

WEBSITE TERMS & CONDITIONS / TERMS OF USE

Effective Date: 4 June 2025
Last Updated: 28 August 2025

1. INTRODUCTION AND ACCEPTANCE OF TERMS

- 1.1. Welcome to the website of Insight Intel, located at [Insert Your Website URL] (the "Website").
- 1.2. The Website is owned and operated by Insight Intel (Pty) Ltd, a company duly incorporated in accordance with the laws of South Africa, with registration number [Your Company Registration Number], and having its registered office at [Your Company Address] ("Insight Intel," "we," "us," or "our").
- 1.3. These Terms and Conditions of Use ("Terms") govern your access to and use of our Website. By accessing, browsing, or using this Website, you acknowledge that you have read, understood, and agree to be bound by these Terms, our Privacy Policy, and all other applicable laws and regulations. If you do not agree to these Terms, you must not use this Website.
- 1.4. We reserve the right to modify, amend, or update these Terms at any time without prior notice. Your continued use of the Website after any such changes constitutes your acceptance of the revised Terms. It is your responsibility to regularly review these Terms.

2. DEFINITIONS

- 2.1. "**Content**" refers to all text, data, information, graphics, images, photographs, video, audio, logos, trademarks, and any other material displayed on or accessible through the Website.
- 2.2. "**Services**" refers to the specialized investigation and intelligence services offered by Insight Intel as described on the Website.
- 2.3. "**User**," "**You**," "**Your**" refers to any individual or entity accessing or using the Website.

3. SERVICES INFORMATION

- 3.1. The Website primarily serves as an informational platform providing details about Insight Intel and the specialized investigation and intelligence services we offer, including recruitment due diligence, joint ventures due diligence, and cargo intelligence.
- 3.2. Any information provided on this Website regarding our Services is for general informational purposes only and does not constitute an offer to contract. Formal engagement for services will be subject to a separate written agreement between Insight Intel and the client.
- 3.3. While we strive to provide accurate information, we do not warrant the completeness, reliability, or accuracy of any information on the Website. Information may be outdated or contain errors.

4. USER OBLIGATIONS AND CONDUCT

- 4.1. **Lawful Use:** You agree to use the Website only for lawful purposes and in a manner that does not infringe the rights of, restrict, or inhibit the use and enjoyment of the Website by any third party.
- 4.2. **Prohibited Conduct:** You must not: * Use the Website for any unlawful, fraudulent, or harmful purpose. * Engage in any activity that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. * Attempt to gain unauthorised access to any part of the Website, other user accounts, or computer systems connected to the Website through hacking, password mining, or any other means. * Transmit any harmful or disruptive code, such as viruses, worms, or other malware. * Collect or harvest any personally identifiable information from the Website without our express written permission. * Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity. * Use any automated means (e.g., robots, spiders, scrapers) to access, monitor, or copy any part of the Website.
- 4.3. **Accuracy of Information:** If you provide any information to us through the Website (e.g., via contact forms), you warrant that such information is accurate, complete, and not misleading.

5. INTELLECTUAL PROPERTY

5.1. All Content on this Website, including but not limited to text, graphics, logos, icons, images, video clips, audio clips, digital downloads, and data compilations, is the property of Insight Intel or its content suppliers and is protected by South African and international copyright, trademark, and other intellectual property laws.

5.2. You may not reproduce, duplicate, copy, sell, resell, or exploit any portion of the Website or Content for any commercial purpose without our express written consent.

5.3. Insight Intel's trademarks and trade dress may not be used in connection with any product or service that is not Insight Intel's, in any manner that is likely to cause confusion, or in any manner that disparages or discredits Insight Intel.

6. PRIVACY POLICY

6.1. Your use of this Website is also governed by our Privacy Policy, which is incorporated into these Terms by reference. Our Privacy Policy explains how we collect, use, and protect your personal information. By using the Website, you agree to the terms of our Privacy Policy.

6.2. [Insert Link to your Privacy Policy here]

7. DISCLAIMER OF WARRANTIES

7.1. THE WEBSITE AND ALL CONTENT AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. INSIGHT INTEL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE OR THE INFORMATION, CONTENT, MATERIALS, OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE.

7.2. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, INSIGHT INTEL DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, AND RELIABILITY.

7.3. INSIGHT INTEL DOES NOT WARRANT THAT THE WEBSITE, ITS SERVERS, OR EMAIL SENT FROM INSIGHT INTEL ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

8. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INSIGHT INTEL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, DATA, OR GOODWILL) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE WEBSITE, THE CONTENT, OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF INSIGHT INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Insight Intel, its officers, directors, employees, agents, and third-party partners, from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in any way connected with your breach of these Terms or your use of the Website.

10. THIRD-PARTY LINKS

The Website may contain links to third-party websites or resources. These links are provided solely for your convenience and do not imply any endorsement by Insight Intel of the content or services on such third-party websites. Insight Intel has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party websites or services. You access and use such websites at your own risk.

11. GOVERNING LAW AND JURISDICTION

11.1. These Terms shall be governed by and construed in accordance with the laws of the **Republic of South Africa**, without regard to its conflict of law principles.

11.2. You agree to the exclusive jurisdiction of the **High Court of South Africa, Gauteng Local Division, Johannesburg (or Pretoria, depending on your registered office/main operations)** for the resolution of any disputes arising out of or in connection with these Terms or your use of the Website.

12. CHANGES TO TERMS

We reserve the right to revise these Terms at any time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the then-current Terms to which you are bound.

13. SEVERABILITY

If any provision of these Terms is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

14. CONTACT INFORMATION

If you have any questions about these Terms, please contact us at:

Email: info@insightintel.co.za **Telephone:** +27 79 590 4083