

AHPCSA WEBSITE TERMS AND CONDITIONS

THE USE OF THE AHPCSA WEBSITE IS SUBJECT TO THESE TERMS AND CONDITIONS.

ACCESSING AND USING THE AHPCSA WEBSITE OR ANY PART THEREOF IMPLIES THAT YOU (“USER” OR “YOU”) AGREE TO THE TERMS AND CONDITIONS BELOW.

For ease of reference, the breakdown of the applicable Terms and Conditions as follows:

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|--|--|--|
| 1. Definition | 6. Security | 10. Breach |
| 2. About us | 7. Limitation of Liability | 11. General |
| 3. Allowed Use | 8. Agreement and eCommunications | 12. Law and Jurisdiction |
| 4. Intellectual Property | 9. Termination | |
| 5. Further Disclosures | | |

1. DEFINITIONS

- 1.1 “**the AHPCSA website**” means this website and all its pages and content, owned and operated by AHPCSA and located at <http://www.ahpcsa.co.za>
- 1.2 “**AHPCSA**” means the Allied Health Professions Council of South Africa, being a statutory body established in terms of Section 2 of the Allied Health Professions Act, 1982 (Act 63 of 1982),
- 1.3 “**AHPCSA Software**” means the software available from the AHPCSA website.
- 1.4 “**Content**” means, but not limited to text, graphics, icons, links and other similar material on the website;
- 1.5 “**Intellectual Property**” means copyright (including but not limited to literary-, artistic-, musical- works, photographs, computer programs and sound recordings), patents, trademarks (incl. domain names, meta tags), confidential information, trade secrets and design rights (including all applications);

2. ABOUT US

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| 2.1 Organisation structure ; as per the AHPCSA website under Tab > Council structure. | 2.3 Purpose/function of the Council as per the Home page on the AHPCSA website. |
| 2.2 Contact Details ; as per the AHPCSA website under Tab > Contact Us. | |

3. LIMITED LICENSE

- 3.1 AHPCSA grants you, subject to these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- 3.2 This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of AHPCSA.
- 3.3 You may not:-
- 3.3.1 collect product or service listings, descriptions or other information displayed on the AHPCSA Website, and allow any derivative use or reproduction of the AHPCSA Website or the Content for the benefit of another party.
- 3.3.2 frame nor use framing technologies to enclose the AHPCSA Website or the Content nor any part thereof; or
- 3.3.3 “mirror”, datamine, by way of, but not limited to, robots, crawlers or other similar programs, or cache the AHPCSA Website without the express written consent of AHPCSA.
- 3.3.4 reverse engineer, modify, re-distribute, decompile or create a derivative work of the AHPCSA Website or software, or any part thereof without prior written authorisation from AHPCSA;
- 3.3.5 use the AHPCSA website’s communication facilities for purposes of unsolicited communications (“Spam”) or to send or publish any content that is in violation of any law or that are obscene, defamation, racist or offensive of nature or may result in the infringement of intellectual property;
- 3.3.6 assign, transfer or sublicense the rights pursuant to this Agreement;
- 3.3.7 upload any damaging code or viruses through the utilisation of the AHPCSA website login facility (where applicable).
- 3.4 AHPCSA reserves the right to refuse service and/or remove or edit Content in its sole discretion.
- 3.5 AHPCSA does not offer services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any invitations to do business in the AHPCSA website.

3.6 In all of the aforesaid licensed rights, AHPCSA must be acknowledged as the source of the material and AHPCSA's contact details must be reflected accordingly;

3.7 The User's fair use and other rights are in no way affected by the above;

3.8 Hyperlinks to and from AHPCSA website

3.8.1 This AHPCSA website may contain links to other websites operated by third parties. AHPCSA does not endorse the operators and / or owners of third party websites, or operate or control in any respect any of the information, graphics and material on those third party websites or guarantee that the website will be operational at all times;

3.8.2 Links to third party websites are included solely for your convenience. You therefore assume sole responsibility for the use of a third party website;

3.8.3 AHPCSA makes no warranties or representations regarding the quality, accuracy, reliability, legality, merchantability or fitness for purpose of third party website content or products or services available through third party websites or that third party website content does not infringe the intellectual property rights of any person.

