

Sharonlea Primary School – Website Terms & Conditions

INTERPRETATION

The term “terms” refers to terms and conditions, and terms of use

The term “site” refers to the Sharonlea Primary School website, portal, mobisite or any other such application as may be available in the future and if inferred from the context, may also include any other website or part thereof, accessed through a link to our website or portal and shall include, but is not limited to, social media websites such as Facebook, LinkedIn, Twitter or any such site.

The terms “we”, “us” or “our” refer to Sharonlea Primary School.

The term “you” refers to the user or viewer of the Sharonlea Primary School site.

1. GENERAL

- 1.1. By accepting agreement to these terms and by using the site, you indicate that you accept these terms and that you agree to abide by them. If you do not accept these terms, please tick that you do not agree and leave the site.
- 1.2. Use of the site is also subject to any additional enrolments, agreements, policies or guidelines posted on the site from time to time.
- 1.3. Sharonlea Primary School does not make any representation regarding any other websites which may be linked to or accessed through this site and accordingly accepts no responsibility for the content or use of such websites or information contained therein. Sharonlea Primary School shall not be liable to any party for any form of loss or damage incurred as a result of any use of or reliance on any information contained on such website or any websites which can be accessed through this website.
- 1.4. This site is supplied on an “as is” basis and has not been compiled or supplied with the intention of meeting your individual requirements. It is your sole responsibility, as user, to satisfy yourself, prior to making use of this site, that the service available from and through this site will meet your individual requirements and be compatible with your hardware and/or software.

1.5. Cookies

www.sharonlea.org.za site may use “cookies” in order to deliver web content specific to individual users’ interests. Sensitive personal information is not stored within cookies.

1.6. Webforms

www.sharonlea.org.za uses webforms forms on this site. These forms require users to give contact information; full names, e-mail address, contact number. Contact information is used only to send material relating to the enquiry for which it was collected and will not be sold to another party.

2. AGE RESTRICTIONS

- 2.1. The site is not available for any person under the age of 18 without your parents/guardian’s consent. If you are under 18 years old, your parent or guardian is required to consent to your use of this site and shall be required to accept these terms on your behalf. Accordingly, Sharonlea Primary School is indemnified from any and all liability in this regard, including any liability arising as a result of your failure, or someone acting on your behalf, to provide accurate information in this regard when required to do so through the use of this site.

3. LIABILITY

- 3.1. Subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this site or the services or content provided from and through this site, or third-party website accessed through this site. Furthermore, we make no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this site are free from errors or omissions or that the service will be uninterrupted and error free.
- 3.2. Sharonlea Primary School, or any other party (whether or not involved in creating, producing, maintaining or delivering the Site or the portal), and any of Sharonlea Primary School officers, employees or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in delict (including without limitation negligence), contract or otherwise, in connection with the site (including the User-Generated Content) in any way or in connection with the use, inability to use or the results of use of the site (including the User-Generated Content), any sites linked to the site or the material on such sites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing the Site (including the User-Generated Content) or your downloading of any material from the site (including the User-Generated Content) or any sites linked to the site.
- 3.3. You agree to keep Sharonlea Primary School and its associates fully indemnified against any actual or contingent liabilities incurred in relation to any actions or claims brought by any person against Sharonlea Primary School as a result of an actual or alleged breach by you of any law, or such other actions or claims brought in relation to the provision of services by Sharonlea Primary School to you.

4. SERVICE ACCESS

- 4.1. Sharonlea Primary School endeavours to ensure that the site is normally available 24 hours a day. Access to the site may be suspended temporarily and without notice in the case of system failure, maintenance or repair or for reasons beyond Sharonlea Primary School's control. Sharonlea Primary School shall not be liable if for any reason the site is unavailable at any time or for any period.

