



## Website Terms and Conditions

**By using the website, you agree to be bound by the Website Terms and Conditions. All terms and conditions are material. Please review them carefully before proceeding.**

### **COPYRIGHT NOTICE**

The contents of this website (including without limitation documents, articles, statements, text, images, logos and design) are ©2021 The South African Speech-Language and Hearing Association. All rights reserved.

### **1. DEFINITIONS**

- 1.1 “SASLHA” means the South African Speech-Language and Hearing Association.
- 1.2 “Personal information” has the meaning assigned to it in POPIA, and “information” has a similar meaning unless the context requires otherwise, and includes any information that identifies or relates specifically to you, such as your name and surname, contact details and information you supply when you log on to or submit information on the website.
- 1.3 “POPIA” means the Protection of Personal Information Act (Act 4 of 2013) (“POPIA”).
- 1.4 “Website” means the internet website with the address <https://saslha.co.za/> or any website with a URL that is validly registered to SASLHA.
- 1.5 “You” / “your” means the user of the website and the services offered by SASLHA on or through the website.

### **2. PURPOSE OF THE WEBSITE**

The main purpose of the website is to provide relevant information about SASLHA to its

members and the public and to allow the public to locate speech therapists and audiologists in their areas.

### **3. CONDITIONS OF ACCESS AND USE**

- 3.1 To avoid any confusion, you agree that the Website Terms and Conditions apply to your use of the website, any third-party website licensed to SASLHA and any information accessed via the website.**
- 3.2 If you are registered on the website, you must keep your access details (username and password) confidential and not allow other people to use them. You accept full responsibility for all activities that occur under your access details and accept responsibility for sharing your username and password with any third party. Any use of your access details shall be regarded as if you were the person using such information.**
- 3.3 Materials from the website may be used on a limited basis for non-commercial purposes only, provided that any material copied remains intact and that all copies include the following notice in a clearly visible position: 'Copyright © 2021 The South African Speech Language and Hearing Association. All rights reserved.'** These materials are for personal use only. Any copying or redistribution for commercial purposes or for compensation of any kind requires prior written permission from SASLHA.
- 3.4 You guarantee that you will only use the website and any services offered on the website for lawful purposes.**
- 3.5 By using the website and any services offered on the website, you guarantee that you will not, and you will not allow third parties on your behalf, to**
- 3.5.1 other than for your personal and non-commercial use, make, store, or print copies of extracts from this website, and "mirror" or cache information provided via this website on your own server, or copy, adapt, modify or re-use the text or graphics from this website without prior written permission from SASLHA;**
- 3.5.2 make and distribute copies of the website;**
- 3.5.3 attempt to copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website; or**
- 3.5.4 create derivative works of the website of any kind whatsoever.**
- 3.6 You acknowledge that the terms of the agreement with your Internet provider will continue to apply when using the website. As a result, you may be charged by your provider for access to network connection services for the duration of**

**the connection while accessing the website or any such third-party charges as may arise. You accept responsibility for any such charges that arise.**

- 3.7 If you are not the payer of the device being used to access the website, you will be assumed to have received permission from the payer for accessing and using the website.**

#### **4. DATA PROTECTION**

- 4.1 The website contains confidential information, which is the property of SASLHA and/or its data subjects and/or its business partners. **Unauthorised disclosure and/or use of this information may incur civil or criminal liability.**
- 4.2 Any of your personal information which you supply to SASLHA when using the website will be used by SASLHA in accordance with its Privacy Policy and subject to legislation or as otherwise agreed with you.
- 4.3 **You guarantee that all information provided by you on or via the website is true, accurate, current and correct and you undertake to update the information as and when required.**
- 4.4 All information that you provide to SASLHA may be stored electronically and with third parties, which parties are subject to strict levels of confidentiality. **These electronic records shall be proof of the information unless you can prove otherwise.**
- 4.5 SASLHA takes all reasonable steps to protect your personal information and maintain confidentiality, including by making use of encryption technology. **However, SASLHA cannot guarantee the security or integrity of any information you transmit to it online and you agree that you do so at your own risk.**

#### **5. INTELLECTUAL PROPERTY**

- 5.1 All trademarks, copyright, database and other intellectual property rights of any nature in the website together with the underlying software code as well as any content made available on the website (e.g., text, graphics, logos, images, etc., howsoever displayed) are owned either directly by SASLHA or by SASLHA's licensors unless expressly stated otherwise.
- 5.2 You do not obtain any trademark, copyright, database or any other intellectual property right of any nature or licence by using the website.
- 5.3 You are not granted any license or right to use any trademark without SASLHA's prior written permission and/or that of any third party.

## **6. TERMINATION**

**6.1 You agree that the following actions shall constitute material breaches of the Website Terms and Conditions that shall result in the termination of your registration on the website, if applicable, and use of the website, if possible:**

- 6.1.1 signing in as, or pretending to be another person;
- 6.1.2 transmitting material that violates, or could violate intellectual property rights or the privacy of others;
- 6.1.3 breaching the conditions of access to and use of materials on the website;
- 6.1.4 using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the website; or
- 6.1.5 gathering information about others without obtaining prior written consent.

**6.2** Upon termination of use as contemplated in this clause 6, the rights granted to you by the Website Terms and Conditions shall terminate.

## **7. WEBSITE ANALYTICS**

YourMembership.com, which operates the website and member portal, may use website analytics. Please consult their legal notices and privacy policy.

