

## KAITLIN YENDALL COUNSELLING PSYCHOLOGIST - WEBSITE TERMS, CONDITIONS AND PRIVACY POLICY

### 1. General

By accessing this website, you agree to do so strictly in accordance with the terms and conditions of use set out hereunder. If you do not wish to be bound by these terms and conditions, you must forthwith cease access to this website and you are not allowed display, use, download and/or otherwise copy or distribute content obtained on this website.

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Should you wish to use content from this site for commercial purposes, you may only do so with the prior written permission obtained from myself at [info@kaitlinyendall.com](mailto:info@kaitlinyendall.com) (**the Website Contact Address**”).

### 3. Intellectual property rights

All content, data, and trademarks, including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, or ideas described in this website may be the subject of other rights, including other intellectual property rights, which are the property of, or licensed to me, or another legal entity. As such, these rights are protected from infringement by South African legislation and international treaties and conventions. Subject to the rights afforded to you, the user, herein, all other rights to all intellectual property on this website are expressly reserved. By accessing data on this website, you are not licensed or authorised to re-produce or publish it in any form.

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The information on this website is intended to provide general information on a particular subject or subjects and is not an exhaustive treatment of such subject(s).

It is your sole responsibility to satisfy yourself prior to continuing to access this website, that this website will meet your individual requirements and be compatible with your hardware and/or software. Information, ideas, and opinions expressed on this site should not be regarded as professional advice or the official opinion of myself, or any legal entity in respect of which information, ideas and opinions are expressed on this website. You are encouraged to take professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

I make no representations or warranties, implied or otherwise, that, among others, the content and technology available from this site are free from errors or omissions, that the service will be 100% uninterrupted and error-free or will meet any specific criteria of performance or quality. This site is provided 'as is'. I expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. I make no express or implied representations or warranties regarding the content of this website, nor that this website has been compiled or supplied to meet the user's individual requirements. Users are encouraged to report any possible errors, malfunctions, or offensive material to me through the Website Contact Address.

The use of the content of this website is at the user's own risk. You assume full responsibility and risk of loss that may result from the use of the content of this site. Neither I nor any of the legal entities in respect of which information are contained on this site, will be liable for any damages, in any form whatsoever, relating to the use of this website or information contained herein. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002), I shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website.

Certain links on this website may lead to resources maintained by third parties over whom I have no control. I make no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.

The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions, 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to myself *via* this website. Any communication or data message that a user sends to me will be regarded having been received by me when receipt is acknowledged in writing. If you do not receive a response within a reasonable period, you should follow it up with me through the Website Contact Address. I shall not be liable for any failure to respond.

If you require any information from me regarding my services or the content of this website, please direct your enquiry to myself through the Website Contact Address.

## 5. Severability & Scope of relationship

These terms and conditions of use constitute the entire relationship between me and the user of this website. My failure to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision. If any term or condition of the use of this website is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable.

## 6. Updating of these terms and conditions

I reserve the right to change, modify, add to, or remove from portions or the whole of these terms and conditions of use from time to time. Changes to these terms and conditions of use will take effect upon such changes being posted to this website. It is Your responsibility to periodically check these terms and conditions of use at this website for changes or updates. Your continued use of this website following the posting of changes or updates will be considered notice of your acceptance to abide by and be bound by these terms and conditions of use, including such changes or updates.

## 7. Privacy and the Protection of Personal Information

### 7.1. General

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

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 this privacy policy;

By continuing to browse or use this website after a revised privacy policy becomes effective, you agree to observe this privacy policy as may be revised.

## 7.2. Processing of Personal Information

**By providing your personal information to my practice you acknowledge that it has been collected directly from you and consent to its processing by me.**

**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;**

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:

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;

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;

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;

I shall keep records of all personal information collected for a period of 1 (one) year or as might be otherwise stipulated by legislation;

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;

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

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, I shall destroy or alter any personal information that I gathered from you.

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.

## 7.3. Collection of anonymous data

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.

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.

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.

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

- the browser software used;
- IP address;
- date and time of activities while visiting this website;
- URLs of internal pages visited; and
- referrers.

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.

#### 7.4. 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.

#### 8. Queries

If you have any queries about this privacy policy, please contact me through the Website Contact Address.

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