

Terms and conditions

These terms and conditions (“Agreement”) set forth the general terms and conditions of your use of the santhnet.co.za website (“Website” or “Service”) and any of its related products and services (collectively, “Services”). This Agreement is legally binding between you (“User”, “you” or “your”) and this Website operator (“Operator”, “we”, “us” or “our”). By accessing and using the Website and Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of a business or other legal entity, you represent that you have the authority to bind such entity to this Agreement, in which case the terms “User”, “you” or “your” shall refer to such entity. If you do not have such authority, or if you do not agree with the terms of this Agreement, you must not accept this Agreement and may not access and use the Website and Services. You acknowledge that this Agreement is a contract between you and the Operator, even though it is electronic and is not physically signed by you, and it governs your use of the Website and Services.

Accounts and membership

If you create an account on the Website, you are responsible for maintaining the security of your account and you are fully responsible for all activities that occur under the account and any other actions taken in connection with it. We may monitor and review new accounts before you may sign in and start using the Services. Providing false contact information of any kind may result in the termination of your account. You must immediately notify us of any unauthorized uses of your account or any other breaches of security. We will not be liable for any acts or omissions by you, including any damages of any kind incurred as a result of such acts or omissions. We may suspend, disable, or delete your account (or any part thereof) if we determine that you have violated any provision of this Agreement or that your conduct or content would tend to damage our reputation and goodwill. If we delete your account for the foregoing reasons, you may not re-register for our Services. We may block your email address and Internet protocol address to prevent further registration.

Links to other resources

Although the Website and Services may link to other resources (such as websites, mobile applications, etc.), we are not, directly or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with any linked resource, unless specifically stated herein. We are not responsible for examining or evaluating, and we do not warrant the offerings of, any businesses or individuals or the content of their resources. We do not assume any responsibility or liability for the actions, products, services, and content of any other third parties. You should carefully review the legal statements and other conditions of use of any resource which you access through a link on the Website and Services. Your linking to any other off-site resources is at your own risk.

Prohibited uses

In addition to other terms as set forth in the Agreement, you are prohibited from using the Website and Services or Content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website and Services, third party products and services, or the Internet; (h) to spam, phish, pharm, pretext, spider, crawl, or scrape; (i) for any obscene or immoral purpose; or (j) to interfere with or circumvent the security features of the Website and Services, third party products and services, or the Internet. We reserve the right to terminate your use of the Website and Services for violating any of the prohibited uses.

Intellectual property rights

“Intellectual Property Rights” means all present and future rights conferred by statute, common law or equity in or in relation to any copyright and related rights, trademarks, designs, patents, inventions, goodwill and the right to sue for passing off, rights to inventions, rights to use, and all other intellectual

property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, rights to claim priority from, such rights and all similar or equivalent rights or forms of protection and any other results of intellectual activity which subsist or will subsist now or in the future in any part of the world. This Agreement does not transfer to you any intellectual property owned by the Operator or third parties, and all rights, titles, and interests in and to such property will remain (as between the parties) solely with the Operator. All trademarks, service marks, graphics and logos used in connection with the Website and Services, are trademarks or registered trademarks of the Operator or its licensors. Other trademarks, service marks, graphics and logos used in connection with the Website and Services may be the trademarks of other third parties. Your use of the Website and Services grants you no right or license to reproduce or otherwise use any of the Operator or third-party trademarks.

Limitation of liability

To the fullest extent permitted by applicable law, in no event will the Operator, its affiliates, directors, officers, employees, agents, suppliers or licensors be liable to any person for any direct or indirect, incidental, special, punitive, cover or consequential damages (including, without limitation, damages for lost profits, revenue, sales, goodwill, use of content, impact on business, business interruption, loss of anticipated savings, loss of business opportunity, iniuria, insult or defamation) however caused, under any cause of liability, including, without limitation, contract, tort, delict, warranty, breach of statutory duty, negligence or otherwise, even if the liable party has been advised as to the possibility of such damages or could have foreseen such damages.

Website disclaimer

The information contained in this website is provided for informational purposes only, and should not be construed as medical advice on any matter.

Any responses to enquiries or opinions expressed on medical matters on this website are general observations and are not intended as specific advice to a particular situation. The material on this website may not reflect the most current medical developments. We disclaim all liability in respect to actions taken or not taken based on any or all the contents of this site to the fullest extent permitted by law. Do not act or refrain from acting upon this information without seeking professional medical advice.

Social media channels disclaimer

Media posted on our social media channels and/or our website is intended for a general overview and discussion of the subjects dealt with. It is not intended to be, and should not be used as, a substitute for taking medical advice in any specific situation. SASTM will accept no responsibility for any actions taken or not taken on the basis of this publication. All videos, podcasts or any other media published by SASTM remain our copyright and with a strict reservation of rights.

Indemnification

You agree to indemnify and hold the Operator and its affiliates, directors, officers, employees, agents, suppliers and licensors harmless from and against any liabilities, losses, damages or costs, including reasonable attorneys' fees, incurred in connection with or arising from any third-party allegations, claims, actions, disputes, or demands asserted against any of them as a result of or relating to your Content, your use of the Website and Services or any wilful misconduct on your part.

Severability

All rights and restrictions contained in this Agreement may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Agreement illegal, invalid or unenforceable. If any provision or portion of any provision of this Agreement shall be held to be illegal, invalid or unenforceable by a court of competent jurisdiction, it is the intention of the parties that the remaining provisions or portions thereof shall constitute their agreement with respect to the subject matter hereof, and all such remaining provisions or portions thereof shall remain in full force and effect.

Dispute resolution

The formation, interpretation, and performance of this Agreement and any disputes arising out of it shall be governed by the substantive and procedural laws of South Africa without regard to its rules on conflicts or choice of law and, to the extent applicable, the laws of South Africa. The exclusive jurisdiction and venue for actions related to the subject matter hereof shall be the courts located in South Africa, and you hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

Changes and amendments

We reserve the right to modify this Agreement or its terms relating to the Website and Services at any time, effective upon posting of an updated version of this Agreement on the Website. When we do, we will send you an email to notify you. Continued use of the Website and Services after any such changes shall constitute your consent to such changes.

Acceptance of these terms

You acknowledge that you have read this Agreement and agree to all its terms and conditions. By accessing and using the Website and Services you agree to be bound by this Agreement. If you do not agree to abide by the terms of this Agreement, you are not authorized to access or use the Website and Services.

Contacting us

If you would like to contact us to understand more about this Agreement or wish to contact us concerning any matter relating to it, you may send an email to admin@sastm.org.za
This document was last updated on June 25, 2021