

Website Disclaimer and Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS THAT APPLY TO THE USE OF OUR WEBSITE

1. TERMS OF WEBSITE USE

- 1.1 These terms of use ("Terms of Use"), together with the documents referred to herein, makes provision for the terms and conditions applicable when making use of the website of Helderberg Society for the Aged NPO ("HSFA", "Us", "We", "Our").
- 1.2 Please read these Terms of Use carefully before making use of Our website. We recommend that you print a copy of these Terms of Use for future reference.
- 1.3 These Terms of Use also refer to our [Privacy Policy](#), which sets out the terms on which We process any Personal Information We collect from you, or that you provide to Us, which also apply to your use of Our website.. **By using Our website, you consent to such processing and you warrant that all Personal Information provided by you is accurate.**
- 1.4 If you do not agree to these Terms of Use, We advise that you refrain from making use of Our website.

2. INFORMATION ABOUT US

Website <http://www.hsfa.org.za> is owned and operated by Helderberg Society for the Aged NPO (Registration Number 002-846 NPO)

Physical Address 121 Vonke House, Lourensford Road, Somerset West, 7130 ("**Premises**")

Postal Address PO Box 55, Somerset West, 7129

For more information about us, click [HERE](#).

3. CHANGES TO THESE TERMS

- 3.1 We may change these Terms of Use or any other term as referred to under these Terms of Use at any time. The amendments will be applicable when published on Our website.
- 3.2 Please check the Terms of Use from time to time to take notice of any changes made, as they are binding on you.

4. CHANGES TO OUR WEBSITE

- 4.1 We may update Our website from time to time and may change the Content at any time.
- 4.2 We may stop publishing Our website at any time without notice and will not be responsible for any consequences.
- 4.3 **PLEASE NOTE:** The Content on our website is provided for general information purposes only. The Content may therefore be out of date at any given time. Although We make reasonable efforts to update the information on Our website, we make no representations, warranties or guarantees, whether express or implied, that the Content on Our website is accurate, complete, free from errors or omissions or up-to-date.

5. ACCESSING OUR WEBSITE

- 5.1 **Access to Our website** is made available free of charge.
- 5.2 We do not guarantee that Our website, or any Content, will always be available or be uninterrupted. Access to Our website is permitted on a temporary basis.
- 5.3 We may suspend, withdraw, discontinue or change all or any part of Our website without notice to you. We will not be liable to you if, for any reason, Our site is unavailable at any time or for any period.
- 5.4 **You are responsible for making all arrangements necessary for you to have access to Our website**, including, but not limited to, mobile data and the costs associated with it. We do not guarantee that Our website, or any portion thereof, will function on any particular hardware or devices. In addition, use of Our website may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.
- 5.5 You are also responsible for ensuring that all persons who access Our website through your Internet connection are aware of these Terms of Use and other applicable terms and conditions, and that they comply with them.

6. RIGHTS GRANTED TO YOU

- 6.1. Subject to these Terms of Use, We grant you a limited, non-exclusive, non-transferrable and revocable, license to access and use Our website and Content at any time.
- 6.2. Any rights not expressly granted herein are reserved by Us.

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7. PROHIBITED USES

7.1 You may not use Our website or Content:

- 7.1.1. in any way that breaches any applicable local, national or international law or regulation;
- 7.1.2. in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect (including, but not limited to, harassment of third-party service providers);
- 7.1.3. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (for example: *Spam*);
- 7.1.4. to knowingly transmit any data, send or upload any material that contains viruses, trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware into Our website or the Content used by Us or any other Users of Our website; or
- 7.1.5. to access, without authority, interfere with, damage or disrupt any part of Our website or the equipment or network on which the website is stored.

7.2 You may further not:

- 7.2.1. remove any copyright, trademark or other proprietary notices from any portion of Our website;
- 7.2.2. reproduce, copy (direct or in-direct), modify, adapt, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit Our website (or any part thereof);
- 7.2.3. decompile, reverse engineer or disassemble Our website except as may be permitted by applicable law;
- 7.2.4. cause or launch any programs or scripts for the purpose of scraping, mirroring, indexing, surveying, or otherwise data mining any portion of Our website or unduly burdening or hindering the operation and/or functionality of any aspect of Our website;
- 7.2.5. frame Our website or any part thereof;
- 7.2.6. access or use Our website or the Content through automated means, including through the use of robots, spiders, or offline readers (other than by individually performed searches on publicly accessible search engines for the sole purpose of, and solely to the extent necessary for, creating publicly available search indices - but not caches or archives - of Our website or the Content and excluding those search engines or indices that host, promote, or link primarily to infringing or unauthorized content); or
- 7.2.7. attempt to gain unauthorized access to or impair any aspect of Our website or its related systems or networks.

