



Website Terms and Conditions

1. Important Notice

By using this Website, you, as the user, agree to be bound by our terms and conditions. This Website and its content is a service made available by the South African Professional Firearms Training Council (PFTC). The website must be utilized solely under the following terms and conditions. The PFTC permits the use of this Website subject to the Terms and Conditions. By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally.

2. Definitions

“Member” is a user who has a member profile on this website;

“PFTC” is the South African Professional Firearms Training Council;

“This Website” means the PFTC Website which is located at <https://pftc.co.za/membership/> and includes any part thereof;

“User” is a person who is accessing, browsing or interacting with this Website.

3. General terms and conditions

- i. This Website is directed at users in the Republic of South Africa;
- ii. This Website is compiled to be in line with the laws and regulations of the Republic of South Africa;
- iii. These terms and conditions constitute the entire agreement between the provider and the user. If any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

4. Content and Information on the PFTC Website

- i. The Content on this Website is for informational and communication purposes and users may not utilize the information for commercial purposes;
- ii. Users may print, download and utilize the content from this Website for their convenience but may not utilize it for commercial or criminal purposes;
- iii. The Content of this Website relates mainly to Firearms Training, Licenses for Firearms and Accreditation relating to Firearms Licensing and Training in the Republic of South Africa;



- iv. The user is wholly and strictly prohibited from creating works based on the content on this Website;
- v. Members of the PFTC are required to register and create a profile on this site. Information collected to create an online profile is processed in line with the conditions for lawful processing set forth by the Protection of Personal Information 4 of 2013 and our Privacy Policy. By creating a profile, you are agreeing to these Terms and Conditions;
- vi. Users may not use this Website to transmit any false, misleading, fraudulent or illegal communications or for any criminal purposes;
- vii. Users may not use the contact information on this website for the purposes of sending unsolicited communications;
- viii. Users may quote small and reasonable amounts of content available from the Website only if such quote is placed in inverted commas and the source is cited;
- ix. The provider shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such Content by the user or any third party who obtained any content from the user;
- x. Certain information and services on this Website are only available to Members who have created a profile and logged in.

5. Intellectual Property

All intellectual property on the Website, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to the provider and as such, are protected from infringement by domestic and international legislation and treaties.

6. Reporting of content

Users are requested to report inaccurate, defamatory, illegal, or harmful content available on this Website to the PFTC per email to queries@pftc.co.za.

7. Software and hardware to access this Website

- i. The user is solely responsible to acquire and maintain, at his/her own expense, the hardware and software to access the Website.

8. Processing of Personal Information of Members

- i. PFTC shall take all reasonable steps to protect the personal information of users and members, in line with the Protection of Personal Information Act 4 of 2013, the Promotion of Access to Information Act 2 of 2000 and our Privacy Policy.
- ii. The provider may electronically collect, store and use the following personal information of members:
 - a. name and surname;
 - b. contact numbers;
 - c. e-mail address;
 - d. IP address;
 - e. User-selected password.
- iii. The provider collects, stores and uses the abovementioned information for the purpose of administering the member's online profile;

- iv. Members are responsible to ensure that their credentials, username and password is kept confidential;
- v. Members must notify the PFTC if their profile was accessed by an unauthorized person: queries@pftc.co.za

9. Links to third party sites

PFTC may provide hyperlinks to other websites. Such links do not imply any endorsement, agreement on support for the content of those websites. PFTC does not control the content of those websites and shall not be liable for the access to, inability to access or content available on those websites.

10. Security

- i. PFTC shall take all reasonable steps to secure the content of the Website;
- ii. PFTC is under no legal duty to encrypt the content or communications from and to this Website;
- iii. Users may not deliver or attempt to deliver any damaging code to this Website or the server and computer network that support this Website. Notwithstanding criminal prosecution, any person who delivers any damaging code to this Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold the provider harmless against any and all liability, damages and losses the provider and its partners/affiliates may suffer as a result of such damaging code.

11. Limitation of Liability

- i. The PFTC, its owners, employees, suppliers, network operators, partners, affiliates and agents shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
 - (a) access to this Website;
 - (b) access to websites linked to this Website;
 - (c) inability to access this Website;
 - (d) inability to access websites linked to this Website;
 - (e) content available on this Website; and
 - (f) services available from this Website;
- ii. The PFTC shall not be liable for any loss, claim, liability or damage resulting from the use of this Website;
- iii. The PFTC does not make any warranties or representation that content, products and services available from this Website will in all cases be true, correct or free from any errors. The PFTC shall take all reasonable steps to ensure the quality and accuracy of content available from the Website;
- iv. There is no guarantee that support staff regarding the use of the website will be available at all times. This Website may be unavailable due to updates or other causes beyond the reasonable control of the provider, including, but not limited to virus infection, power failure or other unforeseen circumstances;
- v. Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, users agree that the PFTC has a right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the user to the Website or its staff and employees.

12. Amendment of these Terms and Conditions

The PFTC may amend these Terms and Conditions at any time, without prior notification to users or members.

13. Termination of Agreement

- i. By using this Website, the user automatically accepts these Terms and Conditions;
- ii. If the user does not accept all the terms and conditions in full, the user must stop accessing this Website;
- iii. The PFTC may terminate this agreement at any time.

