



TERMS OF USE

The following Terms of Use will apply to your access to and use of this website (www.sapc.za.org). Please ensure that you read and understand these Terms of Use before you start to use this website.

1. Who we are and how to contact us

We are the South African Pharmacy Council, a statutory professional health council, established in terms of the Pharmacy Act, 53 of 1974 (“**SAPC**” “**we**” or “**us**”). Our offices are situated at the SAPC Building, 591 Belvedere Street, Arcadia, Pretoria, 0083. If you have any queries regarding this website or any of the information or materials contained on it, please contact us by email at customer@sapc.za.org

2. Acceptance of these Terms of Use and access to our website

The use of this website is subject to these Terms of Use which set out the basic rules that govern your use of this website and all information and materials loaded onto and/or accessed through our website. Please read these Terms of Use carefully, as your use of this website constitutes your agreement to be bound by these Terms of Use and you will be deemed to have read, understood and agreed to be bound by these Terms of Use.

3. Changes to these Terms of Use or to our website

We may make changes to these Terms of Use

It may be necessary for us to amend these Terms of Use from time to time. Any changes we make to these Terms of Use in the future will be posted on our website through updated Terms of Use.

Your access to and use of our website is subject to the Terms of Use that apply at the time of access and use. Please check these Terms of Use when visiting our website to see any updates or changes to our Terms of Use. Your use of this website after a change has been posted constitutes your acceptance of the amended Terms of Use.

We may make changes to our website

We may update and/or change our website from time to time to reflect changes to any relevant law, our users’ needs and/or our business requirements at the time. We reserve the right to make changes to or to remove content from our website, without notice and without any liability on our part.

4. Reliance on the content in our website

The information and publications contained on our website have been prepared by us, or on our behalf for use on our website, and are based on our interpretation of the legal and regulatory requirements that applied as at the date that the information or publication was published on our website.

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.

5. E-Commerce

The Website, www.sapc.za.org, allows persons registered with us, or who wish to be registered with us, to register on the Website. Registration as such a person on this website is at your own risk.

The private information required for executing the payments placed through the e-commerce facility, namely your personal information and credit card details, will be kept in the strictest confidence by the SAPC and not sold or made known to third parties.

The SAPC undertakes that it has taken all reasonable precautions to secure the credit card processing that is carried out to receive payment for services provided. The SAPC cannot be held responsible for security breaches occurring on your electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that you may inadvertently have installed on your device.

6. Payments and creation of contract

All prices quoted on the website are quoted in South African Rand (ZAR).

All payments made through the Website are subject to these Terms of Use.

Payment of the whole price must be made for the services you wish to receive before your application can be accepted.

Once payment has been received the SAPC will confirm the acceptance of your application payment by sending an email to the email address you provide in the application form or as per your account held with us as a registered person with the SAPC.

7. Refunds Policy

7.1 Allowable Refunds

Registration fees

There will be no refund of registration fees for any reason after there has been any work on the application by the SAPC or the Office of the Registrar. As long as an application for any registration has been forwarded to the relevant line Department, work is considered to have been done and the registration fee will neither be refundable nor transferable.

Annual fees

Annual membership fee refund requests may be allowed under the following circumstances:

- Where an applicant has requested for cancellation of the application for registration which is still being processed even though the registration fee will not be refundable (refer to *Registration fees* above).
- Registered persons whose application for voluntary removal from the relevant register has been approved. The refund will be pro rata for the remaining part of the year less any other applicable outstanding fees.
- Prepaid membership fees, provided that such registered persons who so wish may be allowed to keep reasonable prepayments as credit in their account for next year's fees. In line with the prevention of fraud and money laundering, a credit not exceeding the gazetted annual fee rate shall be deemed to be reasonable.
- Double or duplicate payments, less any other outstanding fees.

Miscellaneous deposits

Funds that have been wrongly deposited or transferred to the SAPC's bank account by a registered person or member of the public, provided that such person provides proof of such payment.

7.2 Minimum Refund Requirements

Refunds can only be paid if the Provider has received the money and it has been entered into its accounts, and all debts to the Provider have been paid.

Refunds will only be made into the account of the person/organisation that has made payment to the Provider, as indicated in the proof of payment for the wrong deposit.

Refunds will be made in South African Rands only.

Request for refunds shall be made on the Refund Form together with appropriate supporting documentation attached, being:

- Proof of payment, i.e. deposit slip or electronic transfer report.
- Letter or email requesting refund. In the case of an organisation, such request shall be on an official company/organisation letter head.

