



**ECOGLEN SOCIAL MEDIA PLATFORM  
TERMS OF USE  
2022**

**December 2022**

**NPO registration number: 054-659-NPO**

**PBO registration number: 930011404**

**WESSA membership number: 1235886**

The Ecoglen Association is a community based, non-profit organisation (NPO) registered in terms of the Non-Profit Organisations Act, 1997 (Act No. 71 of 1997), which operates in cooperation with and on behalf of the City of Tshwane (CoT) to manage the Moreletaspruit and Waterkloofspruit urban green spaces in Lynnwood Glen with a view to the conservation of the areas and to encourage public participation in conservation and appropriate recreational use of the areas.

Given the nature of our mandate, we are necessarily involved in the collection and processing of personal information.

This document sets out the terms and conditions ("Terms") which govern our relationship with users and others who interact with the Ecoglen Social Media Platform.

We use "Social Media Platform" or "Platform" as a collective term for the Ecoglen website and related applications, now existing or later developed by Ecoglen, which focus on communications, community-based input, interaction, content-sharing and collaboration as well as third party platforms, such as WhatsApp groups, where we do not control the privacy and/or the collection of data but apply our own requirements on top of the requirements of those platforms.

By using or accessing the Platform, you agree to these Terms, as updated from time to time in accordance with section 8 below.

## **1. PRIVACY**

- 1.1 Your privacy is very important to us. Our privacy policy sets out how you can use the Platform to share your content and information with others and how we reserve the right to collect and use your content and information.
- 1.2 We encourage you to read our privacy policy and to use it to help you make informed decisions as to your use of the Platform.

## **2. SHARING YOUR CONTENT AND INFORMATION WHEN YOU USE THE PLATFORM**

- 2.1 You are responsible for your use of the Platform and for any content and information you make available using the Platform, including compliance with applicable laws, rules and regulations.
- 2.2 You should only upload content and information you are comfortable sharing with others. You warrant and represent that you own all of the content and information you post on the Platform. You are able to control how your content and information is shared through your privacy settings.
- 2.3 You retain your rights to any content and information you submit, post or display on the Platform. For content that is covered by Intellectual Property Rights, like photos and videos (IP Content), you grant us a worldwide, non-exclusive, transferable, sub-licensable, royalty-free, licence to use, copy, process, display or distribute any IP Content that you post on the Platform (IP Licence). In this respect, you warrant and represent that you have all the rights, powers and authority necessary to grant the rights relating to any IP Content that you submit to Ecoglen.

- 2.4 This IP Licence shall terminate when you delete your IP Content unless your IP Content has been shared with others, and they have not deleted it. Any deleted IP Content may persist in backup copies or a cache for a reasonable period of time (but will not normally be available to others).
- 2.5 When you publish content or information using the “public” setting, it means that you are allowing everyone, including people not using the Platform, to access and use that information, and to associate it with you (i.e., your name and profile picture).

### **3. SAFETY**

In order to keep the Platform safe for all users, we require the following commitments from you:

- 3.1 You will not collect or use the content and information of other users without their prior permission.
- 3.2 You will not impersonate other users and non-users of Ecoglen in a manner intended to mislead, confuse or deceive others.
- 3.3 You will not bully, stalk, intimidate or harass any user.
- 3.4 You will not post content that is hate speech, threatening, pornographic, incites violence or contains nudity or graphic or gratuitous violence.
- 3.5 You will not upload viruses or other malicious codes.
- 3.6 You will not post unauthorised commercial communications (such as spam).
- 3.7 You will not use the Platform to do anything unlawful, misleading, malicious or discriminatory.
- 3.8 You will not do anything that could disable, overburden or impair the proper working or appearance of the Platform, such as interference with the Platform functionality.
- 3.9 You may not use the Platform for any unlawful purposes or in furtherance of illegal activities.
- 3.10 You will not engage in, facilitate or encourage any violation of these Terms.

### **4. OPTING IN AND SECURITY**

In order to maintain the integrity of all users of the Platform, we require the following commitments:

- 4.1 You will not provide any false personal information on the Platform.
- 4.2 You will keep your contact information accurate and up to date.

