



TERMS AND CONDITIONS

Last updated: 10 February 2023

1. INTRODUCTION

Thank you for making use of our Services. Please take a few moments to read these Terms and Conditions (“this Terms”) which relate to your use of the information on this website. HeFSSA reserves the right to change, modify, add to or remove portions or the whole of this Terms of use from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means. Changes to this Terms of use will take effect upon such changes being posted to this website.

The continued use of this website by the user following the posting of changes or updates will be considered notice of the user’s acceptance to abide by and be bound by this Terms of use, including such changes or updates.

We will give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.

When you use our Services you agree to all of these terms. Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information.

If there is anything in this Terms that you do not understand then please contact info@hefssa.org

2. DEFINITIONS

- 2.1. **“Privacy Policy”** means the privacy policy adopted by us and forms part of this Terms. This policy is also available on our Website;
- 2.2. **“Use”** means to use, access, refer to, view or to make use of our services.
- 2.3. **“Users”** refers to any person who enters, uses or accesses the Website, notwithstanding the fact that such a person only visited the home page of the Website;
- 2.4. **“We”, “our”, “us”** means HeFSSA, a non-profit, member-based Company established in terms of the provisions of the Companies Act, 2008, with registration number: 2006/009019/08.
- 2.5. **“Your” and “you”** means any person who makes use of our Website and services.
- 2.6. **“Website”** means the website which is accessible at: <https://www.hefssa.org>.
- 2.7. **“Services”** means the services made available by us via our and Website, all social media platforms e.g. Facebook, Instagram, Communication e.g. WhatsApp, email, contacting via cell phone or society contact number.

3. TERMS AND CONDITIONS

- 3.1. These Terms and Conditions apply to Members and Visitors.
- 3.2. As a Visitor, User, or Member of our Services, the collection, use and sharing of your personal information is subject to our Privacy Policy
- 3.3. When you become a Visitor, User or Member of HEFSSA or if you have chosen not to register for our Services, you may access certain features as a “Visitor” or “User”.
- 3.4. You agree that by clicking “Become a Member “, or similar, registering, accessing or using our services, you are agreeing to enter into a legally binding contract with HEFSSA (even if you are using our Services on behalf of a company). If you do not agree to this do not click “Become a member” (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this, you can do so at any time by cancelling your membership and no longer accessing or using our Services.

4. MEMBERSHIP AND MEMBERSHIP FEES

- 4.1. Members are account holders. You agree to not transfer any part of your account (e.g., members only information). You are responsible for anything that happens through your account unless you terminate your membership or report misuse.
- 4.2. You will honour your payment obligations and you agree with us storing your payment information.
- 4.3. We may change or discontinue any of our Services. We may also increase our annual membership fees.
- 4.4. Information you have shared with others (e.g., through e-Mail, updates, or group posts) will remain visible after you terminated your membership or deleted the information from your own profile or mailbox, and we do not control data that other Members have copied out of our Services. Groups content and ratings or review content associated with membership termination will show an unknown user as the source. Your profile may continue to be displayed in the services of others (e.g., search engine results) until they refresh their cache.



5. WHAT TYPES OF PERSONAL INFORMATION DO WE PROCESS

- 5.1. The types of personal information that we may process includes information necessary for our legitimate business purpose. This may include (amongst other things), your name and identity number, e-mail and physical addresses, postal address, contact information, views or preferences and the pages of the Website viewed by you.
- 5.2. We will limit the types of personal information we process to only that to which you consent, and which is necessary for our legitimate business purposes. Any information you provide outside of the stipulated data fields necessary for our legitimate business will be subjected to the same criteria set for the processing of the information we require from you.

6. WHEN WILL WE PROCESS YOUR PERSONAL INFORMATION

- 6.1. Personal information may be processed by us in several ways, including, when:
- 6.1.1. you register to make use of the Services on the Website;
 - 6.1.2. you register to receive any notifications from us;
 - 6.1.3. you make use of the Services; and
 - 6.1.4. you browse the Website.
- 6.2. You acknowledge that all personal information processed by us may be stored by us and used for any of the purposes listed in these terms.

6.3. HOW DO WE USE YOUR PERSONAL INFORMATION

We may use your personal information:

- 6.3.1. to retain and make available to you health information, including the information described in these terms, on the Website as part of the Services;
- 6.3.2. to verify your identity on the Website;
- 6.3.3. for security, administrative and legal purposes;
- 6.3.4. for customer relations; and
- 6.3.5. for helping us in any future dealings with you.

