

Pollution Research Group (UKZN) – Terms and Conditions



November 2017 | Version 1.0

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Privacy Policy

1. Introduction

Welcome to our privacy policy. We are the Pollution Research Group (UKZN) and this is our plan of action when it comes to protecting your privacy. We respect your privacy and take the protection of personal information very seriously. The purpose of this policy is to describe the way that we collect, store, use, and protect information that can be associated with you or another specific natural or juristic person and can be used to identify you or that person. (personal information).

This policy applies to visitors to our website prg.ukzn.ac.za and customers using our portal prg-durban.org.za.

2. Our privacy principles

- We are the custodians of your personal information;
- We believe that more transparency is better than less;
- Our products are easy to use and understand, which benefits our customers;
- You can easily access your information from any device;
- Anything you send through livechat on our portal or website is private;
- Anything you post in our portal can be viewed by other users of our service; and
- We moderate all content uploaded to our forums and we will delete content that is not applicable to this service.

3. Audience

This policy applies to you if you are:

- a visitor to our website; or
- a customer who has registered for the goods or services that we provide; or
- a user of our goods and services.

4. Personal information

4.1. Personal information *includes*:

- certain information that we collect automatically when you visit our website;
- certain information collected on registration via our portal;
- certain information collected on submission; and
- optional information that you provide to us voluntarily;

4.2. but *excludes*:

- information that has been made anonymous so that it does not identify a specific person;
- permanently de-identified information that does not relate or cannot be traced back to you specifically;
- non-personal statistical information collected and compiled by us; and
- information that you have provided voluntarily in an open, public environment or forum including any blog, chat room, community, classifieds, or discussion board (because the information has been disclosed in a public forum, it is no longer confidential and does not constitute personal information subject to protection under this policy). For example, if you post information on the forum other users will be able to use it and it will no longer be confidential information.

4.3. *Common examples*

Common examples of the types of personal information which we may collect and process include your:

- **identifying information** – such as your name, or date of birth;
- **contact information** – such as your phone number or email address;
- **address information** – such as your physical or postal address;
- **demographic information** – such as your gender.

5. Acceptance

5.1. *Acceptance required*

You must accept all the terms of this policy when you register for, or use any of our goods or services. If you do not agree with anything in this policy, then you may not register for, or use any of our services.

5.2. *Legal capacity*

You may not register for our goods or services if you are younger than 18 years old or do not have a matric level understanding of physics, mathematics and chemistry.

5.3. *Deemed acceptance*

By accepting this policy, you are deemed to have read, understood, accepted, and agreed to be bound by all of its terms.

5.4. *Your obligations*

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You may only send us your own personal information or the information of another data subject where you have their permission to do so.

5.5. **Changes**

We may change the terms of this policy at any time by updating this web page. We will notify you of any changes by placing a notice in a prominent place on the website or by sending you an email detailing the changes that we have made and indicating the date that they were last updated. If you do not agree with the changes, then you must stop using the website and our goods or services. If you continue to use the website, you will be deemed to have accepted the updated terms.

6. **Collection**

6.1. **On registration**

Once you register on our website, you will no longer be anonymous to us. You will provide us with certain personal information when you register on our website.

This personal information will include:

- your name and surname;
- your email address;
- your telephone number;
- your occupation;
- your nationality;
- your country and town of residence;
- your experience within this field of Faecal Sludge Management;
- your username and password;

We will use this personal information to fulfil your account, provide additional services and information to you as we reasonably think appropriate, and for any other purposes set out in this policy.

The PRG reserves the right to admit/deny registration onto the course

6.2. **On order**

When you register for any goods or services from us, you will be asked to provide us with additional information on a voluntary basis (goods information or services information).

6.3. **From browser**

We automatically receive and record Internet usage information on our server logs from your browser, such as your Internet Protocol address (IP address), browsing habits, click patterns, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the website, and the dates and times that you visit the website, paths taken, and time spent on sites and pages within the website (usage information). Please note that other websites visited before entering our website might place personal information within your URL during a visit to it, and we have no control over such websites. Accordingly, a subsequent website that collects URL information may log some personal information.

6.4. **Cookies**

We may place small text files called 'cookies' on your device when you visit our website. These files do not contain personal information, but they do contain a personal identifier allowing us to associate your personal information with a certain device. These files serve a number of useful purposes for you, including:

- granting you access to age restricted content;
- tailoring our website's functionality to you personally by letting us remember your preferences;
- improving how our website performs;
- allowing third parties to provide services to our website; and
- helping us deliver targeted advertising where appropriate in compliance with the applicable laws.

Your internet browser generally accepts cookies automatically, but you can often change this setting to stop accepting them. You can also delete cookies manually. However, no longer accepting cookies or deleting them will prevent you from accessing certain aspects of our website where cookies are necessary. Many websites use cookies and you can find out more about them at www.allaboutcookies.org.

