

1 Logtenberg Chiropractic Website terms and conditions of use

1.1 This document sets out the terms and conditions (“Terms”) of Logtenberg Chiropractic (Practice numbers: Tzaneen 0747807 and Polokwane: Practice: 0352012 (“Logtenberg Chiropractic”) pertaining to the access and use of the information, products, services and functions provided on (logtenbergchiropractic.co.za) (“Website”).

1.2 Should any person that accesses the Website you (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website and/or using our services.

1.3 If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission and consent to be bound by these Terms before purchasing any products or services.

1.4 Logtenberg Chiropractic reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Logtenberg Chiropractic from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.

1.5 We will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.

1.6 If there is anything in these Terms that you do not understand then please contact us as soon as possible -see clause 11 below for contact details. Please note that calls to us are charged at national rates and may be monitored for training, security and quality assurance purposes.

2 Content of the website

2.1 Logtenberg Chiropractic reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.

2.2 Logtenberg Chiropractic reserves the right to change and amend the products, prices and rates quoted on this Website from time to time without notice.

2.3 Logtenberg Chiropractic may use the services of third parties to provide information on the Website. Logtenberg Chiropractic has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided “as is” and that Logtenberg Chiropractic and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, howsoever these may arise.

2.4 Logtenberg Chiropractic makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:

2.4.1 Logtenberg Chiropractic does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Logtenberg Chiropractic expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fit-ness for a particular purpose, non-infringement, compatibility, security and accuracy;

2.4.2 whilst Logtenberg Chiropractic has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user’s system; and

2.4.3 Logtenberg Chiropractic disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the format in which Logtenberg Chiropractic receives it and statements from external parties are accepted as fact.

2.3 Pricing for services or products offered by Logtenberg Chiropractic on this website are subject to change without notice. All pricing must be confirmed in writing via email by Logtenberg Chiropractic upon user’s request.

3 Linked third party websites and third party content

3.1 Logtenberg Chiropractic may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Logtenberg Chiropractic does not endorse, nor does the inclusion of any link imply Logtenberg Chiropractic’s endorsement of, such websites, their owners, licensees or administrators or such websites’ content or security practices and operations.

3.2 While Logtenberg Chiropractic tries to provide links only to reputable websites or online partners, Logtenberg Chiropractic cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Logtenberg Chiropractic. Logtenberg Chiropractic is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.

3.3 You agree that Logtenberg Chiropractic shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

4 Usage restrictions

The user hereby agrees that it shall not itself, nor through a third party:

4.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

4.2 decompile, disassemble or reverse engineer any portion of the Website;

4.3 write and/or develop any derivative of the Website or any other software program based on the Website;

4.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Logtenberg Chiropractic;

4.5 without Logtenberg Chiropractic's prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;

4.6 remove any identification, trademark, copyright or other notices from the Website;

4.7 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, ob-scene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or

4.8 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5 Security

5.1 In order to ensure the security and reliable operation of the services to all Logtenberg Chiropractic's users, Logtenberg Chiropractic hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.

5.2 You may not utilise the Website in any manner which may compromise the security of Logtenberg Chiropractic's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Logtenberg Chiropractic suffer any damage or loss, civil damages shall be claimed by Logtenberg Chiropractic against the user.

5.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA") (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Logtenberg Chiropractic and its affiliates, agents and/or partners.

6 Intellectual property rights

6.1 For the purpose of this clause, the following words shall have the following meanings ascribed to them:

6.1.1 "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by Logtenberg Chiropractic, now or in the future, including without limitation, Logtenberg Chiropractic's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

6.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website ("proprietary material"), are the property of, or are licensed to, Logtenberg Chiropractic and as such are protected from infringement by local and international legislation and treaties.

6.3 By submitting reviews, comments and/or any other content (other than your personal information) to Logtenberg Chiropractic for posting on the Website, you automatically grant Logtenberg Chiropractic and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content. Subject to this license, you retain any and all rights that may exist in such content.

6.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.

6.5 Except with Logtenberg Chiropractic's express written permission, no proprietary material from this Website may be copied or retransmitted.

6.6 Irrespective of the existence of copyright, the user acknowledges that Logtenberg Chiropractic is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.

6.7 Logtenberg Chiropractic authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7 Risk, limitation of liability and indemnity

7.1 The user's use of this website and the information contained on the website is entirely at the user's own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

7.2 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Logtenberg Chiropractic be liable for any loss, harm, or damage suffered by the user as a result thereof. Logtenberg Chiropractic reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Logtenberg Chiropractic deem it necessary.

7.3 To the extent permissible by law:

7.3.1 Neither Logtenberg Chiropractic, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the website or any functionality thereof, or the information contained on the website, or of any linked website, even if Logtenberg Chiropractic knows or should reasonably have known or is expressly advised thereof.

7.3.2 The liability of Logtenberg Chiropractic for faulty execution of the website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the website shall be limited to Logtenberg Chiropractic rectifying the malfunction, within a reasonable time and free of charge, provided that Logtenberg Chiropractic is notified immediately of the damage or faulty execution of the website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the website without the prior written approval of Logtenberg Chiropractic. However in no event shall Logtenberg Chiropractic be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.

7.3.3 You hereby unconditionally and irrevocably indemnify service provider and agree to hold Logtenberg Chiropractic free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by Logtenberg Chiropractic or instituted against Logtenberg Chiropractic as a direct or indirect result of:

7.3.3.1 your use of the website;

7.3.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Logtenberg Chiropractic;

7.3.3.3 your failure to comply with any of the terms or any other requirements which Logtenberg Chiropractic may impose from time to time;

7.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or

7.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of Logtenberg Chiropractic.

7.4 Logtenberg Chiropractic makes no warranty or representation as to the availability, accuracy or completeness of the content of the website. You expressly waive and renounce all your rights of whatever nature that you may have against Logtenberg Chiropractic for any LOSS suffered by you, as a result of information supplied by Logtenberg Chiropractic being incorrect, incomplete or inaccurate.