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Pretoria Chinese School

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POLICY NAME:

PRETORIA CHINESE SCHOOL WEBSITE USE DISCLAIMER POLICY

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

1. PARTIES

"You" and "your" refer to any person accessing this Website and or 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; by using this Website, you accept these terms and conditions in full. 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 use Disclaimer, Cookie Policy, the Website Terms and Conditions policy, the 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. LICENSE TO USE WEBSITE: RESTRICTIONS

You must not:

- republish material from this Website (including republication on another website),
- sell, rent or sub-license material from the Website,
- reproduce, duplicate, copy or otherwise exploit material on this Website for a commercial purpose,
- edit or otherwise modify any material on the Website; or
- redistribute material from this Website except for content specifically and expressly made available for redistribution by the School.

4. AVAILABILITY OF THE WEBSITE

Pretoria Chinese School makes no warranty as to the operation, availability or functionality of this Website. We further make no warranty that the information and services/products available on this Website are free of viruses, destructive materials or any other data which may corrupt or compromise the operation or content of your computer system, computer network, hardware or software. In no event will we be liable for any loss or damage, including without limitation, indirect or consequential loss or damage, or any loss or damage arising from loss of data or profits arising out of, or in connection with, the use of this Website.

Every effort is made to keep this Website up and running smoothly. However, **Pretoria Chinese School** takes no responsibility for and will not be liable for the Website being temporarily unavailable due to technical issues beyond our control or during periods when the content and design of the Website are being refreshed/updated.

5. ACCEPTABLE USE POLICY

You must not use this Website in any way that causes, or may cause, damage to the Website or impairment of the availability or accessibility of the Website; or in any manner which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this Website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including scraping, data mining, data extraction and data harvesting) on or concerning this Website without **Pretoria Chinese School's** express written consent.

You must not use this Website to transmit or send unsolicited commercial communications.

You must not use this Website for any purposes related to marketing without **Pretoria Chinese School's** express prior written consent. Unauthorised use of this Website may give rise to a claim for damages and/ or criminal offence.

6. RESTRICTED ACCESS

Pretoria Chinese School reserves the right to restrict access to some regions of the entire Website at the School's sole discretion.

Suppose the School provides you with a user I.D., email address and password to enable you to access restricted areas of this Website or other content or services. The School may disable your user I.D. and password in the School's sole discretion without notice or explanation. In that case, you must ensure that the user's I.D. and password are kept confidential.

7. ERRORS AND OMISSIONS DISCLAIMER

While we have made every attempt to ensure that the information contained on this Site is factually correct and obtained from reliable sources, Pretoria Chinese School is not responsible for any errors or omissions or for the results obtained from this information. All information in this Site is provided "as is", with no guarantee of completeness, accuracy, timeliness or the results obtained from the use of this information, and without warranty of any kind, express or implied, including, but not limited to warranties of performance and fitness for a particular purpose.

In no event will **Pretoria Chinese School** (or its employees), its related partnerships or third-party suppliers, or the partners, agents or employees thereof be liable to you or anyone else for any decision made or action taken in reliance on the information in this Website or for any consequential, special or similar damages, even if advised of the possibility of such damages.

8. TESTIMONIAL DISCLAIMER

The Website may contain testimonials by Parents and or users of our products and/ or services. These testimonials reflect the real-life experiences and opinions of such users. However, the experiences are personal to those particular users and may not necessarily represent all users of our products and/ or services. We do not claim, and you should not assume that all users will have the same experiences. The testimonials on the Website are submitted in various forms such as text, audio and/ or video and are reviewed by us before being posted. They appear on the website verbatim as given by the users, except for correcting grammar or typing errors. Some testimonials may have been shortened for brevity, where the full testimonial contained extraneous information not relevant to the general public.

9. GUEST CONTRIBUTORS' DISCLAIMER

This Site may include content from guest contributors, and any views or opinions expressed in such posts are personal. They do not represent those of Pretoria Chinese School or any of its staff or affiliates unless explicitly stated.