8. Linking to Third-Party Websites

We are not responsible for third-party websites that our website may link to.

Where our website contains links to other sites and resources that are provided by third parties, these links and resources are provided for your information and convenience only. Third-party links should not be interpreted as an approval by us of those linked websites or the information you may obtain from them, or as an endorsement by us of the linked website, their business or security practices.

The use of third-party websites is entirely at your own risk. We have no control over the contents on or resources contained in any third-party websites and are not responsible for the information, content or material on any linked website, in any manner whatsoever.

These Terms of Use do not apply to any third-party website linked to our website. You should read the terms and conditions of those websites before using them.

You are not entitled (nor will you assist others) to set up links from your own websites to our website (whether by hypertext linking, deep-linking, framing, toggling or otherwise) without our prior written consent, which we may grant or withhold at our discretion.

You agree that when accessing our website you will not scrape or harvest any information, content or materials from our website, either manually or by use of a web spider, web robot or any other web crawling or other technology.

9. Third-party Service Providers

We may engage the services of third-party service providers to assist us with the hosting, management and maintenance of our website. We will take all reasonable steps to ensure that appropriate contracts are entered into with these third-party service providers, in accordance with the provisions of the Protection of Personal Information Act, No 4 of 2013 ("POPIA").

10. Copyright and Intellectual Property

All intellectual Property rights in and to our website, and all content made available on our website (for example, text, graphics, logos, button icons, images, publications, audio clips, digital downloads, data compilations, and software) belong to or are licensed to us, unless we expressly state otherwise.

The compilation of all content on our website is, where indicated, the exclusive property of the SAPC, and is protected by South African and international copyright laws. No part of our website may be used or copied by any means available unless otherwise agreed to and authorised by us. Any unauthorised

use, alteration or dissemination of the information or content on our website is prohibited, and we reserve all our legal rights in this regard.

You are not permitted to use any Trademark of the SAPC, our website or any third-party on our website, without the prior written consent from us and/or any third-party concerned.

We will use commercially reasonable endeavours to ensure that appropriate security measures are in place to protect the information on our website. We will however not be accountable or liable for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off our website.

11. Use of cookies

WHAT ARE COOKIES?

Cookies are small text files saved to your computer's hard drive that track, save and store information about your interactions and usage of our website. This allows our website, through its server, to provide you with a tailored experience while using our website. Cookies only store information from your browser. They cannot access data or information on your computer's hard drive, and they cannot transfer viruses to your computer or your mobile device.

WHAT DO WE USE COOKIES FOR?

Our website may use cookies in order to identify users and/or visitors of this website, help you navigate the website and make the most of important features, and to remember personal settings that you have chosen on the website. In no other context do we use cookies to collect information that identifies you personally. Most of the cookies set are automatically deleted from your computer when you leave this website or shortly afterwards.

We may use tracking software to monitor the website's visitors to better understand how visitors use our website. This software is provided by Google Analytics which uses cookies to track visitor usage. The software will save a cookie to your computer's hard drive, in order to track and monitor your engagement and usage of this website, but will not store, save or collect any personal information. The use of cookies therefore assists us to track the usage behaviour of this website, which will assist in compiling aggregate data that will assist us in improving the website's content.

12. Disclaimer and Limitation of Liability

Except for any express warranties in these Terms of Use, our website is provided on an "as is" basis and is used at your own risk.

We do not accept any liability for any injury, loss, damage or expense arising directly or indirectly from accessing or using our website or any links contained in our website to third-party websites, or for any errors in the information contained in our website which may not always reflect the latest changes in laws and regulations.

We will not be held liable for any damages of any kind that may arise from the use of our website by you or from any information, content, tools or materials included on or otherwise made available to you through our website. This also includes direct, indirect, incidental, punitive and/or consequential damages.

13. Website Privacy and Data Protection

For details on how we may use and process any personal information that we receive from you through the use of our website, please refer to our **Privacy Notice**.

14. Applicable Law

These Terms of Use are governed by the laws of the Republic of South Africa, and you hereby consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of these Terms of Use.

15. General Provisions

The headings of the clauses in these Terms of Use are provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify these Terms of Use.

If any provision in these Terms of Use is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability will not affect the other provisions of these Terms of Use.

No failure or delay by us to exercise any of our rights will be regarded as a waiver of our rights, nor will it affect the validity of any part of these Terms of Use.

Nothing on the public access of our website is intended to be, or should be, construed as an offer to enter into a contractual relationship with you or anyone else, except for these Terms of Use which govern the relationship between us in relation to your use of our website.