6.5. **Third party cookies**

Some of our business partners use their own cookies or widgets on our website. We have no access to or control over them. Information collected by any of those cookies or widgets is governed by the privacy policy of the company that created it, and not by us.

6.6. **Web beacons**

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Our website may contain electronic image requests (called a **single-pixel gif** or **web beacon request**) that allow us to count page views and to access cookies. Any electronic image viewed as part of a web page (including an ad banner) can act as a web beacon. Our web beacons do not collect, gather, monitor or share any of your personal information. We merely use them to compile anonymous information about our website.

6.7. **Optional details**

You may also provide additional information to us on a voluntary basis. This includes content or products that you decide to upload or download from our website or when you enter competitions, take advantage of promotions, respond to surveys, order certain additional goods or services, or otherwise use the optional features (like course forums and livechat) and functionality of our website.

6.8. **Recording calls**

We may monitor and record any telephone calls that you make to us, unless you specifically request us not to.

6.9. **Purpose for collection**

We may use or process any goods information, services information, or optional information that you provide to us for the purposes that you indicated when you agreed to provide it to us. Processing includes gathering your personal information, disclosing it, and combining it with other personal information. We generally collect and process your personal information for various purposes, including:

- **goods purposes** – such as collecting orders for, supplying, and supporting our goods;
- **services purposes** – such as collecting orders for and providing our services;
- **marketing purposes** – such as pursuing lawful related marketing activities;
- **business purposes** – such as internal audit, accounting, business planning, and joint ventures, disposals of business, or other proposed and actual transactions; and
- **legal purposes** – such as handling claims, complying with regulations, or pursuing good governance.

We may use your usage information for the purposes described above and to:

- remember your information so that you will not have to re-enter it during your visit or the next time you access the website;
- monitor website usage metrics such as total number of visitors and pages accessed; and
- track your entries, submissions, and status in any promotions or other activities in connection with your usage of the website.

6.10. **Consent to collection**

We will obtain your consent to collect personal information:

- in accordance with applicable law;
- when you provide us with any registration information or optional information.

7. **Use**

7.1. **Our obligations**

We may use your personal information to fulfil our obligations to you.

7.2. **Messages and updates**

We may send administrative messages and email updates to you about the website. We may wish to provide you with information about new goods or services in which we think you may be interested. This means that in some cases, we may also send you primarily promotional messages. We will not send you promotional messages unless you have chosen to opt-into them. But, we may send you one message asking you to opt-into promotional messages without you having opted-into promotional messages.

7.3. **Targeted content**

While you are logged into the website, we may display targeted adverts and other relevant information based on your personal information. In a completely automated process, computers process the personal information and match it to adverts or related information. We never share personal information with any advertiser, unless you specifically provide us with your consent to do so. Advertisers receive a record of the total number of impressions and clicks for each advert. They do not receive any personal information. If you click on an advert, we may send a referring URL to the advertiser's website identifying that a customer is visiting from the website. We do not send personal information to advertisers with the referring URL. Once you are on the advertiser's website however, the advertiser is able to collect your personal information.

8. **Disclosure**

8.1. **Sharing**

We may share your personal information with:

- other divisions or companies within the group of companies to which we belong so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about our products, services, and communications (they will only use this information to send you marketing communications if you have requested their goods or services);
- your organisation (e.g. your school or guardian) in which case we will seek to require your organisation to honour this privacy

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policy;

- our goods suppliers or service providers under contract who help supply certain goods or help with parts of our business operations, including fraud prevention, bill collection, marketing, technology services (our contracts dictate that these goods suppliers or service providers only use your information in connection with the goods they supply or services they perform for us and not for their own benefit); and
- other third parties who provide us with relevant services where appropriate.

8.2. **Regulators**

We may disclose your personal information as required by law or governmental audit.

8.3. **Law enforcement**

We may disclose personal information if required:

- by a subpoena or court order;
- to comply with any law;
- to protect the safety of any individual or the general public; and
- to prevent violation of our terms.

8.4. **No selling**

We will not sell personal information. No personal information will be disclosed to anyone except as provided in this privacy policy.

8.5. **Marketing purposes**

- We may disclose aggregate statistics (information about the customer population in general terms) about the personal information to advertisers or business partners.
- During our marketing campaigns we may use comments you provide in the forum or on the website to advertise our services. You will not receive any remuneration for this marketing.
- We may take photographs during our physical courses and you consent to us using them for marketing purposes.

8.6. **Employees**

We may need to disclose personal information to our employees that require the personal information to do their jobs. These include our responsible management, human resources, accounting, audit, compliance, information technology, or other personnel.

8.7. **Change of ownership**

If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights to the personal information we process to a successor, purchaser, or separate entity. We will disclose the transfer on the website. If you are concerned about your personal information migrating to a new owner, you may request us to delete your personal information.

