



## WWW.SASPINE.ORG - TERMS & CONDITIONS

### 1. Definitions

1.1 In these general terms and conditions ("Terms"):

- 1.1.1 "Access Details" means the username and password we provide to you or created by you upon registration for the Services for the purposes of giving you access to the Services.
  - 1.1.2 "Delegate" means any person registered and attending any of the conferences held.
  - 1.1.3 "Healthcare professional" means a medical practitioner or professional that makes use of the Services;
  - 1.1.4 "Loss" means any loss, including loss of profit, liability, expense, claim, penalty or damage, whether direct, indirect, special or consequential.
  - 1.1.5 "Member / Membership" means any healthcare professional registered with SASS according to terms and conditions as set out in the SASS Constitution.
  - 1.1.6 "POPI" means the Protection of Personal Information Act.
  - 1.1.7 "Privacy Policy" means the privacy policy adopted by us and which forms part of these Terms, and
  - 1.1.8 "SASS" means the South African Spine Society.
  - 1.1.9 "Services" (including "Information") means the services and information made available by SASS via the Website by means of which you are able to, amongst other things:
    - 1.1.9.1 allow capturing of information for registration of a congress,
    - 1.1.9.2 information relating to healthcare practitioners (HCPs) in your area,
    - 1.1.9.3 allow access by patients or referring professionals to view information on spine related procedures,
    - 1.1.9.4 access information to spine related conditions,
    - 1.1.9.5 access information on various surgical and non-surgical treatments.
    - 1.1.9.6 access by members to:
      - 1.1.9.6.1 their congress attendance and payment history,
      - 1.1.9.6.2 access to the constitution, amendments, newsletter and relevant documents not to be viewed by members of public,
      - 1.1.9.6.3 make online payments of congress fees and membership fees,
      - 1.1.9.6.4 access all information regarding congresses,
      - 1.1.9.6.5 register and pay online,
      - 1.1.9.6.6 update personal information,
      - 1.1.9.6.7 access registered members info and area of practice via the 'Find a Doctor' tab, and
      - 1.1.9.6.8 any other service which may be made available via the Website from time to time
  - 1.1.10 "Sponsors and Exhibitors" means any person or company that contribute, monetary or otherwise, to the running or hosting of the congress.
  - 1.1.11 "Use" means to use, access, refer to, view or make use of the Services;
  - 1.1.12 "We", "our", "us" and [www.saspine.org](http://www.saspine.org) means the South African Spine Society (SASS), Registration number 21: 2003/010352/08. Furthermore, any reference to us will be deemed to also include our employees, officers, directors, representatives, agents, shareholders, affiliates, subsidiaries, holding companies, advisers, service providers, suppliers and content providers;
  - 1.1.13 "Website" means the website which is accessible at the URL: <http://www.saspine.org>;
  - 1.1.14 "You" and "your" means any person who makes use of the Website and registers to use the Services;
- 1.2 Unless the context requires otherwise or it is expressly stated to the contrary, any words and phrases not defined in these Terms but defined in the Protection of Personal Information Act 4 of 2013 ("POPI") and the Electronic Communications and Transactions Act 25 of 2002 ("the ECT Act") will bear the same meaning given to them in POPI and the ECT Act.
- 1.3 These Terms and any additional document we incorporate by reference shall apply to you when you use the Website and/or any part of the Services.

## **2 What do these Terms regulate?**

2.1 These Terms set out the agreement between us and you, and the terms and conditions upon which you may:

- 2.1.1 use the Services; and
- 2.1.2 otherwise use the Website, including the use of the information, content, products or services including (without limitation) any text, software, icons, graphics, images, sound clips, trade names, logos, designs, trademarks and service marks which are displayed on, available on or incorporated in the Website ("the Website Content"), to the extent that such Website Content is not regulated by its own terms of use.