7. SHARING YOUR PERSONAL INFORMATION

- 7.1. We will not disclose any of your personal information to third parties, except when we have your explicit written permission to do so or where we are required to do so in terms of law or by court order.
- 7.2. You agree that your de-identified aggregate personal information may be shared under the following circumstances:
- 7.2.1. **to our , advisers, service providers and suppliers** for our legitimate business purpose, such as to inform an advertising agency of our subscriber numbers;
 - 7.2.2. **to monitor web traffic:** web and application servers serving the Website automatically collect information about pages you visit. This information is used for internal review, to tailor information to individual visitors and for traffic audits. Should you provide personal information online as part of an online advertising promotion or in order to access a third party service, such information may be provided directly to the advertiser or the third party concerned;
 - 7.2.3. **promotions:** many promotions offer opportunities to request additional information from sponsors or third parties. When you request more information about a particular promotion, your email address may be shared with the sponsor of that promotion;
 - 7.2.4. **for statistics and advertisement purposes:** we may perform statistical analyses in order to measure interest in the various areas of the Website (for product development purposes) and to inform advertisers as to how many consumers have seen or "clicked" on their advertising banners. We may also use aggregated demographic information to allow advertising banners on the App and Website to be targeted, in aggregate.
 - 7.2.5. **government and law enforcement agencies:** where the law requires that we disclose your personal information to a party, and where we have reason to believe that a disclosure of personal information is necessary to identify, contact or bring legal action against a party who may be in breach of the Website Terms or may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other users, or anyone else that could be harmed by such activities.



8. YOUR RIGHTS

- 8.1. **You have the right to request** that we correct, destroy or delete any of your personal information that we have processed in accordance with these Terms. The personal information that you may request us to correct, destroy or delete is personal information that has been processed in accordance with these Terms that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain.
- 8.2. **You have the right to withdraw** your consent for us to process your personal information at any time. The withdrawal of your consent can only be made by you on the condition that the withdrawal of your consent does not affect the processing of your personal information before the withdrawal of your consent; or that the withdrawal of your consent does not affect the processing of your personal information if the processing is in compliance with an obligation imposed by law on us; or that the withdrawal of your consent does not affect the processing of your personal information where such processing is necessary for the proper performance of a public law duty by a public body; or that the withdrawal of your consent does not affect the processing of your personal information as required by law; or that the withdrawal of your consent does not affect the processing of your personal information as required to finalise the performance of a contract in which you are a party; or that the withdrawal of your consent does not affect the processing of your personal information as required to protect your legitimate interests or our own legitimate interests or the legitimate interests of a third party to whom the information is supplied.
- 8.3. **You have the right to object** to the processing of your personal information at any time, on reasonable grounds relating to your situation, unless the processing is required by law.
- 8.4. **You have the right to object** to the processing of your personal information, at any time, if the processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your consent for that processing.
- 8.5. **You have the right to submit** a complaint to the Information Regulator regarding an alleged interference with the protection of personal information processed in accordance with these Terms. The details of the Information Regulator are complaints.IR@justice.gov.za.
- 8.6. **You have the right to institute** civil proceedings regarding an alleged interference with the protection of your personal information processed in accordance with these Terms.

9. NOTICES AND MESSAGES

- 9.1 You agree with us providing notices and messages to you through our Services e.g., websites, e-news, mails, social media, WhatsApp, and contact information. If your contact information is out of date, you may miss out on important notices.

10. COPYRIGHT

- 10.1. The Website and the Content and Services thereof are protected by law. This incorporates all intellectual property rights in respect of the Website and the Content and Services thereof, including all rights, title and interest (statutory and common law) in copyright, designs, trademarks and inventions. Any unauthorised use of the Website and the Content and Services thereof and all intellectual property rights related thereto, is prohibited.
- 10.2. The software may not be sub-licensed, transferred or assigned without the prior written consent of us and you shall not and shall not permit access to the software and any documentation relating thereto by any third party without the prior written consent of us.
- 10.3. You will not acquire any right, title, or interest, including any intellectual property rights, in or to the Website and the Content or Services thereof other than those rights expressly granted to you in these Terms.
- 10.4. Where any of the Website Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time, and you agree to comply with such third-party terms and conditions. No portion of the Website may be reproduced in any way except as may be expressly permitted in these Terms. You agree not to exploit the Website in any unauthorised manner.



11. GENERAL USE OF SERVICES

- 11.1. The content of the website is intended to provide helpful, constructive, general information and guidance only in relation to the field of Heart Failure medicine and should not be relied upon for any other purpose. HEFSSA is not in any way responsible for your use, misuse or otherwise of the content.

