



# General Terms and Conditions of Use of [www.ashronpreprimary.co.za](http://www.ashronpreprimary.co.za)

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## Definitions

In this User Agreement, the terms below have the following meanings:

1. "Competent Person" means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent or legal guardian.
2. "Personal Information" or "PI" means information relating to you or any other living person or existing legal entity, including but not limited to:
3. "Processing of Information" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.
4. "Site" means collectively our website
5. "We", "us", "our" and "Ashron Pre-primary" means the organization.
6. "Website" means the Internet websites with the address [www.ashronpreprimary.co.za](http://www.ashronpreprimary.co.za) or any website with a URL that is validly registered to Ashron Pre-primary
7. "You" and "your" means the user of the Site.
  - a. Any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person.
  - b. Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
  - c. Information relating to the education or the medical, financial, criminal or employment history of the person.
  - d. Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, belief, culture, language, birth, milestones and development of the person.
  - e. The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

## Conditions of Access

1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this User Agreement.
2. To avoid any confusion, you agree that these terms and conditions apply to your use of:
  - a. The website.
  - b. Any third party website or mobile application licensed to us.
3. Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges). Ashron Pre-primary cannot be held responsible for these charges.

## Your Acceptance and Consent

1. By using the Site, you expressly agree to the terms and conditions of this User Agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Site.
2. You agree that this User Agreement applies to any information accessed via the Site, and to all sections of the Site.

## Changes to this User Agreement

1. We may change the terms and conditions of this User Agreement at any time. We recommend that you familiarise yourself with this User Agreement regularly.
2. The most updated version of this User Agreement will apply each time that you access and use the Site.

## Electronic communication and records

1. When you visit the Site or send e-mails to us, you accept that we may communicate with you electronically. All records that you send to us may be stored electronically and with third possible parties, although the strictest levels of confidentiality bind these third parties. These electronic records shall be proof of the records, unless you can prove otherwise.
2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received by you upon being sent by Ashron Pre-primary.
3. Ashron Pre-primary takes all reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.
4. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

## Copyright

1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to Ashron Pre-primary unless we expressly state that it is not and is protected by South African and international law. In addition, the

compilation of all content on the Site is the exclusive property of Ashron Pre-primary and is protected by South African and international copyright laws.

2. Except if permitted under this or another agreement with Ashron Pre-primary, no portion of the Site may be copied or transmitted via any means available now or in the future.
3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.
4. You agree that if you breach the terms of this clause, Ashron Pre-primary will have the right to claim damages from you, which will include the right to claim special, incidental, consequential or indirect damages. Ashron Pre-primary will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
5. Nothing on the Site should be regarded as granting any licence or right to use any trademark without Ashron Pre-primary's prior written permission.
6. Ashron Pre-primary tries to ensure that well-sourced, highly regarded technology protects the information on the Site. However, we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

## **Disclaimer**

1. The Site and all information, content, tools and materials are provided by Ashron Pre-primary on an "as is" and "and available" basis, unless we inform you in writing.
2. Ashron Pre-primary does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.
3. Ashron Pre-primary does not guarantee that:
  - a. The Site.
  - b. The information, content, tools or materials included on the Site.
  - c. The Ashron Pre-primary servers, or
  - d. That any electronic communications sent by us are free from viruses or other harmful components.
4. Ashron Pre-primary will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.
5. We are fully committed to providing you with the best possible service. However, we are not responsible for:
  - a. Any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of Ashron Pre-primary
  - b. Any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.
6. Neither will we be responsible for any direct or indirect loss or damages that may arise from:
  - a. Any of the events described in this paragraph or the paragraphs above.
  - b. Your actions or omissions that result in a breach of this User Agreement.
  - c. Any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites.
  - d. A denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put Ashron Pre-primary in disrepute.
  - e. Your reliance on any of the information, content, tools or materials that you obtain from the Site.
7. It is very important that you acknowledge and understand that the information included on the Site should not be regarded as either advice or an intermediary service in terms of the School's Act or the Children's Act.

