

## **GATVOL ACCEPTABLE USE POLICY**

The GATVOL Terms apply to Your use of Our Site. By using, visiting or browsing Our Site (use of Our Site including, amongst others, accessing Our Site and/or registering to use and using the Services), you accept and agree to this Acceptable Use Policy and the GATVOL Terms. Any defined terms in this Acceptable Use Policy bear meanings given to them in Our Terms of Website Use.

### **1. PROHIBITED USES**

- 1.1 You may use Our Site only for lawful purposes. You may not use Our Site:
  - 1.1.1 in any way that breaches any applicable local, national or international law or regulation;
  - 1.1.2 in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
  - 1.1.3 for the purpose of harming or attempting to harm any natural or juristic person, and in particular any minors, in any way;
  - 1.1.4 to send, knowingly receive, upload, download, publish, use or re-use any material which does not comply with Our Terms of Website Use (together with the documents referred to in it) and Our Content Standards in clause 3 below;
  - 1.1.5 to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
  - 1.1.6 to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or Our Site, the Services or Our system (including, but limited to, servers, computers or databases connected to Our Site and the Services).
- 1.2 You also agree:
  - 1.2.1 not to reproduce, duplicate, copy or re-sell any part of Our Site, the Services or the Content in contravention of the provisions the GATVOL Terms;
  - 1.2.2 not to access without authority, interfere with, damage or disrupt:
    - 1.2.2.1 any part of Our Site and the Services;
    - 1.2.2.2 any equipment or network on which Our Site or the Services is stored;
    - 1.2.2.3 any software used in the provision of Our Site or the Services; or
    - 1.2.2.4 any equipment or network or software owned or used by any third party.

## 2. **INTERACTIVE SERVICES**

- 2.1 We provide the Services to You through Our Site by providing a platform on which You may publish and access Content.
- 2.2 You may only publish Content if You are a Registered User, and Registered Users may only publish Content through their accounts.
- 2.3 You may modify or remove any Content published on Our Site by You, but must modify or remove such Content in accordance with the Terms of Website Use. However, Your removal of such Content does not limit the licences granted to Us in terms of the Terms of Website Use, and we may continue to use the Content in accordance with those licences in spite of Your removal thereof.
- 2.4 In uploading Content as a User, You will comply with the Content Standards set out below in clause 3. It is Your responsibility to review on a regular basis the Content You have uploaded as a User and to ensure that the Content complies with the Content Standards set out below in clause 3, in particular that the Content You have previously uploaded remains accurate, complete and relevant. If the Content uploaded by You does not remain in compliance with the Content Standards set out below in clause 3, You must, depending on the context, publish updated Content, modify the previously uploaded Content or contact Us at [info@GATVOL.co.za](mailto:info@GATVOL.co.za) to remove the Content from Our Site.
- 2.5 You warrant that, prior to uploading any Content whatsoever as a User, all necessary consents and/or approvals have been obtained from the person in respect of whom the Content relates and/or any governmental authority required to approve the disclosure of such Content.
- 2.6 We may assess any possible risks for Users (and in particular, for children) from third parties when they use Our Site and any of the Services provided through Our Site, and We will decide whether it is appropriate to use moderation of the Content published by Users (including what kind of moderation to use) in the light of those risks. You permit Us to moderate any and all Content on Our Site and the Services, but You acknowledge and agree that We are under no obligation to act as website administrators or to oversee, monitor or moderate the Content published on or through Our Site and the Services. We are under no obligation to review and/or remove any Content and Our moderation of Content, if any, may not be ongoing or consistent. We are not experts in any professional fields and Users must consult experts in the appropriate fields to obtain professional advice. We expressly exclude Our liability for any loss or damage arising from the use of Our Site by a User in contravention of Our Content Standards contained in clause 3 below, whether the Content, Our Site or the Services are moderated or not.
- 2.7 If We do decide to moderate the Content in terms of clause 2.6, We will normally provide You with a means of contacting the moderator, should a concern or difficulty arise.

## 3. **CONTENT STANDARDS**

- 3.1 These content standards apply to any and all Content which You contribute to Our Site and the Services through Your account.
- 3.2 You must comply with the spirit of the following standards as well as the letter. The standards apply to each part of any Contribution as well as to its whole.

