# **CASA** Website Terms and Conditions

Effective date: 09 October 2025

#### 1. Acceptance of Terms

The Chiropractic Association of South Africa, NPC ("CASA", "we", "us", "our") permits use of this website (the "Website") subject to these Terms and Conditions (the "Terms"). By accessing or using the Website in any way, you confirm that you have read, understood, and agree to be bound by these Terms. If you do not agree, you must stop using the Website.

## 2. Intellectual Property and Licence to Use the Website

All content on the Website (including text, graphics, logos, icons, photographs, video, audio, downloads, and software) is owned by or licensed to CASA and is protected by South African and international intellectual property laws.

CASA grants you a limited, revocable, non-exclusive, non-transferable licence to access and use the Website for lawful, personal, and non-commercial purposes. Except as expressly permitted by law, you may not copy, reproduce, adapt, publish, distribute, sell, license, frame, mirror, reverse engineer, or data-mine any part of the Website without CASA's prior written consent.

#### 3. Acceptable Use

You agree that you will not:

- violate any applicable law or third-party rights;
- upload, transmit, or distribute malicious code (including viruses, worms, trojans, or spyware);
- attempt to gain unauthorised access to the Website, user accounts, data, or systems;
- interfere with or disrupt the security, integrity, or performance of the Website;
- use automated means (including bots, crawlers, or scrapers) to access the Website or collect data without CASA's prior written consent;
- impersonate any person or misrepresent your affiliation with any person or entity.

## 4. Accounts, Registration and Passwords (if applicable)

Certain features (for example, member log-in, CPD or event registrations, or payments) may require you to create an account or provide information. You agree to provide accurate, current, and complete information and to maintain the confidentiality of your credentials. You are responsible for all activity under your account. CASA may suspend or terminate access if these Terms are breached.

#### 5. Payments and Refunds (if applicable)

Where payments are made via the Website (for example, membership dues, event or CPD registrations), such payments are processed through approved payment service providers. Refunds, cancellations and substitutions are governed by CASA's applicable policies (for example, event terms or refunds policy), which will be presented at the point of transaction or provided on request.

#### 6. Third-Party Links and Resources

The Website may contain links to third-party websites or resources. These links are provided for convenience only and do not constitute endorsement by CASA. CASA is not responsible for the content, availability, security, or privacy practices of third-party sites. You access them at your own risk.

## 7. Privacy and Cookies

Your use of the Website is subject to CASA's Privacy Policy and cookies practices. By using the Website, you acknowledge and agree to the Privacy Policy. The Privacy Policy explains how we collect, use, disclose, and safeguard personal information, and how you can exercise your POPIA and PAIA rights.

Privacy Policy: www.chiropractic.co.za (see Privacy)

## 8. Changes to the Website and to these Terms

CASA may update or modify the Website at any time without notice. CASA may also amend these Terms from time to time. Updates take effect when posted on the Website. Your continued use of the Website after changes are posted constitutes acceptance of the updated Terms.

#### 9. Disclaimers

The Website and its content are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, CASA disclaims all warranties, whether express, implied, statutory, or otherwise, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted or error-free operation. CASA does not warrant that the Website will be available, secure, or free from malware.

## 10. Limitation of Liability

To the maximum extent permitted by law, CASA will not be liable for any indirect, consequential, special, exemplary, or punitive damages, or for loss of profits, revenue, business, goodwill, or data, arising from or related to your use of the Website.

Without limiting the foregoing, CASA's total aggregate liability for all claims arising from or related to the Website shall not exceed the greater of R1,000 (one thousand rand) or the amount you paid (if any) to CASA for the service giving rise to the claim in the 12 months preceding the claim. Nothing in these Terms excludes or limits liability for gross negligence, wilful misconduct, or any liability that cannot be excluded under applicable law.

#### 11. Indemnity

You indemnify and hold harmless CASA (including its officers, employees, contractors and agents) from and against all losses, liabilities, damages, and reasonable attorneys' fees arising from your (a) breach of these Terms; (b) unlawful use of the Website; or (c) infringement of third-party rights through your use of the Website.

#### 12. Suspension and Termination

CASA may suspend or terminate your access to the Website (in whole or in part) immediately and without notice if you breach these Terms, if required by law, or where necessary to protect the security or integrity of the Website, users, or CASA.

### 13. Governing Law and Jurisdiction

These Terms are governed by the laws of the Republic of South Africa. You submit to the exclusive jurisdiction of the courts of South Africa for any dispute arising out of or relating to these Terms or the Website, without prejudice to CASA's right to seek urgent or injunctive relief in any competent court.

#### 14. General

- Severability: If any provision is unlawful or unenforceable, the remaining provisions remain in full force.
- No waiver: Failure to enforce any provision is not a waiver of that provision or any other provision.
- Entire agreement: These Terms constitute the entire agreement between you and CASA regarding Website use and supersede prior communications on the subject.
- Assignment: CASA may assign or transfer its rights and obligations under these Terms.
  You may not assign or transfer your rights or obligations without CASA's prior written consent.
- Notices: Legal notices to CASA must be delivered to the address below with a copy by email.

#### 15. Contact Details

Legal name: The Chiropractic Association of South Africa, NPC

Registration number: [insert NPC registration number]

Principal place of business: [insert physical address]

Email for legal notices: [insert dedicated email address]

Version: 1.0

Please replace bracketed placeholders with current CASA details before publishing.