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Infinity4 Terms and Conditions

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Infinity4 CC

Registration number: CK 1997/003247/23

Registered in Bedfordview, Johannesburg, South Africa

Email: adele@infinity4.co.za

These Terms and Conditions set out how you may use our website and how we work with you when you book or engage Infinity4 for services.

By using our website, booking time with us or working with us, you agree to these Terms and Conditions.

If you do not agree, please do not use the website or our online booking tools.

1. Who we are

Infinity4 is a consulting and fractional CMO business that provides marketing leadership, strategy and related advisory and execution services to organisations.

In these terms:

- "Infinity4", "we", "us" or "our" refers to Infinity4 CC
- "you" or "your" refers to any visitor, contact, client or user of our website or services

2. When these terms apply

These terms apply when you:

- Visit or use our website
- Use any online booking or contact forms
- Receive exploratory sessions, consultations or advisory services from us
- Receive proposals or statements of work from us

For larger or more complex engagements, we may sign a separate written agreement with you. If there is any conflict between that agreement and these terms, the signed agreement will generally apply to that engagement.

3. Use of our website

You may use our website for lawful purposes only.

You agree that you will not:

- Use the website in any way that is unlawful or fraudulent
- Try to gain unauthorised access to any part of the site or related systems
- Introduce viruses or other harmful material
- Copy, scrape or reproduce content without permission

We may update, suspend or withdraw any part of the website at any time, without notice.

4. Information on the website

The information on our website is for general information and marketing purposes.

It is not intended as legal, financial, tax or human resources advice. Decisions that affect your business should be made with appropriate professional advice.

We do our best to keep information accurate and up to date, but we do not guarantee that all content will always be complete, current or error-free.

5. Online bookings and exploratory sessions

You may be able to book exploratory calls or sessions with us via online tools (for example Booking, Calendly or similar services).

By making a booking you agree that:

- You are authorised to represent yourself and, where relevant, your organisation
- The information you provide is accurate and not misleading
- We may contact you using the details you submit to confirm or follow up

We reserve the right to reschedule or decline bookings at our discretion. We will make a reasonable effort to notify you of any changes.

Exploratory calls and initial consultations are typically high-level and do not create a long-term obligation for either party unless we both agree to proceed and document that in writing.

6. Proposals, scope and service agreements

Where you request services from Infinity4:

- We may provide a proposal, scope of work or service agreement that sets out deliverables, timelines and fees
- Work will usually start only once scope and commercial terms are agreed in writing, which may be via email confirmation or a signed agreement

You are responsible for reviewing and approving scope, timelines and assumptions before we begin.

If your needs change, we will discuss the impact on scope, timelines and fees and agree any changes in writing.

7. Fees, invoicing and payment

Unless otherwise agreed in writing:

- Fees may be based on retainers, day rates, project fees or a mix of these
- Invoices are payable within the payment period stated on the invoice
- Any additional costs (for example travel, specialised tools, external suppliers) will be agreed with you in advance and recharged

If invoices are not paid on time, we may:

- Pause work until payment is received, and
- Charge interest on overdue amounts at a reasonable rate allowed by South African law

All amounts are usually quoted exclusive of VAT unless clearly stated otherwise.

8. Cancellations and rescheduling

For online consultations or meetings:

- If you need to reschedule, please do so as early as possible using the link provided or by contacting us
- We reserve the right to charge a fee or count the time as used where late cancellations or repeated changes materially impact our schedule

For project or retainer work, cancellation and notice terms will normally be set out in the proposal or agreement.

9. Your responsibilities

To help us deliver good work, you agree to:

- Provide timely, accurate information and context
- Give access to key stakeholders where needed
- Review and approve work within reasonable timeframes
- Ensure that any content, data or material you provide does not infringe the rights of others

You remain responsible for decisions taken in your business, including how strategies, recommendations and deliverables are implemented.

10. Third party tools and links

We may use or link to third party tools and platforms, such as:

- Online booking tools
- Video conferencing tools
- Collaboration and storage tools
- Analytics and marketing tools

We are not responsible for the content, security or privacy practices of those third parties.

Your use of third-party tools is at your own risk and subject to their terms and policies. We encourage you to read those policies.

11. Intellectual property

Unless otherwise agreed in writing:

- Infinity4 owns the intellectual property rights in our methodologies, frameworks, tools, templates and website content
- When you pay for services, you receive a licence to use the specific deliverables created for you in your business, for the purposes we worked on together

You may not:

- Reproduce, distribute or resell our proprietary materials to third parties, unless expressly allowed
- Remove our name or branding from materials where credit is standard or contractually required



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You retain ownership of your existing brands, trademarks, content and data that you provide to us.

12. Confidentiality

Each party agrees to keep the other party's confidential information private and to:

- Use it only for the purpose of the engagement
- Limit access to people who need to know it to perform their duties
- Take reasonable steps to protect it from unauthorised access or disclosure

Confidentiality obligations do not apply to information that is already public through no fault of the receiving party, that was lawfully received from another source, or that must be disclosed by law or regulation.

13. Data protection and privacy

We handle personal information in line with South African privacy law, including POPIA.

Our **Privacy Policy** and **Personal Data Collection and Usage Terms** explain what personal information we collect, how we use it and what rights you have.

By using our website, booking with us or working with us, you acknowledge that you have read and understood our Privacy Policy.

14. Warranties and disclaimers

We provide our services with care and skill and aim to deliver high-quality work.

However, you acknowledge that:

- Business outcomes are influenced by many factors outside our control
- We cannot guarantee specific results such as revenue growth, profit increases or market share gains

Except where the law does not allow it, we provide the website and services "as is" and do not give any warranties or guarantees beyond those expressly set out in these terms or in a written agreement with you.

15. Limitation of liability

To the maximum extent permitted by law:

- Infinity4 will not be liable for any indirect, special or consequential loss, including loss of profit, revenue, business, opportunity or goodwill
- Our total liability arising from or in connection with any engagement or your use of the website will be limited to the fees paid by you to Infinity4 for the specific services that gave rise to the claim, or an amount that is reasonable in the context of the engagement

Nothing in these terms limits or excludes liability where it would be unlawful to do so.

16. Indemnity

You agree to indemnify Infinity4 against any claims, losses, damages or costs that arise from:

- Your misuse of the website
- Your breach of these terms
- Your use of our deliverables in ways that we did not intend or that are unlawful

This indemnity will not apply where Infinity4 is at fault or where the law does not allow such an indemnity.

17. Governing law and jurisdiction

These Terms and Conditions are governed by the laws of the Republic of South Africa.

Any dispute that cannot be resolved informally will be subject to the exclusive jurisdiction of the South African courts. For practical purposes, this will usually be the courts with jurisdiction in Gauteng.

18. Changes to these terms

We may update these Terms and Conditions from time to time.

The latest version will be posted on our website and will apply from the date it is published. By continuing to use the website or our services after changes are posted, you agree to the updated terms.



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19. Contact us

If you have any questions about these Terms and Conditions, please contact:

Email: adele@infinity4.co.za