

## **CAPRISA WEBSITE**

### **Website Terms and Conditions of Use**

#### **Introduction**

Welcome to the Centre for the AIDS Programme of Research in South Africa (CAPRISA) website: [www.caprisa.org](http://www.caprisa.org).

Please take a moment to read these terms and conditions including our privacy policies to understand how they apply to your use of our website and any information that may you may request from us. If you have any questions regarding our website, please click [here](#) to contact us.

#### **Disclaimer**

The information contained in this website is intended for general information purposes only. Research results may not necessarily be policy or be available in clinical practice. The information provided is not intended as medical advice for individual patients or their specific conditions. Individuals requiring assistance for a specific condition are urged to visit their doctor for a medical opinion and care. Any reliance you place on the information is therefore strictly at your own risk. 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 whatsoever arising out of, or in connection with, the use of this website. The views expressed on this website do not necessarily reflect the views or policies of CAPRISA's funders.

#### **Terms of Use**

- (a) The CAPRISA website at [www.caprisa.org](http://www.caprisa.org) is owned and operated by CAPRISA ("CAPRISA" also referred to as "we" or "our" as the context indicates in these terms), a company not for profit registered in the Republic of South Africa under company registration number 2002/024027/08, which has its registered office at 2<sup>nd</sup> Floor Doris Duke Medical Research Institute Building, 719 Umbilo Road, Durban, 4001.
- (b) These terms apply to your use of this website. By using our website, you acknowledge that you have read and understood these terms and agree to be bound by them. This is our entire agreement with you and supersedes all prior terms, conditions, warranties and/or representations to the extent permitted by law. If you do not wish to be bound by any of the terms contained here, please do not use our website.
- (c) We may update or change these terms without giving you notice. You should check them from time to time because your use of our website will imply that you accept any such updated or amended terms.
- (d) This website is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa.
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- (f) CAPRISA reserves the right to suspend our website or any part thereof at any time if, in our sole discretion, we determine that you are not using the website in compliance with these terms or if we believe that you intend to corrupt, damage or harm our website or to provide information that is untrue, inaccurate or incomplete.
- (g) People who are not resident in South Africa are welcome to use our website in accordance with these terms.

- (h) Regarding any newsletter or other marketing material, kindly note that you are free to opt out of receiving our communications at any stage. It may take a reasonable period to update any account or profile you may have with us

### **Privacy Policy**

- a) We take your rights to privacy seriously. Therefore any information that you may give to us or upload on our website including any personal information will be stored on a secure server. We undertake to take all reasonable steps to minimise the risk of unauthorised disclosure or interception.
- b) We will not disclose, sell or rent your personal information to third parties without your consent unless we are compelled to do so by law. We may do so if you have granted consent thereto.
- c) Whilst CAPRISA will ensure that all reasonable efforts are taken to protect your personal information as it travels over the internet, we cannot guarantee the absolute security of any information you exchange with us.
- d) Whilst we will take all reasonable steps to ensure that the information on our website is accurate and up-to-date, we do not however warrant that the content or information displayed is always accurate, complete and/or current.
- e) Any comments uploaded by users or any authorised experts are their opinions alone and do not in any way represent our views, opinions, beliefs or values.
- f) We look forward to and value your views, feedback and ideas submitted via our website. Please note that we do not respond to, maintain or compensate anyone that submits any feedback or suggestions. You must also note that once we receive any feedback, ideas or views you submit to us, we will become entitled to use them in any way we decide and those views, ideas and feedback will become our property.
- g) You give us your undertaking for all submissions to us and warrant that your views, feedback and ideas do not and will not violate the right(s) of any third party, including copyright, trademark, privacy or any other personal or proprietary right. You agree not to disclose, submit or offer views, feedback and ideas that are defamatory, unlawful, abusive or obscene in nature or content. We disclaim any liability towards any third party regarding any of your views, feedback or ideas and you will be held accountable to any third party regarding any harm caused by your views, feedback and/or ideas.
- h) All rights, including copyright, trade mark and other intellectual property rights embodied in any logos, text, images, video, audio or other material on this website are owned by or licensed to us. No unauthorised use, reproduction, modification and/or distribution of any of the information on our website is permitted and is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.
- i) You must not use the content of our website, our logos or other images that appear on our website without our prior written consent. No unauthorised use, reproduction, modification and/or distribution of any of the information on our website is permitted and is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights.
- j) Where there are any external hyperlinks on our website this must not be construed as constituting a relationship between us and any linked third party or any endorsement by us of such third party and you use any external links provided at your own risk.
- k) Advertising and other promotional material of third parties may appear on our website from time to time. Please note that this must not be construed as an endorsement of any such third party/ies or their products and/or services. You choose to rely on any information contained in such material at your own risk.

- l) Please note that you use our website entirely at your own risk. CAPRISA makes no representations or warranties of any kind, whether express or implied. We do not warrant that the functions provided by the website will be uninterrupted or error free, or that the website or the server that makes it available are free from viruses or other harmful components. We accept no liability, to the extent permitted by law, for any direct, indirect, incidental, special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of our website or the purchase of any of our products or services. You agree, to the extent permitted by law, to indemnify us against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of our website and/or your purchase of any products or services. Notwithstanding any other provisions contained herein, our liability arising from any breach of these Terms, negligence or otherwise shall not at any time exceed more than double the monetary value of any order placed via this website.

### **Web browser cookies**

Our website may use “cookies” to enhance User experience. User’s web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them. User may choose to set web browser to refuse cookies, or to alert you when cookies are being sent. If they do so, note that some parts of our website may not function properly.

### **Contact Us**

Please email your comments and suggestions on the CAPRISA website to:

CAPRISA Information Officer:

Dr Carl Thomas Montague  
Chief Operations Officer  
[capria@caprisa.org](mailto:capria@caprisa.org)

### **Legal**

#### **Promotion of Access to Information Act**

The Promotion of Access to Information Act (PAIA) No.2 of 2000 has been formulated to give effect to the right of access to information as enshrined in the South African Constitution. CAPRISA views this as not merely an issue of legal compliance, but rather an opportunity to deal with information management in a holistic and integrated manner. The CAPRISA PAIA Manual provides references to the records held by CAPRISA and the process to request access to such records:

[CAPRISA PAIA Manual 2015](#)

A copy of the manual is available to the public for inspection at the Human Rights Commission (“HRC”) and CAPRISA head office.

#### **Protection of Personal Information Act**

The Protection of Personal Information Act (POPI) No.4 of 2013 is to promote the protection of personal information by public and private bodies. CAPRISA takes POPI and the protection of your personal information seriously. The Personal Information Protection Document sets out CAPRISA’s POPI compliance principles:

[Personal Information Protection Compliance Principles](#)