

Terms & Conditions Child Welfare SA-Edenvale

Proprietor

This site is owned and run by Child Welfare SA - Edenvale (referred to in these terms as Child Welfare SA- Edenvale, “we” or “us”).

Introduction

Welcome and thank you for using the Child Welfare SA - Edenvale website (“the website”) www.EdenvaleChildWelfare.com

Legally Binding Agreement

All users are bound by these terms and conditions. Please read these terms and conditions carefully before accessing or using our website. By using this site, you acknowledge that you have read and accepted these terms and conditions. We retain the right to changes these Terms and conditions without prior notice. Your continued use of the website signifies your acceptance of any amendments or alterations made to these terms and conditions. Changes and clarifications will take effect immediately upon their posting on the website.

Any new features or tools which are added to the current store will also be subject to these terms and conditions.

By making use our page you understand that this at your own discretion and that in no way can Child Welfare SA – Edenvale be held liable or be held responsible when you click on links on our website, for example, Facebook, Twitter, Instagram, etc. they may direct you away from our site. We are not responsible for the privacy practices or policies of other sites and encourage you to read their privacy statements before accessing their sites.

Certain content, products and services available via our website may include materials from third-parties.

Third-party links on this site may direct you to their websites that are not affiliated with us. We are not responsible for examining or evaluating their content or accuracy. We do not guarantee, nor are we liable or responsible for any third-party materials or websites, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please carefully review the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

Privacy Policy

All personal data which you provide will be treated by us with the utmost security and confidentiality. No personal data will be shared with any third party without your express consent, unless we are required to do so by law or by order of the court.

Email Policy

Why do we need your email address? Most importantly, we need it to send you information regarding your requests etc. Of course, we would also like to keep you up to date on our activities and events happening at Child Welfare SA - Edeanvale. If you would not like to receive marketing or promotional materials from us, please click the 'unsubscribe' link at the bottom of the last email newsletter we send you.

Prohibited Uses

In addition to other prohibitions as set forth in these terms and conditions, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, national, provincial or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; (k) the collection or use of any listings, descriptions, or price lists from the Site, for the benefit of a competing merchant that supplies products comparable to those offered on the website; (l) any use or action that imposes an unreasonable or disproportionately large load of traffic on the Site, (m) incorporating any e-mail addresses, names, telephone numbers, and fax numbers published on the website in any database used for electronic marketing or similar purposes; or (n) otherwise interferes with its proper and timely functioning ;to interfere with or circumvent the security features of any related website, other websites, or the Internet. We reserve the right to terminate your use of our site or any related website for violating any of the prohibited uses.

No information on the website may be used for unsolicited communications to Child Welfare SA - Edenvale. All rights detailed in Section 45 of the Electronic Communications and Transactions Act are reserved.

Optional Tools

We may provide you with access to third-party tools over which we neither have any control nor input in. You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion. You should ensure that you are familiar with and approve of the terms by which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new services and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these terms and conditions.

User Comments, Feedback and Other Submissions

If, at our request, you send certain specific submissions or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, monitor, edit or remove content that we determine in our sole discretion is unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these terms and conditions.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain defamatory or otherwise unlawful, abusive or obscene material, or contain any computer virus that could in any way affect the operation of our or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

Errors, Inaccuracies and Omissions

We will at all times endeavour to provide accurate information however, occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information that is inaccurate at any time without prior notice.

We are not responsible if information made available on this site that is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

We undertake no obligation to update, amend or clarify information on any related website, except as required by law. No specified update or refresh date applied on any related website should be taken to indicate that all information on any related website has been modified or updated.

Disclaimer of Limitation of Liability

Child Welfare SA- Edenvale is responsible for adhering to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act in terms systems and security.

However, neither Child Welfare SA- Edenvale nor any of its representatives will be held liable for any loss or damages of any kind that arises from the use of (or inability to use) this website, its services or content. We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not guarantee that service results that may be obtained from the use of our website will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the website is at your sole risk. The website and the service we offer are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Child Welfare SA- Edenvale, our members, directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensor's be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, delict (including negligence), strict liability or otherwise, arising from your use of the website or for any other claim related in any way to your use of the website, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the website or any content posted, transmitted, or otherwise made available via the website, even if advised of their possibility. Because some jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify Child Welfare SA- Edenvale and our subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensor's, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these terms and conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

Severability

In the event that any provision of these terms and conditions are determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these terms and conditions, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These terms and conditions are effective unless and until terminated by either you or us. You may terminate these terms and conditions at any time by notifying us, or when you cease using our website.

If in our sole discretion you fail, or we suspect that you have failed, to comply with any term or provision of these terms and conditions, we also may terminate this agreement at any time without notice to you and we may accordingly deny you access to our services (or any part thereof).

Entire agreement

In the event that we fail to exercise or enforce any right or provision of these terms and conditions, this shall not constitute a waiver of such right or provision.

These terms and conditions and any policies or operating rules posted by us on this website constitutes the entire agreement and understanding between you and us and governs your use of the website, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the terms and conditions).

Any ambiguities in the interpretation of these terms and conditions shall not be construed against the drafting party.

Governing law

This website is offered, controlled and run from the Republic of South Africa. Accordingly, these terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.

Disputes

Any dispute relating in any way to your visit to our website that cannot be resolved directly between us will be referred to confidential arbitration in Johannesburg, South Africa. Such arbitration will be handled according to the rules then prevailing by the Arbitration Foundation

of South Africa. The arbitrator's award will be final and binding on the parties, save for manifest error and may be made an order of court by any court of competent jurisdiction.

Legal Notice Address

Child Welfare SA- Edenvale elects as its address for all purposes regarding these terms and conditions the following address:

61 12th Avenue
Edenvale
Gauteng
1609

South Africa

Changes to Terms and Conditions

These terms and conditions take effect on the date of first publication of the website and continue indefinitely thereafter, for so long as the website continues to be operated. You can review the most current version of the terms and conditions at any time on this page.

We reserve the right, at our sole discretion, to update, change or replace any part of these terms and conditions by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these terms and conditions constitutes acceptance of those changes.

Copyright and other Intellectual Property

Copyright in and to these terms and conditions together with any content contained on the website remain vested in Child Welfare SA- Edenvale . These terms and conditions may be downloaded, viewed and printed for private and non-commercial purposes only. Any use of these terms and conditions or any other content contained on our website for purposes other than this will only be permitted with our express written consent.

All content, trademarks and data on this website, including software, databases, graphics, text, links, icons, designs, private information etc. belong to or are under license to Child Welfare SA- Edenvale .

Disclosure

The following disclosures are made pursuant to the provisions of the Electronic Communications and Transactions Act:

Full name and legal status: Child Welfare SA- Edenvale

Physical address: 61 12th Avenue, Edenvale, Gauteng 1609

Website address: www.edenvalechildwelfare.co.za

Email address: administrator@edenvalechildwelfare.co.za

Members: a list of members is available on request.

Contact Information

Questions about the terms and conditions should be sent to us at administrator@edenvalechildwelfare.co.za.

The headings used in these terms and conditions are included for convenience only and will not limit or otherwise affect these terms.