CANSA Website Development

Website Terms and Conditions of Use

23 January 2013

Effective as of 23 January 2013.

PLEASE READ AND REVIEW THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE. By using this Web Site you agree to be bound by and comply with these terms and conditions.

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS (USERS) THAT ACCESS THE CANSA WEB SITE OR ANY PART THEREOF (THE CANSA WEB SITE) IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.
CANSA reserves the right to change these terms and conditions at any time, without notice to you, and you must consult the most recent version of this user agreement each time you view the Website.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS PLEASE EXIT THE CANSA WEB SITE IMMEDIATELY AND DISREGARD THE INFORMATION CONTAINED HEREIN, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

A COPY OF THE ECT ACT MAY BE DOWNLOADED FROM:
http://www.cansa.org.za/downloads/ectact.pdf

DEFINITIONS AND INTERPRETATION

a) References herein to User(s) means any person who access the CANSA web site, notwithstanding the fact that such a person only visited the home page of the CANSA web site;

b) References herein to the singular includes the plural and vice versa; and

c) These terms and conditions contain hyperlinks to copyright notices and legislation. If you find any of these hyperlinks are not working please contact us Cansainfo@cansa.org.za to obtain a copy of the relevant notice or legislation (”relevant information”). It is important that you do so given that you the User and the Cancer Association of South Africa (“CANSA”) agree that the relevant information shall continue to be deemed incorporated in this Agreement in terms of the provisions of section 11 of the Electronic Communications and Transactions Act, No. 25 of 2002 (the “ECT Act”).

1. GENERAL

1.1 The mission of CANSA is to substantially reduce the impact of cancer by promoting health in all communities within South Africa, through advocacy and the sustainable facilitation of research, prevention, early detection and care.

2. ALLOWED USE AND LICENSE

2.1 CANSA licenses the User to view, copy, download and print the content of the CANSA web site, provided that:

2.1.1 such content is used for personal, education and/or non-commercial purposes only; and

2.1.2 any reproduction of content from the CANSA web site includes the following copyright notice: © CANSA 13 December 2012. ALL RIGHTS RESERVED.

2.1.3 any use will not be done in such a way that same constitutes an infringement of CANSA’s intellectual property rights.”

2.2 As an option, users ("registered users") may register and post comments, provide more personalised information, or share their point of view. Registered users are fully responsible for all activities that occur under their names. CANSA does not retain liability or responsibility for such use.

2.2 Content from the CANSA web site shall not be used or exploited for any commercial and non-private purposes without the prior written consent of CANSA.

2.3 Users may only access and use the CANSA web site for legal purposes.

2.4 Use of content from the CANSA web site in electronic clipping services or personalised news services shall only be allowed if such electronic clipping service or personalised news service:

2.4.1 does not copy or provide the whole article, as it appears on the CANSA web site, but only provide a short summary of the contents of the article;

2.4.2 acknowledges CANSA as the source of the content;

2.4.3 provides a correct and working hyperlink to the source of the content or article on the CANSA web site;

2.4.4 includes the date upon which the content was sourced from the CANSA web site in the summary of the content;

2.4.5 if the summary accurately and fairly portrays the content and is not misleading in any way.

1.1. If any person uses content from the CANSA web site in breach of the provisions detailed herein:

1.1.1. CANSA reserves the right to claim damages from such person; and /or bring an application for an interdict.

1.1.2. CANSA reserves the right to institute criminal proceedings against the User.

1.1.3. CANSA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by such person or any third party.

1.2. Users may quote small and reasonable amounts of content available from the CANSA web site only if such quote is placed in inverted commas, the author is acknowledged and a hyperlink to the quoted content is provided as a footnote to such quote.

1.3. Apart from bona-fide search engine operators and use of the search facility provided on the CANSA web site by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) or through any automated, deceptive, fraudulent or other invalid means, including but not limited to the use of robots or other automated query tools and/or computer generated search requests to search or copy content from the CANSA web site for any purposes, without the prior written consent of CANSA.

1.4. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by CANSA at any time without giving reasons therefore.

