

## Terms and Conditions of Use

### South African Heart Association NPC (SA Heart®)

#### 1. Acceptance and usage

These conditions become effective when you access the site for the first time and constitute a binding agreement between us **SA Heart®** and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this site.

Your use of this website is subject to the terms and conditions as set out herein, including, but not limited to the documents that are referred to in some of the clauses.

You should read the terms and conditions carefully before you access any webpage or participate in any forum, purchases & transactions, or other on-line information and services of **SA Heart®**.

By using this website, you acknowledge that you have read these terms and conditions and agree to be bound by and comply with them.

When you subscribe to membership of the **SA Heart®**, you will be issued with a user name and password. By using the user name and password to access the service and/or by using the service, membership portal and member resources, you will be signifying your acceptance of these terms and conditions of use, which will form a binding agreement between you and **SA Heart®**.

When you purchase resources as a non-member of the **SA Heart®**, no registration or login is required and all transactions are handled as a 'once off' purchase. Your invoicing details will however be stored in the bookkeeping system of **SA Heart®** for as long as legally prescribed in terms of the relevant tax and company laws of South Africa.

**South African Heart Association's** online products and services ("Online Services") for members and non-members are subject to certain procedures and approvals, which **South African Heart Association** may reject at their sole discretion.

#### 2. Interpretation of this Agreement

1. "the/this agreement" - means these terms and conditions of use (available on our website), **South African Heart Association's** privacy policy (available on our website), **South African Heart Association's** disclaimer notice (available on our website), and other terms and conditions which **South African Heart Association** may, from time to time, impose in respect of the service, as amended and updated from time to time;
2. "effective date" - means the date on which **South African Heart Association** activates your subscription to the service;

3. "service(s)" - means any service offered by **South African Heart Association** or its business partners, any service described in these terms and conditions, and any other service that you may subscribe to or which may form part of **South African Heart Association's** offering from time to time;

### 3. Nature of information on the site

All information on this site is only intended to provide you with general information about **SA Heart®**), their clients, their members, their business partners, their products, services and objectives. Nothing on this site should be treated as an offer but merely as an invitation to do business with us.

### 4. Electronic communications

When you visit the **SA Heart®** website and during that visit complete a web form to request information or when you send an e-mail to **SA Heart®**, and do not explicitly request a non-electronic communication medium, you consent to receiving communications from **SA Heart®** electronically and agree that all agreements, notices, disclosures and other communications sent by **SA Heart®** satisfy any legal requirements, including, but not limited to the requirement that such communications should be "in writing".

### 5. Enrolment in sponsored courses

Where a user voluntarily enrolls in a scholarship/sponsored course, the following information will be provided to the sponsor of the course as evidence of the user having enrolled for the course:

1. The name and surname of the user accepting the scholarship and attending the course;
2. The date of enrolment in the program;
3. The date of completion of the program;
4. The professional registration number of the user;
5. The results that the user has obtained;
6. The country of professional registration and region of the user and
7. The email address of the user.

The information, serves as an attendance record for the sponsor, in accordance with the CPD Guidelines of the Health Professions Council of South Africa (HPCSA). Should a user accept a scholarship to attend a course, the user may be contacted by the sponsor via email to ascertain his/her satisfaction with the quality of the course.

### 6. Limited License to General Users:

1. The **SA Heart®** Website and the content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express

prior written consent of **SA Heart®**. The license does not allow the User to collect product or service listings, descriptions or other information displayed here.

2. **SA Heart®** grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
3. The User may not frame nor use framing technologies to enclose the Website or the Content nor any part thereof without the consent of **SA Heart®**.
4. **SA Heart®** does not offer products or services to minors. If you are under the age of 18, you may not respond to or otherwise accept or act upon any offers in the Website.
5. **SA Heart®**, their affiliates or subsidiaries reserve the right to refuse service, terminate accounts, remove or edit Content, or cancel orders at their sole discretion.
6. Any unauthorised use terminates this agreement.

## 7. Using search technology

The use of search technology, such as "web-crawlers" or "web-spiders", to search and gain information from this website is not permitted if such technology will result in slowing down this website or infringe the intellectual property rights of **SA Heart®**.

## 8. Information feeds

We may use the services of other organisations to provide information on the site. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from your reliance on it. Please refer to the disclaimer as well.

## 9. Linked third party sites and third party information

This site may contain links to other websites with information and material produced by other parties. While we try to provide links only to reputable websites, we cannot accept responsibility or liability for the information provided on other websites. A link from our site to any other website does not mean that we have scrutinized or endorsed the owners or administrators of the websites or their business or security practices and operations.

All third party information regarding products advertised or listed (example EDI products, PMA products or pharmaceuticals) on the website was obtained from the owner/supplier of the product and **SA Heart®** will not be held liable for any errors in data communicated by the legal owner. **SA Heart®** will always strive to displaying accurate and correct data.

**SA Heart®** does not constitute the accuracy of the claims made by the owners of the product but merely serves as a communication portal. Any such errors are to be taken up with the owner of the product.

## **10. Software**

The user needs to maintain their hardware and software of sufficient performance ability to make use of the Website. Your failure to use advanced browsers may cause some or all of the functionality of the site not to operate properly.

No warranty is given that any files, applications, or functions available on the site are free of viruses, Trojans, bombs, or other data errors.

## **11. The law governing our relationship**

The conditions will be governed and construed in accordance with the law of the Republic of South Africa without reference to any conflict of law provisions.

Last modified February 2022