- 3.3 The purpose of Our Site is to publish Content that supports local businesses and communities within the Republic of South Africa through positive reviews and opinions. The purpose of Our Site is not to defame or damage the reputation any business, organisation, or institution, or to publish any derogatory Content, complaints or negative reviews. You may only publish Content to the extent that it aligns with this purpose, and any Content that does not align with this purpose may be removed at Our sole discretion.
- 3.4 You warrant that any Contribution made by You, and Your use of Our Site, complies with the Content Standards set out in this clause 3, and You will be liable to Us and indemnify Us for any breach of that warranty. If You are an individual, this means You will be responsible for any loss or damage We suffer as a result of Your breach of warranty, which shall include a breach of third party intellectual property rights.
- 3.5 Contributions shall:
- 3.5.1 be accurate and complete (where they state facts);
  - 3.5.2 be genuinely held (where they state opinions);
  - 3.5.3 comply with applicable law in the Republic of South Africa and in any country from or in which they are published, or in any other applicable jurisdiction.
- 3.6 Contributions shall not:
- 3.6.1 contain any material which is defamatory of any person;
  - 3.6.2 contain any material which is obscene, offensive, hateful or inflammatory;
  - 3.6.3 promote sexually explicit material;
  - 3.6.4 promote violence;
  - 3.6.5 promote discrimination based on race, sex, gender, religion, nationality, disability, sexual orientation or age;
  - 3.6.6 infringe any copyright, trade mark or the intellectual property rights of any other person;
  - 3.6.7 be likely to deceive any person;
  - 3.6.8 be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
  - 3.6.9 promote any illegal activity;
  - 3.6.10 be threatening, abuse or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
  - 3.6.11 be likely to harass, upset, embarrass, alarm or annoy any other person;
  - 3.6.12 be used to impersonate any person, or to misrepresent Your identity or affiliation with any person or juristic entity;

- 3.6.13 give the impression that they emanate from Us, if this is not the case;
- 3.6.14 give the impression that they are endorsed by Us; or
- 3.6.15 advocate, promote or assist any unlawful act including, but not limited to copyright infringement or computer misuse.

#### **4. SUSPENSION AND TERMINATION**

- 4.1 Users should report any untrue, inaccurate, illegal and/or harmful Content, or Content in breach of the Content Standards or the GATVOL Terms, appearing on Our Site or the Services. This can be done via the [info@GATVOL.co.za](mailto:info@GATVOL.co.za). We may in Our sole discretion take steps to correct and/or remove any offending Content as soon as reasonably possible after We become aware thereof. If a User has any comments about Our Site or the Services, or believes that there is any untrue, inaccurate, illegal, infringing or harmful Content, or Content in breach of the Content Standards or the GATVOL Terms, on Our Site or the Services, or would like to provide Us with any other feedback, please contact Us at [info@GATVOL.co.za](mailto:info@GATVOL.co.za)
- 4.2 We will determine, in Our sole discretion, whether there has been a breach of the GATVOL Terms through Your use of Our Site. When a breach of the GATVOL Terms has occurred, We may take such action as We deem appropriate, including but not limited to suspension and/or termination of Your registration as a Registered User and any and all remedies listed in clause 4.3 below.
- 4.3 Failure to comply with this Acceptable Use Policy or the Content Standards constitutes a material breach of the GATVOL Terms upon which You are permitted to use Our Site, and may result in Our taking all or any of the following actions:
  - 4.3.1 immediate, temporary or permanent withdrawal of Your right to use Our Site;
  - 4.3.2 immediate, temporary or permanent removal of any posting or material published by You to Our Site or the Services;
  - 4.3.3 issue of a warning to You;
  - 4.3.4 legal proceedings against You for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
  - 4.3.5 further legal action against You;
  - 4.3.6 disclosure of such Content to law enforcement authorities as We reasonably feel is necessary.
- 4.4 We exclude liability for actions taken in response to breaches of this Acceptable Use Policy. The responses described in this policy are not limited, and We may take any other lawful action We reasonably deem appropriate.

#### **5. LIMITATION OF LIABILITY AND INDEMNITY**

We shall not be liable for any breach by You or any other User of the terms of this Acceptable Use Policy or the Content Standards. You indemnify Us against any and all losses, damages, costs or expenses (whether direct or indirect) which We may suffer or incur and all and any claims which may be brought

against Us by any third party in respect of any loss, liability (whether actual, contingent, or otherwise), damage, costs and expenses of any nature whatsoever as a consequence of or which may arise from or be attributable to Your breach of any of the provisions of this Acceptable Use Policy or any act or omission by You under the law applicable in any jurisdiction.

6. **CHANGES TO THE ACCEPTABLE USE POLICY**

We may revise this Acceptable Use Policy and the rest of the GATVOL Terms at any time by amending the relevant pages on Our Site. You are expected to check the pages from time to time in order to take notice of any changes We make, as they are legally binding on You from date of posting. Some of the provisions contained in this Acceptable Use Policy may also be superseded by provisions or notices published elsewhere on Our Site or the Services from time-to-time. We will endeavour to post prior versions (including marked changes) of the Acceptable Use Policy, if any, for the preceding 12-month period. You can see these prior versions of the Acceptable Use Policy by visiting Our Site. We may also, at Our discretion, notify You of such changes, but We are under no obligation to do so and it is Your responsibility to check this page on a regular basis to ensure that You are made aware of the terms of this Acceptable Use Policy as updated from time to time.

7. **GOVERNING LAW AND JURISDICTION**

This legal notice shall be governed by and construed in accordance with the laws of the Republic of South Africa. The parties hereby consent and submit to the exclusive jurisdiction of the North Gauteng High Court of South Africa.

This Acceptable Use Policy was last amended on **29 March 2018**.