



HPCSA online services Terms and Conditions of Use

Terms and Conditions of Use

- a. This document sets out the terms and conditions ("Terms") of the Health Professions Council of South Africa (HPCSA) pertaining to the access and use of the information, products, services and functions provided on www.hpcsa.co.za ("Website").
- b. These Terms and conditions are binding and enforceable against all persons that access the HPCSA website or any part thereof in terms of section 11 of the Electronic Communications and Transactions (ECT) Act 25 of 2002.
- c. Should any person that accesses the Website ("you" or "user") disagree with any of the Terms, you must refrain from accessing the Website and/or using our services as further use will automatically bind you to these Terms.
- d. HPCSA 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 HPCSA from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- e. If there is anything in these Terms that you do not understand then please contact us as soon as possible – see clause 7 below for contact details. Please note that calls to us are charged at national rates and may be monitored for security or other legitimate purposes.

Definitions and Interpretation

- a. "**Act**" means the Health Professions Act, 1974 (Act No. 56 of 1974); "**HPCSA**" means the Health Professions Council of South Africa; and "**HPCSA website**" means the Health Professions Council of South Africa (HPCSA) website located at www.hpcsa.co.za and includes any page, part or element thereof;
- b. "**User**" means any person who enters or uses HPCSA website, notwithstanding the fact that such a person only visits the home page of HPCSA website;
- c. References herein to the singular includes the plural and vice versa; and
- d. Notwithstanding the fact that hyperlinks in these Terms to copyright notices and legislation should be deemed part of these Terms in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these Terms.

1. General

The HPCSA, together with the 12 Professional Boards under its ambit, is established to provide for control over the education, training, and registration of health practitioners for practicing health professions registrable in terms of the Act.

In order to protect the public and guide the professions, The HPCSA ensures that health practitioners uphold and maintain professional and ethical standards within the health professions and ensure the investigation of complaints concerning health practitioners and ensure that disciplinary action is taken against any health practitioner who commit unprofessional conduct.

Regulatory Mandate

As a statutory body, the HPCSA is administered in terms of the Health Professions Act, 1974 (Act No. 56 of 1974). This Act governs all our activities, clearly defines the scope of each profession which it mandates to register with HPCSA, and sets clear processes to be followed by the HPCSA in achieving its statutory mandate.

2A. Allowed use and license

- A1.1 HPCSA licenses the User to view, download, and print the content of HPCSA website, provided that such content is used for private, personal, educational and/or non-commercial purposes only.
- A1.2 Content from HPCSA website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of HPCSA.
- A1.3 Users may not access, browse, and use HPCSA website for illegal purposes.
- A1.4 The caching of HPCSA website shall only be allowed if:

- A1.4.1 The purpose of the caching is to make the onward transmission of the content from HPCSA website more efficient;
- A1.4.2 The cached content is not modified in any manner whatsoever;
- A1.4.3 The cached content is updated at least every 12 (twelve) hours; and
- A1.4.4 The cached content is removed or updated when so required by HPCSA.
- A1.5 If any User uses content from HPCSA website in breach of the provisions detailed herein:
 - A1.5.1 HPCSA reserves the right to claim damages arising from the breach thereof from the User;
 - A1.5.2 HPCSA reserves the right to institute criminal proceedings against the User; and
 - A1.5.3 HPCSA shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
- A1.6 Hyperlinks to HPCSA website from any other sources shall be directed at the home page of HPCSA website.
- A1.7 HPCSA shall not be liable, in any manner whatsoever, for any damage, loss, or liability that resulted from the use of content from HPCSA website, if such content was accessed through a hyperlink not directed at the home page of HPCSA website. Persons that wish to link to content beyond the home page of HPCSA website shall do so at their own risk and indemnify HPCSA against any loss, liability, or damage that may result from the use of content from HPCSA website, if such content was accessed through a hyperlink not directed at the home page of HPCSA website. HPCSA's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
- A1.8 Users may quote small and reasonable amounts of content available from HPCSA website only if such quote is placed in inverted commas and acknowledged.
- A1.9 No person may frame HPCSA website, in any manner whatsoever, without the prior written consent of HPCSA.
- A1.10 Apart from bona-fide search engine operators and use of the search facility provided on HPCSA website by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from HPCSA website for any purposes, numbers without the prior written consent of HPCSA. E-mail addresses, names, telephone numbers and fax published on HPCSA website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on HPCSA website may be used to communicate unsolicited communications to HPCSA and all rights detailed in section 45 of the ECT Act are reserved.
- A1.11 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by HPCSA at any time without prior notice or giving reasons therefore.

