USER AGREEMENT

General Terms and Conditions for www.smileykids.co.za

Definitions

In this User Agreement, the terms below have the following meanings:

1. "Competent Person" means anyone who is legally competent to consent to any action or decision being taken for

any matter concerning a child, for example a parent or legal guardian.

2. "Personal Information" or “PI” means information relating to you or any other living person or existing legal entity,

including but not limited to:

3. "Processing of Information" means the automated or manual activity of collecting, recording, organising, storing,

updating, distributing and removing or deleting personal information.

4. "Site" means collectively our website/s.

5. "We", "us", "our" and "Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments." means the Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments.

6. "Website" means the Internet websites with the address www.smileykids.co.za or any website with a URL that is

validly registered to Smiley Kids.

7. "You" and "your" means the user of the Site.

a. Any identifying number, symbol, e-mail address, physical address, telephone number or other particular

assignment to the person.

b. Correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further

correspondence that would reveal the contents of the original correspondence.

c. Information relating to the education or the medical, financial, criminal or employment history of the person.

d. Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin,

colour, age, physical or mental health, well-being, disability, religion, belief, culture, language, birth,

milestones and development of the person.

e. The name of the person if it appears with other personal information relating to the person or if the

disclosure of the name itself would reveal information about the person, provided that such information is

not in the public domain in the same or in a different format or held by a public body and publicly accessible.

Conditions of Access

1. Your access to, and use of, the Site is subject always to the terms and conditions set out in this User Agreement.

2. To avoid any confusion, you agree that these terms and conditions apply to your use of:

a. The website.

b. Any third party website or mobile application licensed to us.

3. Regardless of the platform, gateway, portal or mode of access you use to install, download or access the Site.

Your cell phone provider may, depending on the type of contract you have, charge you for accessing the Site or

for any usage of the Site (such as data charges, sms charges).Smiley Kids Early Childhood Development

Association and our subsidiary child care establishments cannot be held responsible for these charges.

Your Acceptance and Consent

1. By using the Site, you expressly agree to the terms and conditions of this User Agreement. If you do not agree to

all of the terms and conditions, please do not continue to use the Site.

2. You agree that this User Agreement applies to any information accessed via the Site, and to all sections of the

Site.

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

Changes to this User Agreement

1. We may change the terms and conditions of this User Agreement at any time. We recommend that you familiarise

yourself with this User Agreement regularly.

2. The most updated version of this User Agreement will apply each time that you access and use the Site.

Your Profile

1. If you use the Site, you must keep your access details (including, your username and password) confidential and

not allow other people to use it.

2. You also accept full responsibility for all activities that occur under your access details or password and accept

responsibility for sharing your username and password.

3. You are only permitted to use one profile. If you use more than one profile, we may revoke all access.

4. Once you've logged onto the Site, certain information, functionalities and other features of the Site will be

accessible to you the next time you access the Site, without having to re-enter your password. If you prefer to enter

your password every time you access the Site, you can change the setting in the menu option.

5. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments, may refuse

to provide products and/or services to you if we are unable to verify any information that you provide to us.

6. You agree that the following actions shall be material breaches of these terms and conditions:

a. Signing in as, or pretending to be, another person.

b. Transmitting material that violates, or could violate, the intellectual property rights of others or the privacy

of others.

c. Using interactive services in a way that is intended to harm, or could result in harm, to you or to other

users of the Site.

d. Gathering information about others without obtaining their prior written consent.

7. You also agree that any use of your access details shall be regarded as if you were the person using such

information.

8. You may change your password at any time, although Smiley Kids Early Childhood Development Association and

our subsidiary child care establishments may determine certain requirements that you will need to meet when

choosing a password. These requirements may be changed from time to time and you may be required to update

your credentials following such changes.

9. You guarantee that all information provided by you at any time to Smiley Kids Early Childhood Development

Association and our subsidiary child care establishments or via the Site, will be true, accurate, current and correct

and you undertake to update the information as and when required.