## **3 Your agreement to comply with these Terms**

3.1 You agree that:

- 3.1.1 clicking/checking "I Agree", making use of any of the Services and/or any use of the Website signifies your unconditional agreement to comply with all of the terms and conditions of these Terms;
- 3.1.2 we may, at any time, amend the Terms or introduce additional terms and conditions relating to the Services or any other service, content, products, facilities or functionality which is made available by us by way of the Website or otherwise. You will be notified of (and required to agree to) such amendments in the manner provided for in paragraph 15.2 of these Terms; and
- 3.1.3 we may, in our sole discretion, at any time and for any reason and without prior notice, suspend or terminate the Services, the operation of the Website or any of the Website Content or the right to use the Services, the Website or any of the Website Content.

3.2 If you do not agree to these Terms you must not make use of:

- 3.2.1 the Services; and/or
- 3.2.2 the Website and the Website Content and you must immediately delete all copies of the Website Content in your possession or under your control.

3.3 You may print a copy of these Terms. If you have any difficulty printing these Terms or require assistance in obtaining a hard copy or electronic copy of these Terms, you should contact our support team on:  
The Webmaster +27 (0)83 407 2810 or send us an email to [webmaster@saspine.org](mailto:webmaster@saspine.org).

3.4 You agree that you are solely responsible for obtaining and maintaining all facilities, services, products and equipment which may be required by you to use the Website, the Website Content and the Services. In this regard, you must, at all times, provide your own hardware, software as well as a modem and internet connectivity and telecommunications infrastructure. You will require [insert e.g. pdf reader, etc.]

3.5 You agree that the Services and the Website is not exclusive, and we may, subject to our Privacy Policy, grant access and rights to any other person or entity.

## **4 Website Content and references and links to and from other websites**

4.1 The Website may contain references or links to other websites ("Other Websites") and to the products, opinions or services of third parties

4.2 The Website Content constitutes general healthcare information only. You acknowledge that the information on the Website is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition of your Patient. The Website Content does not imply, and should not be construed as implying that any specific test, treatment or scan is necessary or required for any person. All patients and members of the General Public have to obtain specific advice on their specific health questions for their chosen healthcare professional and to not construe the information provided on the Website as healthcare advice applicable to them.

4.3 You acknowledge that the use of the Website does not create nor replace the professional relationship between any patient and their chosen healthcare professional. Accordingly, whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy and safety of the content of this Website, you agree that any reliance hereof and hereon is solely and entirely at your own risk and that you assume full responsibility and risk of Loss resulting from the use hereof;

4.4 All patients have to direct any questions or uncertainty relating to their Healthcare Professional.

- 4.5 The Website may contain references or links to other websites ("Other Websites") and to the products, opinions or services of third parties. Your use of the information on or links to other Websites or the products or services of third parties is entirely at your own risk.
- 4.6 You shall not make (and may not permit any third party to make) any reference to us, the Website or the Website Content, whether by way of a link or otherwise, where the reference could, in any way, be interpreted as an endorsement, affiliation or recommendation by us in relation to you or a third party or of the services, products or opinions of a third party, without our prior written consent.

