



## Terms and conditions

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- 6. No Warranties:** This site is provided "as is" and your use thereof is at your own risk. We, our officers, directors, employees, agents and assignees, disclaim, to the fullest extent permitted by law, all express and implied warranties, including, without limitation, any warranties of merchantability, fitness for a particular purpose, title and non-infringement. We do not warrant that the site will be free from viruses. Although we take reasonable steps to secure the site, you acknowledge that the Internet is not a completely secure medium and we make no warranties, express or implied, that any information or materials you post on or transmit through the site will be safe from unauthorised access or use. If you are dissatisfied with the site, your sole remedy is to discontinue using the site.
- 7. Third Party Goods and Services:** We do not vouch for those persons, companies and other organisations whose goods or services may be accessed or displayed through or on the site.
- 8. Links from and to the Site:** You acknowledge and agree that we have no responsibility for the information provided by websites to which you may link from this Site ("Linked Sites"). Links to Linked Sites do not constitute an endorsement by or association with us of such sites or the content, products, advertising or other materials presented on such sites. We have no control over these Linked Sites and do not edit or monitor them. You acknowledge and agree that we are not responsible or liable, directly or indirectly, for any damage, loss or cost caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on such Linked Sites.
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- 9. No Liability:** To the fullest extent permitted by law we, our officers, directors, employees, agents and assignees, hereby disclaim all liability for any loss, cost or damage (direct, indirect, consequential, or otherwise) suffered by you as a result of your use of the site or from any computer virus transmitted

through the site, or other sites accessed from this site, whether such loss, cost or damage arises from our negligence or otherwise and even if we are expressly informed of the possibility of such loss or damage.

**10. Materials Submitted by You:** This paragraph does not affect any rights you may have under data privacy laws that protect your personal information or similar privacy laws, to the extent that such rights cannot be excluded. Unless specifically requested, we do not solicit nor do we wish to receive any confidential, secret or proprietary information or other material from you through the Site, any of its services, by email, or in any other way. Any information or material submitted by you, and which has not been specifically requested by us, will be deemed not to be confidential, secret or proprietary. You agree that any information or materials (excluding financial information specifically requested for the purpose of a student application) submitted by you to this Site, whether ideas, creative concepts or other materials, may be used, reproduced and disclosed by us without restriction for whatever purpose we deem fit and without payment of any sum or acknowledgement of you as their source. You also warrant that any "moral rights" in posted materials have been irrevocably waived by the appropriate authors. We shall have no liability for any loss or damage suffered by you as a result of use or disclosure of such materials by us to the extent permitted by law.

- a. Personal financial information specifically requested for the purposes of a student application will be treated as confidential and these records will be destroyed once the application is completed.

**11. Indemnity:** You will indemnify us against any loss, damage or cost incurred by us arising out of your use of the Site, any of its services or any information accessible over or through the Site, including information obtained from Linked Sites, your submission or transmission of information or material on or through the Site or your violation of these Terms and Conditions or any other laws, regulations and rules. You will also indemnify us against any claims that information or material which you have submitted to us is in violation of any law or in breach of any third party rights (including, but not limited to, claims in respect of defamation, invasion of privacy, breach of confidence, infringement of copyright or infringement of any other intellectual property right). We reserve the right to exclusively defend and control any claims arising from the above and any such indemnification matters and that you will fully cooperate with us in any such defenses.

**12. Restriction, Suspension and Termination:** We may restrict, suspend or terminate your access to the Site and/or your ability to avail of any of the services on the Site, including interactive services, if we believe that you have breached these Terms and Conditions at any time. Any such restriction, suspension or termination will be without prejudice to any rights which we may have against you in respect of your breach of these Terms and Conditions.

We may also remove the Site as a whole or any sections or features of the Site at any time. Please note that we have the ability and reserve the right to trace your IP address and if necessary contact your ISP in the event of a suspected breach of these Terms and Conditions.

### **13. Student applications:**

- a. Please note, submitting an application via our website does not guarantee your child a place at Waterfall Schools and all applications will be assessed according to the same set of requirements, including the date of application.
- b. By submitting an application, you acknowledge that your consent is given for the School to carry out a formal credit check on those responsible for the payment of school fees, including contacting previous schools with whom you have had a contract, to request information concerning payment of the school fee account.

**14. Privacy Policy:** Waterfall Schools is committed to ensuring that your privacy is protected. This policy explains how we use the information we collect about you and the procedures that we have in place to safeguard your privacy. This privacy policy covers your use of this website.

