

# WEBSITE

## TERMS AND CONDITIONS OF USE

### INTRODUCTION

- 1.1. These terms and conditions shall govern the use of our website.
- 1.2. By using our website, you accept these terms and conditions in full; accordingly, if you disagree with these terms and conditions or any part thereof, **you must not use our website.**
- 1.3. If you are under 18, you will need to get your parent(s)/guardian(s) permission before contacting and interacting with us on this website. Please refer to our [Children's Privacy Policy](#) for more information.

### COOKIES

Our website uses cookies; by using our website or agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy and cookie requirements as set out below.

- 2.1. A cookie is a file containing an identifier (a string of letters and numbers) that is sent by a web server to a web browser and is stored by the browser. The identifier is then sent back to the server each time the browser requests a page from the server.
- 2.2. Cookies may be either "persistent" cookies or "session" cookies: a persistent cookie will be stored by a web browser and will remain valid until its set expiry date, unless deleted by the user before the expiry date; a session cookie, on the other hand, will expire at the end of the user session, when the web browser is closed.
- 2.3. Cookies do not typically contain any information that personally identifies a user, but personal information that we store about you may be linked to the information stored in and obtained from cookies.
- 2.4. **We use cookies for the following purposes:**
  - 2.4.1. **authentication** - we use cookies to identify you when you visit our website and as you navigate our website;
  - 2.4.2. **status** - we use cookies to help us to determine if you are logged into our website;
  - 2.4.3. **shopping cart** - we use cookies to maintain the state of your shopping cart as you navigate our website;

2.4.4.**personalisation** - we use cookies to store information about your preferences and to personalise our website for you;

2.4.5.**security** - we use cookies as an element of the security measures used to protect user accounts, including preventing fraudulent use of login credentials, and to protect our website and services generally;

2.4.6.**analysis** - we use cookies to help us to analyse the use and performance of our website and services.

## MANAGING COOKIES

Most browsers allow you to refuse to accept cookies and to delete them. The methods for doing so vary from browser to browser, and from version to version. You should be able to manage your cookies such as blocking and deleting cookies via these links:

- CHROME - <chrome://settings/content/cookies>
- FIREFOX - <about:preferences#privacy>
- OPERA - Settings > Advanced > Privacy & Security > Site Settings > Cookies

Blocking all cookies will have a negative impact on the usability of our websites. If you block cookies, you will only be able to use limited features on our website.

## COPYRIGHT NOTICE

3.1. Copyright © De Smedt Optometrists 2021

3.2. Subject to the express provisions of this notice, we, together with our licensors, own and control all the copyright and other intellectual property rights on our website and the material on our website.

3.3. All the copyright and other intellectual property rights on our website and the material on our website are reserved.

## Copyright Licence

### 3.4.1. You may:

3.4.1.1. view pages from our website in a web browser;

3.4.1.2. download pages from our website for caching in a web browser;

3.4.1.3. stream audio and video files from our website;

3.4.2. Other than as specifically allowed by the other terms in this notice, you may not download or print any material from our website.

3.4.3. You may only use our website for your own personal purposes, and you must not use our website for any other purposes such as commercial benefit.

3.4.4.Except as expressly permitted by this notice, you may not edit or otherwise modify any material on our website.

## Intellectual Property and Restrictions on Use

This website contains information which is owned by and licensed to including but not limited to text, design, layout, graphics, organization, magnetic translation, digital conversion and other information related to the website. This information is protected under applicable intellectual property laws and reproduction, distribution, publication or any other use other than in accordance with the next paragraph is strictly prohibited.

You are granted a non-exclusive, non-transferable, revocable license to access and use this website strictly in accordance with these Terms; to use this website solely for personal, non-commercial purposes; to download or print out information from the website solely for personal, non-commercial purposes, provided that all copyright and other intellectual property notices therein are unchanged.

## Links

You may not create a link to a malicious or undesirable website from this website.

## LICENCE TO USE WEBSITE

4.1.Unless you own or control the relevant rights in the material, **you may not:**

- 4.1.1.republish material from our website (including republication on another website);
- 4.1.2.sell, rent or sub-license material from our website;
- 4.1.3.exploit material from our website for a commercial purpose;
- 4.1.4.redistribute material from our website.

4.2.We reserve the right to limit access to parts of our website, or even the website in its entirety, at our discretion. You may not circumvent or attempt to circumvent any access control mechanisms on our website.

## UNACCEPTABLE USE

5.1. You **may not:**

- 5.1.1. use our website in any way or take any action that causes, or may cause, damage to the website or impairment of the performance, availability or accessibility of the website;
- 5.1.2. use our website in any way that is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity;

- 5.1.3. use our website to copy, host, transmit, publish or distribute any material which consists of (or is linked to) any malicious computer software;
- 5.1.4. access or scrape our website with any robot, spider or other automatic methods, except for the purpose of indexing search engines;
- 5.1.5. use data gathered by our website for any direct marketing activities (including without restriction direct mail, email, telephone or SMS marketing.)
- 5.2. You must ensure that all information you give us through our website, or in relation to our website, is true, accurate, updated, complete and non-misleading.