10. You guarantee that you have fully disclosed all facts, and agree that this User Agreement and any transactions

related to this User Agreement will be void if you do not meet this requirement.

Electronic communication and records

1. When you visit the Site or send e-mails to us, you accept that we may communicate with you electronically. All

records that you send to us may be stored electronically and with third possible parties, although the strictest levels

of confidentiality bind these third parties. These electronic records shall be proof of the records, unless you can

prove otherwise.

2. Any electronic communication (for example, an e-mail or SMS) sent to you will be regarded to have been received

by you upon being sent by Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments.

3. If you are a registered user of the website, you may receive communications from us via e-mail. If you do not want

to receive e-mails from Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments you may change the way you receive your communication on the website, or you can phone/email

us.

4. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments takes all

reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption

technology. However, we cannot guarantee the security or integrity of any information you transmit to us online

and you agree that you do this at your own risk.

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically

meet any legal requirement that the communications be in writing.

Copyright

1. All content made available on the Site (for example, text, graphics, logos, button icons, images, audio clips, digital

downloads, data compilations, and software) belongs to Smiley Kids Early Childhood Development Association

and our subsidiary child care establishments, unless we expressly state that it is not and is protected by South

African and international law. In addition, the compilation of all content on the Site is the exclusive property of

Smiley Kids Early Childhood Development Association and our subsidiary child care establishments and is

protected by South African and international copyright laws.

2. Except if permitted under this or another agreement with Smiley Kids Early Childhood Development Association

and our subsidiary child care establishments no portion of the Site may be copied or transmitted via any means

available now or in the future.

3. Any unauthorised use, alteration or dissemination of the information or content on the Site is prohibited.

4. You agree that if you breach the terms of this clause, Smiley Kids Early Childhood Development Association and

our subsidiary child care establishments will have the right to claim damages from you, which will include the right

to claim special, incidental, consequential or indirect damages. Smiley Kids Early Childhood Development

Association and our subsidiary child care establishments will also be allowed to claim for loss of profits and loss

of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

5. Nothing on the Site should be regarded as granting any license or right to use any trademark without Smiley Kids

Early Childhood Development Associations’ prior written permission.

6. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments tries to ensure

that well-sourced, highly regarded technology protects the information on the Site. However, we cannot be held

responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination

of information by third parties copying information off the Site. If you suspect a breach or where a breach may have

taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the

problem.

Disclaimer

1. The Site and all information, content, tools and materials are provided by Smiley Kids Early Childhood

Development Association and our subsidiary child care establishments on an "as is" and "and available" basis,

unless we inform you in writing.

2. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments does not

guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you

use the Site at your own risk.

3. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments do not

guarantee that:

a. The Site.

b. The information, content, tools or materials included on the Site.

c. The Smiley Kids Early Childhood Development Association and our subsidiary child care establishments

servers, or

d. That any electronic communications sent by us are free from viruses or other harmful components.

4. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments will not be

liable for any damages of any kind arising from your use of the Site or from any information, content, tools or

materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive

and/or consequential damages.

5. We are fully committed to providing you with the best possible service. However, we are not responsible for:

a. Any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure,

equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the

reasonable control of Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments.

b. Any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

6. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

a. Any of the events described in this paragraph or the paragraphs above.

b. Your actions or omissions that result in a breach of this User Agreement.

c. Any links to other websites from the Site. You also acknowledge that we cannot control the content of or

the products offered on those websites.

d. A denial of access to the website should we believe or have reason to believe that you are conducting

activities that are illegal, abusive, would attack the integrity of the website or put Smiley Kids Early

Childhood Development Association and our subsidiary child care establishments in disrepute.

e. Your reliance on any of the information, content, tools or materials that you obtain from the Site.

7. It is very important that you acknowledge and understand that the information included on the Site should not to

be regarded as either advice or an intermediary service in terms of the School’s Act or the Children’s Act.