2B Usage restrictions

- 2B.1 The user hereby agrees that it shall not itself, nor through a third party:
 - 2B.1.1 copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, 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;
 - 2B.1.2 decompile, disassemble or reverse engineer any portion of the Website;
 - 2B.1.3 write and/or develop any derivative of the Website or any other software program based on the Website;
 - 2B.1.4 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 HPCSA;
 - 2B.1.5 without HPCSA'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;
 - 2B.1.6 remove any identification, trademark, copyright, or other notices from the Website;
 - 2B.1.7 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, obscene, sexually-explicit, profane or hateful, or racially, ethnically, or otherwise objectionable content of any kind; and/or
 - 2B.1.8 notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

3. User requirements

- 3.1 Browser:
 - 3.1.1 We support Microsoft Edge, Mozilla Firefox and Google Chrome browser with SHA2 bit cipher 256 and SHA-1 with 128Bit, but the HPCSA website is best viewed by making use of Microsoft Edge, confirm on the browser version by selecting the Help drop-down menu and then clicking on the About option. Site Design and Fonts.
 - 3.1.2 The optimal viewing of the HPCSA website is at 3840x1080, 5120x1440 resolution. The text size used on the HPCSA website was chosen according to industry standards, however if the user is browsing the site and find that text is too small to read clearly, lower the screen resolution to 2560x1080.
 - 3.1.3 This can be done by right-clicking on your "desktop", selecting "properties" and then choosing "settings". Under "screen area" you can change the screen resolution to 2560x1080, which will make everything on your screen larger (unless your screen is already set to 2560x1080). Please note that once one clicks "apply" or "OK" this will change the screen resolution for the PC and all applications. The settings can be changed back at any time again though.

- 3.1.4 HTML is the standard hypertext mark-up language used for documents on the World Wide Web, in which tags are used to indicate how Web browsers should display page elements such as text and graphics and how to respond to user actions.

4. Defamation

- 4.1 The user must ensure that the use of the HPCSA website complies with all applicable laws and regulations, including but not limited to those principles of law which provides protection against compromise of copyrights, trade secrets, proprietary information and other intellectual property rights, liability, or defamation of character, invasion of privacy or tortious interference.

5. Intellectual property rights

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

- 5.1.1 "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 licence by HPCSA, now or in the future, including without limitation, HPCSA'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.

- 5.2 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, HPCSA and as such are protected from infringement by local and international legislation and treaties.

- 5.3 By submitting reviews, comments and/or any other content (other than your personal information) to HPCSA for posting on the Website, you automatically grant HPCSA and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence 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 licence, you retain any and all rights that may exist in such content.

- 5.4 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.

- 5.5 Except with HPCSA's express written permission, no proprietary material from this Website may be copied or retransmitted.

- 5.6 Irrespective of the existence of copyright, the user acknowledges that HPCSA 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.

- 5.7 HPCSA 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.

6. Software and equipment

It is the responsibility of the User to acquire and maintain, at his/her expense, the necessary computer hardware, software, communication lines access and Internet access accounts required to access the Internet and HPCSA website and/or download content from HPCSA website.

7 Changes and amendments

- 7.1 HPCSA reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

- 7.1.1 change these terms and conditions;
- 7.1.2 change the content and/or services available from HPCSA website;
- 7.1.3 discontinue any aspect or feature of HPCSA website and any information or content on the Website or service(s) available from HPCSA website; and/or;
- 7.1.4 change the software and hardware required to access and use HPCSA website.

8 Privacy

- 8.1 HPCSA shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" is as defined in the Promotion of Access to Information Act 2 of 2000 (PAIA).

- 8.2 HPCSA may electronically collect, store and use the following personal information of Users:

- 9.2.1 name and surname;
- 8.2.2 contact numbers;
- 8.2.3 non-personal browsing habits and click patterns;
- 8.2.4 e-mail address;
- 8.2.5 IP address; and/or
- 8.2.6 User selected username and password.

- 8.3 HPCSA collects, stores and uses the abovementioned information for the following purposes:

- 8.3.1 To Communicate requested information to the User;
- 8.3.2 To provide the User with access to restricted pages on this web site; and

- 8.3.3 To compile non-personal statistical information about browsing habits, click-patterns and access to HPCSA web site.
- 8.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.
- 8.5 HPCSA may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
 - 8.5.1 HPCSA shall not disclose personal information from Users unless the User consents thereto;
 - 8.5.2 HPCSA shall disclose information without the User's consent if required to do so by an order of court or by law; and
 - 8.5.3 HPCSA may compile, use and share any information that does not relate to any specific individual.
- 8.6 HPCSA owns and retains all rights to non-personal statistical information collected and compiled by HPCSA.

9 Hyperlinks to third party sites

- 9.1 HPCSA may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and HPCSA does not endorse, nor does the inclusion of any link imply HPCSA's endorsement of, such websites, their owners, licensees or administrators or such websites' content or security practices and operations.
- 9.2 While HPCSA tries to provide links only to reputable websites or online partners, HPCSA 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 HPCSA. HPCSA 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.
- 9.3 HPCSA does not editorially control the content on such target sites. You agree that HPCSA 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.

