

WEBSITE POLICY, DISCLAIMER, PRIVACY STATEMENT FOR SELCOURT RESIDENTS' ASSOCIATION

1 WEBSITE PRIVACY POLICY DETAILS

INTRODUCTION

Unless the context clearly indicates to the contrary, any capitalised term in this Privacy Policy shall bear the same meaning as defined on <https://dictionary.cambridge.org/>. Should there be any uncertainty relating to definitions please email admin@selcourt.org. The definitions shall be deemed to have been incorporated herein by reference.

COMPLIANCE WITH APPLICABLE LAW

In terms of Section 14 of the Constitution of South Africa, 1996 – everyone has the right to privacy. Our Privacy Policy is developed to ensure that User's personal information and confidentiality is safeguarded.

The following legal sources have been taken into consideration in drafting this policy: the Constitution of the Republic of South Africa Act, 108 of 1996, the Electronic Communications Act, 25 of 2002 and the Protection of Personal Information Act 4 of 2013 (POPI), National Credit Act 34 of 2005, the Consumer Protection Act 68 of 2008 and the Promotion of Access to Information Act 2 of 2000 (PAIA) and the common law so as to ensure compliance with all relevant statutory requirements and best practice under South African law.

NO LIABILITY FOR UNAUTHORISED DISCLOSURE

While the SELCOURT RESIDENTS' ASSOCIATION will take all reasonably necessary steps to protect the User's rights of privacy whilst on <http://www.selcourt.org/> SELCOURT RESIDENTS' ASSOCIATION cannot accept any liability whatsoever for unauthorised or unlawful disclosure of the User's personal and confidential information made by third parties who are not subject to the SELCOURT RESIDENTS' ASSOCIATION' control.

PERSONAL INFORMATION

For purposes of this Privacy Policy, "personal information" includes the User's initials, surname, first name, passport number/identity number, date of birth, gender, cell phone number, e-mail address, home telephone number, work telephone number, fax number, residential address, postal address, initial of spouse, first name of spouse, identity number of spouse, date of birth of spouse, name of a non-relative and contact number (required for purposes of registration) account numbers where accounts are transmitted via e-mail (required for purposes of meter readings), declaration of income (where a juristic person registers for the RSC levy service), the value of the User's property (where the User makes use of the Valuation Service), vehicle registration number and date of offence (where a User wishes to pay a traffic fine online) and information pertaining to juristic persons (e.g. Company Name, Company registration number).

CONSENT TO COLLECTION

By accepting the SELCOURT RESIDENTS' ASSOCIATION Website Terms, the User consents that SELCOURT RESIDENTS' ASSOCIATION may collection personal

information on an ongoing basis for the continued duration of the User's relationship with SELCOURT RESIDENTS' ASSOCIATION.

Should you wish to withdraw your consent, kindly email admin@selcourt.org

COLLECTION OF PERSONAL INFORMATION

SELCOURT RESIDENTS' ASSOCIATION collects personal information where such personal information is necessary for the purposes mentioned in clause 4 and more generally, to provide a particular Service.

In addition, the SELCOURT RESIDENTS' ASSOCIATION also collects personal information (i) where a User subscribes for newsletter, (ii) for purposes of improving its Service offering, (iii) for purposes of increasing Service efficiency, (iv) for purposes of communicating with Users, (v) providing the Services to Users, (vi) authenticating a User, (vii) providing a User with access to restricted pages on the Website and (viii) compiling non-personal statistical information about browsing habits, click patterns and access to the Website.

CUSTOMER DATA

The User Data collected by the SELCOURT RESIDENTS' ASSOCIATION is used solely in connection with granting User's access to the Website and for purposes of monitoring the User's use of the Website to limit or prevent breaches of security.

DISCLOSURE OF PERSONAL INFORMATION

The SELCOURT RESIDENTS' ASSOCIATION will not disclose any personal information it collects to any third party without the User's written consent, other than to credit bureaus and to other organisations where SELCOURT RESIDENTS' ASSOCIATION is required to do so by law.

SELCOURT RESIDENTS' ASSOCIATION will also provide personal information to law enforcement authorities in response to subpoenas and other lawful requests where SELCOURT RESIDENTS' ASSOCIATION believe that the disclosure of such personal information is necessary to identify, contact or institute legal proceedings against third parties.

RETENTION OF PERSONAL INFORMATION

All personal information will only be retained for as long as it is necessary to fulfil the purposes mentioned in clauses 4 and 6 above and as per legislation and regulatory bodies' rules and regulations.

ACCURATE AND UP TO DATE

The SELCOURT RESIDENTS' ASSOCIATION will use its best endeavours to keep the personal information it collects as accurate, complete, and up to date as is necessary for the purposes mentioned in clause 4 and 6 above, and SELCOURT RESIDENTS' ASSOCIATION shall, from time to time, request the User to update its personal information on the Website.

