

Terms of Use & Privacy Policy

Terms of Use

Website Terms and Conditions of Use Relating to www.numeric.org

These Terms and Conditions (“the Terms and Conditions”) govern your (“the User”) use of the **Bluestream Education t/a Numeric NPC** (“Provider”) website located at the domain name [www.numeric.org] (“the Website”). By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out in this legal notice. The User may not access, display, use, download, and/or otherwise copy or distribute Content obtained on the website for marketing and other purposes without the consent of the Provider.

Electronic Communications

By using this Website or communicating with the Provider by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

E-Commerce & Privacy

The Website (www.numeric.org) Donations & Contributions.

The private information required for processing of donations or contributions through the e-commerce facility, namely the User’s personal information and credit card details and physical address will be kept in the strictest confidence by the Provider and not sold or made known to third parties. Credit card details are not kept by the Provider under any circumstances.

The Provider undertakes that it has taken all reasonable precautions to secure the credit card processing that is carried out to receive payments or donations.

The Provider cannot be held responsible for security breaches occurring on the User’s electronic device (Personal Computer or other electronic device used to browse the Website), which may result due to the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

Processing of Personal Information: Privacy Policy

1. Online Payment – Wirecard Payment Gateway

All online credit card payments are processed by the Wirecard [Internet Payment Gateway](#) (“Operator”)¹ on behalf of Numeric (“Client”). Card holders may go to www.wirecard.com to view Wirecard’s security policies.

2. Processing of Donor Personal Contact Information - Numeric

Donor personal contact information (name, physical address, email address, telephone numbers) is processed and stored by Numeric for reporting purposes and when responding to donor requests for the processing and sharing of Section 18A tax certificates. The processing of donor personal contact information will be done in a manner that protects the donor. By completing the donation request form, the donor consents to the processing of personal contact information for purposes of carrying out Numeric’s operations as set out above or to comply with the law. Donors may request to view and update personal contact information stored by Numeric by visiting Numeric’s contact page.

Numeric shall secure the integrity of the personal information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent loss of, or damage to, or unauthorised destruction of the personal information or unlawful access to or processing of the personal information and which provide a level of security appropriate to the risk represented by the processing and the nature of the personal information to be protected

3. Opt Out of Electronic Communications – Numeric

Numeric makes use of electronic communications to stay in contact and keep donors abreast of any new developments as it relates to donating to Numeric. Electronic communication includes email and sms. Donors may opt out of receiving communication from Numeric by emailing donate@numeric.org

Refund and Return Policy

When a donation is made on the Website the transaction is final and not disputable unless unauthorised use of your payment card is proved. If you become aware of fraudulent use of your card, or if it is lost or stolen, you must notify your card provider in accordance with its reporting rules.

Updating of these Terms and Conditions

Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this Website. It is the User’s obligation to periodically check these

¹ “Operator” means a person who processes personal information for a responsible party (Numeric) in terms of a contract or mandate, without coming under the direct authority of that party.

Terms and Conditions at the Website for changes or updates. The User's continued use of this Website following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

Copyright and Intellectual Property Rights

Provider provides certain information at the Website. Content currently or anticipated to be displayed at this Website is provided by Provider, its affiliates and/or subsidiary, or any other third party owners of such content, and includes but is not limited to Literary Works, Musical Works, Artistic Works, Sound Recordings, Cinematograph Films, Sound and Television Broadcasts, Program-Carrying Signals, Published Editions and Computer Programs ("the Content"). All such proprietary works, and the compilation of the proprietary works, are copyright the Provider, its affiliates or subsidiary, or any other third party owner of such rights ("the Owners"), and is protected by South African and international copyright laws. The Providers reserve the right to make any changes to the Website, the Content, or to products and/or services offered through the Website at any times and without notice. All rights in and to the Content is reserved and retained by the Owners. Except as specified in these Terms and Conditions, the User is not granted a license or any other right including without limitation under Copyright, Trademark, Patent or other Intellectual Property Rights in or to the Content.

Limited License to General Users

Provider grants to the User, subject to the further terms of these Terms and Conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future Content for personal, non-commercial, educational, and information purposes only.

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Provider and the Owners, their affiliates or subsidiary reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Any unauthorised use terminates this license.

Limitation of liability

The Website and all Content on the Website, including any current or future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or typographical errors. The Owners make no warranty or representation as to the availability, accuracy or completeness of the Content. Neither Provider nor any holding company, affiliate or subsidiary of Provider, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the Content or the Website or any functionality thereof, or of any linked website, even if Provider is expressly advised thereof.

Privacy: casual surfing

The User may visit the Website without providing any personal information. The Website servers will in such instances collect the IP address of the User computer, but not the email address or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent at the Website, pages viewed, etc. Provider uses this information to determine use of the Website, and to improve Content thereon. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use such information without limitation.

Choice of Law

This Website is controlled, operated and administered by Provider from its offices within the Republic of South Africa. Access to the Website from territories or countries where the Content or purchase of the products sold on the Website is illegal is prohibited. The User may not use this Website in violation of South African export laws and regulations. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of the Witwatersrand High Court in the event of any dispute. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Provider and the User with regard to the use of the Content and this Website.

Company Information

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NPC Registration Number: 2012/127766/08
NPO Registration Number: 137 245
Section 18A Public Benefit Organisation: PBO 930 040 515