E-mail addresses, names, telephone numbers and/ or fax numbers published on Our website may not be incorporated into any database used for commercial purposes or electronic marketing or similar purposes. The presentation of such details is no "opt-in"/ permission from Us to utilise same.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. We are the owner and/or rightful licensee of all intellectual property rights (including but not limited to, concepts, know-how, data processing techniques, copyrights, patents, designs (including the website look and feel and lay out), photos, inventions, trademarks, tables and compilations of data which are created, invented and/or developed, (registered or unregistered) in Our website and Content.
- 8.2. You may copy, and may download extracts, of any page(s) from Our website for your personal use only and to determine whether you wish to acquire find out about or Services advertised on Our website. You may draw the attention of others to content posted on Our website or by sharing same via social networks or other means available.
- 8.3. You must not modify the copies of any materials you have printed off or downloaded from Our website in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text or claim that it is yours. Our status as the authors of Content on Our website must always be acknowledged.
- 8.4. Neither these Terms of Use, nor your enquiry and/ or acquisition of our Services, convey or grant to you any rights:
 - 8.4.1. in or related to Our website, except for the limited license granted under paragraph 6 above; or

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8.4.2. to use or reference in any manner our business names, service names, logos, trademarks, designs or services marks or those of our licensors (registered or un-registered).

KINDLY TAKE NOTE: Our website is a services site where you are able to view the Services we offer to the general public. Services cannot be acquired directly from the website (e-commerce); you may enquire about our Services by visiting our premises or by contacting us through our contact facilities at info@hsfa.org.za or +27 21 852 5130.

9. LIMITATION OF OUR LIABILITY

- 9.1 WE PROVIDE OUR WEBSITE TO YOU ON AN “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS WHICH MAY APPLY TO OUR WEBSITE OR ANY CONTENT ON IT, WHETHER EXPRESS OR IMPLIED. IN ADDITION, WE MAKE NO REPRESENTATION, GUARANTEE OR WARRANTY REGARDING THE TIMELINES, QUALITY, RELIABILITY, SUITABILITY, OR AVAILABILITY OF OUR WEBSITE OR ANY OF OUR SERVICES THROUGH THE USE OF OUR WEBSITE, OR THAT THE USE OF OUR WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT IT IS WITHIN YOUR SOLE DISCRETION TO USE OUR WEBSITE AND THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF OUR WEBSITE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER ANY APPLICABLE LAW AND THAT YOU WILL INDEMNIFY US AGAINST ANY CLAIM, DEMAND, DAMAGE, COSTS, LOSS OR LIABILITY (INCLUDING REASONABLE ATTORNEY’S FEES) RELATED TO YOUR USE OF OUR WEBSITE.
- 9.2 WE, OUR BOARD, MANAGEMENT, EMPLOYEES, VOLUNTEERS, SPONSORS AND AGENTS SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER OR HOWSOEVER CAUSED ARISING FROM THE ACCESS OR USE OF OUR WEBSITE OR THE ACQUISITION OF ANY OF OUR, OR ANY THIRD-PARTY SERVICES.
- 9.3 YOU AGREE TO INDEMNIFY AND HOLD US AND OUR BOARD, SENIOR MANAGEMENT, EMPLOYEES, VOLUNTEERS, SPONSORS AND AGENTS HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, LOSSES, LIABILITIES, AND EXPENSES (INCLUDING ATTORNEY OWN CLIENT FEES), ARISING OUT OF OR IN CONNECTION WITH:
- 9.3.1. YOUR BREACH OR VIOLATION OF ANY OF THESE TERMS OF USE; OR
- 9.3.2. YOUR VIOLATION OF OUR RIGHTS.
- 9.4 WE WILL NOT BE LIABLE TO YOU FOR ANY DEFAULT OR DELAY IN THE PERFORMANCE OF OUR SERVICES TO YOU IF AND TO THE EXTENT THAT SUCH DEFAULT OR DELAY IS CAUSED BY ANY ACT OF GOD, WAR OR CIVIL DISTURBANCE, LABOUR UNREST, COURT ORDER, OR ANY OTHER CIRCUMSTANCE BEYOND ITS REASONABLE CONTROL INCLUDING FLUCTUATIONS IN COMMUNICATIONS OR UTILITY SERVICES (“FORCE MAJEURE”) AND PROVIDED WE ARE OBVIOUSLY WITHOUT FAULT IN CAUSING SUCH DEFAULT OR DELAY, AND SUCH DEFAULT OR DELAY COULD NOT HAVE BEEN PREVENTED BY THE US THROUGH THE USE OF ALTERNATIVE SOURCES, WORKAROUND PLANS OR OTHER MEANS.
- 9.5 DIFFERENT LIMITATIONS AND EXCLUSIONS OF LIABILITY MAY APPLY TO LIABILITY ARISING AS A RESULT OF THE SUPPLY OF SERVICES BY US TO YOU, WHICH WILL BE SET OUT IN OUR SERVICE SPECIFIC TERMS AND CONDITIONS.