Users can review or update any personally identifiable information that SELCOURT RESIDENTS' ASSOCIATION holds on the User by emailing admin@selcourt.org.

To better protect Users and safeguard personal information, SELCOURT RESIDENTS' ASSOCIATION does take steps to verify a user's identity before granting access to its account or making any corrections to its personal information.

As part of its routine maintenance, SELCOURT RESIDENTS' ASSOCIATION removes undelivered e-mail addresses from its database after a period of three months.

SECURITY

SELCOURT RESIDENTS' ASSOCIATION uses encryption, firewalls and other security technology and procedures to help protect the confidentiality of personal information and prevent unauthorized access or improper use thereof. All personal information will be stored and securely hosted and located in a secure environment.

2 WEBSITE DISCLAIMER

1 Introduction

This disclaimer governs the use of this website. By using this website, you accept this disclaimer in full.

2 Advice

The information found on this, and other related sites are **not** legal, financial, or medical advice and should not be viewed or used as such. You must therefore **not rely** on the information on this website as an alternative to legal, financial, or medical advice from an appropriately qualified professional.

3 Representation or Warranties

To the maximum extent permitted by applicable law and subject to section 5 below, we exclude all representations, warranties, undertakings and guarantees relating to the website.

Without prejudice to the generality of the foregoing paragraph, we do not represent, warrant, undertake or guarantee:

- that the information on this website is correct, accurate, complete, and not misleading.
- that the use of guidance on this website will lead to any particular outcome or result.

4 Limitations and Exclusion of Liability

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer are subject to section 5 below; and govern all liabilities arising under the disclaimer or in relation to the website, including liabilities arising in contract, delict (including negligence) and for breach of statutory duty.

We will not be liable to you:

- in respect of any losses arising out of any events beyond our reasonable control.
- in respect of any business losses, including without limitation loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.
- in respect of any loss or corruption of any data, database, or software.
- in respect of any special, indirect, or consequential loss or damage.

5 Exceptions

Nothing in this disclaimer shall:

- limit or exclude our liability for death or personal injury resulting from negligence.
- limit or exclude our liability for fraud or fraudulent misrepresentation.
- limit any of our liabilities in any way that is not permitted under applicable law.
- exclude any of our liabilities that may not be excluded under applicable law.

6 Severability

If a section of this disclaimer is determined by any court or other competent authority to be unlawful and/or unenforceable, the other sections of this disclaimer continue in effect.

If any unlawful and/or unenforceable section would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the section will

continue in effect.

7 Law and jurisdiction

This disclaimer will be governed by and construed in accordance with South African law, and any disputes relating to this disclaimer will be subject to the exclusive jurisdiction of the courts of South Africa.

8 Our details

In this disclaimer, "we" means (and "us" and "our" refer to SELCOURT RESIDENTS' ASSOCIATION, a non-profit organisation.

3 WEBSITE TERMS AND CONDITIONS OF USE – TO BE ON WEBSITE

1 Introduction

- a. These terms and conditions shall govern the use of our website.
- b. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part thereof, **you must not use our website.**
- c. If you are under 18, you will need to get your parent(s)/guardian(s) permission before contacting and interacting with us on this website. Please refer to our Children's Privacy Policy for more information.

2 Cookies if applicable

- Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookie requirements as set out below.
- A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- **We use cookies for the following purposes:**
 - **authentication** - we use cookies to identify you when you visit our website and as you navigate our website.
 - **status** - we use cookies to help us to determine if you are logged into our website.
 - **shopping cart** - we use cookies to maintain the state of your shopping cart as you navigate our website.
 - **personalisation** - we use cookies to store information about your preferences and to personalise our website for you.
 - **security** - we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally.
 - **analysis** - we use cookies to help us to analyse the use and performance of our website and services.

3 Managing Cookies

Most browsers allow you to refuse to accept cookies and to delete them. The methods for doing so vary from browser to browser, and from version to version. You should be able to manage your cookies such as blocking and deleting cookies via these links:

- CHROME - <chrome://settings/content/cookies>
 - FIREFOX - [about: preferences#privacy](about:preferences#privacy)
 - OPERA - Settings > Advanced > Privacy & Security > Site Settings > Cookies
- Blocking all cookies will have a negative impact on the usability of our websites. If you block cookies, you will only be able to use limited features on our website.

4 Copyright Notice

- a. Copyright © 2021 SELDCOURT RESIDENTS' ASSOCIATION
- b. Subject to the express provisions of this notice, we, together with our licensors, own and control all the copyright and other intellectual property rights on our website and the material on our website.
- c. All the copyright and other intellectual property rights on our website and the material on our website are reserved.

