



The Forum for Professional
Nurse Leaders

THE FORUM FOR PROFESSIONAL NURSE LEADERS WEBSITE RULES

1. INTRODUCTION

- 1.1. The Forum for Professional Nurse Leaders (FPNL) is an independent website, put together and published as fpnl.co.za.
- 1.2. <https://fpnl.co.za> has been put together specifically with a view to rendering services to members and registered professional nurses in South Africa. Using the FPNL website is free of charge, although certain services that may be rendered by independent service providers or advertisers may require payment.
- 1.3. The FPNL wishes to expose the users to all the institutions attached to the FPNL and its benefits and services.

2. VALUES

- 2.1. Conversations on the website take place within a specific preferential space reflected by the content of the website.
- 2.2. Individual freedom: Every person is in the first place responsible for himself or herself and should be free from coercion to follow his/her calling.
- 2.3. Approach: A civilised tone is adopted in articles and conversations. Readers may find the articles challenging but not aggravating.

3. PRIVACY

- 3.1. The user gives his/her permission for the FPNL to collect the personal information the user imparts to us by using the website.
- 3.2. The FPNL can use this personal information in order to improve the functionality of the website. By accepting these terms and conditions, the Customer consents that his or her personal information may be used for historical, statistical and research purposes.
- 3.3. The FPNL will only share the user's personal information with selected third parties who render services on the website. These third parties are clearly indicated on the website on the specific portal where the user shares his/her information.
- 3.4. The FPNL will not share the user's information with any other party who is not a partner of the website without obtaining the user's permission beforehand, unless the FPNL is compelled to do so in terms of the current law, if this is required to run the website or if it is in the public interest to release the information.
- 3.5. The user hereby gives his/her permission that the FPNL may pass on his/her personal information to the website's service providers and partners in order to run the website.
- 3.6. Cookies: A cookie, also known as an HTTP cookie, web cookie, or browser cookie, is a small volume of data sent from a website and stored in the user's web browser while the user uses the website.
- 3.7. Every time the user visits the website, the browser returns the cookie to the server to inform the website of the user's previous activity.
- 3.8. Cookies are reliable instruments when designing websites to recall information on a statement (e.g., items in an e-shopping cart) or to capture the user's browser activities (including clicks on specific buttons, sign-ons, or the pages used months or years ago by the user) the FPNL website uses cookies.
- 3.9. The user accepts the content of paragraph 3 above.



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4. LIMITED LIABILITY AND INDEMNITY

- 4.1. The user uses the website at his/her own risk.
- 4.2. The FPNL endeavours to use original material and to exchange ideas and opinions openly, fairly and in an unrestricted way. The views and comments of users of this website are therefore their own and do not necessarily reflect the views of the management and editorial team of the FPNL.
- 4.3. The FPNL does not offer any guarantees regarding the website or its content.
- 4.4. The FPNL does not guarantee the truth or correctness of any information given on the website. Although the FPNL editorial team does everything in its power to ensure the quality and accuracy of the services and information, it is the user's responsibility to check the truth or correctness of these.
- 4.5. The FPNL is not liable for any loss, expenditure or damages of whatsoever nature that the user may suffer or incur as a result of his/her access to our use of any information contained on the website, including, without limit, any loss, expenditure or damages that arose as a result of one of the following:
 - incorrect information contained on the website;
 - unauthorised access to or amendment of the website by a third party;
 - the website not being available;
 - the user's data or computer, or the data or computer equipment of a third party the user used to gain access to the website, being lost or destroyed;
 - liaison or trading with or the use of services of an independent service provider or advertiser on the FPNL website.
- 4.6. The user indemnifies the FPNL against any warning, claim or legal action instituted against the FPNL that arise directly from the user's use of, participation in, or access to this website.
- 4.7. The FPNL retains the right to change the website and/or content, upgrade it or suspend it at its own discretion and at any time.
- 4.8. The user is himself/herself responsible for any content that the user sends to the FPNL, loads on the website or forwards to a third party by means of the FPNL.
- 4.9. The FPNL will not be held responsible for the loss of any content that the user loads onto the website or that has been forwarded by the website, and it is the responsibility of the user to make a reserve copy.
- 4.10. Without derogating from the general meaning of the above, the user admits and accepts that when he/she puts any publication, comment, information or any other contribution on the website, it could, as a result of slander, lead to potential harm to other users of the FPNL publishing on the website.
- 4.11. Without derogating from the above, the user indemnifies the FPNL against any claim for slander that the user could potentially institute against another FPNL website user or that can be instituted against him/her by such other users.



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5. COPYRIGHT

- 5.1. Copyright and all other immaterial property law, including the lay-out, design, tokens, graphics and multimedia works appearing on it, belong to the FPNL unless such rights are expressly reserved by the author before they are published on the website.
- 5.2. The user may look at, print and make one copy of such works on his/her hard drive, on condition that:
 - it is for personal use and it not used for any commercial purpose;
 - the user displays a rendering of our copyright notice on every copy;
 - the user does not change the words in such way that it is harmful to the FPNL
- 5.3. Without derogating from the provisions contained in paragraph 5.1, the FPNL confirms that the copyright of contributions, articles and other literary works created by the user and sent to the FPNL belong to the user. As soon as the user puts any articles, contributions or other literary works on the website, that action gives the FPNL a transferable, perpetual, worldwide and tantième free licence to put the user's works on the FPNL website.
- 5.4. If the intellectual property of material presented by a user for placement on the website belongs to a third party, the user undertakes to inform the third party of this and indemnifies the FPNL against any claim that the owner of those intellectual property rights can institute against the FPNL.
- 5.5. The trademarks and tokens on the FPNL website are the registered, and where applicable, the non-registered trademarks of the FPNL: Nothing on the website may be interpreted in such a way as to mean that the user obtains a licence or the right to use any trademark without FPNL permission.