5. INFORMATION ON THIS SITE

- 5.1. Information, ideas and opinions expressed on these sites should not be regarded as professional advice or the official opinion of Sharonlea Primary School. Users must seek advice prior to taking any action based on the contents of this site.
- 5.2. Sharonlea Primary School has not determined that the site content is suitable for any particular purpose and/or for a user whatsoever, other than as a general reference, and has not necessarily disclosed all risks relating to the site content or its subject matter. You should not rely on the site content for professional advice (including, but not limited to business, financial, investment, trading, or other advice) or as a basis for any investment, transactional or similar decisions you make or which are made on your behalf without first consulting with your preferred professional or business advisors (who may include their attorney, tax, accounting and investment advisors). No information or data on this site is an offer to do business (which upon acceptance by

yourself will constitute a contract), but is merely an invitation to do business. No agreements shall be concluded merely by sending a data message to this site or its owners. Valid agreements require an acknowledgement of receipt of an offer, duly received from us. This is subject to the provisions in section 11 of the Electronic Communications and Transactions Act.

6. USER-GENERATED CONTENT AND CONDUCT

- 6.1.** Any use of User-Generated Content by Users other than for private, non-commercial research or study is strictly prohibited.
- 6.2.** You are prohibited from posting or transmitting to or from the site, including Sharonlea Primary School's Facebook, Google+ and other social networking media, any material:
 - 6.2.1.** that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance or inconvenience; or
 - 6.2.2.** for which you have not obtained all necessary licences and/or approvals; or
 - 6.2.3.** which constitutes or encourages conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of or infringe the rights of any third party, in any country in the world; or
 - 6.2.4.** which is technically harmful (including (but not limited to) computer viruses, logic bombs, Trojan horses, worms, harmful components, corrupted data or other malicious software or harmful data.
(together "Inappropriate User-Generated Content")
 - 6.2.5.** publish, upload, exchange or transmit any content that the User/Client knows to be false or untrue, or has justifiable reasons to believe it to be false or untrue, and whose use may cause damage to Sharonlea Primary School, other Users or third parties;
 - 6.2.6.** **for any User/Client misrepresenting him/herself for the purpose of deceiving Sharonlea Primary School, other Users or third parties;**
- 6.3.** Sharonlea Primary School shall fully co-operate with any law enforcement authorities or court order requesting or directing Sharonlea Primary School to disclose or identify or locate anyone posting any Inappropriate User-Generated Content.
- 6.4.** Sharonlea Primary School accepts no responsibility for actively monitoring any forums, such as, but not limited to Facebook, Google+ and any such other forums as may come into existence, contained in the site for Inappropriate User-Generated Content. You agree that Sharonlea Primary School accepts no liability whatsoever if we so choose from time to time to edit, restrict or remove the User-Generated Content.

7. INTELLECTUAL PROPERTY AND RESTRICTIONS OF USE

- 7.1.** This site contains information which is owned by or licensed to us, including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion and other information related to the site. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use, either in whole or in part, other than in accordance with the next paragraph is strictly prohibited. Without limiting the generality of the rights granted to a user under applicable intellectual property law, you are granted a non-exclusive, non-transferable, revocable license to:
 - 7.1.1.** access and use this site strictly in accordance with these terms.
 - 7.1.2.** to use this site solely for personal, non-commercial and lawful purposes.

7.1.3. to download, copy, print screen, use, save or print out information from the site solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

8. LINKS TO AND FROM OTHER SITES

- 8.1.** You may not create a link to this site from a third-party site or document without our prior written consent.
- 8.2.** Links to third party websites on the site are provided solely for your convenience. If you use these links, you leave the site. We have not reviewed all these third-party websites. We do not control and are not responsible for these websites or their content or availability. We therefore do not endorse or make any representations about any third-party website, or any material found in such websites, or any results that may be obtained from using them. If you decide to access any of the third-party websites linked to the site, you do so entirely at your own risk.
- 8.3.** If you would like to link to the site and have our permission to do so, you may only do so on the basis that you link to, but do not replicate, any page of the site, and subject to the following conditions:
- 8.3.1.** you do not remove, distort or otherwise alter the size or appearance of Sharonlea Primary School logo or any of its related subsidiaries;
 - 8.3.2.** you do not in any way imply that we are endorsing any products or services other than its own;
 - 8.3.3.** you do not misrepresent your relationship with us nor present any other false information about Sharonlea Primary School;
 - 8.3.4.** you do not otherwise use Sharonlea Primary School mark displayed on the site without express written permission from us;
 - 8.3.5.** you do not link from any other site that you do not have the necessary authority or permission to link from; and
 - 8.3.6.** the site you are linking from does not contain content that is distasteful, offensive or controversial, infringes any intellectual property rights or other rights of Sharonlea Primary School or any other person or otherwise does not comply with all applicable laws and regulations.
- 8.4.** We expressly reserve the right to revoke the right granted in clause 11.3 for breach of these terms and to take any action we deem appropriate.
- 8.5.** You shall fully indemnify us for any loss or damage suffered by Sharonlea Primary School or any of its group companies for breach of clause 11.3.

