

Website Terms and Conditions of Use Relating to 1000drawings.org.za

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the 1000 DRAWINGS (“Provider”) website located at the domain name 1000drawings.org.za (“the Website”) and associated domains. By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute content obtained on the website for marketing and other purposes without the consent of the Provider, partner, or member to whom the content is copyright.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any, and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-Commerce and Privacy

The Website 1000drawings.org.za may sell 3rd services online and may provide access at its discretion to any data stored on its systems in the interest of the party providing the personal information. The use of any product or service acquired from this Website is at the purchaser’s risk. The purchaser/ user indemnifies and holds the Provider harmless against any loss, injury or damages which may be sustained as a result of using the products sold on the Website. The confidential information required for executing our business processes is stored on a secure platform, potentially but not limited to, the User’s personal information, contact, event, marketing, educational and work details, and history. Delivery address and telephone numbers will be kept in the strictest confidence by the Provider and not sold or made known to anonymous third parties without initial consent acquired on sign-up. Only the necessary information, that is the delivery address and contact phone number will be made known to third parties delivering any products where courier services may be required or in order to promote the user in the realm of professional resources. Credit card details are not obtained or kept by the Provider under any circumstances. All financial transactions are done on PayFast www.payfast.co.za or by the user. The Provider cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider will supply all goods to the delivery company in good order. The Provider will not be held liable for the condition of goods arriving at the User’s chosen delivery address; physically or digitally.

Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User's obligation to periodically check these Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information on the Website. Content currently or anticipated to be displayed at this Website address is provided by Provider, its affiliates and/or subsidiary, or any other third-party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content").

All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third-party owner of such rights ("the Owners") and is protected by South African and international copyright laws.

The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

We respect the privacy of your information, documents and correspondence and will always use discretion in our remote dealings and not share your content and information. We may be required in certain instances to backup and therefore copy some of your information. Such instances will always be explained but are hereby expressed and therefore noted and accepted. Please note that in an instance where criminal activities are found to be conducted on the remote device, law requires us to report such content or activities to the appropriate authorities to conduct the necessary legal proceedings.

Cookies

A Cookie file is small piece of data sent as a file from a website and stored in a user's web browser while a user is browsing a website. When the user browses the same website in the future, the data stored in the cookie can be retrieved by the website to notify the website of the user's previous activity. Cookies were designed to be a reliable mechanism for websites to remember the state of the website or activity the user had taken in the past. This can include clicking particular buttons, logging in, or a record of which pages were visited by the user even months or years ago. More information on that topic can be found on Wikipedia.

Purposes of storage and gaining access to cookies:

Website personalisation (for example: saving font size, sight challenged version of website or template version)

Saving data or user's decisions (for example: no need to enter login and password on every website, remembering login during the next visit, keeping information on products added to cart)

Social websites integration (for example: displaying your friends, fans or post publishing on Facebook or Google+ directly from the website), adjusting adverts that are display on the website, creating website's statistics and flow statistics between different websites.

Due to vast number of technological solutions, it is not possible to publish clear guidelines how to set the conditions of storage and gaining access to cookies using settings of all available devices and software installed on them. However, in most cases, select "Tools" or "Settings" and there find the section that corresponds to the configuration settings for cookies or for the management of privacy. Detailed information is usually provided by the manufacturer of the device or browser in a manual or on their website.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy, or completeness of the Content. Any use of the Website is entirely at the own risk of the user. Neither Provider nor any holding company, affiliate, or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential, or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, or any utilization of the products or services listed or provided thereon, even if Provider is expressly advised thereof. The Provider does not provide any professional or legal advice to any user of the Website, and any use of the Website cannot in any manner be construed or regarded as providing such advice.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, and security management. Provider uses this information to determine use of the Website, to improve Content thereon, and safety thereof. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation as public commons provided freely by visitor.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User regarding the use of the Content and this Website.

Customer Privacy policy

1000 DRAWINGS takes all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the privacy policy available on the website along with these terms and conditions of usage.

Customer details separate from card details

User information is stored by 1000 DRAWINGS separately from any credit card details which are entered by the client on the payment processors secure site, currently PayFast www.payfast.co.za

Merchant Outlet country, transaction currency and VAT

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR) with applicable VAT at 15% as of 2021.

Variation

1000 DRAWINGS may, in its sole discretion, change this agreement or any part thereof at any time without expressed notice. Any updates will be posted publicly on www.1000drawings.org.za

Country of domicile

This website is governed by the laws of South Africa and 1000 DRAWINGS chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature via request to the email address.

Company and administrative information

1000 DRAWINGS is a registered Non-Profit Company based in South Africa with registration number 2016/193925/08 and Directors as stipulated with the Companies and Intellectual Property Commission and changed from time-to-time and stated on the associated privacy policy provided on all public pages on the 1000 DRAWINGS website www.1000drawings.org.za and may be requested via info@1000drawings.org.za.

1000 DRAWINGS contact details:

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