8. To the extent that information may be provided on the Site, it is based on in-depth research, best practice and on

current recommendations and guidelines. These obviously change from time to time. The information provided

should by no means replace the advice of a legal representative.

Indemnity

1. While Smiley Kids Early Childhood Development Association and our subsidiary child care establishments makes

every effort to ensure that the content and information on the Site is complete, accurate and up to date, we make

no guarantee about the suitability of the products and services on the Site or whether they are complete accurate

or appropriate.

2. You agree to fully indemnify Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments, its directors, employees, and trustees (where applicable) against any claim, loss or damages,

which you may incur or suffer as a result of your use of the Site.

3. You agree to fully indemnify Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments its directors and employees, the board of trustees of the scheme and the employees of the scheme,

from any errors or inaccuracies or incomplete information made available by third parties on the Site and agree

that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise

from any disclosure to or by any third parties.

4. You agree that all information, including products and services or any terms or conditions relating to them, on the

Site may change Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments will notify you of the important changes within a reasonable time.

5. All products and services provided on the Site are subject to confirmation, and any terms or conditions relating to

them, at the time of finalising any transactions.

6. You accept that some of the information, content, tools or materials on the Site come from external sources and

you agree that Smiley Kids Early Childhood Development Association and our subsidiary child care establishments

is not responsible, and will not be held liable, for any information or content, received from these external sources.

Phishing and spoofing

1. If you receive an unsolicited e-mail that appears to be from Smiley Kids Early Childhood Development Association

and our subsidiary child care establishments and that requests you to provide personal information (such as your

credit card number, username, or password), or that asks you to verify or confirm your Smiley Kids Early Childhood

Development Association and our subsidiary child care establishments information by clicking on a link, it is most

likely that the e-mail was sent by a "phisher" or "spoofer."

2. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments will never ask

for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and

that you do not click on the link. Responding to "phishing" places you and your personal information at risk. Smiley

Kids Early Childhood Development Association and our subsidiary child care establishments cannot be

responsible for any consequences resulting from your response to any email sent by a "phisher" or a "spoofer".

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

Linking to third party websites

1. The Website may contain certain images and links to other third party websites with information, content or material

produced by other parties. These linked third party websites are not under the control of Smiley Kids Early

Childhood Development Association and our subsidiary child care establishments and we are not responsible for

the information, content or material on any linked website, including, any link contained in a linked website, or any

changes or updates to a linked website.

2. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments are providing

these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement

by Smiley Kids Early Childhood Development Association and our subsidiary child care establishments of the

linked website, their business or security practices, or any association with its operators.

3. From time to time Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments may employ the services of third parties to assist with the hosting and management of certain

services and aspects of the Site. We apply every effort to ensure that our sub-contractors comply with our Privacy

Statement and widely accepted security standards and they will be accountable for any non-compliance.

4. Should you have any queries arising from transactions you conclude with such third parties, you will be required

to contact them directly.

Applicable law

1. By accessing and using the Site, you agree that the laws of the Republic of South Africa will govern this User

Agreement, and you consent to the jurisdiction of the South African courts in respect of any dispute which may

arise from this User Agreement.

General Provisions

1. The headings of the clauses in this User Agreement is provided for convenience and ease of reference only, and

will not be used to interpret, modify or amplify this User Agreement.

2. If any provision of this User Agreement is held to be illegal, invalid or unenforceable, that illegality, invalidity or

unenforceability shall not affect the other provisions of this User Agreement.

3. No failure or delay by Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of

any part of this User Agreement.

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

Privacy Statement

This privacy statement is complementary to, and should be read and understood with, the general terms and conditions

of the user agreement.

The General Principles of our Privacy Statement

1. The purpose of this privacy statement is to set out how we collect, use, share and otherwise process your personal

information when you use this Site, register or apply online for any Smiley Kids Early Childhood Development

Association and our subsidiary child care establishments products or services, or when you contact us

electronically.