### **5. PROTECTING OTHER PEOPLE’S RIGHTS**

We respect other people’s rights, and expect you to do the same.

- 5.1 You will not post content or take any action in connection with your use of the Platform that infringes or violates someone else's rights or otherwise violates the law.
- 5.2 We reserve the right to remove any content or information you post using the Platform if we, in our reasonable opinion, believe that it violates these Terms or our related policies.
- 5.3 If we remove your content for infringing someone else's copyright, and you believe we removed it by mistake, we will provide you with an opportunity to appeal. If your appeal is denied then it will be the final and binding decision regarding such infringement.
- 5.4 If you repeatedly infringe the IP Content of other users, we reserve the right to terminate your use of the Platform as we deem appropriate.
- 5.5 You will not use our copyrights or trademarks or any confusingly similar marks, except as expressly permitted with our prior written permission. All right, title and interest in and to the Platform (excluding content and information provided by users) are and will remain the exclusive property of Ecoglen and its licensors.
- 5.6 If you collect information from other users of the Platform, you are required to obtain their consent, make it clear that you (and not Ecoglen) are the one collecting their content and information and how you intend on using their content and information.
- 5.7 You will not post your own or any other individual's personal identification documentation or sensitive financial information on the Platform, which may be subject to appropriation or fraudulent activity.

## **6. ADVERTISEMENTS AND COMMERCIAL CONTENT**

- 6.1 We will not give your content and/or information to advertisers or third parties for marketing or other commercial purposes without your consent.
- 6.2 You understand that we are not required to identify paid services and communications as such.

## **7. DISCLAIMER**

- 7.1 Your access to and use of the Platform or any of the content displayed therein are at your own risk. The Platform provided under these Terms are on an "as is" basis. To the maximum extent permitted by or under applicable law, Ecoglen disclaims all express or implied warranties relating to fitness for a particular purpose or non-infringement. We do not guarantee that the Platform will always be safe, secure and error-free, or always function without disruptions, delays or imperfections.
- 7.2 Although we require all users of the Platform to comply with these Terms to regulate the conduct of all users, we do not control or direct users' actions of the Platform and are not responsible for the content or information users transmit or share using the Platform. We are not responsible for any offensive, inappropriate, obscene, unlawful or otherwise objectionable content or information you may encounter in connection with your use of the Platform.
- 7.3 We are not responsible for the conduct, whether online or offline, of any user of the Platform.

## **8. AMENDMENTS**

- 8.1 We will notify you before we make changes to these Terms and give you the opportunity to review our revised terms before continuing to use the Platform.
- 8.2 If we make any changes to policies, guidelines or other terms referenced in or incorporated by these Terms, we may provide notice on the website or by individual emails to users.
- 8.3 Your continued use of the Platform, following notice of the changes to our terms, policies or guidelines, constitutes your acceptance of our amended terms, policies or guidelines.

## **9. TERMINATION**

- 9.1 We may suspend or terminate your use of the Platform if you are found to be, or we reasonably believe you to be, in violation of these Terms or creating a risk or possible legal exposure for us.
- 9.2 Alternatively, you may wish to terminate your use of the Platform at any time.
- 9.3 In all such cases, these Terms shall terminate, but the provisions in sections 2.4, 2.5, 3 to 5 and 8 to 11 shall survive termination.

## **10. DISPUTES**

The laws of South Africa govern these Terms and the courts of South Africa have exclusive jurisdiction to preside over any dispute arising from or in connection with these Terms.

## **11. GENERAL**

- 11.1 These Terms form the entire agreement between the parties regarding the use of the Platform and supersede any prior agreements.
- 11.2 If any portion of these Terms are found to be unenforceable, the remaining portion will remain in full force and effect.
- 11.3 Our failure to enforce any part of these Terms does not constitute a waiver.
- 11.4 Any amendment to or waiver of these Terms must be made in writing and signed by us, including being posted by us in accordance with section 8 above.
- 11.5 These Terms do not confer any third-party beneficiary rights.
- 11.6 We reserve all rights not expressly granted to you.
- 11.7 You will comply with all applicable laws when using or accessing the Platform.