

THE INFO COMPANY - WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF [ECTA](#) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING, AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE INFO COMPANY WEBSITE OR USE THE SERVICES THROUGH THE INFO COMPANY WEBSITE OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE INFO COMPANY WEBSITE(S) IMMEDIATELY AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

1. DEFINITIONS AND INTERPRETATION

- 1.1. The clause headings in this document have been inserted for convenience only and not for interpretation purposes.
- 1.2. Reference herein to the singular includes the plural and vice versa and reference to the male gender includes the female gender and vice versa.
- 1.3. Hyperlinks herein to legal documents should be deemed part of these Terms and Conditions in terms of section 11(3) of [ECTA](#). Hyperlinks to legislation are provided for convenience only and do not guarantee that the linked version is the most recently amended or up-to-date version. Users should verify the current status and wording of any legislation independently before relying on it. The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these Terms and Conditions.
- 1.4. In these Terms and Conditions, the following words and expressions shall have the following meanings unless otherwise required by the context in which they are used:

- 1.4.1. “**CPA**” means the Consumer Protection Act 68 of 2008, as amended from time to time;
- 1.4.2. “**ECTA**” means the Electronic Communications and Transactions Act 25 of 2002, as amended from time to time;
- 1.4.3. “**Force Majeure**” means any event or circumstance beyond the reasonable control of a party, including but not limited to acts of God, natural disasters, floods, fires, earthquakes, storms, epidemics or pandemics, war, invasion, armed conflict, terrorism, riots, civil unrest, government actions, laws or regulations, embargoes, labour disputes or strikes, power or utility failures, telecommunications or internet outages, and any failure of suppliers or subcontractors, which prevents or delays a party from performing its obligations under these Terms and Conditions;
- 1.4.4. “**Framing**” means the practice of displaying the Website’s content, pages or intellectual property within another website using frames, so that the content appears embedded within a third party’s site rather than being viewed directly;
- 1.4.5. “**Person**” means any individual, company, corporation, partnership, firm, association, trust, joint venture, government agency, organisation, or other legal or commercial entity, whether or not having separate legal personality, and includes that person’s successors, assigns and legal representatives;
- 1.4.6. “**Personal Information**” means personal information as defined in [POPIA](#);

- 1.4.7. **"POPIA"** means the Protection of Personal Information Act 4 of 2013, as amended from time to time;
- 1.4.8. **"Republic"** means the Republic of South Africa;
- 1.4.9. **"RICA"** means the Regulation of Interception of Communications and Provisions of Communication Related Information Act 70 of 2002, as amended from time to time;
- 1.4.10. **"Services"** means any services available on or through the Website;
- 1.4.11. **"Terms and Conditions"** means the Terms and Conditions set out herein;
- 1.4.12. **"The Info Company"** means Duelco Investments 24 (Pty) Ltd, registration number 2001/000492/07, trading as The Info Company;
- 1.4.13. **"User"** means any Person who enters or uses the Website for whatever purpose;
- 1.4.14. **"Website"** means The Info Company website located at <https://www.theinfocompany.co.za/>.

2. GENERAL

- 2.1. The Info Company operates an online business directory through the Website.
- 2.2. The Website is an online business directory and advertising platform only. The Info Company is not a party to any communication, negotiation, contract, sale, transaction, dispute or dealing between a listed business and any User, and all such dealings are concluded directly and solely between those parties at their own risk.
- 2.3. The inclusion of any business, listing, product, service, trade mark, review, contact detail or other content of the Website does not constitute any endorsement, recommendation, verification, guarantee or warranty by The Info Company as to that business, product, service or content.

3. ALLOWED USE AND LICENSE

- 3.1. The Info Company licenses the User to view, download, and print the content of the Website provided that such use is for private, personal, educational, and/or non-commercial purposes only.
- 3.2. Content from the Website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of The Info Company.
- 3.3. Each business that submits, requests, pays for, approves or maintains a listing warrants that all listing information and content is true, accurate, current, complete, lawful and not misleading; that it holds all licences, registrations, permissions and authorisations required to conduct its business and advertise its goods or services; and that its content does not infringe any intellectual property, privacy, personality or other third-party rights.
- 3.4. Each listed business must promptly update or correct any inaccurate, outdated or misleading listing information and must ensure that it has obtained all required consents or other lawful bases for any Personal Information submitted for publication on the Website.
- 3.5. Users may only access, browse and use the Website for legitimate personal or commercial purposes and may not use the Website for:
 - 3.5.1. Harmful purposes;
 - 3.5.2. Illegal purposes;
 - 3.5.3. Pornographic or similar subscriptions;
 - 3.5.4. Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, copyrighted, incorrect, untrue, prohibited, infringing or damaging to any person; and/or
 - 3.5.5. The creation, storage and sending of unsolicited commercial communications.
- 3.6. The caching of the Website shall only be allowed if:

- 3.6.1. The purpose of the caching is to make the onward transmission of the content from the Website more efficient;
- 3.6.2. The cached content is not modified in any manner whatsoever;
- 3.6.3. The cached content is updated at least every 12 (twelve) hours; and
- 3.6.4. The cached content is removed or updated when so required by The Info Company.
- 3.7. If any User uses content from the Website in breach of the provisions detailed herein:
 - 3.7.1. The Info Company reserves the right to claim damages from the User;
 - 3.7.2. The Info Company reserves the right to institute civil and/or criminal proceedings against the User; and
 - 3.7.3. The Info Company shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- 3.8. Hyperlinks to the Website from any other source shall be directed to the home page of the Website. Links beyond the Info Company home page may only be used with The Info Company's prior written consent.
- 3.9. The Info Company shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or Services available from the Website, if such content, products or Services was accessed through a hyperlink not directed at the home page of the Website. Persons that wish to link to pages beyond the home page of the Website without The Info Company's prior written consent shall do so at their own risk and indemnify The Info Company against any loss, liability, or damage that may result from the use of such hyperlinks.
- 3.10. Users may quote small and reasonable amounts of content available from the Website and only if such a quote is placed in inverted commas and acknowledged.
- 3.11. No Person may, without the prior written consent of The Info Company, Frame the Website in any manner whatsoever.
- 3.12. Apart from bona-fide search engine operators and use of the search facility provided on the Website by Users, no Person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Website for any purpose whatsoever, without the prior written consent of The Info Company.
- 3.13. Email addresses, names, telephone numbers, and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Website may be used to communicate unsolicited communications to The Info Company and all rights detailed in chapter 8 of [POPIA](#) are reserved.
- 3.14. All licenses and/or permissions granted in terms of this clause 3 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by The Info Company at any time without prior notice or reasons.
- 3.15. The Info Company may suspend, disable, restrict, remove or terminate any listing, account, access right, licence or permission, with or without notice, where a User or listed business breaches these Terms and Conditions, where required by law, where payment is not made when due, where content is alleged to be unlawful or infringing, or where The Info Company reasonably considers it necessary to protect the Website, Users, The Info Company or any third party.
- 3.16. The Info Company may, in its sole discretion and without liability, edit, format, categorise, relocate, refuse, suspend, disable, remove or decline to publish any listing or content where The Info Company reasonably considers that the listing or content is inaccurate, unlawful, misleading, harmful, inappropriate, infringing, contrary to these Terms and

Conditions or otherwise prejudicial to the Website, The Info Company, Users or any third party.

4. INTELLECTUAL PROPERTY RIGHTS

- 4.1. All intellectual property on the Website, including but not limited to content, trademarks (or any confusingly similar trademarks), trade names, logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to The Info Company and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 3, all other rights to intellectual property on the Website are expressly reserved.
- 4.2. No Person shall amend, copy, use, decompile and/or reverse engineer the source code of the Website.
- 4.3. No Person may use logos, icons, or trademarks from the Website as hyperlinks or other purposes without The Info Company's prior written consent.

5. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Website and/or download content from the Website.