## **5 Your behaviour when using the Website and the Services**

- 5.1 You shall not use the Website to obtain or distribute:
- 5.1.1 copyrighted material or material protected by law without our prior written consent; or
  - 5.1.2 material containing viruses or any other destructive materials or data or code which is able to corrupt, interfere with, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation of a computer system or hardware or software.
- 5.2 You must not perform any act which may jeopardise or interfere with the functionality or the operation of any part of the Website.
- 5.3 You are strictly prohibited from using the Website for "spoofing", "hacking", "flaming", "cracking", "phishing" or "spamming" or any other activity designed or aimed at achieving purposes similar or the same as the aforementioned acts.
- 5.4 You shall not intercept any information transmitted to or from us or the Website which is not intended by us to be received by you.
- 5.5 Subject to the further provisions of these Terms, the Website and the Website Content may only be used by you for lawful purposes and shall not extend to the use of the source code of the Website or the Website Content.
- 5.6 You are not allowed to: (i) frame, link to, modify, distribute, commercialise, exploit and/or alter the Website or the Website Content; (ii) incorporate any part of the Website Content in any other work or publication; and/or (iii) perform any other act which may not be considered fair use. Should you wish to do so, our prior written approval is required, and we are entitled, in our sole discretion, to withhold or grant consent and to impose any conditions on any consent which is granted by us. Requests for approval must be submitted to [webmaster@saspine.org](mailto:webmaster@saspine.org)
- 5.7 Any restrictions on the use of the Website or the Website Content shall also apply to any part of the Website or the Website Content which may be cached when using the Website or the Website Content.
- 5.8 In addition, you shall not and shall not allow a third party to:
- 5.8.1 decompile, disassemble or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, programming of the software forming part of the Website and/or the Website Content ("the Software") or any files contained in or generated by the Software by any means whatever;
  - 5.8.2 remove any product identification, copyright or other notices, from the Software or documentation; lend to a third party or use any portion of the Software (whether or not modified or incorporated with other software) on or with any machine or system other than your practice's hardware; or disseminate performance information or analysis of the Software from any source relating to the Software.

## **6 Healthcare professionals and healthcare services**

- 6.1 If you are a healthcare professional, you will have to follow the process of (refer 6.3 below), accepting the website Terms and creating an account by means of a username and password, to register for and use the Services.
- 6.2 Only professional who are SASS members may make use of, and will have Login access, to Services via the Website.
- 6.3 To register for and use the Services on the Website you will be required to:
- 6.3.1.1 agree to these Terms;
  - 6.3.1.2 provide us with all the information we require in order to make the Services available to you, including but not limited to: (i) your personal details; (ii) details relating to your medical practice, and (iii) confirmation of your registration at the Health Professions Council of South Africa ("HPCSA").

- 6.3.2 You agree that we may use the information provided to us to conduct a check with the HPCSA to confirm your registration with the HPCSA.
- 6.3.3 When logging on to use the Services, you will be requested to enter your Access Details. You may at any time change your Access Details. You will be solely responsible for keeping these Access Details secret. You agree to notify us immediately should you suspect that another person has obtained access to your Access Details or if you are aware of any unauthorized use of your Access Details.
- 6.3.4 To the extent permitted by law, you will be responsible for any Loss or damage you, your Patients or any other party may suffer if any other person accesses the Services using your Access Details.
- 6.3.5 To access the Services, you must have access to a computer, which is able to connect to the internet and to download and receive content.

#### 6.4 Additional disclaimers and exclusion of warranties

- 6.4.1 You acknowledge that the information on the Website is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition of your Patient.
- 6.4.2 You acknowledge that the use of the Website does not create nor replace the professional relationship you have with your Patient. Accordingly, whilst all reasonable and foreseeable steps and precautions have been taken to ensure the accuracy and safety of the content of this Website:
  - 6.4.2.1 you agree that any reliance hereof and hereon is solely and entirely at your own risk and that you assume full responsibility and risk of Loss resulting from the use hereof;
  - 6.4.2.2 you agree that the use of the products or services which may be advertised on the Website are used at your own risk and you assume full responsibility and risk of any injury, damage or Loss resulting from the use thereof.
- 6.4.3 You hereby indemnify the Indemnified Parties against any claims, costs or damages that may be incurred by the Indemnified Parties of whatsoever nature, including, without limitation any direct, indirect, special, consequential and/or physical damages, whether in an action arising out of contract, statute, delict or otherwise, relating to the use of, accuracy or inability to use the Website or the information contained herein.

## 7 Delegates

- 7.1 Delegates may register for congress attendance via the online registration process and will received a confirmation email with the appropriate link to confirm registration.
- 7.2 Payment can be made directly online or via EFT outside the Services of this website.
- 7.3 Additional disclaimers and exclusion of warranties may be updated from time to time.

