

TERMS AND CONDITIONS

Website Terms and Conditions of Use Relating to thesupportdesk.co.za

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the **The Support Desk (Pty) Ltd** (“Provider”) website located at the domain name **thesupportdesk.co.za** (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

Trade Terms and Plans Policy

The Support Desk provides remote support sessions in units of up to 15 minutes or part thereof per session. Every effort is made on our side to ensure sufficient quality and speed of the service but cannot be held liable for any time lost during the session due to internet connectivity or power issues.

The Support Desk requires that the remote device is secured with sufficient anti-virus and anti-malware protection. As such The Support Desk may require that a license is purchased for AVG Internet Security in addition to the standard monthly subscription costs. As such we provide discounts where possible. We may also require using Malwarebytes to scan the device for existing infections or threats. Purchasing of a Malwarebytes license is optional but recommended.

Scanning and certain maintenance activities may require several hours or sessions over more than one day. In these cases, we make every effort not to hold the client waiting during what we refer to as ‘click-and-wait’ activities. Please understand that maintenance activities may require more than one session to complete the processes. If you believe that your sessions have not been used responsibly by us, please contact management to review the support logs and make a decision. Management’s decision is final.

The Support Desk uses a licensed version of TeamViewer Premium to provide remote services. The Support Desk reserves the right to provide remote services via alternative remote support applications where necessary. The Support Desk reserves the right to add your devices to the control panel and setup the TeamViewer access for remote access as required. The Support Desk is authorized to access any of your devices on your request. For security reasons, no The Support Desk employee is authorized to initiate a remote support session without your consent. We will not contact you via any platform but will require you to initiate any support request for verification purposes. We will not be held responsible for any negligence caused by allowing non-authorized agents access to the device. We insist on exclusivity with regard to any remote access for support and maintenance.

The Support Desk is primarily an ongoing support subscription service requiring monthly payments at a pre-agreed amount which may increase by no more than 10% annually and fluctuate depending on the dollar exchange rate and the currency with which you trade. Signing up to our service is an annual commitment and as such early cancellation may incur up to a 12-month cancellation penalty fee.

We are open to dispute resolution and reserve the right to review any concerns or complaints prior to any legal or slanderous activities being conducted. Slanderous activities include providing negative reviews on social media or review platforms before making sufficient attempts to resolve any negative issues with management first. Management reserves the right to process legal action if slanderous activities are not removed.

E-Commerce & Privacy

The Website thesupportdesk.co.za sells remote support and training subscriptions online and may occasionally sell various associated products and software. The use of any product or service bought from this Website is at the purchaser's risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website.

The private information required for executing the orders placed through the e-commerce facility, namely the User's personal information and credit card details, delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering the product where courier services may be required or where the case may need to be handed to an onsite support business. Credit card details are not kept by the Provider under any circumstances.

The Provider cannot be held responsible for security breaches occurring on the User's electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User's chosen delivery address.

Online Payments

All online credit card payments and recurring subscription payments are processed by [PayPal](https://www.paypal.com). Card Holders may go to www.paypal.com to view PayPal security policy and terms and conditions. Client accounts are managed by My Fingertips IT Services cc t/a myfingertips.org and as such payment collections may be processed by either company. No other business is permitted to collect funds on our behalf.

Refund and Return Policy

The provision of goods is subject to availability. In cases of unavailability of physical goods, the provider will refund the client in full within 30 days. Cancellation of orders by the client will attract a 10% charge for administration costs.

The Provider reserves the right to cancel an order for which payment has already been received. This may occur if stock is insufficient or the quality of goods ordered does not meet the Provider's standards. Should the Provider exercise this right, the User will receive a full refund with no deductions.

No refunds will be provided for services or subscriptions already provided.

Any complaints regarding the standard and quality of the product or products bought by consumers through the e-commerce facility should be directed to the Managing Director – management@thesupportdesk.co.za

Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information on the Website. Content currently or anticipated to be displayed at this Website address is provided by Provider, its affiliates and/or subsidiary, or any other third-party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third-party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

The Support Desk respects the privacy of your information, documents and correspondence and will always use discretion in our remote dealings and not share your content and information. We may be required in certain instances to backup and therefore copy some of your information. Such instances will always be explained but are hereby expressed and therefore noted and accepted. Please note that in an instance where criminal activities are found to be conducted on the remote device, law requires us to report such content or activities to the appropriate authorities to conduct the necessary legal proceedings.

Cookies

A Cookie file is – according to Wikipedia - a small piece of data sent from a website and stored in a user's web browser while a user is browsing a website. When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website of the user's previous activity. Cookies were designed to be a reliable mechanism for websites to remember the state of the website or activity the user had taken in the past. This can include clicking particular buttons, logging in, or a record of which pages were visited by the user even months or years ago. More information on that topic can be find on Wikipedia.

Purposes of storage and gaining access to cookies:

Website personalisation (for example: saving font size, sight challenged version of website or template version)

Saving data or user's decisions (for example: no need to enter login and password on every website, remembering login during the next visit, keeping information on products added to cart)

Social websites integration (for example: displaying your friends, fans or post publishing on Facebook or Google+ directly from the website)

Adjusting adverts that are display on the website

Creating website's statistics and flow statistics between different websites

Due to vast number of technological solutions it is not possible to publish clear guidelines how to set the conditions of storage and gaining access to cookies using settings of all available devices and software installed on them. However, in most cases, select "Tools" or "Settings" and there find the section that corresponds to the configuration settings for cookies or for the management of privacy. Detailed information is usually provided by the manufacturer of the device or browser in a manual or on their website.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.
