



WEBSITE TERMS OF USE

Effective date: 1 January 2026 **Last updated:** 1 January 2026

1. Introduction

Welcome to the IntelliTalent website at intellitalent.co.za (the “Website”).

These Terms of Use govern your access to and use of the Website. By accessing or using the Website, you agree to these Terms. If you do not agree to them, please do not use the Website.

In these Terms, “IntelliTalent”, “we”, “us” and “our” refer to The Benefitz Software Company (Pty) Ltd, registration number 2009/009773/07.

These Terms apply to the public Website only. Access to and use of the IntelliTalent recruitment platform and its portals will be governed by separate agreements, where applicable.

2. Purpose of the Website

The Website provides information about IntelliTalent, its recruitment platform, features, services and customisation options. It also enables visitors to contact us and request a demonstration.

The information on the Website is provided for general informational purposes. It does not, by itself, constitute an offer to provide services on specific commercial terms.

Platform functionality, implementation arrangements and commercial terms will be determined by the applicable agreement between IntelliTalent and the relevant organisation.

3. Acceptable use

You may use the Website for lawful purposes and in accordance with these Terms.

You must not:

- use the Website in a way that breaches applicable law;
- attempt to gain unauthorised access to the Website, its hosting environment or related systems;
- interfere with the Website's operation, security or availability;
- introduce malicious code or attempt to compromise the Website;
- extract or copy Website content through automated means in a manner that is unlawful or unauthorised; or
- submit unlawful, misleading, defamatory or otherwise inappropriate material through the Website.

4. Intellectual property

Unless otherwise indicated, the text, graphics, logos, branding, illustrations, designs and other content on the Website are owned by or licensed to IntelliTalent.

You may view and use this content for personal, informational and legitimate business-enquiry purposes.

You may not reproduce, republish, distribute, commercially exploit or modify Website content without our prior written permission, except where permitted by law.

Nothing in these Terms transfers ownership of any intellectual property to you.

5. Website information and availability

We endeavour to keep the information on the Website accurate and up to date. However, we do not warrant that all information will always be complete, accurate, current or free from errors.

Descriptions of platform features are general in nature and do not guarantee that every feature will be available to every organisation. The functionality and services to be provided to a customer will be determined by the applicable agreement.

We may update, modify, suspend or discontinue any part of the Website. We do not guarantee uninterrupted availability or that the Website will always be free of errors or harmful components.

6. Contact enquiries and demonstration bookings

The Website allows visitors to contact us and request demonstrations of the IntelliTalent platform.

You agree to provide information that is accurate to the best of your knowledge and not to impersonate another person or submit information unlawfully.

Submitting an enquiry or booking a demonstration does not, by itself, create a contract for the supply of IntelliTalent's platform or services.

Demonstration bookings may be facilitated by a third-party booking service and may be subject to that provider's own terms and privacy practices.

7. Cookies and similar technologies

The Website may use cookies, local storage or similar technologies to support website functionality, remember preferences, maintain security, understand website usage or support third-party features.

The technologies used may change as the Website develops. Where required by applicable law, we will obtain consent before using cookies or similar technologies that require consent.

You may be able to manage or restrict cookies through your browser settings. Disabling certain cookies or storage technologies may affect some Website functionality.

Further information about our handling of personal information is provided in our Privacy Policy.

8. Third-party services and links

The Website may contain links to third-party websites or use third-party services, including services that facilitate demonstration bookings.

We do not control third-party websites or services and are not responsible for their content, availability or privacy practices. Your use of a third-party service may be subject to its own terms and policies.

The inclusion of a link or third-party service does not necessarily imply endorsement by IntelliTalent.

9. Limitation of liability

To the extent permitted by applicable law, IntelliTalent will not be liable for indirect or consequential loss arising from your use of, or inability to use, the Website, including loss resulting from reliance on general Website information or temporary Website unavailability.

Nothing in these Terms excludes or limits any liability, right or remedy that cannot lawfully be excluded or limited under applicable law.

These Terms do not govern liability for services provided under a separate written agreement.

10. Privacy

We handle personal information in accordance with applicable data-protection law, including the Protection of Personal Information Act 4 of 2013 (POPIA), where applicable.

Please read our Privacy Policy for information about the personal information we collect through the Website, the purposes for which we use it and the rights available to you.

11. Changes to these Terms

We may update these Terms from time to time. The revised version will be published on the Website with an updated “Last updated” date.

Your continued use of the Website after revised Terms are published will be subject to the revised Terms, to the extent permitted by applicable law.

12. Applicable law

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

Disputes relating to these Terms will be subject to the jurisdiction of the competent courts of South Africa, subject to any mandatory legal provisions that apply.

13. Contact details

If you have questions about these Terms, please contact:

The Benefitz Software Company (Pty) Ltd

Email: hello@intellitalent.co.za