10. LOGOS AND TRADEMARKS DISCLAIMER

All logos and trademarks of third parties referenced on pretoriachineseschool.co.za are the trademarks and logos of their respective owners. Any inclusion of such trademarks or logos does not imply or constitute any approval, endorsement, or sponsorship of Pretoria Chinese School by such owners.

11. INFORMATION ACCURACY DISCLAIMER

While Pretoria Chinese School takes reasonable measures to ensure that the contents of this Website are accurate and complete, Pretoria Chinese School makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

All information provided on this Website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

Pretoria Chinese School does not accept any responsibility for any errors or omissions on this Website.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, Pretoria Chinese School also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which can corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

12. LINKED THIRD PARTY WEBSITES

This Website may contain links or references to other websites ("Third-Party Websites ") outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-Party Websites, and Pretoria Chinese School is not responsible for the practices and/ or privacy policies of those Third-Party Websites or the cookies that those sites may use.

Even though this Website may refer to or provide links to third-party websites, your use of Third-Party Websites is entirely at your own risk. We are not responsible for any loss, expense, claim, or damage, whether direct, indirect or consequential, arising from your use of such Third-Party Websites or your reliance on any information.

13. LIMITATION OF LIABILITY

Pretoria Chinese School shall not be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in, or inability to use, and/ or unlawful activity on, the Website and/ or any linked third-party website.

As a result of this acceptance of this Policy, you indemnify Pretoria Chinese School against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this Website and/ or any linked third-party website.

14. CHANGES TO THESE TERMS AND CONDITIONS

Pretoria Chinese School reserves the right to update and/ or amend these *Terms and Conditions* from time to time and without any notice. You are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the difference is displayed on this Website. If you use this Website after such updated or amended *Terms and Conditions* have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

15. AVAILABILITY AND TERMINATION

We will use reasonable endeavours to maintain the Website's availability, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

Pretoria Chinese School may, in its sole discretion, terminate, suspend and modify this Website, with or without notice to you. You agree that Pretoria Chinese School will not be liable to you if it chooses to suspend, modify or terminate this Website.

16. GOVERNING LAW

These Terms and Conditions shall be governed and interpreted according to the Republic of South Africa laws. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other arising from any of these *Terms and Conditions*.

17. LIMITATIONS OF LIABILITY

The School will not be liable to you concerning the contents of, or use of, or otherwise in connection with, this Website:

- for any direct, indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss
- of reputation or goodwill, or loss or corruption of information or data.

18. INDEMNITY

As a result of you accepting this Policy, this indemnifies **Pretoria Chinese School**, and you undertake to keep the School indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by **Pretoria Chinese School** to a third party in settlement of a claim or dispute on the advice of **Pretoria Chinese School's** legal advisers) incurred or suffered by the School arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

19. 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 suspending your access to the Website, prohibiting you from accessing the Website, blocking computers using your I.P. address from accessing the Website, contacting your internet service provider to request that they stop your access to the Website and/ or bringing court proceedings against you.

20. VARIATION

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

21. ASSIGNMENT

Pretoria Chinese School may transfer, sub-contract or otherwise deal with Pretoria Chinese School's rights and/ or 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/ or obligations.

22. SEVERABILITY

If any court or other competent authority determines a provision of these terms and conditions to be unlawful and/ or unenforceable, the other provisions will continue in effect. If any unlawful and/ or 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.

23. ENTIRE AGREEMENT

These published terms and conditions in this Policy, the [relevant terms in other School Policies referenced on this Website](#) and other policy documents you may have signed with the School constitute **the entire collective agreement** between you and **Pretoria Chinese School** concerning your specific use of this Website and supersede all previous agreements in respect of your use of this Website.

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**.

24. 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.

If you have questions that are not addressed in this **Website Use Disclaimer 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