



# HURLYVALE PRIMARY SCHOOL

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## Hurlyvale Primary School Website Terms of Use Version 1.1 Date update: 19/07/2022

### Terms of service

#### USE

These Terms of Use (together with the documents referred to in it) (the “Terms”) sets out the terms on which you, the visitor, (“you” or “your”) may make use of our, Hurlyvale Primary School (“Hurlyvale Primary”, “us”, “our”, or “we”), website ([www.hurlyvaleprimary.co.za](http://www.hurlyvaleprimary.co.za)), whether as a guest or a registered user. Use of the website includes accessing, browsing, or registering for use. Your use of our website constitutes your acceptance of these Terms. If you do not agree to these Terms, you must not use our website.

Your use is only for domestic and private use, and you may not to use our website for any commercial or business purposes without obtaining our prior written consent.

#### TERMS

These Terms include to the following additional terms, namely our Privacy Policy, which sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our website, you consent to such processing and you warrant that all data provided by you is accurate; and our Cookie Policy, which sets out information about the cookies used by us on our website.

#### HVPS

This website is operated by Hurlyvale Primary School, a public school in terms of the South African Schools Act 84 of 1996 (as amended), has its principal place of operation at St Andrews Road, Hurlyvale, Ekurhuleni, Gauteng. You may contact us at [mail@hvps.net](mailto:mail@hvps.net).

#### MODIFICATIONS

We may change these Terms at any time. We shall reasonably attempt to notify you of any changes to these Terms, but in any event recommend that you check this page regularly. Any changes made shall have immediate effect upon being posted to this website, and your continuing use of our website constitutes your acceptance of such amended Terms.

#### CHANGES

We may update our website and/or change the content at any time. We give no guarantee that the website, or any content on it, will be free from errors or omissions. Any of the content on our website may be out of date at any given time, and we are under no obligation to update it.

#### ACCESS

Our website is made available free of charge. We do not guarantee that our website, or any content on it, will always be available or be uninterrupted. Access to our website is permitted

**Principal: D Schoultz**

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on a temporary basis. We may suspend, withdraw, discontinue, and/or change all or any part of our website without notice. We will not be liable to you if for any reason our website is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and other applicable terms and conditions, and that they comply with them.

## **DATA**

We collect, use, store and otherwise process your personal information and utilisation data and may share such data with third party service providers for the purposes of improving or providing data to the website. Data to be processed may include your name, email address, your telephone number, and other information.

You agree that we may access, preserve and disclose your personal information and/or content if required to do so by law or to: (i) comply with a legal process; (ii) respond to claims that any content violates the rights of third parties or (iii) protect the rights, property or personal safety of any member of the Hurlyvale Primary community, users, and the public.

## **INFORMATION**

You may not reproduce, duplicate, publish, modify, copy, download, upload in any manner, post, broadcast or transmit, reverse engineer or disenable, display, or distribute or in any way exploit any of the content, software and/or material; except in so far that the user may download one copy of the content on any single computer for the user's personal, non-commercial home use only; and provided that all propriety notices and restrictions attached onto the content are kept intact, unless expressly permitted by the site, or unless prior written consent from us has been obtained.

The user is also strictly prohibited from creating works, and/or software materials derived from or which are based on the contents found on this website. The prohibition applies regardless of whether the content is sold, negotiated or given away and/or further alienated in any manner whatsoever.

## **IP**

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If you print off, copy or download any part of our website in breach of these Terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You are responsible at all times for complying with these Terms and any applicable intellectual property laws which apply to our website.

## **COPYRIGHT**

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## **RELIANCE**

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely. Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, that the content on our website is accurate, complete, or up-to-date.

## **LIABILITY**

Nothing in these Terms excludes or limits our liability for: death or personal injury arising from our negligence; fraud or fraudulent misrepresentation; or any other liability that cannot be excluded or limited by applicable law. To the extent permitted by law, we exclude all conditions, warranties, representations, and/or other terms which may apply to our website or any content on it, whether express or implied (including any warranties with respect to availability, merchantability, fitness for a particular purpose, or otherwise).

We will not be liable to any user or any other person for any loss or damage (including any direct, indirect, incidental, and/or consequential losses), whether in contract, delict (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the: use of, or inability to use, our website (or any part of our website); and/or use of or reliance on any content displayed on our website, whether or not we have been advised of the possibility of such claims and/or losses in advance, and even if such claim or loss is foreseeable.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service (DDOS) attack, or other technologically harmful material that may infect or otherwise affect your computer equipment, computer programs, data, and/or other proprietary material due to



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your use of our website or to your accessing or downloading of any content on our website, or on any website linked to it.

We shall not be liable to you for any breach of these Terms or any failure or delay in providing to you our services through this website.

### **INDEMNITY**

The user further indemnifies us against any claims for damages of whatsoever nature caused to another party by the user's unauthorised use and/or access of the sites.

The user expressly agrees that the use of the website is at the users sole risk. We do not guarantee or warrant that the website will be uninterrupted; fault free and that the defects will be corrected; that the results that may be obtained from the use or application from information gained from the website in so far as accuracy and content of any such information is concerned; any merchandise provided through the website.

