



# **TERMS AND CONDITIONS**

## **INTRODUCTION**

Thank you for reading the Patriotic Alliance (PA) Acceptable Use Policy (AUP). By accessing this website, you agree, without limitation or qualification, to be bound by this policy and the terms and conditions it contains, as well as any other additional terms, conditions, rules, or policies displayed to you in connection with this service.

The purpose of this AUP is to comply with the relevant laws of the Republic, to specify to members and users what activities and online behaviour are considered unacceptable use of the website, to protect the integrity of our organisation, and to specify the consequences that may result from undertaking such prohibited activities.

These terms form an agreement between you and us, so please make sure that you understand all of them. You agree that you will only use the website in line with these terms and any additional terms mentioned below that may apply, including any terms and conditions incorporated in these terms by reference and applicable laws, rules, and regulations. Important clauses may limit our responsibility or involve some risk for you.

## **ADDITIONAL TERMS**

These terms apply together with the privacy policy statement and any other relevant terms, conditions, and disclaimers that are incorporated by reference into these terms.

The Patriotic Alliance is a political party and a non-profit organisation. How and why we communicate with members and the broader public is based on the premise of encouraging South Africans to participate in the current democracy to bring about change by encouraging them to be active voters in South Africa elections.

Any person accessing this website (user) is subject to, and agrees to, the terms and conditions set out in this legal notice. If the user does not wish to be bound by these terms and conditions, the user may not access, display, use, download, and/or otherwise copy or distribute content obtained on this website.



## **TERMS AND CONDITIONS**

The information on this website is intended to provide general information on particular subjects and is not an exhaustive treatment of such subjects.

It is the sole responsibility of the user to satisfy itself before accessing this website that the website will meet the user's individual requirements and be compatible with the user's hardware and/or software. Information, ideas, and opinions expressed on this site should not be regarded as professional advice or the official opinion of the Patriotic Alliance or any legal entity in respect of which information, ideas, and opinions are expressed.

The Patriotic Alliance or any affiliated person, organisation, or other related entity accepts no responsibility for any application, use, or interpretation of the information contained on this server and disclaims all liability for direct, indirect, or consequential damages or loss resulting from the use of this service.

The Patriotic Alliance makes every effort to ensure that the information it makes available is accurate, but it cannot guarantee the accuracy of such information, nor can it guarantee that such information is always up to date.

Any link to any source of information does not represent approval by/from the Patriotic Alliance, nor does it represent a promotion of that information or organisation or person(s) associated with it.

### **INTELLECTUAL PROPERTY RIGHTS**

All content, data, and trademarks, including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, or ideas described on this website may be the subject of other rights, including other intellectual property rights, which are the property of or licensed to the Patriotic Alliance or a legal entity, and as such are protected from infringement by South African legislation and international treaties and conventions. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this website are expressly reserved.



## **TERMS AND CONDITIONS**

We retain all Intellectual Property Rights in and to the website, all content in it or sent to and from the website, continue until it is terminated in line with these terms, which will result in the cancellation of your access to the website and/or the termination thereof. On termination of the license granted in these terms for any reason, you must immediately stop all use of the website.

You may not in any manner exploit the website for any commercial gain of any nature.

Certain content available on the website may include content belonging to third parties. We may provide links to third-party websites as a convenience to you. You acknowledge that we are not responsible and/or liable for the following and/or its accuracy:

all content belonging to third parties on the website; and/or any content featured on the websites that are accessed via links found on the website.

You may not copy, adapt, modify, alter, decompile, reverse engineer, attempt to derive the source code of or create derivative works of, or otherwise attempt to reproduce the website, its contents, including any Intellectual Property therein, its design, any updates to the website and/or any proprietary features in relation to it, or any parts of it. This prohibition extends to any and all content belonging to third parties that is found on the website and/or any content featured on the websites which are accessed via links that are found on the website.

You may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise (collectively referred to as linking), or any other reference to the website.

You indemnify us against all actions, claims, costs, demands, expenses, and other liabilities suffered or incurred by us as a result of any third-party claims initiated and/or instituted against us relating to your unauthorised use of the website and/or any Intellectual Property Rights flowing from them.