8. To the extent that information may be provided on the Site, it is based on in-depth research, best practice and on current recommendations and guidelines. These obviously change from time to time. The information provided should by no means replace the advice of a legal representative.

## **Indemnity**

1. While Ashron Pre-primary makes every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the Site or whether they are complete accurate or appropriate.
2. You agree to fully indemnify Ashron Pre-primary, its directors, employees, and trustees (where applicable) against any claim, loss or damages, which you may incur or suffer as a result of your use of the Site.
3. You agree to fully indemnify Ashron Pre-primary its directors and employees, the board of trustees of the scheme and the employees of the scheme, from any errors or inaccuracies or incomplete information made available by third parties on the Site and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
4. You agree that all information, including products and services or any terms or conditions relating to them, on the Site may change. Ashron Pre-primary will notify you of the important changes within a reasonable time.
5. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
6. You accept that some of the information, content, tools or materials on the Site come from external sources and you agree that Ashron Pre-primary is not responsible, and will not be held liable, for any information or content, received from these external sources.

## **Phishing and spoofing**

1. If you receive an unsolicited e-mail that appears to be from Ashron Pre-primary and that requests you to provide personal information (such as your credit card number, username, or password), or that asks you to verify or confirm your Ashron Pre-primary information by clicking on a link, it is most likely that the e-mail was sent by a "phisher" or "spoofers."
2. Ashron Pre-primary will never ask for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and that you do not click on the link. Responding to "phishing" places you and your personal information at risk. Ashron Pre-primary cannot be responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofers".

## **Linking to third party websites**

1. The Website may contain certain images and links to other third party websites with information, content or material produced by other parties. These linked third party websites are not under the control of Ashron Pre-primary and we are not responsible for the information, content or material on any linked website, including, any link contained in a linked website, or any changes or updates to a linked website.
2. Ashron Pre-primary is providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by Ashron Pre-primary of the linked website, their business or security practices, or any association with its operators.
3. From time to time Ashron Pre-primary may employ the services of third parties to assist with the hosting and management of certain services and aspects of the Site. We apply every effort to ensure that our

sub-contractors comply with our Privacy Statement and widely accepted security standards and they will be accountable for any non-compliance.

4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

## Applicable law

1. By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this User Agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from this User Agreement.

## General Provisions

1. The headings of the clauses in this User Agreement is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify this User Agreement.
2. If any provision of this User Agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of this User Agreement.
3. No failure or delay by Ashron Pre-primary to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of this User Agreement.

# Privacy Statement

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This privacy statement is complementary to, and should be read and understood with, the general terms and conditions of the use set out in the section above.

## The General Principles of our Privacy Statement

1. The purpose of this privacy statement is to set out how we collect, use, share and otherwise process your personal information when you use this Site, register or apply online for any Ashron Pre-primary products or services, or when you contact us electronically.
2. When you engage with us, you trust us with personal information about yourself and your dependents.
3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions. However, we require your acceptance to enable you to use this site and to provide you with services such as activating and servicing your policy and benefits, where applicable.
4. How we collect your Personal Information:
  - a. Whenever you use the Site, complete an application form, contact Ashron Pre-primary electronically, or use one of the products, services, facilities, tools or utilities offered by Ashron Pre-primary
  - b. We may have collected your information from other sources. If you share your personal information with any third parties, we will not be responsible for any loss suffered by you, your dependents, your beneficiaries, spouse or employees.
  - c. You understand that when you include your spouse and dependents on this site or on your application, we will process their personal information in line with the terms and conditions of this

site and/or for the activation of a policy or benefit and to pursue their legitimate interest. We will furthermore process their information for the purposes set out in this privacy statement.

- d. If you are giving consent for a person under 18 (a minor) you confirm that you are a Competent Person and that you have authority to give their consent for them.

