



**headstart
kids**

nutrition | movement | enrichment

TERMS AND CONDITIONS

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Uploading content to the site

9. If you upload any content to our site or use the site to make contact with other users, you must comply with these terms and conditions and, in particular, the content standards below. You warrant that any such contribution complies with these terms and conditions, and you indemnify us for any breach of that warranty (meaning that you must reimburse us for any costs we incur as a result of your breaching those standards).

10. Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary information.

11. We will not be responsible, or liable to any third party, for the content or accuracy of any materials posted by you or any other user of our site.

12. We have the right to remove any material or posting you make on our site if, in our opinion, such material does not comply with these terms and conditions.

13. If you feel uncomfortable or concerned about any communication, please report this to us at info@headstartkids.co.za to let us know and we will take appropriate action.

Content standards

14. These content standards apply to any and all material which you communicate through or to our site (communications), and to any interactive services associated with it.

15. Communications must:

- be accurate (where they state facts);
- be genuinely held (where they state opinions); and
- comply with applicable law in the UK.

16. Communications must not:

- contain any material which is defamatory of any person;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trade mark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity;
- be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity (other than as your registered user name) or affiliation with any person;
- give the impression that they emanate from us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

Accessing the site

17. Access to the site is permitted on a temporary basis and we reserve the right to withdraw, suspend, discontinue, or change all or any part of the site without

notice. We will not be liable if for any reason our site is unavailable at any time for any period.

18. You are responsible for making all arrangements necessary for you to have access to our site. You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms and conditions, and that they comply with them.

19. You may use the site only for lawful purposes. You may not use the site:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way; or
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam).

20. You also agree:

- Not to access without authority, interfere with, damage or disrupt:
- any part of our site;
- any equipment or network on which our site is stored;
- any software used in the provision of our site; or
- any equipment or network or software owned or used by any third party.

No reliance on information and limitation of liability

21. Commentary and other materials posted on our site are not intended to amount to advice on which reliance should be placed; they are there for guidance purposes only.

22. HeadStart Kids makes no representations, warranties or guarantees, whether express or implied, that the content on the site is accurate, complete or up-to-date.

23. HeadStart Kids will not be liable for any loss or damage including, without limitation, loss of profit, indirect, incidental or consequential loss, or any damages whatsoever arising from the use of, or in connection with such use or loss of use of, the site, whether in contract or tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable.

24. We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the site or to your downloading of any content on it, or on any website linked to it.

25. This does not affect our liability for death or personal injury arising from our negligence, nor our liability for fraudulent misrepresentation, nor any other liability which cannot be excluded or limited under applicable law.

Viruses

26. You are responsible for configuring your information technology, computer programmes and platform in order to access the site. You should use your own virus protection software.

27. You must not misuse the site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to the site, the server on which the site is stored or any server, computer or database connected to the site.

Linking to our site

28. You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Applicable law

29. If there is any conflict between these terms and conditions and rules and/or specific terms of use appearing on the site relating to specific material then the latter shall prevail.

30. These terms and conditions shall be governed and construed in accordance with the laws of South Africa. Any disputes shall be subject to the exclusive jurisdiction of the Courts of South Africa.

Contact

31. If you have any comments or queries concerning our website, please email us at info@headstartkids or write to us at 41 The Woodlands, 25 Campbell Road, Craigavon, Gauteng, 2191