

# WEBSITE TERMS AND CONDITIONS

## 1.1. Definitions and interpretation

- 1.1.1. "**ECT Act**" means the Electronic Communications and Transaction Act No 25 of 2002, as amended;
- 1.1.2. "**Frame**" means to organise the website into different frames, with each frame displaying a different html document, severing the link between the content and the URL;
- 1.1.3. "**User**" means any person who access and/or uses the website of **Malcolm Freedman**;
- 1.1.4. "**Malcolm Freedman and Associates (INC)**" means the website displaying official content asauthorised by **Malcolm Freedman and Associates (INC)** practice;
- 1.1.5. **Malcolm Freedman** refers to the registered medical practice of **Malcolm Freedman**, HPCSAregistration number: OS5711;
- 1.1.6. "**The Practice**" refers to the registered medical practice pf **Malcolm Freedman** HPCSAregistration number: OS5711;
- 1.1.7. "**Site content**" means textual, [visual](#) or [aural content](#) that is encountered as part of the user experience;
- 1.1.8. "**Website**" means a collection of web pages (documents that are accessed through the Internet);

Unless a contrary intention clearly appears words importing – any one gender include the other two genders; the singular include the plural and *vice versa*; and natural persons include created entities (corporate or unincorporate) and the state and *vice versa*.

## 1.2. Allowed use and license

- 1.2.1. By accessing **Malcolm Freedman and Associates (INC)** the User agrees to the terms andconditions herein contained and all applicable laws.
- 1.2.2. Malcolm Freedman and Associates (INC) authorises the User to view and print the content of the website, provided that such contents are **only used for personal, educational and/or non-commercial purposes.**
- 1.2.3. Content on the website **may not be used for any commercial or non-private use without the prior written consent** of Malcolm Freedman's **practice.**
- 1.2.4. Users may only access and use the website for lawful purposes.

- 1.2.5. No person may frame this website in any manner whatsoever without the prior written consent of Malcolm Freedman's practice.
- 1.2.6. Users are not allowed to copy, reproduce, reuse, retransmit, adapt, publish, frame, post, upload, modify, broadcast or distribute any Site content in any way.

### **1.3. IP rights and domain names**

- 1.3.1. All intellectual property on the website, including but not limited to trademarks, domain names, patents, text, graphics, software, icons, hyperlinks, software, and design elements are the property of **Malcolm Freedman** and are protected from infringement by domestic and international legislation.
- 1.3.2. All Site content remains the sole property of the relevant content owner and is protected under all relevant copyright, trademark, patent and other applicable laws.
- 1.3.3. Nothing on the Website should be construed as granting any licence or right to distribute content without the express written consent of **Malcolm Freedman**.

### **1.4. Severability**

If for any reason any of the provisions contained herein are found to be void or unenforceable it will be severed to the extent that it is void or unenforceable and the remaining provisions will continue in full force and effect.

### **1.5. Waiver**

- 1.5.1. Although **Malcolm Freedman** will make reasonable endeavours to ensure that the content on the website is reliable, inaccuracies may occur. It is therefore important that the User acknowledges that -
  - 1.5.1.1. use of the website is at own risk;
  - 1.5.1.2. the website is provided to the User 'as is'.
- 1.5.2. The User is furthermore prohibited from -
  - 1.5.2.1. placing information, personal or otherwise, on **Malcolm Freedman and Associates (INC)**;
  - 1.5.2.2. creating additional hyperlinks on Malcolm Freedman and Associates (INC);
  - 1.5.2.3. defacing Malcolm Freedman and Associates (INC);
  - 1.5.2.4. deleting, altering and/or amending content on Malcolm Freedman's **website** .

### **1.6. Hyperlinks**

- 1.6.1. The Website may provide hyperlinks to other websites not controlled by Malcolm Freedman's practice. Such links do not imply the endorsement, agreement or support of the content of such other sites.
- 1.6.2. Downloading material from these sites may risk infringing intellectual property.
- 1.6.3. It is the User's responsibility to access the authenticity of any website which may be hyperlinked to Malcolm Freedman and Associates (INC) .
- 1.6.4. The Practice is not responsible for ensuring that hyperlinks are operational.

