

Website Terms and Conditions of Use Relating to The South African Pharmacy Council (SAPC)

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the South African Pharmacy Council (“Provider”) website located at the domain name www.sapc.za.org (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the consent of the Provider, unless such content states expressly otherwise.

1. Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

2. E-Commerce & Privacy

- a. The Website, www.sapc.za.org, allows persons registered with the Provider or wish to be registered with the Provider (‘Persons’) to register on the Website. Registration as such Person on this Website is at such person’s risk. The User indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of registering as a Person on the Website.
- b. All prices quoted on the website are quoted in South African Rand (ZAR).
- c. The private information required for executing the payments placed through the e-commerce facility, namely the User’s personal information and credit card details, will be kept in the strictest confidence by the Provider and not sold or made known to third parties.
- d. The Provider 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 Provider cannot be held responsible for security breaches occurring on the User’s 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 the User may inadvertently have installed on his/her device.

3. Payments and creation of contract

- a. All payments made through the Website are subject to these Terms and Conditions.
- b. Payment of the whole price must be made for the services you wish to receive before your application can be accepted.
- c. Once payment has been received the Provider will confirm the acceptance of your application payment by sending an email to the email address you provide in the application form or account held with us as a registered person with the Provider

4. Refunds Policy

4.1 Allowable Refunds

4.1.1 Registration fees

There will be no refund of registration fees for any reason after there has been any work on the application by the Provider 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 registration fee will neither be refundable nor transferable.

4.1.2 Annual fees

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

- a. 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 4.1.1 above).
- b. 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
- c. 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.
- d. Double or duplicate payments, less any other outstanding fees.

4.1.3 Miscellaneous deposits

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

4.2 Minimum Refund Requirements

- a. Refund can only be paid if the Provider has received the money and it has been entered into its accounts, and all debts to Provider have been paid.
- b. Refunds will only be made into the account of the person/organisation that has made payment to the Provider, as indicated in the proof payment for the wrong deposit.
- c. Refunds will be made in South African Rands only.
- d. Request for refunds shall be made on the Refund Form together with appropriate supporting documentation attached, being:
 - i. Proof of payment, i.e. deposit slip or electronic transfer report.
 - ii. Letter or email requesting refund. In the case of an organisation, such request shall be on an official company/organisation letter head.

5. Updating of these Terms and Conditions

The Provider reserves the right to change, modify, add to, or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The Users continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

6. Copyright and Intellectual Property Rights

The Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by the Provider, its affiliates

and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs (“the Content”). All such proprietary works, and the compilation of the proprietary works, are copyright of the Provider, its affiliates or subsidiary, or any other third party owner of such rights (“the Owners”), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to the services offered through the Website at any time and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

7. Limited License to General Users

- a. The Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial and information purposes only.
- b. This Website and the Content may not be reproduced, duplicated, copied, resold, visited or otherwise exploited for any commercial purpose without the express prior written consent of Provider. The User may not frame nor use framing technologies to enclose the Provider Website or the Content nor any part thereof without the express written consent of Provider.
- c. The Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders at their sole discretion.
- d. Any unauthorised use may result in further investigation of such conduct by the Provider.

8. Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content of the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

9. Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. The Provider uses this information to determine use of the Website, and to improve Content thereon. The Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

10. Choice of Law

- a. This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws.
- b. These Terms and Conditions shall be governed by the laws of the Republic of South Africa. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These
- c. Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

Contacting SAPC

All queries can be directed to the SAPC Customer Care Contact Centre on:

Tel: 0861 7272 00

Fax: +27(0)12 321 1492

Email: customercare@sapc.za.org