10. SECURITY

- 10.1. Although we are not obliged to provide security on Our website, we feel it is important that your information, or any communication between Us, is dealt with in the most secure manner reasonably possible. However, because of the nature of the Internet, we cannot guarantee that your communications with Us by way of Our website are completely secure at all times.
- 10.2. To provide adequate security to all our Users, and to monitor activities prohibited under section 86 of the ECTA, you hereby agree to our right to intercept, monitor, block, read, delete or access all data sent to the website or any of Our other communication facilities, for example, email, instant messaging or fax-to-email applications, subject to the conditions as set out under the RICA.
- 10.3. It is our policy to virus check documents and files before they are uploaded to Our website. However, we cannot guarantee that documents or files downloaded from Our website will be free from viruses and we do not accept any responsibility for any damage or loss caused by any such virus. Accordingly, for your own protection, you must use virus-checking software when using this website.
- 10.4. Further, you agree not to upload or provide, via Our website, any document or file that may contain a virus. You are required to virus check any document or file which you intend to upload or provide to Our website.

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11. LINKING TO OUR WEBSITE

- 11.1 You may link to the homepage of Our website, from your website or other social media pages, which homepage is located at <http://hsfa.org.za/>, provided you do so in a way that is fair and legal and does not damage Our reputation or take advantage of it or breach any provision of these Terms of Use.
- 11.2 You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Our part where none exists, or provide a link to our website in any website that is not owned by you.
- 11.3 We reserve the right to withdraw linking permission without notice to you.

12. CONTENT AND LINKS IN OUR WEBSITE

- 12.1. Where Our website contains links to other websites and resources provided by third parties, these links are provided for your convenience and information only. You acknowledge that different terms of use and privacy policies may apply to your use of such third party content. We do not endorse such third-party content and in no event shall We be responsible or liable for any services of such third-party providers.
- 12.2. Social networks: You agree that when accessing, using and/or posting or uploading any content or materials of any kind to Our social network pages (these may include, Facebook, Twitter or any other facility (e.g. YouTube) made available by Us from time to time), You will:
- 12.2.1. 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;
 - 12.2.2. not harass others or disclose personal information about others that could amount to harassment;
 - 12.2.3. 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;
 - 12.2.4. 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;
 - 12.2.5. 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;
 - 12.2.6. not impersonate any person or entity, or falsely state or otherwise misrepresent yourself in any way;
 - 12.2.7. not promote any activity that is illegal;
 - 12.2.8. not use software to harvest information from the social media network page;
 - 12.2.9. not submit any material which is prohibited by any applicable data protection or privacy legislation;
 - 12.2.10. 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;
 - 12.2.11. not otherwise submit, post or upload any content or materials or otherwise do anything in breach of the specific social network's terms of use; and
 - 12.2.12. abide to the particular social network's Community Standards or Community Guidelines or any other similar codes of conduct made available by the particular social network. 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 is in breach of any of the rules or guidelines made available or in breach of these Terms of Use.

Social media is not a medium for conflict resolution or lodging complaints. Complaints should be sent to Us at info@hsfa.org.za.

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13. BREACH, SUSPENSION AND TERMINATION

- 13.1 Kindly take note that it is within Our discretion to determine whether there has been a breach of these Terms of Use through your use of Our website. In cases where a breach occurs, We may take such action as we deem appropriate.
- 13.2 We specifically exclude any liability for Our actions taken in response to a breach of these Terms of Use.
- 13.3 All costs, charges and expenses of whatsoever nature which may be incurred by Us in enforcing our 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.
- 13.4 No relaxation or indulgence, by either one of us to the other, shall constitute a waiver of the rights of that person and shall not preclude that person from exercising any rights which may have arisen in the past or which may arise in future.
- 13.5 Any provision under these Terms of Use, which contemplates performance or observance subsequent to any termination, or expiration of these Terms of Use shall survive any termination or expiration of these Terms of Use and continue in full force and effect.

14. CHANGE OF OWNERSHIP

If we undergo a change in leadership, or acquire or sell any of our assets to another entity, We may assign certain rights and obligations under these Terms of Use (including those as per our Privacy Policy) to a successor or separate entity, We will disclose the transfer on the website.