9. VARIATION OF TERMS

- 9.1.** We reserve the right to modify these terms or information set out in the site at any time and will publish notice of any such modifications online. By continuing to access our site after notice of such modifications has been published, you agree to comply with and be bound by them. If you disagree with any of these modifications, you must immediately cease your use of our site.

10. GUIDELINES FOR ONLINE CONDUCT

- 10.1.** You agree to use the site in accordance with all applicable laws.
- 10.2.** We respect the constitutional right to freedom of speech and encourage robust intellectual debate. Your right to free speech is subject to the provisions of the Constitution.
- 10.3.** You agree not to post any advertising or any form of commercial solicitation, including, but not limited to, spamming anywhere on the site.

- 10.4. You agree not to post any content that contains viruses or other harmful items anywhere on the site.
- 10.5. We reserve the right to remove content, block access or take other action which we deem appropriate in the circumstances against any content which violates the above rules and guidelines.
- 10.6. If a third-party claims that any material you have contributed to a site is unlawful, you will bear the burden of establishing that the material complies with all applicable laws.
- 10.7. You agree that you will not access or attempt to access any other user's account or misrepresent or attempt to misrepresent your identity while using the sites.
- 10.8. You agree that you will not restrict or inhibit any other user from using and enjoying the sites.
- 10.9. You agree that you are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer, and agree to accept responsibility for all activities that occur under your account or password.
- 10.10. We respect the intellectual property of others. If you believe your copyright has been violated on a site hosted by us, please give notice at: admin1@sharonlea.org.za We will, upon receipt of such notice and confirmation that such copyright has been violated, use all reasonable means to remove the infringing content and inform the person that posted it of such removal and the reason therefor.

11. DATA PROTECTION

- 11.1. The "Client" being a data subject and further, as the duly authorised representative of the said Client, hereby acknowledge that Sharonlea Primary School has been engaged or may possibly be engaged to render or potentially render a wide range of educational services and therefore consent thereto that Sharonlea Primary School collects, hold, organise, store, use, administer and process the Client's personal information for this purpose. The personal information (the "information") in relation to this consent is:
 - 11.1.1. the Client's contact – and invoicing details (including email addresses, fax and phone numbers, physical, postal and website addresses VAT and Tax Numbers, banking details), FICA documents in terms of the Financial Intelligence Centre Act 38 of 2001 (as amended), the verification of the Client's details and shall include credit check(s) on the Client and key decision-makers.
- 11.2. The Client acknowledges that it has the right to:
 - 11.2.1. request a list of the names and addresses of any potential recipients of the information;
 - 11.2.2. to review and correct the Information;
 - 11.2.3. The Client acknowledges that information may be requested and shared in terms of its PAIA Manual; and
 - 11.2.4. to request the return or destruction of the Information once it is no longer required under the engagement with Sharonlea Primary School or by law.
- 11.3. Sharonlea Primary School undertakes that all personal information will be held securely to the standard directed by the Protection of Personal Information Act 4 of 2013 as amended (the "Act" or "POPIA") and that it has bound its service providers ("Operators") to a similar standard as required and prescribed by POPIA.

12. APPLICABLE AND GOVERNING LAW

This site is hosted, controlled and operated from the Republic of South Africa, and South African Law governs the use or inability to use this site and these terms and

conditions of use. South African courts have jurisdiction in the event of a dispute of any nature whatsoever arising between parties.

13. CONTACT INFORMATION / DOMCILIUM CITANDI ET EXECUTANDI

SHARONLEA PRIMARY SCHOOL may be visited or contacted at the following addresses:

Postal address:

Sharonlea Primary School
PO Box 40
Jukskei Park
Randburg
2153
South Africa

Physical address:

Sharonlea Primary School
Corner Mahogany & Camphor Streets
Sharonlea
Johannesburg
2158

Telephone: +27 11 704 3088

Fax: +27 11 462 2121

Email address: admin1@sharonlea.co.za