1.5. Registered User Conduct

- All information, data, text, photographs, graphics, messages, or other materials ("content") publicly posted is the sole responsibility of the person from which such content originated. This means that the registered user, and not CANSA, bears all risks and liabilities for all content that the registered user uploads, posts, emails, transmits, or otherwise makes available via the service.
- The registered user agrees not to use the service to:
  - upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights (" rights") of any party;
  - upload, post, email, transmit or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation. (Posting the same note more than once can be considered "spam" or "spamming");
  - upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
  - upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, if legally or otherwise objectionable;
  - impersonate any person or entity, including, but not limited to, a CANSA official, former leader, guide or post, or falsely state or otherwise misrepresent his affiliation with a person or entity;
  - forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the service;
  - disrupt the normal flow of dialogue, cause the screen to "scroll "faster than other users of the service are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in the real time exchanges;
  - intentionally or unintentionally violate any applicable local, state, national or international law;
  - "stalk" or otherwise harass another;
  - harvest or otherwise collect or store personal darters about other users.

- The registered user acknowledges that CANSA and its designee's shall have the

right (but not the obligation) in their sole discretion to refuse, move, edit or delete any content that is available via the service. CANSA and its designees shall have the right to remove any content regardless of whether such communications violate this agreement. Registered users agree that they must evaluate, and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

- Registered users acknowledge and agree that CANSA may preserve content and

may disclose content if required to do so by law or in the good faith believes that such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce this agreement; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property or personal safety of CANSA, its users and the public.

User submissions

By submitting communications or content to any part of this website which content

would be viewable by the public (e.g. posting on a public forum/bulletin board or public chat or other public communication), the registered user agrees that such submission is non-confidential for all purposes. Any submission to this website will be deemed and remain the property of CANSA. The registered user grants, or warrants that the owner of such content has expressly granted CANSA royalty-free, perpetual, irrevocable, world-wide non-exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform and display the communication or content in any media or medium, or any form, format or forum now known or hereafter developed.

Modifications to the service

CANSA reserves the right at any time to modify or discontinue, temporarily or permanently, the service (or any part thereof) with or without notice. The registered user agrees that CANSA shall not be liable to him or to any third party for any modification, suspension, or discontinuance of the service.

Termination

The registered user agrees that CANSA , in its sole discretion, may terminate his password, registration or use of this service, and remove and discard any content within the service, for any reason, including, without limitation, for lack of use or if CANSA believes that the registered user has violated or acted inconsistently with the letter or spirit of this agreement. The registered user agrees that any termination of his access may be effected without prior notice, and acknowledges and agrees that CANSA may immediately deactivate or delete his registration and all related information and files relating to user registration and/or bar further access to such files or the service. Further, the registered user agrees that CANCSA shall not be liable to him or any third party for any termination of his access to the service.

3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE

3.1 All intellectual property on the CANSA web site, including but not limited to content, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to CANSA and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed in clause 2, all other rights to intellectual property on the CANSA web site are expressly reserved.

3.2 "CANSA" is a registered trademark and Users agree not to use the CANSA trademark or the "CANSA" mark as an element of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to CANSA at the cost of the User.

4. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services and content available from the CANSA web site is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the Act and CANSA has the duty to disclose the following information:

4.1 The full name and legal status of the web site owner: CANSA, Reg. No. 1932/003720/08; NPO No. 000-524;

4.2 Street address and address for service of legal documents: 26 Concorde Road West, Bedfordview, 2007, South Africa;

4.3 Postal address: PO Box Bedfordview, 2008, South Africa;

4.4 The web site address of the CANSA web site is http://www.cansa.org.za; email: cansainfo.org.za.

4.5 Management information of CANSA is available from: http://www.cansa.org.za/CorpGov/corp_governance.asp?Nav=1;

4.6 Codes of conduct to which CANSA subscribes: [None][Any?];

4.7 User may lodge complaints concerning the CANSA web site with CANSA.

5. CHANGES AND AMENDMENTS

CANSA expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

5.1 change these terms and conditions;
5.2 change the content and/or services available from the CANSA web site;
5.3 discontinue any aspect of the CANSA web site or service(s) available from the CANSA web site; and/or
5.4 change the software and hardware required to access and use the CANSA web site.
5.5 If CANSA changes these terms and conditions, it will post notice of these changes and the date they become effective, within the current terms and conditions.
5.6 Users acknowledge that CANSA may establish general practices and limits concerning use of its website, including without limitation the maximum number of days that email messages, message board postings or other uploaded content is retained by the website, the maximum number of emails that can be sent or received by a registered user, the maximum disk space allotted on servers for a registered user, and the maximum duration for which a registered user may have access to the website in a given period of time. CANSA has no responsibility or liability for the deletion or failure to store any messages or comments or postings and other communications or other content maintained or transmitted by the CANSA website servers. CANSA has the right to log off registered users that are inactive for an extended period of time. CANSA reserves the right to change these general practices at any time with or without notice.

