

WEBSITE TERMS AND CONDITIONS

of

SOUTH AFRICAN ORTHOPAEDIC ASSOCIATION

(an association within the South African Medical Association NPC, which is an association incorporated under section 23 of the Companies Act, 1973, with registration number 05/00136/08)

(hereinafter referred to as "**the Association**")

 ANDERSEN.

TABLE OF CONTENTS

1.	INTRODUCTION.....	1
2.	COLLECTION OF PERSONAL INFORMATION	2
3.	OBTAINING AND USING YOUR PERSONAL INFORMATION.....	3
4.	SHARING OF PERSONAL INFORMATION	5
5.	CROSS-BORDER TRANSFER	7
6.	PROTECTING YOUR PERSONAL INFORMATION.....	8
7.	ACCESSING AND UPDATING YOUR PERSONAL INFORMATION	9
8.	USE OF IP ADDRESSES	10
9.	USE OF COOKIES	10
10.	CONTACT INFORMATION	11
11.	EMAIL DISCLAIMER.....	12

1. INTRODUCTION

- 1.1 Your use of this website is subject to the terms and conditions governing it. Please read these terms and conditions before using this website (**"the Website"**).
- 1.2 The Association understands and is fully committed to the protection of your privacy and personal information as legislated by the Protection of Personal Information Act, 4 of 2013. We further recognise the importance of ensuring that the collection of your personal information is done responsibly, within the ambit of applicable law, as well as within the confines of our moral obligation to you as a user of this website.
- 1.3 In an endeavour to provide clarity in relation to how your privacy and personal information is handled by us, please take the time to read this privacy policy (**"the Privacy Policy"**) carefully and to return to it periodically when using the website in future, as changes may subsequently be made to the Privacy Policy.
- 1.4 By using the Website, you agree to the Association, its directors, employees, consultants, agents, subcontractors, affiliates and/or third parties processing (which will include collecting, using and disclosing) your personal information for the purposes as set out in the Privacy Policy.
- 1.5 In the event that you do not agree, whether now or in future, with the manner in which your privacy and personal information will be handled while using the Website, please immediately exit the Website and refrain from using it further.

- 1.6 Personal information processed by us through the Website shall only be used in accordance with this Privacy Policy. In the event that any use of your personal information is required to be used by us and such use falls outside the constraints of this Privacy Policy your consent shall always be obtained first.

2. COLLECTION OF PERSONAL INFORMATION

- 2.1 Personal information is information which identifies or could reasonably be associated with you. We may collect and process different types of personal information in the course of conducting our operations and providing our services. These may include –

2.1.1 your basic contact information when you apply for membership of the Association, submit articles for publications, apply to make use of the Association's Registry or in any other way interact with the Association via the Website, and may include your name and job title, telephone number, postal, residential or email address, your preferences and interests;

2.1.2 website usage and other technical data such as details of your visits to the Website, information collected through cookies and other tracking technologies, your Internet Protocol address, operating system and browser type, as well as other digital information such as location data, communication data and traffic data; and

2.1.3 any other data relating to you that you may provide.

3. OBTAINING AND USING YOUR PERSONAL INFORMATION

3.1 We will only collect, use, disclose or otherwise process your personal information in accordance with the Privacy Policy and we may do so in various different ways, including –

3.1.1 where you provide your personal information to us directly (for example, by email or other direct communication such as online forms found on the Website);

3.1.2 where we monitor the use of, or interactions with, our websites, any marketing we may send to you, or other email communications sent from or received by the Association;

3.1.3 third-party sources (for example, where we collect information about you to assist with security and “know-your-client” checks as part of our member acceptance procedures); or

3.1.4 publicly available sources, where we may use such sources to help us keep contact details, we already have for you accurate and up to date or for professional networking purposes.

3.2 When you provide us with personal information, we will use this information –

- 3.2.1 to send you publications and newsletters which you have subscribed to receive;
 - 3.2.2 to communicate with you regarding upcoming events and seminars;
 - 3.2.3 where it is necessary to process your membership application or render membership services to you;
 - 3.2.4 where it is necessary to comply with our legal obligations;
 - 3.2.5 where it is in order to achieve a legitimate interest (both ours and that of our directors, employees, consultants, or any other person) and our reasons for using your personal information outweigh any prejudice to your personal information rights;
 - 3.2.6 where it is necessary to for us to defend, prosecute or make a claim against you, us or a third party; and
 - 3.2.7 where you have consented to our use of your personal information (which consent may be withdrawn through unsubscribing or similar action at any time).
- 3.3 We endeavour to collect and use only that personal information which is necessary for the intended purpose of the collection, and we will not retain your personal information for longer than is necessary to achieve the purpose for which we collected it, unless there is a lawful basis or legal requirement for us to retain your personal information for a longer period.

4. SHARING OF PERSONAL INFORMATION

- 4.1 We may disclose your personal information to our third-party service providers, where necessary and we require our third-party service providers to take reasonable, appropriate, technical, and organisational measures to keep your personal information safe.
- 4.2 Our third-party service providers may not use or disclose personal information for any purpose other than providing services on our behalf.
- 4.3 We may disclose your personal information to –
- 4.3.1 our professional advisors (legal, financial, business, risk management or others);
 - 4.3.2 our bankers and auditors;
 - 4.3.3 our insurers and insurance brokers; and
 - 4.3.4 to government, regulatory or law enforcement agencies in connection with enquiries, proceedings or investigations by such parties anywhere in the world or where compelled by law to do so.
- 4.4 There remains a possibility that your personal information that we collect may have to be transferred to, and stored at, a destination outside of the Republic of South Africa. Insofar as this may occur, we will take reasonable organisational and/or contractual measures to ensure that your personal

information is processed by the recipients for the purposes of which it has been provided to us and that the required levels of protection have been implemented by such recipients to safeguard your personal information. Please continue reading under clause 5 for more information on cross-border transfers of personal information which relate to the General Data Protection Regulation 2016/679 (“**GDPR**”).

4.5 You agree that once your personal information has been de-identified (where we delete any information that identifies you) such de-identified information may be shared in the following circumstances –

4.5.1 to our agents, advisers, service providers and suppliers (which may include search engine optimisation agencies, creative, brand, digital and media agencies, and Microsoft, Google and other research agents);

4.5.2 to monitor web traffic, web servers serving the Website will automatically collect information about you in relation to the Website pages you visit; and

4.5.3 for statistical purposes, we may perform statistical analyses to measure interest in the various areas of the Website.

5. CROSS-BORDER TRANSFER

- 5.1 Your personal information may be stored and processed in countries, other than the Republic of South Africa, where we have facilities or in which we engage service providers.
- 5.2 By using the Website, you understand that your information may be transferred to countries outside of your country of residence and which may have protection of personal information rules that are different from those of your country.
- 5.3 In certain circumstances, courts, law enforcement agencies, regulatory industries or security authorities in those other countries may be entitled to access your personal information.
- 5.4 Some non-European Economic Area ("EEA") countries are recognised by the European Commission in terms of the GDPR as providing an adequate level of data protection according to GDPR standards (the full list of these countries is available [here](#).) The Republic of South Africa is not recognised by the European Commission as having the requisite GDPR standards at this time.
- 5.5 If you are based in the EEA or in a non-EEA recognised country, your personal information may be transferred to, accessible from, and/or stored at, a destination outside the EEA (or non-EEA recognised country) in which

data laws may not be as comprehensive as is in the case of countries recognised by the European Commission.

- 5.6 Regardless of the location of our processing of your personal information, we continue to use and implement a range of commercially reasonable physical, technical and procedural measures to ensure that your personal information is protected appropriately and in terms of applicable laws.

6. **PROTECTING YOUR PERSONAL INFORMATION**

- 6.1 We recognise that information security is an integral part of data privacy. While no data transmission can be guaranteed to be incapable of being intercepted intrusively, we implement a range of commercially reasonable physical, technical and procedural measures to help protect personal information from unauthorised use, access, disclosure, alteration or destruction in accordance with the requirements of applicable law.

- 6.2 If you have any concerns or questions about our use or the safety of your personal information, please contact us at the details listed in clause 10 below. You may have the right to request from us to –

- 6.2.1 provide you with further details on how your information is used;
- 6.2.2 provide you with a copy of information that we hold about you;
- 6.2.3 update any inaccuracies in the personal information we hold;

- 6.2.4 delete any personal information that we no longer have a lawful ground to use;
- 6.2.5 where processing is based on consent, to withdraw your consent so that we stop that particular processing;
- 6.2.6 object to any processing based on the legitimate interests ground unless our reasons for undertaking that processing outweigh any prejudice to your protection of personal information rights; and
- 6.2.7 restrict how we use your information whilst a complaint is being investigated.

7. ACCESSING AND UPDATING YOUR PERSONAL INFORMATION

- 7.1 We will take reasonable steps to keep your personal information accurate and complete, but it is suggested that you regularly update your personal information.
- 7.2 You may request access to any of your personal information that is held by us at any time and for any purpose, including requesting that we correct your personal information if it is inaccurate or delete the personal information if we are no longer required to retain it by law or for a legitimate purpose.
- 7.3 Whilst it is our policy to respect your rights, please be aware that your exercise of these rights is subject to certain restrictions that are necessary to safeguard the public interest (for example, the prevention or detection of

crime), our interests (for example, upholding legal privilege) and some of these rights may be limited (for example where we are required or permitted by law to continue processing your personal information to defend our legal rights or meet our legal and regulatory duties and obligations).

8. USE OF IP ADDRESSES

8.1 Your IP address is automatically assigned to your computer by your Internet Service Provider. An IP address may be identified and logged automatically in our server log files whenever a user access the Website, along with the time of the visit and the pages that were visited.

8.2 Collecting IP addresses is standard practice and is done automatically by most websites, applications and other services. We use IP addresses for purposes such as calculating usage levels, trends, diagnosing server problems and administering the Website. We may also derive your approximate location from your IP address.

8.3 The collection of IP addresses, browser types and other anonymous statistical data does not identify you personally through our server log files. We do not link this information to personally identifiable information.

9. USE OF COOKIES

9.1 Cookies are small data files stored by your computer to help improve functionality, tailor information to provide visitors with more relevant pages,

store user preferences when needed and collect anonymous statistics on the usage of the Website.

- 9.2 You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting, you may be unable to access certain parts of the Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Website. If you accept a cookie or fail to deny the use of cookies, you agree that we may use your personal information collected using cookies (subject to the provisions of the Privacy Policy). Where you either reject or decline cookies, you are informed that you may not be able to fully experience the interactive features of the Website.

10. CONTACT INFORMATION

- 10.1 If you have any questions regarding the Association processing of your personal information, in terms of the Privacy Policy, please email **[INSERT]**.
- 10.2 In addition, if you currently receive marketing information from us which you would prefer not to receive in future, please email **[INSERT]**.

Commented [MD1]: Please insert.

Commented [MD2]: Please insert.

11. EMAIL DISCLAIMER

NOTE: Disclaimers apply to all emails and any attachments.

This disclaimer applies to any electronic message (such as email, SMS and encrypted text message) passing through the Association's information system (including its contents, any attachments and all subsequent messages or attachments). If there is a conflict between this disclaimer and any other disclaimer, this one will prevail.

The recipient

Electronic messages are intended for the named recipient only. If that is not you and you have received the electronic message, please notify the sender using the contact details contained in the electronic message, and if this is not possible, then by contacting the Association by telephone or fax. You must delete the electronic message received in error once you have notified the sender.

You must not forward, copy or otherwise transmit or disseminate the electronic message or any of its contents to any person other than the named sender.

You may not print, save, or store the electronic message or any of its contents in electronic or physical form.

If you are a client of the Association, any opinions or advice contained in the electronic message are subject to any applicable terms.

The logo for Andersen, featuring a stylized red swoosh above the word "ANDERSEN" in a serif font.

Confidentiality

Electronic messages are confidential, unless specifically stated or if it is explicitly clear from the context (such as press releases and other official statements) and may not be disclosed to another person. The electronic message may be subject to legal privilege and client confidentiality. If you are not certain whether the message is confidential or subject to legal privilege, please contact the sender and assume, until advised otherwise, that the message is confidential and subject to privilege.

Direct marketing

Unless explicit consent is obtained from the sender, you may not add the sender's email address or contact number to any database for the purposes of direct marketing.

Copyright notice for message content

The Association is the owner of the content of its electronic messages (which are protected by copyright and other intellectual property laws) and all of its rights in and to such intellectual property are reserved.

Consent and legal requirements

By communicating with the Association via electronic message, you consent to receiving electronic messages from the Association and agree that any agreement, notice, disclosure or other message transmitted electronically satisfies the requisite

legal requirements, including that it be "in writing". Unless otherwise stated, an electronic message will only be deemed to have been:

- received by the Association once a recipient at the Association has confirmed receipt orally or in writing;
- sent by the Association once reflected as "sent" on the Association's message server logs.

Limitation of liability

All reasonable precautions have been taken by the Association to ensure that no malicious software (such as malware and viruses) is in its electronic messages and attachments sent to you. It is your responsibility to ensure that you check all electronic messages and attachments you receive from the Association for malicious software.

While the Association uses its best endeavours to prevent loss or damage to third party systems, it shall not be held responsible or liable for any harm, damages, or loss (including any loss of profits, loss of programs, business interruption, loss or corruption of data) arising from an electronic message, including by reason of:

- malware
- the amending of an electronic message by a third party
- non-delivery of an electronic message

- incorrect delivery of an electronic message
- adverse effects on hardware
- unencrypted transmission

Interception and monitoring

Subject to applicable laws and professional ethical rules, the Association reserves the right to intercept, monitor, review or disclose all electronic messages. Employees do not have any privacy right in the creation of, sending of, receipt of or storage of information on the systems of the Association. If you do not want your message to be read by the Association, you must not communicate with the Association by electronic message.

Enquiries

If you have any questions or concerns arising from the contents of this disclaimer, please contact **[INSERT]**

Commented [MD3]: Please insert.

Information about the Association

Name: South African Orthopaedic Association (an association within the South African Medical Association NPC, which is an association incorporated under section 23 of the Companies Act, 1973)

Registration number: 05/00136/08

The logo for Andersen, featuring a stylized red swoosh above the word "ANDERSEN" in a serif font.

Primary address: 21 Reid St, Westdene, Bloemfontein, 9301

Last updated: July 2021