

TERMS AND CONDITIONS

1. Agreement

By using the University of Johannesburg ('UJ') Alumni Portal ('the Portal') you:

- enter into a legally binding agreement with UJ, which agreement is governed by South African law,
- acknowledge that you have read and understood these terms and conditions,
- acknowledge that you agree to these terms and conditions.

If you do not agree to any of these terms and conditions you should immediately exit the Portal.

2. Registration

2.1 In order to make full use of the Portal you will need to register with UJ, using the registration facilities provided. This will require you to disclose certain information to UJ, and this disclosure will be regulated by clause 6 (Privacy). You warrant that the information which you disclose to UJ is true and correct.

2.2 Once you register, UJ will provide you with a User ID and Password. You are required to keep this information secret. You warrant that you will not allow anyone else to use this information.

3. Materials appearing on the portal

3.1 If you load materials onto the Portal you:

3.1.1 Warrant that you own the intellectual property and other rights to the materials, alternatively that you have been granted the rights to load the materials onto the Portal and grant UJ the rights set out in 3.1.2 below.

3.1.2 Grant UJ a perpetual, royalty-free licence to use the materials on the Portal

3.1.3 Warrant that the materials are not racist, sexist or in any other way offensive or immoral.

3.2 If you use the materials appearing on the Portal you:

3.2.1 Acknowledge that all the intellectual property and other rights existing in the Portal and the materials appearing on it belong to UJ and / or its contributors.

3.2.2 Acknowledge that you have no rights to the materials appearing on the Portal other than the right to download them for personal, non-commercial use, and you undertake not to use the materials in any other way.

3.2.3 Understand that if you wish to acquire any further rights, you can apply for such authority by sending an e-mail request to UJ. If UJ fails to respond to such a request, this will not be deemed to be consent.

4. Warranties and limitation of liability

4.1 UJ makes no representations or warranties about the Portal and/or any of the materials appearing on it.

4.2 You use the Portal at your own risk. UJ will not be responsible for any loss or damage, including consequential loss or damage, which you may sustain as a result of your use of, or reliance upon, the Portal and/ or the materials appearing on it.

4.3 You indemnify and agree to hold harmless UJ for any claims which may be brought against it arising out of your use of the Portal and/ or the materials appearing on it, and/or arising out of the appearance of materials which you have loaded onto the Portal.

5. Advertisement and Links

The Portal may contain advertisements and/or links to the sites of third parties. UJ does not endorse these advertisements and/or sites, and makes no warranties or representations about them. UJ will not be responsible for any loss or damage, including consequential loss or damage, which you may sustain as a result of your reliance upon and/or use of advertisements and/or third party websites.

6. Privacy and Security of Information

- 6.1 UJ respects the privacy of your personal information. UJ therefore undertakes to take all reasonable steps to protect and keep confidential any information which you disclose to it. UJ will only use information which you have disclosed to it for the purposes of operating the Portal. UJ will only disclose such information to third parties if you request it in writing to do so, or if it is legally obliged to do so.
- 6.2 Although UJ will take all reasonable steps to ensure the security of the information which you disclose to it, it cannot warrant the security of that information and it will not be liable for any loss or damage which you may suffer as a result of any breach of, or shortcoming in, security.
- 6.3 In the event that you subscribe to any electronic publication advertised or referred to in the Portal, you will be given the option to unsubscribe at any time.

7. Changes to terms

UJ can amend these terms and conditions at any time, and if you use this Portal after any such change has been published, you are deemed to have been aware of and agreed to that change, and you will be bound by it.