

## **TERMS AND CONDITIONS OF USE**

### **1. Introduction**

- 1.1 This Website is owned and operated by the South African Wind Energy Association (hereinafter referred to as "SAWEA"). These terms and conditions - regulate the use of SAWEA's website (hereinafter referred to as "*the Website*").
- 1.2 Any person accessing the Website is subject to and agrees to these terms and conditions. If the User does not wish to be bound by these terms and conditions, the User may not access, display, use, download and/or otherwise copy or distribute content obtained from the Website.

### **2. Definitions**

- 2.1 In these terms and conditions, "*User*," "*You*," and "*Your*" refer to any individual who uses the Website.

### **3. Information on the Website and disclaimer from liability**

1. While every effort is made to update the information contained on the Website, neither SAWEA nor any third party or data or content provider make any representations or warranties, whether express or implied, as to the sequence, accuracy, completeness or reliability of information, opinions, data and/or content contained on the Website.
2. The information on the Website is intended to provide general information. It is the sole responsibility of the User to satisfy itself prior to accessing the Website that the Website will meet the User's requirements and be compatible with the User's hardware and/or software.
3. Information, ideas and opinions expressed on the Website should not be regarded as professional advice or the official opinion of SAWEA.
4. The User is encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on the Website.
5. SAWEA makes no representations or warranties, implied or otherwise, that, *inter alia*, the content available on the Website is free from errors or omissions or will meet any particular criteria of performance or quality. The Website is provided '*as is*'.
6. SAWEA expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. It makes no express or implied representations or warranties regarding the content of the Website and that the Website has been compiled or supplied to meet the User's requirements. The User is encouraged to report any possible errors, malfunctions or offensive material to SAWEA.
7. The use of the content of the Website is at the User's own risk. The User assumes full responsibility and risk of loss resulting from the use of the content of the Website. SAWEA will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of any information contained on, or the use of, the Website.
8. These provisions are severable from the other and if and of the aforementioned provisions is found not to be enforceable for any reason, the remainder shall nonetheless continue to apply and be enforceable.

### **4. Intellectual Property**

- 4.1. The trademarks, names, logos and service marks (collectively "*trademarks*") displayed on this Website are registered and unregistered trademarks of SAWEA. Nothing contained on this Website should be construed as granting any license or right to use any trademark without the prior written permission of SAWEA.
- 4.2. All content and data including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, program, publications, products, processed, or ideas described on the Website may be the subject of the

trademarks and proprietary to SAWEA and as such are protected from infringement by South African Law and international treaties and conventions. Subject to the rights afforded to the User herein, all other rights to all intellectual property on the Website are expressly reserved.

## 5. **External Links**

- 5.1 External links may be provided for your convenience, but they are beyond the control of SAWEA and no representation is made as to their content. The inclusion of any link does not imply SAWEA's endorsement of such sites. Linked websites or pages are not subject to the control of SAWEA. SAWEA is not responsible or liable, directly or indirectly, in any way for the content, use, or inability to use or access any linked websites or any links contained in a linked website.

## 6. **Public Forums and User Submissions**

- 6.1 SAWEA is not responsible for any material submitted to the public areas by you (which include bulletin boards, hosted pages, chat rooms, or any other public area found on the Website).

## 7. **Specific Use**

- 7.1 You agree not to use the Website for any other purpose than that expressed herein or to send, post or attach in any way or manner any message, material or thing that is unlawful, harassing, defamatory, abusive, indecent, threatening, harmful, vulgar, obscene, sexually oriented, racially offensive, profane, pornographic or violates any applicable law.

## 8. **Governing Law**

- 8.1 Nothing contained herein creates or is intended to create a contract or agreement between SAWEA and the User visiting the Website. These Terms and Conditions in all respects shall be governed by and construed under the laws of the Republic of South Africa.

## 9. **Changes to These Terms**

- 9.1 SAWEA reserves the right to change, modify, add or remove portions or the whole of these terms and conditions of use from time to time. Changes to these terms and conditions of use will take effect upon such changes being posted to the Website. It is the User's obligation to periodically check these terms and conditions of use at the Website for changes or updates. The User's continued use of the 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 of use, including such changes or updates.

## 10. **Privacy**

### 10.1. Introduction

A User may visit the Website without providing any personal information but agrees to the use of such data in accordance with this privacy statement. The Website may contain links which may not be governed by this privacy statement. If an user has any questions or concerns regarding this privacy statement or the user's privacy while using the Website, kindly contact SAWEA.

### 10.2. Cookies policy

SAWEA may use cookies (small text files stored in a user's browser) or web beacons (electronic images that allow the Website to count users who have accessed a particular page and to access certain cookies) to ensure that the website is well managed and to facilitate improvement of the site or to collect aggregate data. SAWEA may use such devices from time to time to track information on its systems and identify categories of users by items such as IP addresses, domains, browser types and pages visited. This information is used to analyse the number of users of different areas of the Website and to ensure that the Website is serving as a useful and

effective information source. Neither cookies nor web beacons collect personal information such as the user's name or e-mail address. A user may reject cookies as most browsers permit individuals to decline cookies. Under certain circumstances, users may be denied access to some parts of the Website if their browsers are set to decline cookies.

### 10.3. Personal information use

Personal information is used only for limited purposes such as when a user registers with the Website to request future communications about SAWEA's areas of interest. SAWEA may use this information to create a personal profile to customise its response to further requests or enquiries and to improve the Website. When a user chooses to register online for a SAWEA-hosted event, SAWEA will use the information the user submitted to respond to the user. In addition, the web administrator may, when necessary, use a user's information for various site-related tasks. SAWEA will ensure that any marketing activities comply with applicable law and that it is implemented with procedures to obtain SAWEA's services. The user may at any time request that SAWEA discontinues sending such material to the user.

### 10.4. Disclosure to third parties

Although SAWEA may provide users' information to service-providers that manages information on its behalf, it will usually not share the information with third parties or other entities for secondary or unrelated purposes, unless otherwise disclosed at the point of collection. Where appropriate, personal information may be disclosed to law enforcement, regulatory or other government agencies, or third parties where necessary or desirable to comply with legal or regulatory obligations or requests.

### 10.5. Access to personal information

If personal information has been submitted to the Website, the user that wishes to review its personal information may do so by requesting such a review from SAWEA. A User will be able to access its user profile to correct and update its details.

## 11. **Contact Information**

### 11.1 If you have any questions or concerns about these terms and conditions or want to provide any feedback, please contact us at:

South African Wind Energy Association  
Suite 2  
2 Hood Avenue  
Rosebank  
South Africa  
admin@sawea.co.za  
010 006 7088

The website address: [www.sawea.org.za](http://www.sawea.org.za)