



TERMS AND CONDITIONS

Last updated: May 26, 2021

Thank you for making use of our Services. Please take a few moments to read these terms and conditions which relate to your use of the information on this site. We revise this page from time to time, so please review these terms periodically.

When you use our Services, you agree to all these terms. Your use of our Services is also subject to our Cookie Policy and our Privacy Policy, which covers how we collect, use, share, and store your personal information. COSOSA provides access to its website (cososa.org.za) and its online search service subject to the following conditions.

Please read these conditions carefully before using the COSOSA website. By using the COSOSA website, you signify your agreement to be bound by these conditions.

1. Contract

This Contract applies to Users, Visitors and Members.

As a Visitor, User, or Member of our Services, the collection, use and sharing of your personal data is subject to this Privacy Policy (which includes our Cookie Policy and other documents referenced in this Privacy Policy) and updates.

We may modify this Contract, our Privacy Policy, and our Cookies Policy from time to time. If we make material changes to it, we will provide you notice through our Services, or by other means.

When you become a Visitor, User or Member of COSOSA or if you have chosen not to register for our Services, you may access certain features as a "Visitor" or "User".

You agree that by clicking "Become a member", or similar, registering, accessing or using our services, you are agreeing to enter into a legally binding contract with COSOSA (even if you are using our Services on behalf of a company). If you do not agree to this contract ("Contract" or "User Agreement"), do not click "Become a member" (or similar) and do not access or otherwise use any of our Services. If you wish to terminate this, at any time you can do so by stopping your membership and no longer accessing or using our Services.

2. Membership & Membership Fees

Members are account holders. You agree to: (1) use a strong password and keep it confidential when applicable; (2) not transfer any part of your account (e.g., members only information). You are responsible for anything that happens through your account unless you stop membership or report misuse. You'll honour your payment obligations, and you agree with us storing your payment information. We may change or discontinue any of our Services.

We may also increase our annual membership fee to the extent allowed under the law.

We keep some of your data even after you stop your membership.

If you choose to terminate your membership with COSOSA personal data will generally stop being visible to others on our Services within 24 hours. We generally delete membership information within 30 days of membership termination, except as noted below.

We retain your personal data even after you have stopped being a User, Visitor, or membership, if reasonably necessary to comply with our legal obligations (including law enforcement requests), meet regulatory requirements, resolve disputes, maintain security, prevent fraud and abuse.



Information you have shared with others (e.g., through e-Mail, updates, or group posts) will remain visible after you terminated your membership or deleted the information from your own profile or mailbox, and we do not control data that other Members have copied out of our Services. Groups content and ratings or review content associated with membership termination will show an unknown user as the source. Your profile may continue to be displayed in the services of others (e.g., search engine results) until they refresh their cache.

3. Notices and Messages

You're in agreement with us providing notices and messages to you through our Services e.g., websites, e-news, emails, social media, WhatsApp, and contact information. If your contact information is out of date, you may miss out on important notices.

If you would like to opt out of receiving future mailings from COSOSA you can Click on the [UNSUBSCRIBE](#) link.

4. Copyright

The contents of the Services e.g. website, including its design, and any information, text, data, graphics, charts, diagrams, or photographs, contained within the articles displayed or in any other material ("Material") unless otherwise acknowledged, are the property of the Cardio Oncology Society of Southern Africa ("COSOSA"), and protected by copyright, database, and other intellectual property rights. All trade names, trademarks (if any), logos, devices and other graphics contained on the services e.g., website belongs to COSOSA (or its advertisers, or other third parties as appropriate).

Your use of the Material appearing on this Services e.g., website is limited to your own personal, non-commercial, educational use and reference. In using this Services e.g., website, you agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer the Material, or any software or programs used in connection with the Material.

5. General Use of Services

The Material is intended to provide helpful, constructive, general information and guidance only in relation to the field of cardio oncology medicine and should not be relied upon for any other purpose. COSOSA is not in any way responsible for your use, misuse or otherwise of the Material.

6. Privacy and your personal information

COSOSA data protection practices are stated in our privacy policy. This policy explains how COSOSA treats your personal information, and protects your privacy, when you use this website.

You agree to the use of your data in accordance with COSOSA [privacy policies](#).

7. Liability

Services e.g., website and Material are provided on an 'as is' basis; all express, implied, and statutory warranties, terms and conditions are excluded, to the fullest extent permitted by law. Please note the following: -

(a) Although COSOSA uses all reasonable endeavours to edit and review Material prior to publication, COSOSA makes no warranties in relation to the accuracy or reliability of any Material published on this website. The Material may contain inaccuracies or typographical errors.

(b) COSOSA does not host all pages appearing on Services e.g., website and for this reason and due to the nature of the World Wide Web generally, is not able to warrant that this Service will be available 24 hours a day, nor that it will be free of virus or other harmful code or properties. COSOSA requires its web host to adhere to all data protection laws and principles but makes no warranty as to the security or safety of personal information which you might provide via these pages or Services.

(c) Where there are links to other services e.g., websites, or advertising appears on these services e.g., website, COSOSA does not endorse products or services promoted by such third parties; information relating to third parties, their goods and services is provided to you as a visitor to this service for your



general information and assistance only. You visit third party services e.g., websites and enter contracts with such third parties at your own risk.

COSOSA excludes all direct or indirect liability (whether arising in contract, tort (including negligence and breach of statutory duty) and misrepresentation or otherwise) and including damages, costs, claims or liabilities for loss of profit, loss or depletion of goodwill, loss of opportunity, loss of or damage to data or hardware, interruption to business howsoever arising from your use of this service e.g. to the fullest extent permitted by law provided always that COSOSA does not seek to exclude or limit its liability for any death or personal injury caused by COSOSA's negligence or in any other way which would be prohibited at law.

8. Indemnity

The user hereby indemnifies and holds COSOSA harmless against all losses, injury, damage, fine, penalty or claim of whatsoever nature and howsoever arising from or in connection with the data, or its use or possession thereof whether such claims are caused by any act or omission on the part of the user or anyone else.

9. Waiver

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

10. Amendments

These terms of use may be varied from time to time. Please ensure that you review these terms and conditions regularly as you will be deemed to have accepted a variation if you continue to use the website after the variation has been posted.

11. Governing law and jurisdiction

These terms and your use of this Services and the Material is governed by and shall be construed in accordance with the laws of South Africa, and you agree that any matter or dispute arising concerning these terms or any other matter related to the website or Material, shall be submitted to the exclusive jurisdiction of the South African courts.

If any provision of these terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provision of these terms, which shall remain in full force and effect.

12. General

The website is operated by the Cardio Oncology Society of Southern Africa, registered as a non-profit company. If you have any queries or concerns about this website generally, or would like to know more about COSOSA, please contact us via E-mail: info@cososa.org