3.8.4 AHPCSA expressly disclaims acting in any respect on behalf of third party website operators and / or owners. Please note that third party websites may be subject to their own terms of use and privacy policies different from those of this site;

3.8.5 Hyperlinks to the AHPCSA website will be allowed, subject to the following conditions:

3.8.5.1 Submit request to hyperlink to the AHPCSA, reflecting the details of your organisation and particular web site that will host the hyperlink to the AHPCSA web site;

3.8.5.2 On acceptance of your request you will receive a Linking Agreement to be signed and submitted to the AHPCSA.

On receipt of this agreement we will forward you the necessary hyperlinks, logo(s), slogans etc.;

3.8.5.3 Authorisation to link to the AHPCSA Web site shall not create and/or constitute an employer/employee relationship or an agency or a partnership in any shape or form whatsoever between you or your organisation and AHPCSA nor authorise you to incur any liability on behalf of AHPCSA.

3.9 AHPCSA Social networks

3.9.1 You agree that when accessing, using and/or posting or uploading any content or materials of any kind to our social network pages (including but not limited to Facebook, or any other facility available under the AHPCSA Website, You will"-

3.9.1.1 not use the social network page of communication facility in any improper or unlawful manner or in breach of any legislation or licence that applies to You;

3.9.1.2 not harass others or disclose personal information about others that could amount to harassment;

3.9.1.3 not submit, publish, post, upload, store, distribute or disseminate any defamatory, infringing, offensive, obscene, indecent, harmful, confidential, hateful, threatening or otherwise illegal or objectionable material or information;

3.9.1.4 not submit, post or upload files that contain software or other material the intellectual property rights in which are owned by any third party or which are protected by rights of privacy or publicity of any third party without having received all necessary consents;

3.9.1.5 not upload files that contain viruses, corrupted files, or any other software or programs that may interfere with or damage the operation of the social network page or any other computer;

3.9.1.6 not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;

3.9.1.7 not promote any activity that is illegal;

3.9.1.8 not use software to harvest information from the social media network page;

3.9.1.9 not submit any material which is prohibited by any applicable data protection or privacy legislation;

3.9.1.10 only upload or submit material to the social network page which either You own or which You have the permission of the owner of that material to submit; or

3.9.1.11 not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the Facebook Terms of Use.

3.9.1.12 **Social media is not a medium for conflict resolution or lodging complaints.** Complaints should be sent to registrar@ahpcsa.co.za.

3.9.1.12.1 You also agree to abide to the Facebook Code of Conduct. You agree that You shall be solely responsible for all content, information or materials of whatever nature or medium that You submit, post, upload, publish or display on or through the social media network page or transmit to or share with other users ("User Content") and You warrant and undertake that You own the intellectual property rights in and to all User Content or that You are otherwise entitled to submit the same to the Page. You acknowledge and agree that We may, but are not obligated to, monitor the content (including the User Content) on the social media network page(s) and may delete or remove from the said page immediately without notice any User Content or any other content of whatever nature, for any or no reason, including without limitation, if such content in our absolute discretion:

3.9.1.12.2 infringes the intellectual property or other proprietary rights of any third person;

3.9.1.12.3 violates these Terms of Use, Facebook's Terms of Use and/or Facebook's Code of Conduct and such removal will be without any admission as to liability and without prejudice to Our other rights and remedies.

3.9.1.12.4 **For practitioners, registered with the AHPCSA:** If you violate this you may face an investigation by the Council.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 The Intellectual Property available on the AHPCSA website or obtained via the interaction between itself and the Users are the property of the AHPCSA or licensed to AHPCSA and may not be utilized outside the licensed terms as set out under these terms and conditions;

4.2 The names, images and logos identifying AHPCSA or third parties and their services and products are subject to copyright, design rights and trademarks of AHPCSA and/or third parties. Nothing contained in these terms shall be construed as conferring any licence or right to use any trade mark, design right or copyright of AHPCSA or any other third party;

- 4.3 E-mail addresses, names, telephone numbers and fax numbers published on the AHPCSA website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is no "opt-in" / permission from AHPCSA to utilise same.
- 4.4 The AHPCSA would be pleased to consider requests for permission to disseminate or use AHPCSA content outside the scope of the licence terms set out under above, provided that our written approval is obtained in advance. To obtain approval please contact us at: info@ahpcsa.co.za.

