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## **POLICY NAME:**

## **PRETORIA CHINESE SCHOOL WEBSITE TERMS AND CONDITIONS OF USE**

Please read this Policy together with our published [Privacy Policy](#), [Cookie Policy](#) and [Disclaimer](#).

### **1. PARTIES**

“You” and “Your” refer to any person accessing this website and using our services/products. “The School” refers to Pretoria Chinese School, a registered NPO.

### **2. INTRODUCTION AND ACCEPTANCE**

These terms and conditions of this Policy govern your use of this website; you accept these terms and conditions in full by using this website. If you disagree with these terms and conditions, or any part thereof, you must not use this website.

We may, at any time without notice to you, change (that means to amend, update, modify, replace or revise) this Website Terms and Conditions Policy, Cookie Policy, website use Disclaimer, Privacy Policy, or any other policy published on the website of Pretoria Chinese School. All such amendments, updates, modifications, replacements, versions, or revisions are effective immediately upon posting on our website.

### **3. TERMS AND CONDITIONS OF USE**

By accessing this website ([pretoriachineseschool.co.za](http://pretoriachineseschool.co.za)), you agree to be bound by this website’s **Terms and Conditions of Use**, all applicable laws and regulations. You agree that you are responsible for compliance with any applicable local laws. If you do not agree with these terms, you are prohibited from using or accessing this site.

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### **4. USE LICENSE**

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This license shall automatically terminate if you violate any of these restrictions and may be terminated by **Pretoria Chinese School**. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession, whether in electronic or printed format.

## 5. DISCLAIMER

Pretoria Chinese School's website materials are provided "as is". **Pretoria Chinese School** makes no warranties, expressed or implied, and with this disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, **Pretoria Chinese School** does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its Internet website or otherwise relating to such materials or on any sites linked to this site.

## 6. LIMITATIONS

In no event shall **Pretoria Chinese School** or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit or due to business interruption) arising out of the use or inability to use the materials on **Pretoria Chinese School's** Internet site, even if **Pretoria Chinese School** or a **Pretoria Chinese School** authorised representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

## 7. REVISIONS AND ERRATA

The materials appearing on **Pretoria Chinese School's** website could include technical, typographical, or photographic errors. **Pretoria Chinese School** does not warrant that any of the materials on its website are accurate, complete, or current. **Pretoria Chinese School** may change the materials contained on its website without notice. **However, Pretoria Chinese School does not** make any commitment to update the materials.

## 8. LINKS

**Pretoria Chinese School** has not reviewed all of the sites linked to its Internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by the **Pretoria Chinese School** of the site. Use of any such linked website is at the user's own risk.

## 9. SITE TERMS OF USE MODIFICATIONS

**Pretoria Chinese School** may revise these terms of use for its website without notice. Using this website, you agree to be bound by the current version of these *Terms and Conditions*.

## 10. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE USE OF THIS WEBSITE

### 10.1 Privacy Policy

Your privacy is vital to us. Accordingly, we have developed this [Privacy Policy](#) to understand how we collect, use, communicate, disclose, and use personal information. The following broadly outlines and summarises our privacy policy.

- Before or at the time of collecting personal information, we will identify the purposes for which information is collected.
- We will collect and use personal information solely to fulfil those purposes specified by us and for other compatible purposes unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information if necessary to fulfil those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used and, to the extent necessary for those purposes, should be accurate, complete, and up to date.
- We will protect personal information by reasonable security safeguards against loss or theft and unauthorised access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.
- We are committed to conducting our business following these principles to ensure that the confidentiality of personal information is protected and maintained.
- International data transfers: Your personal information may be transferred to, stored, and processed by us and our affiliates and other third parties outside the country in which you reside, including, but not limited to the United States where this website is hosted, where data protection and privacy regulations may not offer the same level of protection as in other parts of the world. By using any of our Sites and any third-party service providers, you agree to this transfer, storing, or processing of data.
- Google Analytics: We use Google Analytics to collect some information we listed above about your use of the Services. We use the information we get from Google Analytics to improve this website. Google Analytics may set cookies on your browser or mobile device or read cookies to order and collect this information. Google Analytics may also receive

information about you from apps you have downloaded that partner with Google. We do not combine the information collected using Google Analytics with personally identifiable information. Google's ability to use and share information collected by Google Analytics about your visits to this website to another application that partners with Google are restricted by the Google Analytics Terms of Use and the Google Privacy Policy. Please review those and see <https://policies.google.com/technologies/partner-sites>; for how Google uses the information provided to Google Analytics and how you can control the information provided to Google. To prevent your data from being used by Google Analytics, you can download the Google Analytics opt-out browser add-on for Google Analytics which can be found [here](#).

Please [read our complete Privacy Policy here](#).

## 10.2 Cookie Policy

This website uses cookies and other tracking tools to provide you with the best visitor experience. Using our site, you acknowledge that you understand that we use cookies and website policies.

If you have questions that are not addressed in this Website Terms and Conditions Policy or if you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, please email [info@pretoriachineseschool.com](mailto:info@pretoriachineseschool.com)

Please [read our complete Cookie Policy here](#).

## 11. BREACHES OF THESE TERMS AND CONDITIONS

Without prejudice to **Pretoria Chinese School's** other rights under these terms and conditions, if you breach these terms and conditions in any way, **Pretoria Chinese School** may take such action as the School deems appropriate to deal with the breach, including:

- 11.1 suspending your access to the website,
- 11.2 prohibiting you from accessing the website,
- 11.3 blocking computers using your I.P. address from accessing the website,
- 11.4 contacting your internet service provider to request that they stop your access to the website,
- and
- 11.5 bringing court proceedings against you.

## 12. VARIATION

**Pretoria Chinese School** may revise these terms and conditions from time to time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website.

## 13. ASSIGNMENT

**Pretoria Chinese School** may transfer, sub-contract or otherwise deal with Pretoria Chinese School's rights and obligations under these terms and conditions without notifying you or obtaining your

consent. Under these terms and conditions, you may not transfer, sub-contract, or otherwise deal with your rights and obligations.

#### **14. SEVERABILITY**

If any court or other competent authority determines a provision of these terms and conditions to be unlawful and unenforceable, the other provisions will continue in effect. If any unlawful and unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

#### **15. ENTIRE AGREEMENT**

These terms and conditions in this Policy constitute the entire agreement, read together with our other referenced policies, between you and Pretoria Chinese School about your use of this website and supersede all previous agreements.

This Policy may be amended, supplemented, modified or altered from time to time by the **Pretoria Chinese School Management** in discussion with the **School Board**.

#### **16. LAW AND JURISDICTION**

These terms and conditions will be governed by and construed according to South African law. Any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of South Africa.

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If you have questions that are not addressed in this ***Website Terms and Conditions of Use Policy*** or if you would like to contact us with your views about our privacy practices, or with any enquiry relating to your personal information, please email [info@pretoriachineseschool.com](mailto:info@pretoriachineseschool.com)