6. DISCLOSURES REQUIRED BY SECTION 43 OF [ECTA](#)

Access to and use of the Website may be classified as "electronic transactions" as defined in terms of [ECTA](#) and therefore Users have the rights detailed in Chapter 7 of [ECTA](#) and The Info Company has, amongst others, the duty to disclose the following information:

FULL NAME AND LEGAL STATUS	Duelco Investments 24 (Pty) Ltd t/a The Info Company
REGISTRATION NUMBER	2001/000492/07
PLACE OF REGISTRATION	Republic of South Africa

DIRECTORS	HC & A Viljoen
PHYSICAL ADDRESS (ALSO FOR RECEIPT OF LEGAL SERVICE) & POSTAL ADDRESS	9 Otto Du Plessis Street Somerset West Western Cape 7130
TELEPHONE NUMBER	+264 81 142 1966 (Namibia); or +27 73 160 6846 (South Africa)
WEBSITE ADDRESS	https://www.theinfocompany.co.za/
EMAIL ADDRESS FOR ENQUIRIES / COMPLAINTS	enquiries@theinfocompany.co.za
SERVICES	Business directory services
MEMBERSHIP OF SELF-REGULATORY OR ACCREDITATION BODIES	The Info Company does not currently belong to or subscribe to any self-regulatory or accreditation body for purposes of the Services, unless expressly stated on the Website.
CODE OF CONDUCT	The Info Company does not currently subscribe to any specific code of conduct for purposes of the Services, unless expressly stated on the Website.
PAYMENT METHOD	Internet payment
PRICING AND COSTS	Any applicable fees, charges, taxes and other costs for paid listings or Services will be disclosed on the Website, order page, quotation or invoice before payment is required.
TIME FOR RENDERING SERVICES	Services will be rendered within the period specified on the Website, order page, quotation or invoice. If no period is specified, The Info Company will render the Services within a reasonable time after acceptance of the order and receipt of any required payment.
MINIMUM DURATION OF ONGOING / RECURRENT SERVICES	Where Services are supplied on an ongoing or recurring basis, the minimum duration, billing cycle, renewal terms and cancellation process will be specified on the Website, order page, quotation or invoice.
SECTION 44 COOLING-OFF RIGHTS	Where section 44 of ECTA applies, a consumer may be entitled to cancel certain electronic transactions within 7 (seven) days after conclusion of the agreement for Services, without reason or penalty, subject to the exclusions and limitations in ECTA.
TRANSACTION RECORDS	Consumers may access and maintain a full record of the transaction by saving or printing the

	relevant order confirmation, invoice, payment confirmation and these Terms and Conditions. Copies may be requested from The Info Company at the email address listed above, subject to applicable retention periods.
RETURN, EXCHANGE AND REFUND POLICY	Because the Services are directory, advertising and related electronic services, returns and exchanges do not ordinarily apply. Fees paid for Services are non-refundable once performance has commenced, except to the extent required by applicable law or expressly stated on the Website, order page, quotation or invoice.
SECURITY PROCEDURES AND PRIVACY POLICY FOR PAYMENT AND PERSONAL INFORMATION	The Info Company takes reasonable steps to secure payment information, payment processes and personal information. Payment processing may be handled by third-party payment service providers subject to their own security procedures and terms. Personal Information is processed in accordance with The Info Company's Privacy Policy (which is available on the Website) and applicable law.
GUARANTEES	No guarantees apply to the Website, listings or Services except where expressly stated in these Terms and Conditions or required by applicable law.
ALTERNATIVE DISPUTE RESOLUTION	Subject to urgent and/or interim relief, all disputes regarding: i) access and use of the Website; ii) the inability to access the Website; iii) the Services and content available from the Website; or iv) these Terms and Conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Cape Town in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client.
TERMS OF AGREEMENT / ACCESS, STORAGE AND REPRODUCTION	These Terms and Conditions may be accessed stored and reproduced electronically by downloading, saving or printing a copy from the Website.

7. CHANGES AND AMENDMENTS

- 7.1. The Info Company reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 7.1.1. change these Terms and Conditions by posting the amended Terms and Conditions on the Website, which Terms and Conditions shall be effective immediately after the posting thereof;
- 7.1.2. change the content and/or Services available from the Website;
- 7.1.3. discontinue any aspect of the Website or Service(s) available from the Website; and/or
- 7.1.4. change the software and hardware required to access and use the Website.
- 7.2. Should the User continue to use the Website subsequently to any changes as contemplated in this clause 7, it shall be deemed that the User has accepted the amended Terms and Conditions.
- 7.3. Nothing in these Terms and Conditions limits any non-excludable right that a consumer may have under the [CPA](#) or [ECTA](#), including any applicable cooling-off right under section 44 of [ECTA](#) for qualifying electronic transactions, subject to the exclusions and limitations contained in those Acts.