12. EXTENT OF HEFSSA'S LIABILITY FOR THE SERVICES

- 12.1. Services e.g., website and its content are provided on an 'as is' basis; all express, implied, and statutory warranties, terms, and conditions are excluded, to the fullest extent permitted by law. Please note following:
- 12.1.1 Although HEFSSA uses all reasonable endeavours to edit and review the website content prior publication, HEFSSA makes no warranties in relation to the accuracy or reliability of any content published on this website. The content may contain inaccuracies or typographical errors.
- 12.1.2 HEFSSA does not host all pages appearing on the Services e.g., the website and its content and for this reason and due to the nature of the World Wide Web generally, is not able to warrant that this Service will be available 24 hours a day, nor that it will be free of virus or other harmful code or properties.
- 12.1.3 HEFSSA requires its web host to adhere to all data protection laws and principles but makes no warranty as to the security or safety of personal information which you might provide via these pages or Services. Where there are links to other services e.g., websites, or advertising appears on these services e.g., website, HEFSSA does not endorse products or services promoted by such third parties; information relating to third parties, their goods and services is provided to you as a visitor to this service for your general information and assistance only. You visit third party services e.g., websites and enter contracts with such third parties as it your own risk.
- 12.1.4 You acknowledge that the information on the Website and the Content thereof is not intended to, and does not, constitute professional healthcare advice or a replacement or substitute for professional healthcare advice of any nature whatsoever, including (without limitation) in respect of any diagnosis, treatment, or care to a specific health question or condition.
- 12.1.5 We strongly recommend, if you have any queries in relation to any health matter, or any query on or feel Uncertain about any information that forms part of the Services or the absence of any information, that you address those matters with your healthcare professional.
- 12.1.6 We urge you to not make any health decisions based on the information that through the Services and the website. All healthcare decisions, and the interpretation of information, must be done in conjunction with your healthcare professional.
- 12.1.7 We exclude all direct or indirect liability (whether arising in contract, tort (including negligence and breach of statutory duty) and misrepresentation or otherwise) and including damages, costs, claims or liabilities or loss of profit, loss or depletion of goodwill, loss of opportunity, loss of or damage to data or hardware, interruption to business howsoever arising from your use of this service.

13. COOKIES

- 13.1. Cookies are pieces of information a website transfers to a user's hard drive for record-keeping purposes
- 13.2. Cookies make surfing the web easier for you by saving your preferences and, tracking your online habits, traffic patterns and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.
- 13.3. We may place a "cookie" on your browser to store and sometimes track information about you.
- 13.4. While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the Website will not function properly if you refuse cookies.

14. LINKS TO OTHER WEBSITES

- 14.1. Our Service may contain links to other websites or platforms that are not operated by Us. If You click on a third-party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.
- 14.2. We have no control over and assume no responsibility for the content, privacy policies or practices of any third-party sites or services.



15. GOVERNING LAW

- 15.1. These Terms and Conditions shall be governed by and interpreted in accordance with the laws of South Africa. Compliance with the Protection of Personal Information Act (“POPI Act”) has been considered.

16. MISCELLANEOUS MATTERS

16.1. Addresses

- 16.1.1. Our address for the service of any legal notice is info@hefssa.org
16.1.2. Notices emailed to the above address shall be deemed to have been duly given: (i) 14 days after emailed, (ii) on delivery, if delivered to our address; and (iii) on despatch.

16.2. Disputes, claims and legal proceedings

- 16.2.1. Any dispute declared by you and any claim which you may have against us arising out of or in connection with these Terms or the use of the Services, including after termination, cancellation, or amendment of these Terms and/or the Services will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.
16.2.2. If we declare a dispute with you or wish to institute any claim or legal proceedings against you arising out of or in connection with these Terms or your use of the Website, the Website Content, or the Services, we reserve the right to deal with the matter in a forum of our choice, which include but will not be limited to the courts of South Africa. This right will continue to apply after termination, cancellation, or amendment of these Terms.
16.2.3. Notwithstanding anything to the contrary contained in these Terms, neither you nor we will preclude from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

17.1. COSTS

- 17.1.1. Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by us arising out of your use of the Website or the Content or Services thereof or a breach of these Terms, will be borne by you.

17.2. ASSIGNMENT

- 17.2.1. You shall not cede, assign or transfer any of your rights and obligations in these Terms without our prior written consent. We are entitled to cede, assign or transfer any of our rights and obligations in these Terms without your prior written consent and without notice to you.

17.3. INTERPRETATION

- 17.3.1. Copies of the following Acts can be viewed and downloaded at:
17.3.1.1. **Consumer Protection Act:** <https://www.gov.za/documents/consumer-protection-act>
17.3.1.2. **POPI Act:** <https://www.gov.za/documents/protection-personal-information-act>
17.3.1.3. **Electronic Communications and Transactions Act (“ECT Act”):**
<https://www.gov.za/documents/electronic-communications-and-transactions-act>
17.3.2. It is your responsibility to ensure that the copies downloaded or viewed are the most recent versions of the Acts.
17.3.3. In the event that any part of these Terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
17.3.4. No relaxation or indulgence which we may grant to you will be deemed to be a waiver of any of our rights in these Terms or in law.
17.3.5. The termination of any agreement created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.

18. COMPLAINTS

If you have a complaint about the Website, we can be contacted by email info@hefssa.org

19. TECHNICAL SUPPORT

- 19.1. If you have any technical issues with the Website please send an email info@hefssa.org a detailed description of your issue so it can be resolved quickly and effectively.