2. When you engage with us, you trust us with personal information about yourself and your dependents.

3. You have the right to object to the processing of your personal information. It is voluntary to accept these terms

and conditions. However, we require your acceptance to enable you to use this site and to provide you with services

such as activating and servicing your policy and benefits, where applicable.

4. How we collect your Personal Information:

a. Whenever you use the Site, complete an application form, contact Smiley Kids Early Childhood

Development Association and our subsidiary child care establishments electronically, or use one of the

products, services, facilities, tools or utilities offered by Smiley Kids Early Childhood Development

Association and our subsidiary child care establishments on the Site, we will collect your personal

information.

b. We may have collected your information from other sources. If you share your personal information with

any third parties, we will not be responsible for any loss suffered by you, your dependents, your

beneficiaries, spouse or employees.

c. You understand that when you include your spouse and dependents on this site or on your application,

we will process their personal information in line with the terms and conditions of this site and/or for the

activation of a policy or benefit and to pursue their legitimate interest. We will furthermore process their

information for the purposes set out in this privacy statement.

d. If you are giving consent for a person under 18 (a minor) you confirm that you are a Competent Person

and that you have authority to give their consent for them.

Collect, Share and Use of Personal Information

1. You agree that we may process your personal information for all purposes that relate to the Site and the products,

services, facilities, tools or utilities offered on the Site as informative and successful as possible, it is necessary for

Smiley Kids Early Childhood Development Association and our subsidiary child care establishments to find out

exactly what you need and want.

2. Where applicable and to the extent appropriate, you confirm that we may share your personal information within

our own group of Early Childhood Development centers for:

a. Administration

b. The provision of Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments services, benefits and infrastructure to help you in your quest for quality early childhood

development.

3. You also confirm that we may share and combine all your personal information for any one or more of the following

purposes:

a. Market, statistical and academic research.

b. To effectively scaffold each child’s learning and development according to their personal needs.

4. Your privacy is important to us and we will therefore not sell, rent or provide your personal information to

unauthorised third parties for their independent use, without your consent.

5. You agree that we may transfer your personal information outside South Africa:

a. If you give us an email address or postal address that is hosted outside South Africa.

b. If we obtain the relevant permission for prior processing.

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

c. We will ensure that any country, company or person that we pass your personal information to agrees to

treat your information with the same level of protection, as we are obliged to.

6. You agree that we may communicate with you electronically.

7. We may process your information using automated means (without human intervention in the decision making

process) to make a decision about you or your application for any product or service. You may query the decision

made about you.

8. Please let us know if you do not wish to receive any direct telephone marketing from us.

9. Please also let us know if you do not wish to receive any direct electronic marketing from us. We will store your

personal information for the purpose to action this request and action it as soon as reasonably possible.

Location Data

1. Once you have given the Site access to your location, we collect the latitude and longitude of your device/s as well

as information relating to your movement. Your location can be determined using the following:

a. GPS

b. IP address.

c. Sensor data from your devices.

d. Cell phone towers and Bluetooth-enabled devices near your device.

2. If you would no longer like us to collect location data, you may adjust your device settings. This will have an impact

on certain features on the Site, such as the ability to locate you in case of emergency.

Protection of your Personal Information

1. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments values the

information that you choose to provide and will take appropriate, reasonable technical and organisational steps to

protect your personal information from loss, misuse or unauthorised alteration.

2. The information Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments has concerning our Data Subjects is stored in databases that have built-in safeguards to ensure

the privacy and confidentiality of that information.

3. When you use the products, services, facilities, tools or utilities provided by Smiley Kids Early Childhood

Development Association and our subsidiary child care establishments on the Site, you may be given an access

number, username, password and/or personal identification number (PIN). You must always keep your username,

access card, and password and/or PIN a secret and ensure that you do not disclose it to anyone.