6. PRIVACY

6.1 CANSA shall take all reasonable steps to protect the personal information of Users.

6.2 CANSA may electronically collect, store and use the following personal information of Users:

6.2.1 name and surname;
6.2.2 contact numbers;
6.2.3 e-mail address;
6.2.4 user selected password.

6.3 CANSA collects, stores and uses the abovementioned information for the following purposes:

6.3.1 To Communicate requested information to the User;
6.3.2 To Provide the User with access to restricted pages on this web site;
6.3.3 To Inform the User about events from CANSA.

6.4 The information detailed above is collected electronically and is provided

voluntary by the User.

6.5 The User may elect not to receive any communications from CANSA. The user can do so by:

6.5.1 Login on to the CANSA website and unsubscribe to selected newsletters.

6.6 CANSA reserves the right to collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

6.6.1 CANSA shall not disclose personal information from Users unless the User consent's thereto at the time of registration;
6.6.2 CANSA shall disclose information without the User's consent only through due legal process; and
6.6.3 CANSA may compile, use and share any information that does not relate to any specific individual.

6.7 CANSA owns and retains all rights to non-personal statistical information collected and compiled by CANSA.

7. HYPERLINKS TO THIRD PARTY SITES

7.1 CANSA may provide hyperlinks to web sites not controlled by CANSA and such links does not imply any endorsement, agreement on or support for the content of such target sites.

7.2 CANSA does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

8. SECURITY

8.1 CANSA shall take reasonable steps to secure the content of the CANSA web site and the information provided by and collected from Users from unauthorised access and/or disclosure. However, CANSA does not make any warranties or representations that content shall be 100% safe and secure.

8.2 CANSA is under no legal duty to encrypt any content or communications from and to the CANSA web site and is also under no legal duty to provide digital authentication of any page on the CANSA web site.

8.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the CANSA web site or the server and computer network that support the CANSA web site. Notwithstanding criminal prosecution, any person who delivers any damaging code to the CANSA web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold CANSA harmless against any and all liability, damages and losses CANSA and its partners / affiliates may suffer as a result of such damaging code.

8.4 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by CANSA. The ECT Act may be downloaded from: http://www.cansa.org.za/downloads/ectact.pdf.

9. DISCLAIMER AND LIMITATION OF LIABILITY

9.1 Subject to the provisions of sections 43(5) and 43(6) of the ECT Act, if applicable, and as far as allowed by law, CANSA (including its owners,

employees, suppliers, network operators, partners, affiliates and agents) shall not be liable for any damage, loss or liability of whatsoever nature incurred by whomever and resulting from:

9.1.1 access to the CANSA web site;
9.1.2 access to web sites linked to the CANSA web site;
9.1.3 inability to access the CANSA web site;
9.1.4 inability to access web sites linked to the CANSA web site;
9.1.5 content available on the CANSA web site;
9.1.6 services available from the CANSA web site;
9.1.7 any other reason not directly related to CANSA's gross negligence.

9.2 The CANSA web site is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. Neither is any information given as, or meant to be medical advice and should not be relied upon as a substitute for consultations with qualified health professionals who are familiar with the user's individual medical needs. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with CANSA, that the content and services available from and through the CANSA web site meet the User's individual requirements and is compatible with the User's computer hardware and/or software.

9.3 Information, ideas and opinions expressed on the CANSA web site should not be regarded as professional advice. Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the CANSA web site.

9.4 CANSA does not make any warranties or representation that content and services available from the CANSA web site will in all cases be true, correct and complete, current or free from any errors. CANSA shall take reasonable steps to ensure the quality and accuracy of content available from the CANSA web site.

9.5 CANSA does not make any warranties or representations that the CANSA web site will be available at all times. Users acknowledge that the CANSA web site may be unavailable due to updates or other causes beyond the reasonable control of CANSA, including, but not limited to virus infection, power failure or other "acts of God".

10. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the CANSA web site to CANSA and CANSA undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

11. INTERCEPTION OF COMMUNICATIONS

11.1 The User agrees (and consents) in terms of Chapter 2, Part 1 (including in terms of section 5) of the Regulation of Interception of Communications and Provision of Communication-Related Information (RIC) Act 70 of 2002 to CANSA intercepting, blocking, filtering, reading, deleting, disclosing and using all communications send by the User to the CANSA web site or its staff and employees as it deems appropriate.

11.2 The User agrees and acknowledges that the consent provided by the User in clause 11.1 above constitutes consent in "writing" as required in terms of the RIC Act and contemplated in terms of section 12 of the ECT Act.

12. ENTIRE AGREEMENT AND SEVERABILITY

12.1 These terms and conditions constitute the entire agreement between CANSA and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by CANSA from the User.

12.2 Any delay or failure by CANSA to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

12.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

13. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and CANSA agree that:

13.1 the User shall be bound to these term and conditions and such agreement is concluded every time the User enters the CANSA web site;

13.2 data messages (as defined in the ECT Act) addressed by the User to CANSA shall only be deemed to have been received by CANSA if CANSA responds thereto;

13.3 data messages (as defined in the ECT Act) addressed to the User by CANSA shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

13.4 the User agree and warrants that data messages that is send to CANSA from a computer, IP address or mobile device normally used by or owned by the User, was send and/or authorised by the User personally.

14. APPLICABLE AND GOVERNING LAW

The CANSA web site is hosted, controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the CANSA web site, its content, services and these terms and conditions.

15. LEGAL COSTS

15.1 CANSA shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

15.2 Should CANSA take any legal steps against the User as result of breach of contract, the User shall be liable for payment of the legal costs of such legal steps on an attorney and own client scale.

16. PROHIBITED USES

The User shall not, and shall not authorize or encourage any third party to:

16.1 Edit, modify, filter, truncate or change the order of the information contained On CANSA's Web Site:

16.2 Engage in any action or practice that reflects poorly on CANSA or otherwise disparages or devalues CANSA's reputation or goodwill.

16.3 Use or extract any information on the website for marketing purposes without

the prior written approval of CANSA.
The User acknowledges that any attempted participation or violation of the foregoing is a material breach of this agreement and that CANSA may pursue any and all applicable legal and equitable remedies against the User including an immediate termination of this agreement and the pursuit of all available civil or criminal remedies.

17. ONLINE SHOPPING TERMS

These online shopping terms and conditions apply to all purchases ordered online under the e shop function of this website.

a) **All products displayed on the website are subject to availability;**
b) **CANSA reserves the right to discontinue or change the specifications of its products and services from time to time without notice.**
c) **Payment may be made by credit card or by electronic transfer of funds;**
d) **CANSA cannot always guarantee availability of stock. If CANSA is unable to supply each and every item ordered or in the quantities ordered, the purchaser nevertheless agrees to accept delivery and make payment for the items correctly delivered;**
e) **Orders placed online constitute the purchaser's offer to purchase subject to these terms. The purchaser's offer is deemed to have been accepted by CANSA when the purchaser receives CANSA's confirmation of the order. Failure by CANSA to formally confirm or notify acceptance shall not affect the validity of the sale or the enforceability thereof;**
f) **The risk in the products shall pass to the purchaser on his or his authorised representative on delivery. CANSA will retain ownership in the products until payment has been received in full;**
g) **The purchaser undertakes not to use the products purchased through this website for any illegal or unlawful purposes or in contravention of any law, by law or regulation;**
h) **The purchaser undertakes not to use the products for any Shavathon event that is not authorised or arranged by CANSA or in such a way that it constitutes a contravention of the intellectual property which CANSA holds in relation to the Shavathon events;**
i) **The purchaser undertakes not to dispose of the products to third parties with the few of them using such products to hold events under circumstances which would constitute an infringement of the intellectual property rights of CANSA;**
j) **The products or sold "voetstoots" and CANSA shall not be held liable for any latent defects;**
k) **The purchaser hereby indemnifies CANSA against any liability for any damages or harm caused as a result of the use of the products by the purchaser or any other third person.**

18. MISCELLANEOUS

This agreement shall be governed by the laws of South Africa, except for its conflicts of laws principles. Any dispute or claim arising out of or in connection with this agreement shall be adjudicated in the North Gauteng High Court, Pretoria.

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