8. PRIVACY

The Info Company shall take all reasonable steps to protect the Personal Information of Users and shall process such Personal Information in accordance with [POPIA](#). This clause must be read together with The Info Company's Privacy Policy (which is available on the Website), which is incorporated into these Terms and Conditions by reference and forms part of the same agreement.

9. TRANSBORDER FLOW OF INFORMATION

By making use of this Website and/or the Services, the User expressly consents to the transfer and storage of their Personal Information outside of the Republic, where such transfer is necessary for business purposes, in accordance with The Info Company's PAIA Manual (which is available on the Website). The User acknowledges and accepts that The Info Company takes reasonable steps to ensure that appropriate safeguards are in place to protect the confidentiality

and integrity of the User's Personal Information; however The Info Company cannot guarantee that the recipient country will be subject to the same data protection obligations that apply in the Republic.

10. HYPERLINKS TO THIRD PARTY SITES

- 10.1. The Info Company may provide hyperlinks to websites not controlled by The Info Company ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products, and/or Services of such target sites.
- 10.2. The Info Company does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, and inability to use or content available on or through target sites.

11. SECURITY

- 11.1. The Info Company shall take all reasonable steps to secure the content of the Website and the information provided by and collected from Users from unauthorised access and/or disclosure. However, The Info Company does not make any warranties or representations that content shall be entirely safe or secure.
- 11.2. Subject to the provisions of sections 43(5) and 43(6) of [ECTA](#), if applicable, The Info Company is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Website.
- 11.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Website or the server and computer network that supports the Website.
- 11.4. Notwithstanding criminal prosecution, any Person who delivers or attempts to deliver any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold The Info Company harmless against any and all liabilities, damages, risks and losses that The Info Company and its partners / affiliates may suffer as a result of such

delivery, attempt or damaging code.

- 11.5. Users may not develop, distribute, or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and Services on the Website and The Info Company reserves the right to claim damages from any and all Persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.
- 11.6. Users who commit any of the offences detailed in sections 2 to 12 of the [Cybercrimes Act 19 of 2020](#) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by The Info Company and its partners/affiliates due to or related to these illegal actions.

12. DISCLAIMER AND LIMITATION OF LIABILITY

- 12.1. Subject to the provisions of sections 43(5) and 43(6) of [ECTA](#), if applicable, and as far as allowed by law, The Info Company (including its owners, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 12.1.1. access to the Website;
- 12.1.2. access to and use of the Services;
- 12.1.3. access to websites linked to the Website;
- 12.1.4. inability to access the Website or use the Services;
- 12.1.5. inability to access websites linked to the Website;
- 12.1.6. content available on the Website;
- 12.1.7. Services available from the Website; or
- 12.1.8. any other reason not directly related to The Info Company's gross negligence.

- 12.2. The Info Company website is supplied on an "as is"

basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with The Info Company, that the content available from and through the Website meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

12.3. Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of The Info Company and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Website.

12.4. The Info Company does not make any warranties or representation that content and Services available from the Website shall in all cases be true, correct or free from any errors. The Info Company shall take all reasonable steps to ensure the quality and accuracy of content available from the Website.

12.5. The Info Company does not make any warranties or representations that the Website shall be available at all times. Users acknowledge that the Website may be unavailable due to updates or other causes beyond the reasonable control of The Info Company, including, but not limited to virus infection, unauthorised access (hacking), power failure or other Force Majeure events.

12.6. The Website and the Services are provided “as is” and no warranties, implied or express, are given or implied.

12.7. To the maximum extent permitted by law, The Info Company is not liable for any indirect, special, incidental, punitive or consequential loss, loss of profit, loss of revenue, loss of goodwill, loss of data or business interruption, whether arising in contract, delict, statute or otherwise.

12.8. Subject to any liability that cannot lawfully be excluded or limited, The Info Company's aggregate liability arising from or in connection with the Website, any listing, the Services or these Terms and Conditions is limited to the fees, if any, paid by the affected User or listed business to The Info Company during the 12 months preceding the event giving rise to the claim.

12.9. Nothing in these Terms and Conditions excludes or limits liability to the extent that such exclusion or limitation is prohibited by applicable law, including liability for gross negligence or wilful misconduct, or any liability that may not be excluded under the [CPA](#) where that Act applies.