## 8 Sponsors / Exhibitors

- 8.1 Trade may apply for congress exhibitions space via the online application process.
- 8.2 Sponsorship payments can be done online via EFT outside the Services of this website.
- 8.3 Additional disclaimers and exclusion of warranties may be updated from time to time.

## 9 Commencement and additional services

- 9.1 Your appointment of [www.saspine.org](http://www.saspine.org) to render the Services commences on and is with effect from the date on which you register for the Services ("the Effective Date") and endures indefinitely until terminated by yourself or us.
- 9.3 You agree that [www.saspine.org](http://www.saspine.org) may, on reasonable notice to you, limit or deny access to all or any part of the Services for purposes of performing any upgrade, repair or maintenance services. In these circumstances, we will use our best efforts to limit or deny your access to the Services to non-business hours.

## **10 Exclusion of liability for use of the Website, the Website Content and the Services**

- 10.1 Your use of the Website, the Website Content and the Services is entirely at your own risk.
- 10.2 Subject to the provisions of POPI and the ECT Act and to the fullest extent allowed by law, we shall not have any liability whatsoever in relation to the Website, the Website Content and/or the Services. You hereby indemnify us against any Loss arising from your use of or reliance on the Website, the Website Content or the Services or arising out of any of the events contemplated in paragraph 11.3 below, or any actions or transactions resulting therefrom, even if we have been advised of the possibility of such Loss.
- 10.3 In addition, you agree that we will not be liable for any unavailability, interruption, downtime, malfunction, or failure of the Website, the Website Content or the Services for any reason whatsoever.
- 10.4 To the fullest extent allowed by law and subject to the provisions of POPI, if any of the limitations or exclusions of our liability in these Terms are held by any competent court, arbitrator or authority to be invalid or unenforceable, in no event will our total cumulative liability to you exceed R100.

## **11 Exclusion of warranties and representations**

- 11.1 The Website, the Website Content and the Services are provided "as is" and are subject to change without notice.
- 11.2 We do not accept any responsibility for any errors or omissions on the Website or the Website Content. In addition, you acknowledge that the Website Content may not be accurate or complete.
- 11.3 Subject to the provisions of the ECT Act, the Website and the Services are provided without any representation or warranty whatsoever, whether express, implied or statutory, including (without limitation) any representation or warranty as to the operation, integrity, compatibility, availability or functionality of the Website or as to the operation, accuracy, completeness, integrity, compatibility, availability functionality or reliability of the Website Content.
- 11.4 We also make no warranty or representation, whether express or implied, that the Website Content is free of viruses, destructive materials or any other data or code which is able to harm or otherwise impede in any manner the operation of a computer system, computer network or your hardware or software and you accept all risks in this respect.
- 11.5 You may also not rely on any warranty or representation, which allegedly induced you to agree to these Terms, unless the representation or warranty is recorded in these Terms.
- 11.6 You acknowledge that the information on the Website and the Website Content is not intended to, and does not, constitute professional medical advice or a replacement or substitute for professional medical advice of any nature whatsoever, including (without limitation) in respect of any diagnosis or treatment to a specific medical question or condition.
- 11.7 You acknowledge that the Website, the Website Content and the Services is not intended to and does not create a doctor-patient relationship nor does it replace the relationship between a health care professional and their patients.
- 11.8 The grant of any indulgence by us to you in respect of any matter connected to your use of the Website, the Website Content or the Services shall not constitute a waiver of any right by us or prevent or adversely affect the exercise by us of any existing or future right.

## **12 Intellectual Property Rights**

- 12.1 The Website, the Website Content and the Services are protected by law. This incorporates all intellectual property rights in respect of the Website, the Website Content and the Services, including all rights, title and interest (statutory and common law) in copyright, designs, trademarks and inventions. Any unauthorised use of the Website, the Website Content and the Services and all intellectual property rights related thereto, is prohibited.
- 12.2 All intellectual property rights, including all rights, title and interest (statutory and common law) in copyright, of whatsoever nature existing now and in the future, remain the absolute property of [www.saspine.org](http://www.saspine.org).
- 12.3 You will not acquire any right, title or interest, including any intellectual property rights, in or to the Website, the Website Content or the Services other than those rights expressly granted to you in these Terms.
- 12.4 Where any of the Website Content has been licensed to us or belongs to any third party, your rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

12.5 You agree that you will not use the Services in any manner that constitutes a violation of any law (including intellectual property law), or an infringement of the rights (including the intellectual property rights) of www.saspine.org, our licensors or any third party.