# **TERMS AND CONDITIONS**

## **PRIVACY POLICY - POPI**

The Patriotic Alliance communicates information in the form of newsletters, media statements, and similar material by using email, WhatsApp, SMS, and phone calls, or Social Media, which communication may possibly be classified as marketing material in terms of the Protection of Personal Information Act (POPI Act).

Should you prefer that your information be removed from our database, you may indicate your preference and right in this regard via return email.

If we do not hear from you, we will accept that you would like to remain on our database and will keep your information securely stored until you request for it to be removed.

If personal information has been submitted to this website, users who wish to review their personal information may do so by requesting such a review through the 'get in touch' link. Users who have any problem accessing their profiles, or would like to request a copy of their personal information should contact the web administrator on [webmaster@mypa.org.za](mailto:webmaster@mypa.org.za). In all cases, the Patriotic Alliance will treat requests to access information or change information in accordance with applicable legal requirements.

If you have any questions or concerns about this privacy policy, please contact us at [info@mypa.org.za](mailto:info@mypa.org.za)

Nothing contained herein on our website creates or is intended to create a contract or agreement between the Patriotic Alliance and any user visiting the website

## **USING AND SHARING YOUR PERSONAL INFORMATION**

- You consent to us processing your Personal Information:
- to provide products and services to you in terms of this agreement and any other products and services for which you may apply;
- to carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our organisation (this includes improving existing and developing new products and services);
- to sharing your Personal Information with our third-party service providers, where the products or services are provided.



## **TERMS AND CONDITIONS**

### **MARKETING BY POST, EMAIL OR TEXT MESSAGES**

We may use your Personal Information to contact you about products, services, and special offers from us or other companies that may interest you. We will do this by in Mobile or Web App notifications, email, or text message. If you decide that you do not want us to do this, you can contact us at [webmaster@mypa.org.za](mailto:webmaster@mypa.org.za)

### **CHILDREN'S PRIVACY PROTECTION**

The Patriotic Alliance recognises the importance of protecting children's privacy in the interactive online world

### **UPDATING OF THESE TERMS AND CONDITIONS**

The Patriotic Alliance reserves the right to change, modify, add to, or remove portions or the whole of these terms and conditions of use from time to time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is the user's obligation to periodically check these terms and conditions of use at this website for changes or updates. The user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

Your use of the website is dependent on factors beyond our control, such as your network's coverage or availability, your ISP's availability, or your device's capability and capacity.

We are not liable for any loss or damages you may suffer if a factor beyond our control arises, and you cannot access the website. We (including our employees, consultants, agents, or any affiliated person) are not responsible for any loss or damages related to your use of the website, or any Intellectual Property flowing from their use. This includes, without limitation, any direct, indirect, special, incidental, or consequential damages in terms of contract, delict (breach of a duty of care) or law.



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### **BREACH**

We may revoke your access to the website if you breach a clause of these terms and do not remedy it within five days after we have asked you to do so. We may still take other steps available to us, including applying to a court for an urgent interdict against you.

### **GENERAL**

The invalidity, illegality, or unenforceability of any of the clauses in these terms will not affect the validity, legality, and enforceability of the remaining clauses of these terms. We may send you any notice about the website by email and we may regard the notice as having been received by you one day after it was sent.

### **NOTICES**

We choose the registered address on our website at [www.mypa.org.za](http://www.mypa.org.za) as the address where any legal document or notice must be served on or delivered to us. We will send any legal documents or notices to you at the address we have for you on our records. We may send any other written communication to your street, postal, or email address, or through the website message system. Any legal document or notice to be served in legal proceedings must be written on paper. The relevant provisions of the Electronic Communications and Transactions Act 35 of 2002 do not apply to these documents or notices

### **APPLICABLE LAW**

South African law will govern these Terms regarding your use of the website. The Product Terms will, however, apply to your use of your products.

### **CONTACT INFORMATION**

#### **CUSTOMER SERVICES CONTACTS**

[info@mypa.co.za](mailto:info@mypa.co.za)

[webmaster@mypa.org.za](mailto:webmaster@mypa.org.za)