

## **EPILEPSY SOUTH AFRICA WEBSITE TERMS AND CONDITIONS**

### **Foreword**

The following terms and conditions direct your use of the Epilepsy South Africa website. Your use of this website implies your acceptance of these terms and conditions. Should you disagree with any of these terms and conditions, please refrain from using this website.

There is no restriction of age on this website, although it is advised that a minor (under 18 years old) be assisted by adult supervision when using this website.

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### **License to use website**

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You may view, download and print pages from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You may not:

- republish material from this website (including republication on another website without express written permission from Epilepsy South Africa;
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- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
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### **Acceptable use**

You may not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You may not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You may not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this

website without Epilepsy South Africa's express written consent.

You may not use this website to transmit or send unsolicited commercial communications.

### **User content**

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to Epilepsy South Africa a worldwide, irrevocable, non-exclusive, royalty-free license to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant Epilepsy South Africa the right to sub-license these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or Epilepsy South Africa or a third party (in each case under any applicable law).

You may not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

Epilepsy South Africa reserves the right to edit or remove any material submitted to this website, or stored on Epilepsy South Africa servers, or hosted or published upon this website.

Notwithstanding Epilepsy South Africa's rights under these terms and conditions in relation to user content, Epilepsy South Africa does not undertake to monitor the submission of such content to, or the publication of such content on, this website.

### **Links from this website**

Where this site contains links to other sites and resources provided by third parties, these links are provided for your information only. Epilepsy South Africa has no control over the content of such sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from your use thereof. When accessing a site via our website we advise you to check their terms of use and privacy policies to ensure compliance and determine how they may use your information.

### **Reliance on Information posted & disclaimer (please view the Epilepsy South Africa legal and medical disclaimer)**

The material contained on our site is provided for general information purposes only and do not claim to be or constitute legal, medical or other professional advice and shall not be relied upon as such.

We do not accept any responsibility for any loss which may arise from accessing or reliance on the information on this site and to the fullest extent permitted by South African law, we exclude all liability for loss or damages direct or indirect arising from use of this site.

### **Limitations of liability**

Epilepsy South Africa will not be liable in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even when Epilepsy South Africa has been expressly advised of the potential loss.

### **Exceptions**

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit Epilepsy South Africa's liability in respect of any:

- death or personal injury caused by Epilepsy South Africa's negligence;
- fraud or fraudulent misrepresentation on the part of Epilepsy South Africa; or
- matter which it would be illegal or unlawful for Epilepsy South Africa to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think these are reasonable, you must not use this website.

### **Other parties**

You accept that, as a limited liability entity, Epilepsy South Africa has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Epilepsy South Africa's officers or employees in respect of any losses you may suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect Epilepsy South Africa's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Epilepsy South Africa.

### **Indemnity**

You hereby indemnify Epilepsy South Africa and undertake to keep Epilepsy South Africa indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by Epilepsy South Africa to a third party in settlement of a claim or dispute on the advice of Epilepsy South Africa's legal advisers) incurred or suffered by Epilepsy South Africa arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions].

### **Breaches of these terms and conditions**

Without prejudice to Epilepsy South Africa's other rights under these terms and conditions, if

you breach these terms and conditions in any way, Epilepsy South Africa may take such action as Epilepsy South Africa deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

### **Variation**

Epilepsy South Africa may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

### **Assignment**

Epilepsy South Africa may transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You may not transfer, sub-contract or otherwise transact with your rights and/or obligations under these terms and conditions.

### **Severability and unenforceable provisions**

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

### **Entire agreement**

These terms and conditions constitute the entire agreement between you and Epilepsy South Africa in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

### **Law and jurisdiction**

These terms and conditions will be governed by and construed in accordance with South African Law, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.

### **Registrations and authorisations**

Epilepsy South Africa is registered with the National Department of Social Development and National Non Profit Organisation Directorate. You can find the online version of the register at <http://www.dsd.gov.za/npo/> and <http://www.npo.gov.za/>.

Epilepsy South Africa is subject to the NPO Directorate, which is supervised by the National Department of Social Development.

Epilepsy South Africa is registered as a member of the International Bureau for Epilepsy (IBE).

And is subject to the regulations stated in the constitution of the IBE which can be found at <http://www.ibe-epilepsy.org/about-us/members/members-public-area/>.

Epilepsy South Africa subscribes to the Independent NPO code of conduct which can be consulted electronically at <http://www.inyathelo.org.za/resources-and-tools/non-profit-code-of-governance.html>.

### **Trade marks**

Epilepsy South Africa is a South African registered trade mark of Epilepsy South Africa in terms of the Trade Marks Act No. 194 of 1993.

### **Epilepsy South Africa details**

The full name of Epilepsy South Africa is Epilepsy South Africa.

Epilepsy South Africa is a registered Non Profit and Non Government Organisation under registration number NPO 001-911.

Epilepsy South Africa's registered address is Syfin House ground floor, Fairway Close, Parow, South Africa.

You can contact Epilepsy South Africa by email to [info@epilepsy.org.za](mailto:info@epilepsy.org.za)

### **\*Credit**

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