## **Collect, Share and Use Personal Information**

1. You agree that we may process your personal information for all purposes that relate to the Site and the products, services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for Ashron Pre-primary to find out exactly what you need and want.
2. Where applicable and to the extent appropriate, you confirm that we may share your personal information within our own group of ECD centers for:
  - a. Administration
  - b. The provision of Ashron Pre-primary services, benefits and infrastructure to help you in your quest for quality early childhood development.
3. You also confirm that we may share and combine all your personal information for any one or more of the following purposes:
  - a. Market, statistical and academic research.
  - b. To effectively scaffold each child's learning and development according to their personal needs.
4. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to unauthorised third parties for their independent use, without your consent.
5. You agree that we may transfer your personal information outside South Africa:
  - a. If you give us an email address or postal address that is hosted outside South Africa.
  - b. If we obtain the relevant permission for prior processing.
  - c. We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection, as we are obliged to.
6. You agree that we may communicate with you electronically.
7. We may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

## **Protection of your Personal Information**

1. Ashron Pre-primary values the information that you choose to provide and will take appropriate, reasonable technical and organisational steps to protect your personal information from loss, misuse or unauthorised alteration.

## **Personal Information Held By Or Disclosed By You Or Ashron Pre-primary To A Third Party**

1. Because Ashron Pre-primary is not responsible for any representations or information or warranties or content on any third party website (including third party websites linked to this website, websites facilitated by us or websites that serve as social networks like Facebook or Twitter), Ashron Pre-primary does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties to see how they protect your privacy.

## **Cookies, E-Mail Tracking Pixels And Online Advertising**

1. Ashron Pre-primary uses cookies. We use the word "cookie" to refer to information that is sent from the Site to your hard drive, where it is saved. In this way, the next time you use the Site, Ashron Pre-primary will know who you are and that you have visited the Site before. We also collect information about how you use the website, your preferences and past browsing history.
2. Ashron Pre-primary engages third parties that help us deliver banner advertisements and other online communications. The third parties may collect and use information about Ashron Pre-primary customers to help us understand the offers, promotions, and types of advertising that are most appealing to our customers. The personal information they collect is aggregated and cannot be linked to a person.
3. Third party vendors, such as Google Marketing Platform, show Ashron Pre-primary center ads on sites on the Internet.
4. Third party vendors, such as Google Marketing Platform, use cookies to serve ads based on a user's prior visits to Ashron Pre-primary's website.
5. Users may opt out of Google Marketing Platform's use of cookies and e-mail tracking pixels by visiting the Google advertising opt-out page or by visiting the Network Advertising Initiative opt out page.

## **Changes to this Privacy Statement**

1. Ashron Pre-primary may amend this privacy statement at any time. We will give you notice of any material changes within a reasonable time, however, we recommend that you familiarise yourself with this privacy statement regularly.
2. The most updated version of this privacy statement will govern the respective rights and obligations between you and Ashron Pre-primary each time that you access and use the Site.
  - a. Which laws apply to this Privacy Statement
    - i. The laws and regulations of the Republic of South Africa govern this privacy statement, and you consent to the jurisdiction of the South African courts in respect of any dispute, which may arise out of or in connection with the formation, interpretation, substance, or application of this privacy statement.

## **Use Personal Information Contrary To The Privacy Statement**

1. If you believe that we have used your personal information contrary to this Privacy Statement, you must first attempt to resolve any concerns with us. If you are not satisfied after this process, you have the right to lodge a complaint with the Information Regulator, under the Protection of Personal Information Act.
2. The contact details are:

Postal Address:

The Information Regulator (South Africa)  
33 Hoofd Street  
Forum III, 3rd Floor Braampark  
P.O Box 31533  
Braamfontein, Johannesburg, 2017

Telephone Number: +27 (0) 10 023 5207

Fax Number: (011) 403-0668

Complaints email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

General enquiries email: [inforeg@justice.gov.za](mailto:inforeg@justice.gov.za)