12.6 You agree that you will not reproduce, modify, copy, perform, transmit or commercially exploit the Services in any manner whatsoever.

### **13 Variation of certain deeming provisions in the ECT Act**

13.1 By using the Website and/or the Services, you agree that these Terms create a binding agreement between us and you, even though these Terms are wholly or partly in the form of a data message. You agree specifically that:

- 13.1.1 the agreement will be treated as if it was concluded at our physical address on the date on which you first made any use of the Website;
- 13.1.2 an electronic signature is not required by you or us for purposes of agreeing to these Terms;
- 13.1.3 your use of the Website and/or the Services is sufficient evidence of your agreement to these Terms;
- 13.1.4 any data message sent by either you or us to the other will be deemed to have been sent from our physical address if neither your usual place of business nor residence is located within South Africa;
- 13.1.5 subject to the further provisions of these Terms, any communication sent to you by an information system programmed to operate automatically on our behalf will be a data message attributable to, or authorised by us;
- 13.1.6 subject to the further provision of these Terms, a data message sent by you to us will only be treated as having been received by us when an acknowledgement of receipt is sent by us personally or a person who had authority to act on our behalf in respect of that data message; and
- 13.1.7 these Terms will be interpreted and implemented in accordance with the laws of South Africa and you agree to the jurisdiction of the courts of South Africa.

### **14 Privacy Policy**

14.1 We recognise the importance of protecting your privacy in respect of your personal information (as this phrase is defined in POPI) collected by us when you use this Website.

14.2 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy. Accordingly, we will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of your personal information. However, we do not guarantee that your personal information shall be 100% secure.

14.3 Where there are reasonable grounds to believe that your personal information has been accessed or acquired by any unauthorised person, we will notify you and the Information Regulator which is appointed in terms of POPI. We will delay notifying you of the unauthorised access or acquisition of your personal information if a public body responsible for detection, prevention or investigation of offences or the Information Regulator informs us that notifying you will impede a criminal investigation. When we notify you of the compromise to the security of your personal information we will provide you with sufficient information to allow you to take protective measures against the potential consequences of the compromise.

#### **14.4 Your agreement in relation to your personal information**

14.4.1 By continuing to use this Website:

14.4.1.1 You agree to the terms and conditions set out in the Privacy Policy. If you do not agree with this Privacy Policy, please do not continue to use the Website and/or the Services; and

14.4.1.2 You agree that we may "collect, collate, process and/or store" your personal information (as this term is defined in POPI) ("Process") for, amongst other things, (i) the purposes of providing you with access to the Services, Website and the Website Content; and (ii) for any of the purposes listed in terms of the Privacy Policy.

14.4.2 We reserve the right to vary the terms of this Privacy Policy in accordance with paragraph 16.2 below.

14.4.3 It is your responsibility to familiarise yourself with the most recent version of this Privacy Policy each time you access the Website.

14.4.4 Please refer to the use of your personal information as set out in the Privacy Policy of the website.

#### **14.5 Use of cookies**

14.5.1 Cookies are pieces of information a Website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your preferences and, tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.

- 14.5.2 The system may place a "cookie" on your browser to store and sometimes track information about you.
- 14.5.3 While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the Website will not function properly if you refuse cookies.

#### **14.6 Use of IP address**

- 14.6.1 An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses, or the location of computers on the Internet.
- 14.6.2 We collect IP addresses for the purposes of system administration and to audit the use of the Website. We do not ordinarily link IP addresses to personal information, which means that your session may remain anonymous. However, we cannot guarantee that this will always be the case, as it may be necessary to identify a particular user when it is necessary to enforce compliance with the Website Terms or to protect our Website, its users or other interests.