12.10. Each listed business indemnifies and holds The Info Company harmless against all claims, demands, losses, damages, penalties, fines, liabilities, costs and expenses, including reasonable legal costs, arising from or in connection with its listing, its submitted content, its breach of these Terms and Conditions or any law, any dispute between that business and a User, or any infringement of third-party rights by that business or its content.

13. REMOVAL AND CORRECTION OF CONTENT

13.1. To the extent that The Info Company hosts, stores, transmits, routes or otherwise makes available content submitted by businesses or Users, The Info Company relies on the limitations of liability available to service providers under Chapter XI of [ECTA](#). The Info Company does not have a general obligation to monitor content and does not assume responsibility for determining whether submitted content is unlawful, inaccurate or infringing.

13.2. Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing, and/or harmful content available from the Website to The Info Company and The Info Company undertakes to correct and/or remove such content or any part thereof if the Person reporting such content provided reasonable grounds to prove the alleged nature of the content.

13.3. Any Person alleging that content on the Website is unlawful or infringes rights must submit a written take-down notice to The Info Company containing:

13.3.1. the complainant's full names and address;

13.3.2. the complainant's written or electronic signature;

13.3.3. identification of the right allegedly infringed;

- 13.3.4. identification of the material or activity complained of;
 - 13.3.5. the remedial action requested;
 - 13.3.6. telephone and email contact details;
 - 13.3.7. a statement that the complaint is made in good faith; and
 - 13.3.8. a statement that the information in the notice is true and correct to the complainant's knowledge.
- 13.4. The Info Company may remove or disable access to content following receipt of a compliant take-down notice, but any such action is without admission of liability and without waiver of any rights, remedies or defences. A Person who submits a materially false or misleading take-down notice may be liable for resulting loss or damage.

14. INTERCEPTION OF COMMUNICATIONS

- 14.1. Subject to the provisions of [RICA](#), the User agrees to The Info Company's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in [ECTA](#)) sent or posted by the User to the Website, its staff and employees.
- 14.2. The User agrees and acknowledges that the consent provided by the User in clause 14.1 satisfies the "writing" requirement as detailed in [ECTA](#) and the [RICA](#).

15. ENTIRE AGREEMENT AND SEVERABILITY

- 15.1. These Terms and Conditions constitute the entire agreement between The Info Company and the User and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by The Info Company from the User.
- 15.2. Any failure by The Info Company to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.
- 15.3. In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such

term(s) or condition(s) shall be severable from the remaining Terms and Conditions. The remaining Terms and Conditions shall remain enforceable and applicable.

- 15.4. Any provisions which by their nature are intended to survive termination or expiry will continue to apply after termination or expiry, including provisions relating to intellectual property, prohibited use, privacy and data protection, disclaimers, limitation of liability, indemnities, governing law, dispute resolution, legal costs, severability and any accrued rights or obligations.

16. AGREEMENT IN TERMS OF SECTION 21 OF [ECTA](#)

- 16.1. The User and The Info Company agree that:
 - 16.1.1. the User shall be bound to these Terms and Conditions and such agreement is concluded in Cape Town (South Africa) at the time the User enters the Website for the first time;
 - 16.1.2. data messages (as defined in [ECTA](#)) addressed by the User to The Info Company shall only be deemed to have been received if and when responded to;
 - 16.1.3. data messages (as defined in [ECTA](#)) addressed to the User by The Info Company shall be deemed to be received by the User as detailed in section 23(b) of [ECTA](#);
 - 16.1.4. data messages (as defined in [ECTA](#)) addressed by the User to The Info Company shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;
 - 16.1.5. electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and The Info Company; and
 - 16.1.6. the User agrees and warrants that data messages that are sent to The Info Company from a computer, IP address or mobile device

normally used by or owned by the User, was sent and/or authorised by the User personally.

Website, its content, Services, products and these Terms and Conditions.

17. APPLICABLE AND GOVERNING LAW

The Website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 6 the South African law enforced by the South African courts governs the use or inability to use the

18. LEGAL COSTS

The Info Company shall not be liable for costs incurred by Users to obtain professional advice relating to these Terms and Conditions.

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