5. ADDITIONAL INFORMATION TO THE USER AS CONSUMER

Further disclosure requirements to you as consumer:

- 5.1 Full price of services available from AHPCSA under Tab > Schedule of Fees.
- 5.1.1 **Access to AHPCSA Website** – free;
- 5.1.2 **Application Fees:** Fees are revised by the AHPCSA from time to time and application forms updated accordingly.
- 5.2 **Registration / Applications** – registration requirements can be viewed on the AHPCSA website under Tab > Registration Requirements and application forms are available under Tab > Forms.
- 5.3 For more information or other requirements (i.e. required documentations and qualifications) in terms of an application for registration you can contact us on: info@ahpcsa.co.za or telephone as per our contact us page.

6. SECURITY

- 6.1 Although the AHPCSA is not obliged to provide security on the AHPCSA website we feel it is important that your information or any communication between you and the AHPCSA is dealt with in the most secure manner reasonably possible, however because of the nature of the internet AHPCSA cannot guarantee that the User's communications with the AHPCSA via the website is completely secure.
- 6.2 To provide adequate security to all Users of the website and to monitor activities prohibited under law you hereby agree to the AHPCSA's right to intercept, monitor, block, read, delete or access all data sent to the website or any other AHPCSA communication facility, e.g. online via the AHPCSA Website, email, Instant messaging – or fax to email application.
- 6.3 It is our policy to virus check documents and files before they are posted on this website. However, the AHPCSA cannot guarantee that documents or files downloaded from this website will be free from viruses and the AHPCSA does not accept any responsibility for any damage or loss caused by any virus. Accordingly, for your own protection, you must use virus-checking software when using this website. Further, you will not post or provide to the AHPCSA via this website, any document or file that may contain a virus. You must virus-check any document or file which you intend to post or provide to us via this website. You hereby indemnify the AHPCSA, its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage this website or the AHPCSA or its service provider's infrastructure.

7. LIMITATION OF LIABILITY

- 7.1 **AHPCSA website and all materials found on the website are intended for information purposes and provided "as is" without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of intellectual property, fitness for a particular purpose or suitability of the information, software or services;**
- 7.2 **AHPCSA further does not guarantee the accuracy or completeness of the information, text, graphics, links or other items contained in the AHPCSA website. AHPCSA makes no commitment to update the materials and may discontinue any part of the AHPCSA website or services or certain software or version of certain software for the utilisation of the AHPCSA website;**
- 7.3 **AHPCSA, its council members, professional board members, employees or its service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, any delays, whether in an action in contract or delict, arising out of the use or inability to use the AHPCSA website or performance of the AHPCSA website or non-performance of the AHPCSA website, i.e. where the AHPCSA website is not available as a result of 3rd party service providers, maintenance, enhancements, events outside the control of AHPCSA or force majeure events, even if AHPCSA have been advised of the possibility of such damages.**

8. AGREEMENT

8.1 Formation and validity of this AHPCSA website agreement

The User agrees that:

- 8.1.1 If you are aged 18 or under, you must first obtain your parent/guardian's permission beforehand whenever you provide personal information to the AHPCSA website. Users without this consent are not allowed to provide us with personal information.
- 8.1.2 Except for clause 8.1.1 above, you are at least 18 years of age and possesses the legal right and ability to enter into this Agreement and to use this Website in accordance with all terms and conditions herein;
- 8.1.3 All information that is incorporated by using hyperlinks and / or other methods of reference form part of this agreement.

8.1.4 All services available on the AHPCSA website are invitations to do business and are not offers.

8.2 Time and Place of communication, dispatch and receipt

8.2.1 Data messages sent from AHPCSA to you have been sent from AHPCSA's place of business;

8.2.2 Data messages sent from AHPCSA to you are deemed to be received by you when complete message is outside the control of AHPCSA (left the system of AHPCSA);

8.2.3 Data messages from the User to AHPCSA are deemed to be received by AHPCSA only when AHPCSA responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by AHPCSA that it does give legal effect to the Message.