## **6. LIMITED WARRANTIES**

6.1. We do not warrant or represent:

- 6.1.1. the completeness or accuracy of the information or advice published on our website;
- 6.1.2. that the material on the website is up to date; or
- 6.1.3. that the website or any service on the website will remain available.

6.2. We reserve the right to discontinue or alter any or all of our website services, and to stop publishing our website, at any time at our sole discretion without notice or explanation; and save to the extent expressly provided otherwise in these terms and conditions, you will not be entitled to any compensation or other payment upon the discontinuance or alteration of any website services, or if we stop publishing the website.

6.3. To the maximum extent permitted by applicable law, we exclude all representations and warranties relating to the subject matter of these terms and conditions, our website and the use of our website.

## **LIMITATIONS AND EXCLUSIONS OF LIABILITY**

7.1. Nothing in these terms and conditions will:

- 7.1.1. limit or exclude any liability for death or personal injury resulting from negligence;
- 7.1.2. limit or exclude any liability for fraud or fraudulent misrepresentation;
- 7.1.3. limit any liabilities in any way that is not permitted under applicable law; or
- 7.1.4. exclude any liabilities that may not be excluded under applicable law.

7.2. To the extent that our website and the information and services on our website are provided free of charge, we will not be liable for any loss or damage of any nature.

7.3. We will not be liable to you in respect of any business losses, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill.

7.4. We will not be liable to you in respect of any loss or corruption of any data, database or software.

7.5. We will not be liable to you in respect of any losses arising out of any event or events beyond our reasonable control.

7.6. We will not be liable to you in respect of any special, indirect or consequential loss or damage.

7.7. You accept that we have an interest in limiting the personal liability of our officers and employees and, having regard to that interest, you acknowledge that we are a limited liability entity;

7.8. You agree that you will not bring any claim personally against our officers or employees in respect of any losses you suffer in connection with the website or these terms and conditions.

## **BREACHES OF THESE TERMS AND CONDITIONS**

8.1. Without prejudice to our other rights under these terms and conditions, if you breach these terms and conditions in any way, or if we reasonably suspect that you have breached these terms and conditions in any way, we may:

8.1.1. send one or more formal warnings to you;

8.1.2. temporarily suspend your access to our website;

8.1.3. permanently prohibit you from accessing our website;

8.1.4. block computers using your IP address from accessing our website;

8.1.5. contact any or all of your internet service providers and request that they block your access to our website;

8.1.6. commence legal action against you.

8.2. Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking (including without limitation, creating and/or using a different account).

## **VARIATION**

9.1. We may revise these terms and conditions from time to time.

9.2.The revised terms and conditions will be applicable for the use of our website from the date of publication on this website.

9.3.You hereby relinquish any right you may have had, to be informed of any changes having been made to these terms and conditions.

9.4.If you do not agree to the revised terms and conditions, you must stop using our website.

## **ASSIGNMENT**

10.1.You hereby agree that we may assign, transfer, sub-contract or otherwise deal with our rights and/or obligations under these terms and conditions.

10.2.You may not without our prior written consent assign, transfer, sub-contract or otherwise, deal with any of your rights and/or obligations under these terms and conditions.

## **SEVERABILITY**

11.1.If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect.

11.2.If any unlawful and/or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

## **THIRD-PARTY RIGHTS**

12.1.A contract under these terms and conditions is for our benefit and your benefit and is not intended to benefit or be enforceable by any third party.

12.2.The exercise of the parties' rights under a contract under these terms and conditions is not subject to the consent of any third party.

## **JURISDICTION**

12.3.These terms and conditions shall be governed by and construed in accordance with South African law.

12.4.Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts of South Africa.

## **STATUTORY AND REGULATORY DETAILS**

13.1.We are registered with the HPCSA; and our registration number is OP 0006254.

13.2.We are subject to the rules of the rules of the HPCSA.

13.3. We are registered as Optometrists.

13.4. We underwrite the Rules and Regulations of the professional board of Optometry and Dispensing Opticians which can be electronically consulted <https://www.hpcs.co.za/?contentId=0&menuSubId=50&actionName=Professional%20Boards>.

13.5. Our VAT-number is 4830104909.

## OUR DETAILS

14.1. This website is owned and operated by J.C. de Smedt Optical Suppliers T/A De Smedt Optometrists.

14.2. We are registered in [South Africa] under registration number *OP006254*, and our registered office is at 10 Waverley Plaza, 1116 Hertzog Street, Villeria, Pretoria.

14.3. Our principal place of business is at 10 Waverley Plaza, 1116 Hertzog Street, Villeria, Pretoria.

14.4. You can contact us:

14.4.1. P.O. Box 32031, Totiusdal, 0134;

14.4.2. using our website contact form;

14.4.3. by telephone, on [the contact number published on our website from time to time];  
or

14.4.4. by email, using the email address published on our website from time to time.