6. CONTENT MANAGEMENT

- 6.1. From time to time the FPNL uses the practice of aggregation of content by republishing information gathered from other sources.
- 6.2. Aggregated content is always rewritten by the journalists of the FPNL.
- 6.3. If possible, new information is added.
- 6.4. The original sources of aggregated content are always indicated, with an active link to the original source article.
- 6.5. The discretion of deciding which content is put on the FPNL website, rests exclusively with the FPNL website editor.

7. LINKS

- 7.1. The website contains links to other websites with information and other material created by third parties. Although the FPNL chooses the links carefully, the FPNL cannot accept any liability for the content on these websites.
- 7.2. A link on the FPNL website to another website does not mean that the FPNL has checked the content of that website and neither does it mean that the FPNL approved that content.



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8. PARTICIPATION BY READERS

- 8.1. Any user is welcome to make comments and participate in the FPNL website. However, these comments should be free from racism, sexism, homophobia, inappropriate personal remarks, other forms of hate speech or crude, strong and foul language.
- 8.2. Users are linked to an electronic profile.
- 8.3. Users may use only one profile on the FPNL website.
- 8.4. Users' comments are placed automatically and unchanged on the FPNL website as they are made.
- 8.5. Comments must be in accordance with the civilised tone and value system of the FPNL.
- 8.6. The intentional disruption of conversations, among other things by making irrelevant, provoking statements, that is to say by trolling or flaming, is not permitted.
- 8.7. Stalking fellow commentators by focusing continuously on their comments and standing in the way of other people responding meaningfully to those commentators is not permitted.
- 8.8. Repeatedly placing the same content in different comment pieces or placing irrelevant information or links to irrelevant web addresses, is not permitted.
- 8.9. Racist and sexist comment, or comment that is otherwise offensive or discriminatory, is not allowed.
- 8.10. Other readers, users and commentators may not be personally attached and/or humiliated. Comment must be relevant to the article about which the comment is made.
- 8.11. Comment that incites violence, represents hate speech, includes crude or foul use of language, or that is slanderous or blasphemous, will not be tolerated.
- 8.12. The successful placement of comment is subject to an automatic screening process based on a previously determined list of undesirable and unacceptable words and phrases.
- 8.13. Liaison, trading or price fixing with, or the use of services of an independent service provider or advertiser on the FPNL, remains the exclusive responsibility of the user.
- 8.14. The FPNL will not act as the middleman or agent of any user of the FPNL or independent service provider or advertiser.
- 8.15. By using the FPNL website or any portion thereof, including but not limited to portals, the Facebook page of the FPNL and the blogs, or the FPNL newsletter (jointly the "website"), the user commits himself/herself to the conditions of use as set out here. The conditions of use come into force at the time the user uses the website for the first time and forms a perpetual agreement between the user and the FPNL.
- 8.16. If the users do not wish to bind themselves to the terms and conditions, as set out here, they must refrain from visiting or using the website, and/or from making contributions to it.
- 8.17. The FPNL retains the right to remove unilaterally any comment that is in our opinion not subject to the terms of this policy.
- 8.18. The user does not have to be informed of his/her comments being removed and the FPNL does not need to give reasons for removing them.



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9. COMPLAINTS

- 9.1. If any user submits a complaint/grievance about another user's comment and/or profile, the complaint/grievance will be investigated by the FPNL.
- 9.2. The preferential mechanism for comment and profile control is the judgement of other users who report inappropriate comments and/or profiles by means of the built-in complaint mechanism.
- 9.3. The computer function that can be used to address complaints to the FPNL is located underneath every article in the comments block, at the link "Report".
- 9.4. Comments about which a certain number of complaints have been received, as determined by the editing team from time to time, are usually removed.
- 9.5. Comments that receive a complaint providing full reasons for the complaint, even if there are no complaints from other users, are evaluated according to the merits of the case.
- 9.6. On accepting these terms and conditions the user accepts, his/her comments and/or profile may be amended or removed if they do not meet these terms and conditions.
- 9.7. If a user is repeatedly guilty of violating these terms and conditions, he/she can, in terms of clause 8.18 above, be permanently blocked from again commenting on the FPNL website or from creating a profile.

10. GENERAL

- 10.1 The FPNL may change the terms and conditions of the FPNL website at any time. By looking at the website the user commits himself/herself to the latest version of the terms and conditions.
- 10.2 The user realises that it is his/her duty to be abreast of the latest version of the terms and conditions of the FPNL website.
- 10.3 The FPNL is not bound to the advice and articles published on the page. When the user reads an article, the publication date must be noted so that the user can ascertain the latest legal position.
- 10.4 No other terms or conditions for the use of the website except the latest version on the website will be regarded as binding, and the user commits himself/herself irrevocably to this version.
- 10.5 Should a dispute arise about the content of the latest conditions of use, the decision of the FPNL in this regard will be final.