10 Security

- 10.1 In order to ensure the security and reliable operation of the services to all HPCSA's users, HPCSA 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. However, HPCSA does not make any warranties or representations that content shall be 100% safe and secure.
- 10.2 HPCSA is under no legal duty to encrypt any content or communications from and to HPCSA website and is also under no legal duty to provide digital authentication of any page on HPCSA website.
- 10.3 Users must not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to HPCSA web site or the server and computer network that support HPCSA website; any person or entity which does so or attempts to do so shall be held criminally liable. Further, should HPCSA suffer damages or loss, civil damages shall be claimed by HPCSA against the user.
- 10.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to HPCSA website, whether on purpose or negligently, shall, without any limitation, indemnify and hold HPCSA harmless against any and all liability, damages and losses HPCSA and its partners / affiliates may suffer as a result of such damaging code.
- 10.5 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and HPCSA reserves the right to claim damages from any and all persons concerned with a security failure or breach.
- 10.6 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by HPCSA and its partners / affiliates.

11 Risk, Disclaimer and limitation of liability

- 11.1 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.
- 11.2 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 HPCSA be liable for any loss, harm, or damage suffered by the user as a result thereof. HPCSA reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should HPCSA deem it necessary.
- 11.3 To the extent permissible by law:
 - 11.3.1 Neither HPCSA, 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 HPCSA knows or should reasonably have known or is expressly advised thereof.

11.3.2 The liability of HPCSA 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 HPCSA rectifying the malfunction, within a reasonable time and free of charge, provided that HPCSA 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 HPCSA. However in no event shall HPCSA 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.

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

11.3.3.1 your use of the website;

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

11.3.3.3 your failure to comply with any of the terms or any other requirements which HPCSA may impose from time to time;

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

11.3.3.5 any unavailability of, or interruption in, the service which is beyond the control of HPCSA.

11.4 HPCSA 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 HPCSA for any loss suffered by you, as a result of information supplied by HPCSA being incorrect, incomplete or inaccurate.

12 Removal and correction of content

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from HPCSA web site to HPCSA and HPCSA undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

13 Interception of communications

13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User grants consent to the HPCSA to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the HPCSA web site, its staff and employees.

13.2 The User agrees and acknowledges that the consent provided by the User in clause 13.1 satisfies the "writing" requirement as detailed in the ECT Act and the RIC Act.

14 Agreement in terms of Section 21 of the ECT Act

14.1 The User and HPCSA agree that:

14.1.1 the User shall be bound to these terms and conditions and such agreement is concluded in Pretoria (South Africa) at the time the User enters HPCSA web site for the first time;

14.1.2 data messages (as defined in the ECT Act) addressed by the User to HPCSA shall only be deemed to have been received if and when responded to;

14.1.3 data messages (as defined in the ECT Act) addressed to the User by HPCSA shall be deemed to be received by the User as detailed in section 23(b) of the ECT Act;

14.1.4 data messages (as defined in the ECT Act) addressed by the User to HPCSA shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

14.1.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and HPCSA; and

14.1.6 the User agrees and warrants that data messages that are sent to HPCSA from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

15 Confidentiality

15.1 By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third-party information acquired in connection with any aspect of the products and/or services offered by HPCSA. You shall notify HPCSA should you discover any loss or unauthorised disclosure of the information.

15.2 Any information or material sent to HPCSA will be deemed not to be confidential, unless otherwise agreed in writing by the user and HPCSA.

16 Breach or cancellation by HPCSA

16.1 HPCSA is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to HPCSA's right to claim damages, should any user:

16.1.1 breach any of these Terms;

16.1.2 in the sole discretion of HPCSA, use the Website in an unauthorised manner; or

16.1.3 infringe any statute, regulation, ordinance or law.

16.2 Breach of these Terms entitles HPCSA to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to HPCSA on an attorney and own client scale.

17 Compliance with laws

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to your use of and access to this Website.

18 Notices

Except as explicitly stated otherwise, any notices shall be given by email to www.HPCSA.co.za (in the case of HPCSA) or to the e-mail address you have provided to HPCSA (in your case), or such other address that has been specified. Notice shall be deemed given forty-eight (48) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, HPCSA may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to HPCSA. In such case, notice shall be deemed given seven (7) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

19 General clauses

19.1 HPCSA website is hosted, controlled and operated from the Republic of South Africa and therefore the South African law governs the use or inability to use HPCSA web site, its content, services and these terms and conditions.

19.2 This Website is controlled, operated and administered by HPCSA from its offices within the Republic of South Africa. HPCSA makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.

19.3 HPCSA does not guarantee continuous, uninterrupted or secure access to our Website, as operation of our Website may be interfered with as a result of a number of factors which are outside of HPCSA's control.

19.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.

19.5 HPCSA's failure to act with respect to a breach by you or others does not constitute a waiver of its right to act with respect to subsequent or similar breaches.

19.6 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of HPCSA.

19.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

19.8 Headings to the paragraphs to these Terms shall be used in the interpretation of any of the provisions to which they relate.

19.9 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.

19.10 These Terms set forth the entire understanding and agreement between HPCSA and you with respect to the subject matter hereof.

20 Legal costs

HPCSA shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.