8.3 Expression of intent

8.3.1 The User acknowledges that all agreements, authorisation or request under this agreement satisfies the "writing" requirement;

8.3.2 For purposes of electronic communications between you and AHPCSA no electronic signature is required; the mere sending of data messages or browsing of our website demonstrates the User's intent to be a party to this agreement.

8.4 Attribution of data messages to originator

8.4.1 You agree and warrant that the data message sent, from any computer or device that is owned by you or your employer or programmed by you or on the your behalf, to AHPCSA was sent by you or a person that had authority to act on your behalf in respect of the data message.

9. TERMINATION

These Terms and Conditions and the User's access to the website may be terminated at any time by AHPCSA without notice. All restrictions, disclaimers and limitations of liability by AHPCSA will survive termination, however, the User will no longer be authorised to access the website. Any unauthorised use terminates this licence immediately.

10. BREACH

10.1 If you breach any of the terms and conditions of this website, AHPCSA reserves the right to, without prejudice to any rights which it may have in terms hereof or at law, to:

10.1.1 immediately suspend services available to you; and / or

10.1.2 order for specific performance and damages; and / or

10.1.3 terminate this Agreement and claim damages; and / or

10.1.4 Institute criminal procedures where applicable and necessary;

10.2 All costs, charges and expenses of whatsoever nature which may be incurred by the AHPCSA in enforcing its rights in terms hereof including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, irrespective of whether any action has been instituted, shall be recoverable from you if the above rights are successfully enforced.

11. GENERAL AND MISCELLANEOUS

11.1 Sole record of agreement

These Terms and Conditions constitutes the sole record of the agreement between you and the AHPCSA with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

11.2 No amendments except in writing

11.2.1 AHPCSA may make changes / amendments to the AHPCSA website, the policies, information described in the materials or content of these terms and conditions, at any time without notice. The AHPCSA reserves the right to vary or amend these terms and conditions from time to time. Any changes shall take effect upon posting to this website.

11.2.2 No addition to, variation of, or agreed cancellation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the User and the AHPCSA; and

11.2.3 No data message as defined above, including but not limited to an e-mail, SMS and recorded voice message, sent by you to the AHPCSA shall amend this agreement or the rights and duties of the parties in any manner, unless such a data message is reduced to paper and signed by the parties;

11.3 Waivers

No relaxation or indulgence, which any party may grant to any other, shall constitute a waiver of the rights of that party and shall not preclude that party from exercising any rights which may have arisen in the past or which might arise in future.

11.4 Survival of obligations

Any provision under these Terms and Conditions, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

11.5 Severability

If any one or more of the clauses of these Terms and Conditions shall be declared or adjudged (formally or informally) by competent authority to be illegal, invalid or unenforceable under any law applicable in any jurisdiction in which these Terms and Conditions are to be performed, including this clause :

- 11.5.1 That clause shall be deemed for all purposes to be severable from all the other clauses of these terms and conditions, which clauses shall continue in force unaffected;
- 11.5.2 The Terms and Conditions thus continuing shall (subject and without prejudice to any appeal to higher authority as to the status of that clause) exclude the offending clause but, if such deletion substantially affects or alters the commercial basis of these Terms and Conditions, the terms and conditions, including such provision, shall be amended in such manner as the parties shall in good faith agree which will, while not being void or unenforceable, most nearly achieve the object of the allegedly void or unenforceable provisions.

11.6 Complaint

Users may lodge complaints with regard to the AHPCSA website with the AHPCSA at e-mail: info@ahpcsa.co.za

12. GOVERNING LAW & JURISDICTION

These Terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa. The parties further agree to the exclusive jurisdiction of the North Gauteng High Court, Pretoria, which shall have exclusive jurisdiction over any dispute that may arise from these Terms and Conditions.

We recommend you print out a copy of these Terms and Conditions for your future reference.