## **8. COOKIES AND CONSENT**

**8.1** SASLHA uses industry-wide technologies such as 'cookies' to collect information about the use of the website, your preferences and past browsing history. 'Cookies' refer to information that is sent from the website to your hard drive, where it is saved. This will allow SASLHA to improve its services and your experience when you use the website again.

**8.2** The 'cookies' will collect your consent for the processing of your personal information when you submit personal information on the website, if required, when you are not logged in as a user. The cookie is valid for the current browsing session. When it expires or if you clear cookies (and cookies are automatically cleared when the browser closes), you must provide consent again if you submit personal information on the website.

**8.3** Your IP address along with the date and time of consent will be collected for purposes of proof when you provide consent on the website.

**8.4** Consent of members will be valid for 1 year and must then be renewed.

- 8.5 The information obtained will be shared with persons or entities to the extent necessary for them to administer and improve the website on SASLHA's behalf.
- 8.6 When a member revokes consent, you will be logged out of the site and your profile suspended. You must then contact the administrator to be reinstated on the site.

## 9. ADVERTISING

SASLHA reserves the right to accept, reject or amend any request for advertising on the website or electronic communication, and no correspondence in this regard will be entered into. Responsibility for the content remains vested with the advertiser, and must adhere to prescribed advertising standards and the prescripts of the Health Professions Council of South Africa (HPCSA).

## 10. BREACH, DISCLAIMERS AND LIMITATION OF LIABILITY

- 10.1 SASLHA tries to ensure that the most sophisticated technology protects the information on the website. **However, SASLHA cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the website.** If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact SASLHA [admin@saslha.co.za](mailto:admin@saslha.co.za) as soon as possible so that the problem can be addressed.
- 10.2 **The website and all information, content, tools and materials are provided by SASLHA "as is" and on an "as available" basis without warranty of any kind.**
- 10.3 **SASLHA does not guarantee the operation of the website or the information content, images, tools or materials on the website.**
- 10.4 **While SASLHA makes every effort to ensure that the content and information on the website is complete, accurate and up-to-date, it makes no guarantee about the suitability of the products and services and provide no representation or warranty, express or implied, regarding the accuracy, correctness, truthfulness, reliability and completeness of information contained on the website.**
- 10.5 **SASLHA does not guarantee that the website and/or information, content, tools or materials included on the website, SASLHA's servers or any electronic communications sent by it are free from viruses or other harmful components.**
- 10.6 **The views and opinions expressed on this website, links or attachments hereto do not necessarily reflect the views and/or opinions of SASLHA.**

- 10.7 All messages made available as part of any discussion forum (including any bulletin board, advertisement and chat room) on the website and any opinions, advice, statements or other information contained in any messages posted or transmitted by any third party, are the responsibility of the author of that message and not of SASLHA. The fact that a particular message is posted on or transmitted using this website does not imply that SASLHA has endorsed that message in any way or verified the accuracy, completeness or usefulness of the message. Please report any objectionable message to [admin@saslha.co.za](mailto:admin@saslha.co.za).**
- 10.8 Although SASLHA is fully committed to providing you with the best possible service, it shall not be responsible for:**
- 10.8.1 any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, epidemics, pandemics, or any other cause beyond the reasonable control of SASLHA, or**
- 10.8.2 any inaccurate, incomplete or inadequate information supplied by you and/or obtainable from the website.**
- 10.9 The website and all of its component elements, including text, graphics, images, hyperlinks and other materials supplied by third parties, are for general educational purposes only and do not take the place of professional advice.**
- 10.10 You agree to use the website at your own risk. SASLHA makes no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this website and/or the services offered on the website and/or the information and/or images contained on this website.**
- 10.11 SASLHA provides no warranty that the services will meet your requirements, be uninterrupted, timely, and secure or error free.**
- 10.12 SASLHA, its council members, members, employees, service providers and website contributors shall not be liable to you or any other person or entity for, and you agree to indemnify them against, any liability, claim or damages of any kind, including for direct, indirect, special, incidental, punitive and/or consequential damages as well as loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, delict (including negligence), or otherwise, arising from any of the events described in this clause 10, including -**
- 10.12.1 your use of the website or from any information, content, tools or materials included on or otherwise made available to you through the website, including any damage or alteration to your equipment,**

**including but not limited to computer equipment, handheld devices or mobile telephones;**

**10.12.2 for any decision taken or acted upon as a result of reliance on the information or philosophies contained or expressed on the website;**

**10.12.3 your actions or omissions that result in a breach of the Website Terms and Conditions; and/or**

**10.12.4 any links to other websites from the website. You also acknowledge that SASLHA cannot control the content of or the products and services offered on those websites.**

**10.13 If you breach the Website Terms and Conditions, SASLHA shall have the right to claim damages of whatsoever nature, as well as loss of profits and business, and all legal costs on a scale as between attorney and own client, from you.**

## **11. JURISDICTION**

The laws of the Republic of South Africa shall govern these Website Terms and Conditions.

## **12. AMENDMENTS TO THE WEBSITE TERMS AND CONDITIONS**

SASLHA may in its sole discretion amend the Website Terms and Conditions from time to time without prior notice. The latest Terms and Conditions available on the website shall at all times take precedence over any other version of these Terms. **It is your responsibility to make sure you are satisfied with any changes before continuing to use the website.**

## **13. FURTHER INFORMATION**

If you have questions about these Website Terms and Conditions, please contact [admin@saslha.co.za](mailto:admin@saslha.co.za).