This site is provided "as is" and on an "as available" basis, without any representation or endorsement and without warranty of any kind. whether express or implied, including but not limited to warranties of satisfactory quality, non- infringement, title, security and compatibility. The user acknowledges and confirms the indemnity to us, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages arising from the use of or inability to use website. The provisions of this paragraph apply to all the contents of the website.

The disclaimer of liability applies to damages or injury, including but not limited to, indirect, direct, incidental, special, consequential or punitive damages or any damages whatsoever arising from use or loss of use of data or of profits, whether in breach of contract, deceitful action, negligence, or under any other cause of action.

If any of the terms and conditions of this agreement should be deemed to be unlawful, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms and conditions are intended to be effective than to the extent only and within the jurisdiction in which that term and condition is illegal, invalid or unenforceable, it shall be severed and deleted from this agreement and the remaining terms and conditions shall survive, remain in full force and effect and continue to be binding and enforceable.

### **CONTENT**

Any content you upload to our website will be considered non-confidential and non-proprietary, and we have the right to use, copy, distribute, and/or disclose to third parties any such content for any purpose. We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our website constitutes a violation of their intellectual property rights, or of their right to privacy.

You shall ensure that: (i) any content which you upload to, or post on, our website shall not be illegal, defamatory, or offensive; and (ii) that you have at the time of posting and shall maintain all relevant proprietary and intellectual property rights in the content which you are uploading or posting. You shall additionally ensure that you comply with our rules as may be posted on our website from time to time, at all times when posting or uploading content to our website.

We will not be responsible, or liable to any third party, for the content or accuracy of any content posted by you or any other user of our website. We have the right to moderate, amend and/or remove any posting you make on our website for any reason, including but not limited to situations where, in our opinion, your post is obscene, offensive, and/or infringes on third



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party intellectual property rights. The views expressed by other users on our website do not represent our views or values.

The user agrees that they will not transmit submissions to the website; use any of the forums for illegal purposes; for purpose of spamming; restrict or inhibit any other user from using and enjoying the forums; are unlawful, threatening, abusive, defamatory, obscene, vulgar, profane pornographic and/or allow for indecent information that constitutes a criminal offence and/or gives rise to a civil liability claim or otherwise violates any local, national or international law; violate the copyright, trademark or other intellectual property rights of any other person by the submission of the content to us through the forums or other user generated content avenues, which allow for such submissions. The user by the transmission of content in any manner whatsoever, represents to us that they are the rightful owner of such content transmitted or that the user has obtained permission from the rightful owners to submit such content transmitted; contain viruses or other harmful content; are intended for commercial purposes, contain marketing or promotional materials or are intended to solicit donations. All submissions become our exclusive property.

The user shall be solely liable for any damage resulting from any infringement of copyright, trademarks and other proprietary rights or any other damages resulting from such a submission. The user further indemnifies and holds us harmless against all claims for any damages whatsoever arising from the use of the website.

### **VIRUSES**

We do not guarantee that our website will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platforms in order to access our website. You should use your own, up-to-date virus protection software. You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs, and/or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our website, the server on which our website is stored, or any server, computer, or database connected to our website. You must not attack our website via a denial-of-service (DOS) attack or a distributed denial-of service (DDOS) attack. By breaching this provision, you may commit a criminal offence, and we will report any such breach to the relevant law enforcement authorities and co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

### **LINKING**

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. You must not establish a link to our website in any website that is not owned by you. We reserve the right to withdraw linking permission without notice.



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## **LINKS**

Where our website contains links to other sites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources. The following of any link to an external website is entirely at your own risk, and we shall not be liable for the content of such websites. To the extent that this website or any content on this website is published or hosted by a third party, such third party shall not be responsible for the accuracy of such.

We assume no responsibility for the content of websites linked on our website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

## **TERMINATION**

The use of or access to this site constitutes the user's acceptance of these Terms, which are binding on the user and take effect on a date which the user first makes use of, or access to the website. If the user does not accept all the terms and conditions in full, the user must exit the site immediately. We have the exclusive discretion to terminate the agreement at any time.

After the user has exited the site as aforesaid the user must destroy all content, whether materials or software, obtained from the site and all copies thereof. In the event of the user failing to exit the site as aforesaid we have the right to claim any indirect, direct, incidental, special or punitive damages caused to us from the user's unauthorised access and/or use of the Website. The user further indemnifies us against any claims for damages of whatsoever nature caused to another party by the user's unauthorised use and/or access of the website.

## **SEVERANCE**

If any part of these Terms is held to be invalid, unlawful, or unenforceable by a competent body, it shall not affect the validity, legality, or enforceability of any other terms of these Terms.

## **WAIVER**

If we do not enforce any right conferred to us under these Terms, such non-enforcement shall not constitute a waiver of that right.

## **REQUESTS**

Whenever a request for permission regarding any issue relating to this website, the use thereof, use of content on our website other than that set out in these Terms is required, you should contact us at [mail@hvps.net](mailto:mail@hvps.net).

## **LAW**

These Terms, your use of this website, and the contents of this website are governed by and shall be construed in accordance with South African law.