#### **14.7 Links to other sites**

- 14.7.1 When you are using the Website, you could be directed to other sites that are beyond our control. These other web sites may send their own cookies to you, collect data or solicit personal information. We do not control the privacy policies of those third party web sites.

#### **14.8 Passwords and login information**

- 14.8.1 You may register your personal information with us via the Website.
- 14.8.2 If you register your personal information we will provide you with a user name and password.
- 14.8.3 You must not provide your username or password to anyone. You are solely responsible for keeping your username or password secret.
- 14.8.4 You are solely responsible for any Loss you may suffer should any other person use your username or password.

### **15 Variation of these Terms**

- 15.1 Subject to the variations or amendments provided for in terms of paragraph 16.2, no other variation or amendment, in any form whatsoever, of these Terms will be enforceable or binding on us unless we have agreed to such variation or amendment in writing. For this purpose, "writing" shall be writing on paper signed in ink by our authorised representative and specifically excludes any writing that may be in electronic format.
- 15.2 We are entitled and reserve the right to vary or amend these Terms from time to time and in our sole discretion. Any amendments to these Terms will be displayed on the Website from time to time. On the first occasion on which you use the Website or the Services after we amend the Terms, you will be notified that amendments to the Terms have been effected and you will be required to re-click/check "I Agree". If you continue to use the Services thereafter, the amended Terms will immediately be treated as being effective and binding upon you.
- 15.3 It is your responsibility to access and familiarise yourself with any amendments to the Terms on each occasion that you make use of the Website, the Website Content or the Services.

### **16 Miscellaneous matters**

#### **16.1 Contact Details:**

- 16.1.1 Our contact details for the service of any legal notice is The South African Spine Society [webmaster@saspine.org](mailto:webmaster@saspine.org); [president@saspine.org](mailto:president@saspine.org); [treasurer@saspine.org](mailto:treasurer@saspine.org)
- 16.1.2 Notices given to the above addresses shall be deemed to have been duly given: 14 days after mailing

#### **16.2 Disputes, claims and legal proceedings**

- 16.2.1 Any dispute declared by you and any claim which you may have against us arising out of or in connection with these Terms or the use of the Services, including after termination, cancellation or amendment of these Terms and/or the Services will be referred to arbitration in accordance with the Arbitration Act 1965 (as amended) or any replacement Act and will take place in accordance with the Commercial Arbitration Rules of the Arbitration Foundation of Southern Africa.
- 16.2.2 If we declare a dispute with you, or wish to institute any claim or legal proceedings against you arising out of or in connection with these Terms or your use of the Website, the Website Content or the Services, we reserve the right to deal with the matter in a forum of our choice, which will include but will not be limited to, the courts of South Africa. This right will continue to apply after termination, cancellation or amendment of these Terms.
- 16.2.3 Notwithstanding anything to the contrary contained in these Terms, neither you nor we will be precluded from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the institution or resolution of a dispute or other legal proceedings.

### **16.3 Costs**

Any costs, including legal costs on attorney and own client scale and value-added tax, incurred by us arising out of your use of the Website, the Website Content and/or the Services, or a breach of these Terms, will be borne by you.

### **16.4 Assignment**

You shall not cede, assign or transfer any of your rights and obligations in these Terms without our prior written consent. We are entitled to cede, assign or transfer any of our rights and obligations in these Terms without your prior written consent and without notice to you.

### **16.5 Interpretation**

- 16.5.1 In the event that any part of these Terms are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
- 16.5.2 No relaxation or indulgence which we may grant to you will be deemed to be a waiver of any of our rights in these Terms or in law.
- 16.5.3 The termination of any agreement created by these Terms will be without prejudice to any other rights or remedies that you or we may be entitled to under the agreement or at law, and will not affect any of our or your accrued rights or liabilities nor the coming into or continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination.