

TERMS AND CONDITIONS FOR WEBSITE

1. INTRODUCTION

If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy govern the relationship of Faircom and its associated companies with you, the website user and visitor.

Faircape and its affiliated companies and/or divisions are hereinafter referred to as "us" or "we". The term "you" refers to the user or viewer of our website.

2. THE USE OF THIS WEBSITE IS SUBJECT TO THE FOLLOWING TERMS:

- 2.1. The content of the pages of this website is for your general information and use only, and may be subject to change without notice.
- 2.2. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- 2.3. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- 2.4. This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- 2.5. All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- 2.6. Unauthorised use of this website may give to a claim for damages and/or be a criminal offence.
- 2.7. From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).
- 2.8. You may not create a link to this website from another website or document without our prior written consent.
- 2.9. Your use of this website and any dispute arising out of such use of the website is subject to the laws of South Africa.

3. WEBSITE DISCLAIMER

- 3.1. The information contained in this website is for general information purposes only. The information is provided by us and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 3.2. 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 from loss of data or profits arising out of or in connection with the use of this website.
- 3.3. Through this website you may be able to link to other websites which are not under our control. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them.
- 3.4. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for and will not be liable for the website being temporarily unavailable due to technical issues beyond our control.

4. PRIVACY POLICY & THE PROTECTION OF PERSONAL INFORMATION ACT

- 4.1. This [privacy policy](#) sets out how we use and protect any information that you give us when you use this website
- 4.2. We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement.
- 4.3. We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from 1 July 2021.

5. PROTECTION OF MINORS

It is important to ensure that minors are protected from inappropriate and harmful online content. We therefore encourage you to research and familiarise yourself with preventative and corrective measures which can be taken to protect minors from such content. Hereunder is a list of links to various resources broadly dealing with the protection of minors. Please note that this is not an exhaustive list and is only intended as a general guideline for your convenience.

Cellphones:

- cdn.netSMARTZ.org/tipsheets/smartphone_safety.pdf

Cyber-Bullying:

- cdn.netSMARTZ.org/tipsheets/Cyberbullying_Unplugged_2014.pdf
- www.itweb.co.za/index.php?option=com_content&view=article&id=63654

- www.stopcyberbullying.org/what_is_cyberbullying_exactly.html

Cyber Security:

- cdn.netSMARTZ.org/tipsheets/cybersecurity_tips.pdf
- www.connectsafely.org/tips-to-create-and-manage-strong-passwords
- www.kaspersky.com/internet-security-center/internet-safety/faq

Facebook:

- www.facebook.com/security/notes

Gaming:

- cdn.netSMARTZ.org/tipsheets/gaming_parent_handout_2010.pdf

General:

- cdn.netSMARTZ.org/tipsheets/protecting_kids.pdf
- cdn.netSMARTZ.org/tipsheets/tips_for_teens.pdf
- cdn.netSMARTZ.org/tipsheets/tween_tips_2011.pdf
- www.haltabuse.org/help/respond.shtml

Sexting:

- cdn.netSMARTZ.org/tipsheets/sexting_teens.pdf
- cdn.netSMARTZ.org/tipsheets/You_Sent_A_Sext_Now_What.pdf

Social Media:

- cdn.netSMARTZ.org/tipsheets/SocialMediaSafety_teens.pdf
- www.itnewsafrika.com/2016/02/top-tips-to-stay-safe-on-social-media-in-africa/

Additional Resources:

- Cyberangels: World's oldest and largest Internet safety organisation
- GetNetwise: Educating parents and children about how to use the Internet safely
- KidShield: Tools and information to create a safety net for your children online
- ProtectKids.com: Protecting children in cyberspace
- SafeKids.com: Making your family's online experience fun and productive
- WiredKids: Online safety for kids and teens

6. SECURITY

6.1. We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online

6.2. Users and/or subscribers are prohibited from releasing their username and/or password to any other person.

7. HOW WE MAY USE COOKIES

- 7.1. In order to provide the best possible and most relevant service, we may use standard technology to collect information about the use of this site. This technology is not able to identify individual users but simply allows this web site to collect statistics.
- 7.2. In order to do this we use cookies. A cookie is a small file that is placed on your hard drive in order to keep a record of your interaction with this web site and will log:
 - 7.2.1. The Internet protocol (IP) address from which you access our website. An IP address is the unique number that is automatically assigned to the computer you are using whenever you are surfing the web.
 - 7.2.2. The type of browser (such as Internet Explorer or Mozilla) and operating system (such as Windows Vista or MacOS) used to access our site.
 - 7.2.3. The date and time when the website is accessed, for the purpose of traffic and statistical monitoring.
 - 7.2.4. The pages visited, for the purpose of improving the usefulness of our website by providing helpful links and removing pages that are not read.
- 7.3. If you do not wish cookies to be employed it is possible to alter the manner in which your browser handles cookies. Please note that, if this is done, certain services on this web site may not be available.

8. LINKS TO OTHER WEBSITES

- 8.1. Our website and these terms and conditions may contain links to enable you to visit other websites of interest easily. However, once you have used these links to leave our site, you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide whilst visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.
- 8.2. By accessing the links, you do so at your own risk. You acknowledge and understand that the views and opinions expressed therein are those of the authors and/or the owner of the website and do not reflect that of Faircom. You agree that Faircom and its associated companies cannot be held liable for any damage, loss, errors, omissions, inaccuracies which may occur when accessing these sites.

9. CONTACT US

- 9.1. For any questions about this website and the use and collection of your personal data, contact our Information Officer:

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9.2. Owner information & required disclosures under section 43 of the ECT Act

Website owner	:	Faircape Communications CC
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