9. **Security**

We take the security of personal information very seriously and always do our best to comply with applicable data protection laws. Our hosting company will host our website in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorise access to personal information only for those employees who require it to fulfil their job responsibilities. We implement disaster recovery procedures where appropriate.

10. **Accurate and up to date**

We will try to keep the personal information we collect as accurate, complete and up to date as is necessary for the purposes defined in this policy. From time to time we may request you to update your personal information on the website. You are able to review or update any personal information that we hold on you by accessing your account online, emailing us, or phoning us. Please note that in order to better protect you and safeguard your personal information, we take steps to verify your identity before granting you access to your account or making any corrections to your personal information.

11. **Retention**

We will only retain your personal information for as long as it is necessary to fulfil the purposes explicitly set out in this policy, unless:

- retention of the record is required or authorised by law; or
- you have consented to the retention of the record.

During the period of retention, we will continue to abide by our non-disclosure obligations and will not share or sell your personal information. We may retain your personal information in physical or electronic records at our discretion.

12. **Transfer of personal information outside of South Africa**

We may transmit or transfer personal information outside South Africa to a foreign country. Personal information may be stored on servers located outside South Africa in a foreign country whose laws protecting personal information may not be as stringent as the laws in South Africa. You consent to us processing your personal information in a foreign country whose laws regarding processing of personal information may be less stringent.

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13. Updating or removing

You may choose to correct or update the personal information you have submitted to us, by contacting us by phone or email or live chat or by updating your profile on our portal.

14. Limitation

We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies or practices of linked or any third party websites.

15. Enquiries

If you have any questions or concerns arising from this privacy policy or the way in which we handle personal information, please contact us at info@prg-durban.org.za or at our mailing address:

- Pollution Research Group
Chemical Engineering
University of KwaZulu-Natal
Durban 4041
South Africa

Security Policy

1. Introduction

There is no such thing as “perfect security”. We have to compromise between increased levels of security and the convenience to you in transacting with us.

2. Our security responsibilities

We will ensure that:

- we host our website in a secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders.
- regular backups of data are performed to ensure it can be recovered in the case of a disaster.

3. Our security disclaimers

Please note the following:

- We will use all reasonable endeavours to ensure that our website and your information is not compromised. However, we cannot guarantee that no harmful code will enter our website (for example viruses, bugs, trojan horses, spyware or adware). You should be aware of the risks associated with using websites (addressed below).
- If you experience a problem or loss that is caused by information you provided to us, your computer being compromised in some way or by something beyond our control, we cannot take responsibility for causing the problem. We will, however, do our best to help you if we can.

4. Your security responsibilities

4.1 **Recommended steps.** You should:

- Install and activate appropriate security software on your computer. This should include anti-virus, anti-spyware and anti-spam software.
- Run regular scans of your computer for viruses.
- Update your security software to ensure you are always running the current version.

4.2 **Additional steps.** Other steps you should take to help protect your computer include:

- Check your Internet browser’s security settings for ways to make your browsing more secure.
- Make sure that you have entered secure pages when filling in your credit card details. Look for a small yellow lock commonly seen at the bottom right of your browser and http changes to https on the address bar.
- Sign out after you have transacted electronically.

5. Protecting your password

You should:

- Never share your password with anyone.
- Never send your password via email.
- Make your password as strong as possible.

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6. Phishing

- 6.1 **Secure URL.** You must only log in to your account from a page that begins with <https://prg-durban.org.za>.
- 6.2 **No confirmation through links.** We will never ask you to confirm your username and password or other sensitive information by clicking on any links in an email other than the email link we send you at registration to verify your email address. Be aware of “phishing” attacks where criminals attempt to obtain your sensitive information by sending you an email, masquerading as an email from us, asking you to access your account or verify information via links in the email, or diverting you to a fake Advantage Learn website. Please report any suspected phishing attacks to us immediately to prevent any harm to you or other users.

7. Contact us

You must report any suspicious or unauthorised activity relating to your use of <https://prg-durban.org.za> by contacting us. This will help us make our website as secure as we can.

8. Our right to take action

We reserve the right to take whatever action we may deem necessary at any time to preserve the security and reliable operation of our system. You undertake not to do (or permit anything to be done) that may compromise the system under our control.

Website Terms of Use

1. Introduction

These are the general terms of the relationship between you and us. The terms cover all use of this website. You agree to be legally bound by the terms by visiting and using this website. Please do not use the website if you do not agree to the terms.

2. Definitions and interpretation

2.1. Definitions. In the agreement:

terms mean the terms, consisting of:

- these terms of use; and
- any other relevant specific terms, policies, disclaimers, rules, and notices agreed between the parties, (including any that may be applicable to a specific section or module of the website);

we, us, or our means our organisation, the owner of the website. It includes our officers, agents, employees, owners, co-branders, and associates where the terms limit or exclude our liability;

website means prg.ukzn.ac.za and prg-durban.org.za;

you or your means any visitor to this website, including any other person, website, business, or agent (including any virtual or robotic agent) associated with the visitor.

