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- a. the use or performance of this website, delay or inability to use this website by any party; and/or
- b. the provision of or failure to provide services or any information, products, services and related graphics obtained through this website or otherwise whether based on contract, tort, strict liability or otherwise; and/or
- c. any failure, error, omission, interruption, defect, delay in data transmission; and/or
- d. any line or system failure or introduction of a computer virus or other technical sabotage, even if INFINITUS and/or its employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

If any provision(s) contained in these Terms is held to be invalid or unenforceable for any reason by a court of competent jurisdiction, such invalidity or unenforceability shall not in any way affect the validity or enforcement of the remaining provisions of these Terms. Any waiver by INFINITUS to insist upon or enforce strict performance of any Term(s) or provision(s) contained herein or otherwise shall not be construed as a waiver of any continuing breach or of any other breach of any of the Terms, provisions or rights.

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You further acknowledged and agreed that INFINITUS shall not be held liable for any damages, losses or injury howsoever caused whether directly or indirectly for the use of or reliance on any linked sites.

Should you have any questions regarding these sites, you should address them directly with the relevant site administrator.

You are permitted to link to the materials on these third party websites, but it is strictly for personal and non-commercial purposes. You may quote contents written on the website into your own websites provided you include a prominent link back to this website on the pages containing the quote.

9. Dispute Resolution

Any dispute arising in connection with these Terms of Use or in connection with the use of the Infinitus website which cannot be resolved by goodfaith negotiations shall be referred to mediation or to arbitration.

10. No Unlawful or Prohibited Use

Your continual usage of this website is conditional upon your compliance with all applicable laws, statutes, ordinance and regulations regarding your use of our service and any related activities. In addition, you warrant that you shall not use this website for any purposes that is unlawful or prohibited in law or by these terms, conditions and notices. You agree:

- i. Not to upload, post, email or otherwise transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's' privacy, hateful or racially, ethnically or otherwise objectionable.
- ii. Not to upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, file or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
- iii. Not to collect or store personal data about other users.
- iv. Not to interfere with or disrupt the service or services or networks connected to the service, or disobey any requirements, procedures, policies or regulations of the networks connected to the service.
- v. Not to incorporate materials from a third party web site, or addresses, email addresses, contact information, or phone numbers (other than your own).
- vi. Not to upload content that contains any information that you consider confidential, proprietary, or personal.
- vii. Not to upload content that contains or constitutes any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation.

11. Submissions

Any material, information or ideas you transmit or post on this website by any means will be treated as non-confidential and non-proprietary, and may be disseminated or used by INFINITUS or its related and affiliated companies for any purposes whatsoever, including, but not limited to, reproduction, transmission, publication, broadcast, posting, developing, manufacturing and marketing products. Notwithstanding the foregoing, all personal data provided to INFINITUS will be handled in accordance with INFINITUS's Personal Data Policy. INFINITUS has no responsibility to respond to messages posted at this website.

12. Security

INFINITUS understands that Internet security is of paramount importance to you and that all reasonable precautions to protect your transactions carried out via this website have been taken care of, so that you can have as a safe and secure experience in accessing the website.

When you place orders on this website, your transactions are encrypted using Secure Sockets Layer (SSL) encryption technology. Encryption scrambles the information transmitted across the Internet, including names and address. SSL also verifies the identity of the server and confirms that the original message arrives safely at its destination.

PRIVACY POLICY

We recognized that your privacy is very important to you and to most people who use the Internet. Our privacy policy is detailed below and we suggest that you read it thoroughly. This policy may change from time to time and all changes will be posted here on this Web Site. When so posted, they shall become effective immediately. It is your duty to monitor the changes posted.

This policy addresses what information we collect, how we use it, how to correct or change it, and how we protect and store it.

We collect personal information and we use that information mainly to help us understand your needs so that we may better service you.

The types of personal information that we may collect from you and how we use it will depend on how you use this Web Site.

Registration Obligation

You shall:-

- i) Provide true, accurate, current and complete information about yourself as prompted by the Registration form.
- ii) Maintain and promptly update the Registration data to keep it true, accurate, current & complete.

All Distributors must use a confidential password, which you will need, together with the identification number that INFINITUS will assign to you in order to log on to the password protected areas of this Website. You shall maintain the confidentiality of any identification number, PIN or password provided. You shall immediately notify INFINITUS of any unauthorised use of these Identifiers, or any other breach of security. You are fully responsible for all activities that occur under these Identifiers. INFINITUS is not responsible for any misuse of your account by someone who uses your Identifiers.

Termination

You agree that INFINITUS, in its sole discretion, may terminate your password, account (or any other part thereof) or use of the service, and remove and discard any content within, for any reason, including, without limitation, for lack of use or if INFINITUS believes that you have violated or acted inconsistently with the letter or spirit of the Terms of Use.

Survey and questionnaires

INFINITUS may contain several optional surveys and questionnaires throughout the site asking for information. We use the information you provide to help customize your shopping experience, showing you the content we believe you might be interested in, in order of your reference, as well as to provide advice and purchase recommendations.

How do we use your information

Your personal information may be used by us for a number of purposes including, without limitation, research and statistical analysis and marketing. In terms of marketing, from time to time we may send out promotional and marketing materials about such things as great product offers or new Web Site features to users who are 18 years and above.

Sharing your personal information with third parties

Unless otherwise specified or required by law or unless it is necessary for the purposes of performing services with respect to your use of this Web Site, we will not share your personal information with third parties, except your name, identification number, contact details and the value of the purchases you have made, will be made available to your referring or sponsoring Distributor, or the current Distributor servicing you. In addition, your Direct Distributor will have access to your Distributor INFINITUS Authorisation number and the value of your purchase.

When necessary, your personal information may be divulged by INFINITUS to INFINITUS's agents or contractors for the purpose of performing services for INFINITUS. These agents or contractors will be prohibited from utilising this information in any way other than to provide the services contracted for by INFINITUS.

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