

# **GENERAL TERMS AND CONDITIONS FOR THE USE OF THE WEBSITE AND ELECTRONIC COMMUNICATIONS**

## **Application**

These terms and conditions apply to all Users of the Chase Valley Veterinary Clinic Website ("Website"), and to all electronic communications between Users and personnel via any electronic means including emails, SMS, WhatsApp, and other data messaging services (collectively referred to as "Electronic Communications").

These Terms and Conditions applies to you the User and constitutes a binding agreement between you the User and Chase Valley Veterinary Clinic Inc - 2015/066699/21.

## **Processing Personal Information**

We respect your privacy and acknowledge that the website and Electronic Communications may contain personal details, which may belong to you and/or others (Personal Information) as defined by the Protection of Personal Information Act 4 of 2013 (POPIA).

By accessing the website and when sending and / or receiving Electronic Communication, you expressly give Chase Valley Veterinary Clinic consent to process and further process the Personal Information contained therein which processing will be done in accordance with POPIA, our Privacy Statement and the respective Processing Notices.

## **Privacy Policy**

The Website does not collect personally identifiable information from individuals unless they provide it to us voluntarily and knowingly.

Any information collected is used solely by Chase Valley Veterinary Clinic for the specific purpose for which it was collected.

The personal information of Chase Valley Veterinary Clinic's business partners is never sold to third parties, and we will not share personally identifiable information with third parties unless the person who has submitted the information has authorised us to do so, or if we are required to by law.

## **Application of POPIA to Users**

By receiving information from us when downloading content from the Website or receiving Electronic Communications, you the User shall be regarded as a Responsible Party as defined by the POPIA and you are bound by the provision of POPIA for lawful processing.

Users are obligated to Notify Chase Valley Veterinary Clinic of any breach of data involving

a Chase Valley Veterinary Clinic data subject or Chase Valley Veterinary Clinic itself.

Chase Valley Veterinary Clinic and its employees, shall not to be held liable for any loss or damage to a data subject that may arise from the User's failure to comply with POPIA and the User of this information indemnifies and holds Chase Valley Veterinary Clinic and its employees harmless against any loss or damage including any fines and penalties and legal costs which may arise in any proceedings or imposed by the Information Regulator.

### **Disclaimer - Chase Valley Veterinary Clinic Website**

The information, content, services, products and materials provided by Chase Valley Veterinary Clinic, including without limitation, text, graphics, audio-video, links and any other data formats are provided on an "as is" basis.

Although reasonable steps have been taken to ensure the accuracy and completeness of the contents, data and information, there may be instances where such information proves inaccurate or incomplete.

Changes are periodically made to the information herein and these changes will be incorporated in new editions of the Website.

Before making any decision or taking any action which might affect you or your business you should consult your own professional advisors and take all reasonable steps to ensure and verify the accuracy of the contents, data and information obtained from the Website.

### **Disclaimer - Electronic Communication**

The content and information (inclusive of all attachments) embodied in Electronic Communications despatched from any electronic communication system or source of Chase Valley Veterinary Clinic or its employees, is confidential and may be legally privileged.

If you are not the intended recipient, you should advise Chase Valley Veterinary Clinic and the individual sender by immediate return and delete same entirely from all your storage records. Recipients of any spam or offensive content should report this to Chase Valley Veterinary Clinic.

No enforceable agreement may be entered into between Chase Valley Veterinary Clinic and the recipient by Electronic Communication without the express separate written authority of an authorised representative of Chase Valley Veterinary Clinic.

The content of an email shall not be regarded as a binding contract unless the email expressly states that it is and sent from a person who is expressly authorised to conclude contracts for Chase Valley Veterinary Clinic. Only such attachments included in an email may be regarded as a contract if it is signed by an authorised Chase Valley Veterinary Clinic person.

Users should also be aware that electronic communication despatched or made available as above, may be intercepted in accordance with the statutory provisions of the Regulation of

Interception of Communications and Provision of Communication-Related Information Act No. 70 of 2002 as amended.

## **Limitation of Liability**

Without limiting the generality of the disclaimers herein:

- Chase Valley Veterinary Clinic does not make any representations or warrant that the website or Electronic Communications, will be error free, or will meet any criteria of accuracy, completeness or reliability of information, performance, or quality; and
- Whilst Chase Valley Veterinary Clinic has taken reasonable measures to ensure the integrity of the Website and Electronic Communications, no warranty, whether express or implied, is given that any files, downloads, or applications available via the website or electronic communications are free of viruses, Trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your system.

Chase Valley Veterinary Clinic and its employees shall not be liable for any direct, indirect, punitive, incidental, special or consequential damages or any loss arising out of or in any way connected with the use of the Website, use of Electronic Communications or in the event of criminal conduct where a third-party, not related to Chase Valley Veterinary Clinic, impersonates Chase Valley Veterinary Clinic or an Chase Valley Veterinary Clinic employee with the intent to defraud a User.

Such limitation of liability shall also apply with respect to damages resulting from the inability to use the Website or Electronic Communications, the operational failure of Website, or for any information, data, products, and services obtained through the Website or Electronic Communications, or otherwise arising, whether based on contract, delict, strict liability or otherwise.

## **Copyright**

All content included on the Website, such as text, graphics, logos, button icons, images, audio-video clips, databases and software, is the property of Chase Valley Veterinary Clinic or its content suppliers and protected by South African and international copyright laws.

Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on the Website is the exclusive property of Chase Valley Veterinary Clinic and protected by South Africa and international copyright laws.

Without derogating from the above, Chase Valley Veterinary Clinic authorises you to view, copy, download to a local drive, print, and distribute content from the Website provided that:

- Such content is used for information purposes only.
- Such content is used for non-commercial purposes. Users are expressly prohibited from incorporating any of the material from the Website in any other work,

publication, or website of your own or belonging to another.

- Any reproduction of material from the Website or portion thereof must include this notice in its entirety.

## **Violation and Waiver**

Should you violate these Terms and Conditions or any other rights of Chase Valley Veterinary Clinic, we reserve the right to pursue any legal and equitable remedies against you.

If we should fail to enforce any right or provision in these Terms and Conditions, you agree that this failure does not constitute a waiver of such right or provision or of any other rights or provisions in these Terms and Conditions.

If a court should find that one or more rights or provisions set forth in these Terms and Conditions are invalid, you agree that the remainder of the Terms and Conditions shall be enforceable and that, to the extent permitted by law, the court shall give effect to the parties' intentions, as reflected in any such right or provision that has been declared invalid or unenforceable.

## **General**

Chase Valley Veterinary Clinic reserves the right to make changes to these disclaimers, policies and terms and conditions at any time. Any such amendments will apply to Users.

## **Applicable Law**

These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to the principles of conflicts of laws.

You hereby consent to the exclusive jurisdiction of the High Court of the Republic of South Africa in respect of any disputes arising in connection with these Terms and Conditions.

## **Enquiries**

Should you have any questions please direct them to The Information Officer

Telephone number                      033 342 2982

Email    [informationofficer@chasevalley.vet](mailto:informationofficer@chasevalley.vet)