Correction of Personal Information

1. You have an obligation to notify us if any of your personal information held by Smiley Kids Early Childhood

Development Association and our subsidiary child care establishments changed or is no longer valid to ensure our

records are up to date, you can e-mail us or you can phone.

2. You have the right to know what personal information we hold about you. If you wish to receive a copy, please

complete a form called an 'Access Request Form' on www.smileykids.co.za and specify the information you would

like. We will take all reasonable steps to confirm your identity before providing details of your personal information.

3. Please note that we are entitled to charge a legally allowable fee for this service and will let you know what it is at

the time of your request.

4. You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your

personal information, we will take all steps to make it anonymous and de-identify it. You agree that we may keep

your personal information until you ask us to delete or destroy it or the required legal time frame comes due. This

is unless the law requires us to keep it or dispose thereof.

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WEBSITE USER AGREEMENT GENERAL TERMS AND CONDITIONS AND PRIVACY POLICY

Personal Information Held by or Disclosed by You Or Smiley Kids Early

Childhood Development Association and our subsidiary child care

establishments To A Third Party

1. Because Smiley Kids Early Childhood Development Association and our subsidiary child care establishments are

not responsible for any representations or information or warranties or content on any third party website (including

third party websites linked to this website, websites facilitated by us or websites that serve as social networks like

Facebook or Twitter), Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments does not exercise control over the privacy policies of these third parties and you should refer to

the privacy policy of these third parties to see how they protect your privacy.

2. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments may enter

into arrangements with its partners and other third party suppliers in order for them to provide services to you.

Those arrangements may require us to disclose your personal information to them:

a. If a third party asks us for any of your personal information, we will share it with them only if:

i. You have already given your consent for the disclosure of this information to that third party.

ii. We have a legal or contractual duty to give the information to that third party.

b. You agree that your personal information may be shared with third parties such as academics and

researchers, including those outside South Africa. We ensure that the academics and researchers will

keep your personal information confidential and all data will be made anonymous to the extent possible

and where appropriate. No personal information will be made available to a third party unless that third

party has agreed to abide by strict confidentiality protocols that we require. If we publish the results of this

research, you will not be identified by name.

c. If we want to share your personal information for any other reason, we will do so only with your permission.

3. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the

right to share your personal information with the third parties in connection with the transaction. In the case of a

merger, acquisition or sale, the new entity will have access to your personal information. The terms of the Privacy

Statement will continue to apply.

Cookies, E-Mail Tracking Pixels And Online Advertising

1. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments uses cookies.

We use the word "cookie" to refer to information that is sent from the Site to your hard drive, where it is saved. In

this way, the next time you use the Site, Smiley Kids Early Childhood Development Association and our subsidiary

child care establishments will know who you are and that you have visited the Site before. We also collect

information about how you use the website, your preferences and past browsing history.

2. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments engages third

parties that help us deliver banner advertisements and other online communications. The third parties may collect

and use information about Smiley Kids Early Childhood Development Association and our subsidiary child care

establishments customers to help us understand the offers, promotions, and types of advertising that are most

appealing to our customers. The personal information they collect is aggregated and cannot be linked to a person.

3. Third party vendors, such as Google Marketing Platform, show Smiley Kids Early Childhood Development

Association and our subsidiary child care establishments ads on sites on the Internet.

4. Third party vendors, such as Google Marketing Platform, use cookies to serve ads based on a user's prior visits to

www.smileykids.co.za website.

5. Users may opt out of Google Marketing Platform's use of cookies and e-mail tracking pixels by visiting the Google

advertising opt-out page or by visiting the Network Advertising Initiative opt out page.

Changes to this Privacy Statement

1. Smiley Kids Early Childhood Development Association and our subsidiary child care establishments may amend

this privacy statement at any time. We will give you notice of any material changes within a reasonable time,

however, we recommend that you familiarise yourself with this privacy statement regularly.

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