

Terms & Conditions and Privacy Policy

“Adapt IT” means Adapt IT Holdings Limited (registration number 1998/017276/06) and all of its subsidiaries.

This document provides the terms and conditions for the use of Adapt IT’s website and describes Adapt IT’s privacy policy regarding information received about you during visits to our website. Adapt IT’s privacy policy is designed to protect your personal information. By accessing this website, you are deemed to have accepted and agreed to the information collection and use practices described in this privacy policy. Please refrain from continued use of this website if you do not agree with the terms and conditions and privacy policy.

Information Collected

When you use the website and at other times, Adapt IT may require you to provide it with personally identifiable information or you may elect to provide Adapt IT with personally identifiable information. The personally identifiable information you provide may include your name, company name, job title, contact details, certain information about your business, your profession and your product preferences.

In addition, Adapt IT’s web servers may automatically collect website usage information from you when you visit the website. Website usage information informs Adapt IT about how visitors and subscribers use and navigate the websites, including the number and frequency of users to each web page, their IP address and the length of their stays.

Use of Information Collected

The personal information collected on the website will be used to operate the website and to provide the services or carry out the transactions or actions you have requested. In support of these uses, Adapt IT may combine the personally identifiable information you have provided to it on the website with other information about you that is available to it, including website usage information and information from other sources. Adapt IT may use this information to enable it to process, validate and verify requests for products and services and for the purposes for which you specifically provided the information; to improve your experience on the website; to improve and develop new products, features and services; and for other purposes.

With your permission, this information may be used for marketing and promotional purposes. If you advise Adapt IT that the information should not be used as a basis for further contact, Adapt IT will respect your request.

Personal information collected from you may be stored and processed in South Africa or any other country in which Adapt IT operates or maintains facilities and may be transferred to third party suppliers to Adapt IT in order to help Adapt IT to improve the content of the website, provide you with the products or services requested, to consider and respond to any application for employment made and to help service providers to perform services on its behalf. By using the website, you consent to any such transfer of personal information within the Republic of South Africa, any country where you reside in which Adapt IT operates or maintains facilities or any other country in which Adapt IT operates or maintains facilities.

Adapt IT may disclose any information about you to law enforcement agencies, government officials or other authorities as Adapt IT, in its sole discretion, believes necessary or appropriate in the circumstances. Adapt IT may advise you that such disclosure was made, if requested.

If you use the website to make application for employment with Adapt IT, you acknowledge that:

Adapt IT will not under any circumstances be liable to you should your application be unsuccessful or should your application not be received;
the technology utilised by Adapt IT and its third party suppliers is designed to protect personally identifiable information but that Adapt IT is unable to guarantee that all such personally identifiable information is not capable of being illegally accessed and that accordingly, you assume all risk associated therewith and agree that Adapt IT shall not under any circumstances be liable to you in respect thereof; and
you provide any information solely at your risk and any information provided will be kept and stored for such period of time Adapt IT deems appropriate.

Security

The personally identifiable information we collect about you is stored in restricted-access servers. Adapt IT maintains safeguards to protect the security, integrity and privacy of these servers and your personally identifiable information.

Adapt IT makes no warranties, representations, statements or guarantees (whether express, implied in law or tacit) regarding the website. Adapt IT shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly, to your access and/or use of the website and any information contained on the website. You waive any and all claims which you may have against Adapt IT in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or your dependants as a result of or which may be attributable directly or indirectly to the aforesaid. Notwithstanding anything to the contrary contained herein, Adapt IT shall not be liable for any indirect, contingent or consequential loss (including but not limited to loss of business or loss of profits) incurred or sustained by you or any third party howsoever arising in respect of your use of or reliance on the website or any information offered on or via the website.

You may not deliver or attempt to deliver, whether intentionally or negligently, any damaging code such as computer viruses, robots or spy ware, to the website or the server and/or any computer network that support the website.

You 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 Adapt IT 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.

Intellectual Property

All intellectual property on this 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 Adapt IT and as such, are protected from infringement by domestic and international legislation and treaties. Unless provided otherwise, all rights to intellectual property on this website are expressly reserved.

You shall not amend copy, use, decompile and/or reverse engineer the source code of the website. You may not use logos, icons or trademarks from the website as hyperlinks or other purposes without Adapt IT's prior written consent.

Interception of Communication

Subject to the provisions of the Regulation of Interception of Communications Act No. 70 of 2002 you agree to Adapt IT's right to intercept, block, filter, read, delete, disclose and use all communications (including all "data messages" as defined in the Electronic Communications and Transactions Act No. 25 of 2002 ("ECT Act")) sent or posted by you to the website, its staff and employees.

Policy Modifications

Adapt IT may amend this privacy policy from time to time and will post any changes so that you are familiar with the privacy policy adopted by Adapt IT. Notwithstanding the right to amend the privacy policy as aforesaid, Adapt IT will not use your personal information in a manner materially different from this privacy policy without your prior consent.

Application and Governing Law

The Adapt IT website is hosted, controlled and operated from the Republic of South Africa and therefore, unless the context clearly indicates otherwise, South African law enforced by the South African courts governs the use or inability to use the website, its content, services, products and these terms and conditions.