

MARINA GENIS

WEBSITE TERMS AND CONDITIONS, DISCLAIMERS & PRIVACY POLICY

By making use of this Website, you agree to and consent to the terms of use, disclaimer and privacy policy set out hereunder. If you do not agree with any of terms of use, disclaimer, or privacy statements, you must cease your access of this Website immediately.

1. Definitions and Interpretation

- 1.1. **“Contact Detail”** means admin@marinagenis.com (the e-mail address where I can be contacted for any purpose pertaining to this Website);
- 1.2. **“I” and “my”** means the Practice and I;
- 1.3. **“Personal Information”** means Personal Information relating to an identifiable person (natural or legal) as defined in the Protection of Personal Information Act, 4 of 2013;
- 1.4. **“Practice”** means the professional psychology practice that I conduct in my name, Marina Genis, as well as the forensic services rendered by Clinical and Forensic Psychological Services (Pty) Ltd;
- 1.5. **“Processing”** means the creation, generation, communication, storage, destruction of Personal Information as defined in the Protection of Personal Information Act, 4 of 2013;
- 1.6. **“Website”** means the Website of the Practice at URL <https://www.maringenis.com> or such other URL as the Practice may choose from time to time; and
- 1.7. **“You” or the “user”** means any person who accesses and browses this Website for any purpose.

2. Terms of use and disclaimers

2.1. General

- 2.1.1. This Website's primary purpose is to present relevant information about the Practice to patients and the public. The materials published on this Website are aimed exclusively at this purpose and do not constitute advice;
- 2.1.2. You recognise that the terms of the arrangement with your Internet Provider will apply when using the Website. As such, you may incur additional costs from your Internet Provider for network access connection services incurred while accessing this Website or any such third-party connections or services. Accordingly, you accept liability for any such costs.
- 2.1.3. If you do not own the device used to access this Website, you are be presumed to have received explicit permission from the owner to access and use this Website.

2.2. Intellectual Property

- 2.2.1. Elements of this Website may be replicated and distributed on a limited basis for non-commercial and personal purposes only. Any replication or redistribution for commercial purposes or profit of any kind needs prior written permission from the Practice.
- 2.2.2. By using this Website, you agree that you will not, nor will you allow third parties on your account, to make and share copies of this Website, attempt to duplicate, reproduce, change, modify, reverse engineer, disassemble, decompile, transfer, exchange or translate the website, or create secondary works of this Website of any kind whatsoever.
- 2.2.3. All trademarks, database, copyright, and other intellectual property rights of any nature on this Website, as well as the underlying code, and content made available on this Website (e.g., graphics, text, logos, images, etc.), are owned directly by the Practice or by the Practice's licensors, unless expressly stated.
- 2.2.4. You do not acquire any copyright, trademark, database or other intellectual property rights of any nature or licence by utilising this Website.
- 2.2.5. You are not granted any right or license to use any intellectual property unless you acquire the Practice's prior written permission.

2.3. Breach

2.3.1. Should you breach the Website Terms and Conditions, the Practice reserves the right to claim damages from you, which includes general, special, incidental, consequential or indirect damages.

2.3.2. The Practice shall also retain the right to claim loss of business and profits and recover any legal costs on a scale as between attorney and own client from you.

2.4. Disclaimers

2.4.1. Please note that, due to legal and other developments, I may amend these terms and conditions from time to time. It is your duty to remain apprised of the current version of my terms of use, disclaimer, and privacy policy.

2.4.2. Whilst every effort is made to update the information regularly and to offer the most current, correct, and accurate information, I accept no liability or responsibility whatsoever if any information is, for whatever reason, incorrect, inaccurate, or dated.

2.4.3. I accept no responsibility for any loss or damage, whether direct, indirect, or consequential, which may arise from access to or reliance on the information contained in these pages.

2.4.4. I have taken reasonable measures to ensure the integrity of this Website and its contents, however no warranty is given that any files, downloads, or applications available via this Website are free of viruses which have the ability to corrupt your system.

2.4.5. I reserve the right to make changes to these terms of use, disclaimer or privacy policy and any information contained on this Website at any time.

3. Privacy Policy

I respect your privacy. As such, my privacy policy statement hereunder sets out the way I gather information and disseminate it in respect of the Website. It also governs the processing of Personal Information provided to me through your interaction with this Website.

3.1. Processing of Personal Information

3.1.1. By providing your Personal Information to the Practice, you acknowledge that it has been collected directly from you and consent to its Processing by me.

- 3.1.2. **If you are providing Personal Information regarding a minor, you specifically consent to me retaining and Processing such Personal Information and warrant that you are entitled to provide such Personal Information.**
- 3.1.3. Where you submit Personal Information (such as name, address, telephone number and email address) *via* the Website (e.g., through completing any online form) the following principles are observed in the Processing of that information:
- 3.1.3.1. I shall only collect Personal Information for a purpose consistent with the purpose for which it is required. The specific purpose for which information is collected will be apparent from the context in which it is requested;
- 3.1.3.2. I shall only Process Personal Information in a manner that is adequate, relevant, and not excessive in the context of the purpose for which it is Processed;
- 3.1.3.3. Personal Information will only be Processed for a purpose compatible with that for which it was collected, unless you have agreed to an alternative purpose in writing, or I am otherwise permitted in terms of national legislation of general application dealing primarily with the protection of Personal Information;
- 3.1.3.4. I shall keep records of all Personal Information collected for a period of 1 (one) year or as might be otherwise stipulated by legislation;
- 3.1.3.5. I shall not disclose any Personal Information relating to you, to any third party unless your prior written agreement is obtained, or if I am required to do so by law;
- 3.1.3.6. If Personal Information is released with your consent, I shall retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of 1 (one) year from the date on which it was last used; and
- 3.1.3.7. I shall destroy or delete any Personal Information that is no longer needed by me for the purpose it was initially collected, or subsequently Processed. In addition, upon request (through the Contact Detail), I shall destroy or alter any Personal Information that I gathered from you.

3.1.4. I may, in accordance with the Electronic Communications and Transactions Act, 25 of 2002 use Personal Information collected to compile profiles for statistical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user.

3.2. Collection of anonymous data

3.2.1. I may use standard technology to collect Information about the use of this Website. This technology is not able to identify individual users but simply allows me to collect statistics.

3.2.2. I may utilise temporary or session cookies to keep track of users' browsing habits. A cookie is a small file that is placed on your hard drive, to keep a record of your interaction with this Website and facilitate user convenience.

3.2.3. Cookies by themselves will not be used to identify users personally but may be used to compile identified statistics relating to use of services offered or to provide me with feedback on the performance of this Website.

3.2.4. The following classes of information may be collected in respect of users who have enabled cookies:

3.2.4.1. the browser software used;

3.2.4.2. IP address;

3.2.4.3. date and time of activities while visiting the Website;

3.2.4.4. URLs of internal pages visited; and

3.2.4.5. referrers.

3.2.5. If you do not wish cookies to be employed to customize your interaction with this Website, it is possible to alter the way your browser handles cookies on your computer. Please note that, if this is done, certain services on this Website may not be available.

3.3. Security

I take reasonable measures to ensure the security and integrity of information submitted to or collected by this Website but cannot under any circumstances be held liable for any loss or other damage sustained by you because of unlawful access to or dissemination of any Personal Information by a third party.

3.4. Links to other websites

I have no control over and accepts no responsibility for the privacy of any third-party websites to which hyperlinks may have been provided on the Website and I strongly recommend that you review the privacy policy of any website you visit before using it further.

3.5. Queries

If you have any queries about this privacy policy, please contact me by email at the Contact Detail.

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