### A. Terms and Conditions

- By accessing <u>www.pinkladies.org.za</u> or any of its affiliates you agree to be bound by the following terms and conditions of use:
- 1.1 The terms and conditions of use may be changed at any time by <a href="https://www.pinkladies.org.za">www.pinkladies.org.za</a> online, and your continued access to the website means that you agree to be bound by the most current version of the terms and conditions of use.
- 1.2 Portions of <a href="www.pinkladies.org.za">www.pinkladies.org.za</a> are open mediums where community members are free to post within reason. You are solely responsible for all information that you submit to <a href="www.pinkladies.org.za">www.pinkladies.org.za</a> and any consequences that may result from your post. We reserve the right to edit, refuse or delete postings that we believe are inappropriate.
- 1.3 <u>www.pinkladies.org.za</u> and all content of <u>www.pinkladies.org.za</u> is protected by copyright, trade marks, database and other intellectual property rights.
- 1.4 We do not permit the use of The Pink Ladies logo by third parties absent a written agreement. We do not permit the use of the Pink Ladies logo on any type of promotional materials, flyers or other websites, absent those created by ourselves or under our direction.
- 1.5 All information and materials appearing on <a href="www.pinkladies.org.za">www.pinkladies.org.za</a> are protected by copyright and are the property of <a href="www.pinkladies.org.za">www.pinkladies.org.za</a> or the party credited as the poster of the information.
- 1.6 You may not copy, reproduce, distribute, publish, create derivative works, store electronically, transmit or in any way exploit for commercial gains or otherwise, any content or posted information on www.pinkladies.org.za
- 1.7 If you make postings to <a href="www.pinkladies.org.za">www.pinkladies.org.za</a> providing false contact details or impersonating another party we reserve the right to pass your details and IP address on to the aggrieved third party, their agents or any law enforcement agency.

### B. Terms and Conditions

- The information contained on this community website is for information purposes.
   Whilst every care has been taken in its preparation, <u>www.pinkladies.org.za</u> does not
   make any warranties nor representations as to its accuracy or reliability. We neither
   accept nor assume any reliability in relation to the contents of these pages which
   should not be relied upon as accurate.
- 2. In no event do we accept liability of any description for the posting of any unlawful, threatening, abusive, defamatory, obscene or indecent information, or material of any kind which violates or infringes upon the rights of any other person, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law.
- In no event do we accept liability of any description including liability for negligence for any damages whatsoever resulting from loss of use, data or profits arising out of or in connection with the viewing, use or performance of this website or its contents. The pages contained in this website may contain technical inaccuracies and typographical errors. The information in these pages may be updated from time to time and may at times be out of date. We accept neither responsibility for keeping the information in these pages up to date nor liability for any failure to do so.
- 4. <a href="https://www.pinkladies.org.za">www.pinkladies.org.za</a> provides links and pointers to Internet sites maintained by third parties. Such linked sites are not under our control and we are not responsible for the contents (including the accuracy, legality or decency) of any linked site or any link contained in a linked site. We provide these links to you only as a convenience, and the inclusion of any link does not imply endorsement by <a href="https://www.pinkladies.org.za">www.pinkladies.org.za</a> of the linked site. We are not responsible for the copyright compliance of any linked site.

- 5. www.pinkladies.org.za does not warrant that the service will be uninterrupted or error free or that defects, errors or omissions in the service will be corrected. You also understand that we cannot and do not guarantee or warrant that files available for downloading through the site or delivered via electronic mail through the site will be free of infection or viruses, worms, trojan horses or other code that manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the site for the reconstruction of any lost data.
- 6. As a condition of your use of the site you agree that you will not:
- 6.1 post or transmit any unlawful, threatening, abusive, defamatory, obscene or indecent information or material of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any applicable law:
- 6.2 post or transmit any material of any kind which violates or infringes upon the rights of any other person, including material which is an invasion of any privacy or publicity rights or which is protected by copyright, trade mark or any other proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or relevant right holder;
- 6.3 post or transmit any material of any kind which contains a virus or other harmful component;
- download any file posted by any other user if you know, or reasonably ought to know, that the file cannot legally be distributed in such manner.

### C. Collection

- Some of the information posted on The Pink Ladies is obviously publicly available.
   Our server is currently located in South Africa.
- 2. We may collect and store the following personal information:
- 2.1 email address, computer sign-on data, physical contact information;
- 2.2 other information, including users IP address and standard web log information.

## D. Use

- 1. Users' personal information is used to:
- 1.1 provide our services;
- 1.2 resolve disputes and troubleshoot problems;
- 1.3 enforce our policies;
- 1.4 customize users' experience, measure interest in our services, and inform users about services and updates;
- 1.5 communicate marketing to you;
- 1.6 do other things for users as described when we collect the information.

# E. Disclosure

- 1. We do not sell or rent users' personal information to third parties for their marketing purposes. We may disclose personal information to respond to legal requirements, enforce our policies, respond to claims that a posting or other content violates other's rights, or protect anyone's rights, property, or safety.
- 2. We may also share personal information with:

- 2.1 corporate affiliates who help detect and prevent potentially illegal acts and provide joint services; and
- 2.2 service providers who help with our business operations.

# F. Using Information from The Pink Ladies

You may use personal information gathered from The Pink Ladies only to follow up with another user about a specific posting, not to send spam or collect personal information.

# G. Marketing

If you do not wish to receive communications from us, you can simply email us at any time

The Pink Ladies
Reg. No. 2007/018067/08
Registered Office:
4th Floor
Wale Street Chambers
38 Wale Street
Cape Town
www.pinkladies.org.za
admin@pinkladies.org.za