## **1.7. Security**

- 1.7.1. Although **Malcolm Freedman** acknowledges that a 100% secure online environment is unattainable, the Practice is committed to taking reasonable security measures to safeguard the content of its website.
- 1.7.2. The User's privacy is very important to **Malcolm Freedman**. Any information provided to **Malcolm Freedman** is therefore stored on a secure server.
- 1.7.3. **Malcolm Freedman** does not sell or rent personal information about individual members (such as name, address, email address, telephone or fax number) to third parties.
- 1.7.4. **Malcolm Freedman** may disclose personal information in response to a specific request by a law enforcement agency, subpoena, court order, or as required by law.
- 1.7.5. **Malcolm Freedman** will collate the information which users give to the practice to provide users with services and personalise the use and visits of **Malcolm Freedman and Associates (INC)**.
- 1.7.6. **Malcolm Freedman** may also use such information to inform users, about changes in the services **Malcolm Freedman** offers and/or about features that may be of interest to Users. By providing **Malcolm Freedman** with this information, users consent to **Malcolm Freedman's** use of it for these purposes and for the purposes outlined in **Malcolm Freedman's** Privacy Policy, including for the purpose of processing User requests.
- 1.7.7. For further information regarding the Practice's treatment of a User's personal information, referred to the Privacy Policy.

## **1.8. Disclaimer and limitation of liability**

- 1.8.1. Information contained on **Malcolm Freedman and Associates (INC)** is for information purposes only and not intended to constitute professional advice as circumstances will vary from person to person.

- 1.8.2. The Practice is not liable to Users for information posted on Malcolm Freedman's website.
- 1.8.3. The Practice is not liable for the actions of Users of Malcolm Freedman and Associates (INC) .
- 1.8.4. By using Malcolm Freedman and Associates (INC) a User indemnifies, defends and holds harmless, its lawful agents, employees and representatives from all damages, losses and expenses, including legal expenses arising from the following -
  - 1.8.4.1. any claims for the infringement of intellectual property rights, libel, defamation to any material the User may send to **Malcolm Freedman and Associates (INC)**;
  - 1.8.4.2. the User's breach of any provisions of these terms and conditions of **Malcolm Freedman and Associates (INC)**;
  - 1.8.4.3. any claims, cost, loss, damage or expense, whether directly or indirectly, whether monetary or otherwise, which any person may suffer as a result of or in consequence of the use of or reliance of any information or material provided for on **Malcolm Freedman and Associates (INC)**;
- 1.8.5. The Practice its lawful agents, employees and representatives are further indemnified in respect of any costs, losses, damages or expenses which any person may suffer as a result of entering into any transaction with any third party, including **Malcolm Freedman**, its lawful agents, employees and representatives as a result of or in consequence of the reliance of any information contained on **Malcolm Freedman and Associates (INC)** or any related site.
- 1.8.6. In no event shall The Practice its lawful agents and representatives referred to in this website, be liable for any damages of whatsoever nature, whether for bodily, moral or material injury (including, without limiting, indirect, punitive, incidental and consequential damages, loss profits, expenses, costs, damage resulting from lost data or business interruption) resulting from the use or inability to use **Malcolm Freedman and Associates (INC)** and the material contained therein, whether based on warranty, contractual or extra contractual liability, any other legal matters, and whether or not The Practice its lawful agents, employees and representatives are advised of the possibility of such damages.

## **1.9. Removal and correction of content**

Users should report any untrue, inaccurate, illegal and/or harmful content appearing on Malcolm Freedman and Associates (INC). Malcolm Freedman undertakes to correct and/or remove any such content as soon as it becomes aware thereof.

## **1.10. Entire agreement**

- 1.10.1. The terms and conditions set out herein constitute the whole agreement between the User and The Practice and shall take precedence over any disclaimer and/or legal notices attached to any communications and/or postings received by The Practice from the User.
- 1.10.2. Any failure by The Practice to exercise or enforce any rights or provisions shall not constitute a waiver of such rights or provisions.
- 1.10.3. No amendment of these terms and conditions or any provision or term hereof or of any other conditions contained on this website shall be binding unless made by and recorded in written by The Practice.
- 1.10.4. To the extent permissible by law The Practice shall not be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

#### **1.11. Applicable law**

**Malcolm Freedman and Associates (INC)** is hosted, controlled and operated from the Republic of South Africa, and therefore South African law governs the use of **Malcolm Freedman and Associates (INC)**.

#### **1.12. Jurisdiction**

The High Court of South Africa (Witwatersrand Local Division) shall have jurisdiction with regard to any legal proceedings whatever arising in terms of this Agreement.

#### **1.13. Legal costs**

The Practice shall not be liable for legal costs and expenses incurred by the User to obtain professional advice relating to these terms and conditions.

#### **1.14. Breach of terms and conditions**

Should the User breach any terms and conditions of this website, The Practice shall be entitled, without prejudice to its rights in terms of the terms and conditions or at law, to claim damages from the User or to commence criminal proceedings.

### **2. Update of the Terms & Conditions**

These Terms and Conditions were last updated 14 June 2021

HCPSA Registration Number: OS5711

Malcolm Freedman and Associates (INC)

Suite 603

Kingsbury Medical Suites

Claremont

Cape Town

7708

SOUTH AFRICA