5 Copyright License

- i. **You may:**
 1. view pages from our website in a web browser.
 2. download pages from our website for caching in a web browser.
 3. stream audio and video files from our website.
- ii. Other than as specifically allowed by the other terms in this notice, you may not download or print any material from our website.
- iii. You may only use our website for your own personal purposes, and you must not use our website for any other purposes such as commercial benefit.
- iv. Except as expressly permitted by this notice, you may not edit or otherwise modify any material on our website.

6 Intellectual Property and Restriction on Use

This website contains information which is owned by and licensed to including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion, and other information related to the website. This information is protected under applicable intellectual property laws and reproduction, distribution, publication, or any other use other than in accordance with the next paragraph is strictly prohibited. You are granted a non-exclusive, non-transferable, revocable license to access and use this website strictly in accordance with these Terms; to use this website solely for personal, non-commercial purposes; to download or print out information from the website solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

7 Links

You may not create a link to a malicious or undesirable website from this website.

8 License to use website.

- a. Unless you own or control the relevant rights in the material, **you may not:**
 - i. republish material from our website (including republication on another website).
 - ii. sell, rent or sub-license material from our website.
 - iii. exploit material from our website for a commercial purpose.
 - iv. redistribute material from our website.

- b. We reserve the right to limit access to parts of our website, or even the website in its entirety, at our discretion. You may not circumvent or attempt to circumvent any access control mechanisms on our website.

9 Unacceptable Use

- a. You may not:
 - i. use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability, or accessibility of the website.
 - ii. use our website in any way that is unlawful, illegal, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
 - iii. use our website to copy, host, transmit, publish, or distribute any material which consists of (or is linked to) any malicious computer software.
 - iv. access or scrape our website with any robot, spider, or other automatic methods, except for the purpose of indexing search engines.
 - v. use data gathered by our website for any direct marketing activities (including without restriction direct mail, email, telephone, or SMS marketing.)
- b. You must ensure that all information you give us through our website, or in relation to our website, is true, accurate, updated, complete and non-misleading.

10 Limited Warranties

- a. We do not warrant or represent:
 - i. the completeness or accuracy of the information or advice published on our website.
 - ii. that the material on the website is up to date; or
 - iii. that the website or any service on the website will remain available.
- b. We reserve the right to discontinue or alter any or all our website services, and to stop publishing our website, at any time at our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.
- c. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website, and the use of our website.

11 Limitations and Exclusions of Liability

- a. Nothing in these terms and conditions will:
 - i. limit or exclude any liability for death or personal injury resulting from negligence.
 - ii. limit or exclude any liability for fraud or fraudulent misrepresentation.
 - iii. limit any liabilities in any way that is not permitted under applicable law; or
 - iv. exclude any liabilities that may not be excluded under applicable law.
- b. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.
- c. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities, or goodwill.
- d. We will not be liable to you in respect of any loss or corruption of any data, database, or software.

- e. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.
- f. We will not be liable to you in respect of any special, indirect, or consequential loss or damage.
- g. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity.
- h. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

12 Breaches of these terms and conditions

- a. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:
 - i. send one or more formal warnings to you.
 - ii. temporarily suspend your access to our website.
 - iii. permanently prohibit you from accessing our website.
 - iv. block computers using your IP address from accessing our website.
 - v. contact any or all your internet service providers and request that they block your access to our website.
 - vi. commence legal action against you.
- b. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation, creating and/or using a different account).

13 Variations

- a. We may revise these terms and conditions from time to time.
- b. The revised terms and conditions will be applicable for the use of our website from the date of publication on this website.
- c. You hereby relinquish any right you may have had, to be informed of any changes having been made to these terms and conditions.
- d. If you do not agree to the revised terms and conditions, you must stop using our website.

14 Assignment

- a. You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.
- b. You may not without our prior written consent assign, transfer, sub-contract or otherwise, deal with any of your rights and/or obligations under these terms and conditions.

15 Severability

- a. 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.
- b. If any unlawful and/or unenforceable provision of these terms and conditions 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.

16 Third party rights

- a. A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.
- b. The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

17 Jurisdiction

- a. These terms and conditions shall be governed by and construed in accordance with South African law.
- b. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

18 Our Details

- a. This website is owned and operated by *SEL COURT RESIDENTS' ASSOCIATION*
- b. We are registered in South Africa and our registered office is at Itogen Road Selcourt Springs.
- c. Our principal place of business is at Itogen Road Selcourt Springs.
- d. You can contact us:

i. by post, addressed to P O Box 12053 Selcourt 1567

ii. by telephone, on 079 133 2881; or

iii. by email, using admin@selcourt.org