- a. **The Information We Collect and How We Use It:** When you contact Waterfall Schools or register to receive news/information from us, we need to know your name, e-mail address and telephone number. We may also ask you to give us other optional information, such as the age of your child, to help us share information that is relevant to you. We do not pass on your personal data to third party companies. We monitor customer traffic on an aggregate basis in order to help us develop and improve our website for the benefit of our customers. In order to enhance your use of the website, you will be given a session ID which will only last for the duration of that visit to the site. Each time you visit the site you will have a different session ID. By submitting your information you consent to the use of that information as set out in this Policy. If we change our Privacy Policy we will post the changes on this page so that you may be aware of them. Because the Internet infrastructure is global, and it is not possible to predict the routes that information sent over the Internet will take, the information you provide may be transferred temporarily via a route, which takes it outside the African Economic Area as it passes between you and us. By submitting your information you consent to this transfer.
  1. Information submitted as part of an application for a student placement is subject to these same terms and will be treated as confidential.
- b. **Opt In / Opt Out:** If at any time you wish to stop receiving some or all of the information that we currently send, you may amend or remove your preferences by selecting the 'opt out' option on any mail that we send you and you will automatically be removed from the database. If you have any queries about how to use the mailing preference system, please email [hello-at-waterfallschools.co.za](mailto:hello-at-waterfallschools.co.za).
- c. **Cookies:** Our site uses cookies to keep track of your visits to our website. A cookie is a small file that can be stored by your browser on

your computer's hard drive. We may use these to do a number of things, including delivering content specific to your interest and to save your password so that you don't have to re-enter it every time you visit our site. Cookies help us to recognise when you next visit our website and note the advertisements displayed to you. This allows us to tailor the service we provide to your preferences. You can usually change your browser so that it will not accept cookies.

- d. **Security of Information:** We follow strict security procedures in the storage and disclosure of information which you have given us. This is to prevent unauthorised access or unlawful processing of your personal information. We keep your information confidential and store it on a secure server which is password protected and hidden behind a firewall from the outside world. We use secure socket layer software (SSL) to encrypt all of your personal information. Waterfall Schools internal procedures cover the storage, access and disclosure of your information. Non-disclosure to third parties: unless we have your express consent, we will only disclose your personal data to third parties if this is required for the purpose of completing your transaction with us. This is subject to the proviso that we may disclose or transfer your data to a partner company where you have supplied information via a site, which is co-branded with that partner company or to members of our own group. If personally identifying data about you may be shared with a partner company, we will tell you before we collect or transfer the data so that you may opt out of this transfer if you wish. We use your information only as set out in this Policy and will not sell, rent or pass your information on to others for marketing purposes without your express consent. Waterfall Schools may however provide aggregate statistics about our customers, web traffic patterns and related site information to reputable third-party vendors and relevant affiliate partners, but these statistics will include no personally identifying information.
- e. **Your Consent:** By submitting your information and using our website, you consent to the collection, storage and processing of your personal information by us in the manner set out in this Policy. If we change our Privacy Policy we will post the changes on this website so that you are always aware of what information we collect, how we use and under what circumstances we disclose it.
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- g. **Hyperlinks:** Our website may contain hyperlinks. These hyperlinks connect you to sites of other organisations, which are not our responsibility. We have used our reasonable endeavors in preparing our own website and the information included in it is done so in good faith. However, we have no control over any of the information you can access via other websites. Therefore, no mention of any organisation, company or individual to which our website is linked shall imply any approval or warranty as to the standing and capability of any such organizations, company or individual on the part of Waterfall Schools.

**15. Entire Agreement:** These Terms and Conditions, including our Privacy Statement, constitutes the entire agreement between you and us in relation to its subject matter and supersedes any and all prior promises, representations, agreements, statements and understandings whatsoever between us. To the extent that software is available through the Site, such software may be subject to a license agreement that is distributed or included with such software and you agree to abide by the terms and conditions of any such license agreements. The failure by us to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be unenforceable or invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions shall remain in full force and effect.

**16. Law and Jurisdiction:** These Terms and Conditions, including the Privacy Statement and any matter relating to this Site, shall be governed by South African law. To the extent that software is accessible through this site, such software may be subject to export, re-export and/or import controls imposed by any other jurisdiction and may not be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) any country to which the South Africa has placed an embargo. If you download or use the software, you represent and warrant that you are not located in, or under the control of, or a national or one any such country or on any such list.