2.2. Interpretation

If the meaning of any general terms conflicts with any other relevant specific terms, the specific terms will apply. Specific terms apply to a specific section of the website or have been specifically agreed between you and us.

3. Use of this website

3.1. User Conduct

You are responsible for your conduct on the website and when you are using any of our service portals. We do not tolerate bullying, hate speech, any form of violence and any inappropriate material on our site. You must exercise the same degree of care when you are posting comments in any of the forums.

3.2. Moderation

All content posted on the site or in forums will be moderated by us. We reserve the right to remove any material that goes against the purpose of our business and that may be harmful to our users.

3.3. Licence

We grant you a limited licence to use this website on these terms. We may cancel your licence at any time for any reason. Your licence is automatically cancelled if you do not get our written permission before using this website in a way these terms do not allow.

3.4. Breach

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If you breach any of the terms or infringe any other person's rights (including copyright), we may cancel your licence, block you from using the website, claim specific performance or damages against you, and take any other steps the law allows, without affecting our rights.

3.5. **Framing and linking**

You may not frame this website or any of its pages. You may only link to the home page of this website. You may not deep link (link to any other page) or link in any way that could suggest that we endorse or support you, or that you have any rights in our website or intellectual property, unless we have given you written permission to do so.

3.6. **Virtual agents**

You may not use any technology (including spiders, crawlers, bots, and similar virtual agents) to search or gain any information from this website, unless we have given you written permission to do so.

4. **Capacity**

You promise that you are entitled to visit this website and agree to the terms because you:

- are at least 18, and have the legal right and capacity to do so; or
- are not 18 yet, but have permission from your parent (or legal guardian) to do so.

5. **Accurate information**

You promise that you will only give accurate information to us and this website.

6. **Intellectual property**

6.1. **Ownership**

Except as provided to the contrary in the agreement, all rights, title, interest, and ownership (including all rights under all copyright, patent, and other intellectual property laws) in, or of this website are our sole property or will vest in us or a third party licensor. All moral rights are reserved.

6.2. **Trademarks**

Our logo and sub-logos, marks, and trade names are our trademarks and no person may use them without our permission. Any other trademark or trade name that may appear on our marketing material is the property of its respective owner.

6.3. **Restrictions**

Except as expressly permitted under the agreement, the website may not be:

- modified or used to make derivative works;
- rented, leased, loaned, sold or assigned;
- reverse engineered or copied; or
- reproduced or distributed.

7. **Limits to our liability**

7.1. **Own risk**

We provide the website "as is". We do not give any express or implied warranty or make any other promise about this website. For example, we do not warrant that it is good quality, fit for any particular purpose, accurate, complete, up-to-date, legally effective or secure. We also do not warrant that it is free of latent defects, errors, malicious software or infringing content, or that you will have quiet or uninterrupted use of it.

7.2. **Indemnity**

You indemnify (or promise to protect) us against any claim, demand, loss, damage, cost, or liability (including reasonable attorneys' fees) related to your use of this website.

7.3. **Faults**

We will do our best to fix any fault in this website as soon as reasonably practical after we find out about it. This is the limit of our responsibility and liability for any fault in the website.

7.4. **Direct damages limited**

If the previous clause does not apply for any reason, our maximum liability to you for all claims for direct damages is R100. This limit applies whether a claim is based on contract, delict (tort) or any other legal cause of action.

7.5. **Indirect damages**

We will never be responsible for any indirect or consequential damages or losses, even if we should have foreseen them. These may include any loss of profit, loss of goodwill, loss of use or damages related to lost or damaged data.

7.6. **Other websites**

We are not responsible for anyone else's website.

8. **General**

8.1. **Changes to website**

We may change or stop publishing this website without notice and will not be responsible for any consequences.

8.2. **Changes to terms**

We may change the terms at any time by placing a notice on this website or updating this web page. If you do not agree with the change, you must stop using this website or the changed terms will apply to you.

8.3. **Facts about website**

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If an administrator of this website signs a letter confirming any fact related to the website, that letter is conclusive proof of its contents. These may include the version of the terms that apply to any dispute, or what content or functions the website had at a particular time or date.

8.4. **Waiver**

We do not ever waive (give up) our rights, even if we allow you any favour or extension of time, or we delay enforcing our rights against you.

8.5. **Severability**

Any term that is invalid, illegal, or cannot be enforced must be regarded as deleted. The remaining terms continue as intended.

8.6. **Law and jurisdiction**

South African law and conditions (such as time and date) govern the terms. Only the South African courts may decide any dispute about the terms.