15. APPLICABLE LAW AND JURISDICTION

- 15.1 These Terms of Use are governed by the laws of the Republic of South Africa.
- 15.2 Subject to paragraph 17.3 below, any dispute arising from these Terms of Use shall be referred to mediation (as per a mediator agreed to by both parties). If no mediator is agreed to, then the dispute shall be referred to arbitration in Cape Town at a venue of Our choice. The Uniform Rules of the High Court of South Africa will apply.
- 15.3 Subject to paragraph 15.2 above, the parties further agree to the exclusive jurisdiction of the High Court of South Africa, Western Cape Division (Cape Town), which shall have exclusive jurisdiction to any dispute that may arise from these Terms of Use.
- 15.4 Kindly take note that no term, condition and/or provision of these Terms of Use is intended to limit any right to settle any dispute in terms of the CPA (to the extent applicable) using the mechanisms provided for herein.

16. ELECTRONIC COMMUNICATION AND CONTACT

- 16.1. Any Data Messages sent by Us to you shall be deemed to have been sent from the Premises.
- 16.2. A Data Message is deemed to be sent:
- 16.2.1. **By Us**, at the time shown on such message, or if not so shown, at the time shown on Our information system; and
- 16.2.2. **By you**, at the time when We confirm receipt thereof.
- 16.3. A Data Message is deemed to be received:
- 16.3.1. **By Us**, only when an authorised representative responds thereto (excluding an automated response). Such acknowledgement does not give legal effect to that message, unless specifically indicated by Us that it does; and
- 16.3.2. **By you**, once it enters your information system.
- 16.4. As provided for in terms of section 11(3) of ECTA, all information incorporated by the use of hyperlinks and/or other methods of reference shall form part of these Terms of Use.
- 16.5. Attribution of Data Messages:
- 16.5.1 You agree and warrant that any Data Message sent, from any computer or device that is owned by you or programmed by you, to Us was sent by you.
- 16.6. Expression of Intent – use of our website

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16.7. For purposes of electronic communications between you and Us, no electronic signature is required. The mere browsing of Our website demonstrates your intent to be a party to these Terms of Use.

17. CONTACT US

17.1. Queries relating to Website functionality or any other recommendations :Send Us an email at info@hsfa.org.za.

17.2. Questions or queries relating to our Services: Send Us an email at info@hsfa.org.za.

17.3. Complaints: We kindly request that you contact Us first should you have any complaints or any other service related issues. It is important to Us that you are satisfied with Our services. You may contact Us at info@hsfa.org.za+27 21 852 5130. Please ask for a reference number if you speak to any of Our representatives. We will of course reply to your complaint as soon as practically possible, but wish to note that we stand under no legal obligation to resolve such complaint.

17.4. Legal Documentation or Notices (hopefully this will never be required)

17.4.1. Physical Address: Our Premises;

17.4.2. Email: info@hsfa.org.za;

17.4.3. Marked for the attention of: **Senior Management**.

17.5. If We are required to send you any legal documents or notices you agree that We can send it via electronic mail to your email address, or by written communication by way of registered post to your address or if delivery to the aforesaid addresses is not successful, then such contact details We may find about you on the Internet (including platforms such as Facebook).

17.6. Any notice to you, or Us, which is:

17.6.1. sent by prepaid registered post in a correctly addressed envelope to the address specified for it under paragraph 17.4 above shall be deemed to have been received, unless the contrary is proven, within 10 (ten) days from the date on which it was posted;

17.6.2. delivered by hand, shall be deemed to have been received on the day of delivery, provided that it has been delivered to a responsible person during ordinary business hours; and

17.6.3. sent by a Data Message to the addressee shall be deemed to be received as per paragraph 16 above.

Notwithstanding anything to the contrary herein, a written notice actually received by you or Us, including a notice sent by telefax, shall be an adequate notice to it notwithstanding that it was not sent or delivered to the chosen address.

18. DEFINITIONS

Consumer shall have the same meaning attributed to it in terms of the CPA as it relates to the consumer of services;

Content means any information, content, images, video, audio, data, works of authorship, materials, software and technology which may be displayed on, incorporated into, underlying, or used to operate Our website;

CPA means the [Consumer Protection Act, Act 68 of 2008](#);

Data Message shall have the same meaning attributed to it in terms of ECTA;

ECTA means the [Electronic Communications and Transactions Act, Act 25 of 2002](#);

Personal Information shall have the same meaning attributed to it in terms of the POPI Act;

POPI Act means the [Protection of Personal Information Act, Act 4 of 2013](#);

Services means the services as reflected on our website;

RICA means the [Regulation of Interception of Communication and Provision of Communication Related Information Act, Act 70 of 2002](#);

Users means users of Our website (including you!).