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- (b) You must not reproduce, duplicate, copy, sell, resell, visit, or otherwise exploit our website or material on our website for a commercial purpose, without our express written consent;

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## **APPLICATION FORM SUBMISSIONS/SITE COMMUNICATIONS**

You must not use our website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website.

You must not use our website in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use our website for any purposes related to marketing without our express written consent.

You must not use our website to copy, publish or send mass mailings or spam.

You must not use our website to copy, publish or send material which is illegal or unlawful, or material which could give rise to legal action under South African, International and other applicable law. All material you copy, publish or send via our website must not be defamatory, obscene, indecent, hateful, discriminatory or inflammatory; such material must not infringe any person's intellectual property rights or rights of confidence, impinge upon any person's privacy, or constitute incitement to commit a crime; further, material must not be misleading, deceptive, pornographic, threatening, abusive, harassing or menacing.

We reserve the right to edit or remove any material posted upon our website.

We may take such action as we deem appropriate to deal with the posting of unsuitable material, including suspending or canceling your account, restricting your access to our website, or commencing legal proceedings against you.

In respect of all material that you post on our website, you grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute such material in any media, together with the right to sub-licence such rights.

## **LINKING**

Any sites that are linked from this website are not under our control, and Dallas College Cape Town (NPC) does not assume any responsibility or liability for any communications or materials available at those linked sites. All links are provided for your convenience only; they do not represent an endorsement or referral by Dallas College Cape Town (NPC) and you access linked sites at your own risk.

If you wish to provide a link to our website from your website, you may only link to our home page at [www.dallascollege.co.za](http://www.dallascollege.co.za). You may not use any of Dallas College Cape Town (NPC)'s icons/logos on your website without the express written consent of Dallas College Cape Town (NPC), and you may not use the link to suggest that Dallas College Cape Town (NPC) sponsors, endorses, approves of or is affiliated with your website.

## **JURISDICTION**

The laws in force in the province of Western Cape, South Africa, will govern these disclaimers, terms, conditions and any claims you make against Dallas College Cape Town (NPC). You agree that any action at law or in equity arising out of or relating to these disclaimers, terms and conditions will be filed only in the courts located in province of Western Cape, South Africa, and you hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating such action, notwithstanding your place of residence.

## **REPRESENTATIONS AND WARRANTIES**

You represent and warrant that all information that you provide in the The Dallas College Application Form is personal to you and accurate.

### **GENERAL**

Dallas College Cape Town (NPC) may amend these Website Terms of Use at any time. Accordingly, you should periodically re-visit these terms to review the then-current Website Terms of Use governing your use of this website. Your continued use of the services provided through the The Dallas College website constitutes your acceptance of the then-current Website Terms of Use. If any part of these Website Terms of Use is deemed unlawful, void or unenforceable, then that part is severable and will not affect the validity and enforceability of the remaining disclaimers, terms and conditions. Dallas College Cape Town (NPC) reserves the right at any time to begin charging for access to this website and its services.

### **ENTIRE AGREEMENT**

This disclaimer constitutes the entire agreement between you and us in relation to your use of our website, and supersedes all previous agreements in respect of your use of this website.

### **CONTACT DETAILS**

You can contact us by [Email](#).

### **PRIVACY**

We do not actually collect any information from our users other than the standard information that our website statistics automatically gathers. The following is just a standard Privacy Policy agreement (we do respect people's privacy!).

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We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

(1) What information do we collect?

We may collect, store and use the following kinds of personal data:

- (a) information about your visits to and use of this website;
- (b) information about any transactions carried out between you and us on or in relation to this website, including information relating to any fee payments and/or donations, sponsors and investments;
- (c) information that you provide to us for the purpose of registering with us and/or subscribing to our website services and/or email notifications.

(2) Information about website visits

We may collect information about you computer and your visits to this website such as your IP address, geographical location, browser type, referral source, length of visit and number of page views. We may use this information in the administration of this website, to improve the website's usability, and for marketing purposes.

We use cookies on this website. A cookie is a text file sent by a web server to a web browser, and stored by the browser. The text file is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may send a cookie which may be stored on by your browser on your computer's hard drive. We may use the information we obtain from the cookie in the administration of this website, to improve the website's usability and for marketing purposes. We may also use that information to recognise your computer when you visit our website, and to personalise our website for you. Our advertisers may also send you cookies.

Most browsers allow you to refuse to accept cookies. (For example, in Internet Explorer you can refuse all cookie by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.) This will, however, have a negative impact upon the usability of many websites, including this one.

### (3) Using your personal data

Personal data submitted on this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.

In addition to the uses identified elsewhere in this privacy policy, we may use your personal information to:

- (a) improve your browsing experience by personalising the website;
- (b) send information (other than marketing communications) to you which we think may be of interest to you by post or by email or similar technology;
- (c) send to you marketing communications relating to Dallas College which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications to be sent by [Emailing](#) us.
- (d) provide other companies with statistical information about our users - but this information will not be used to identify any individual user. We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

### (4) Other disclosures

In addition to the disclosures reasonably necessary for the purposes identified elsewhere in this privacy policy, we may disclose information about you:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and
- (d) to the purchaser or seller (or prospective purchaser or seller) of any business or asset which we are (or are contemplating) selling or purchasing.

Except as provided in this privacy policy, we will not provide your information to third parties.

### (5) International data transfers

Information that we collect may be stored and processed in and transferred between any of the countries in which we operate in order to enable us to use the information in accordance with this privacy policy.

### (6) Security of your personal data

We will take reasonable precautions to prevent the loss, misuse or alteration of your personal information. Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

### (7) Policy amendments

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

(8) Third party websites

The website contains links to other websites. We are not responsible for the privacy policies (or content) of third party websites.

(9) Contact - You can contact us by [Email](#).