



TERMS AND CONDITIONS

THE ELECTORAL INSTITUTE FOR SUSTAINABLE DEMOCRACY IN AFRICA (“EISA”)

1. WEBSITE DETAILS

The ELECTORAL INSTITUTE FOR SUSTAINABLE DEMOCRACY IN AFRICA (“EISA”) website at www.eisa.org.za is owned and operated by EISA, a Section 21 Company registered in the Republic of South Africa under registration number 1996/008257/08 with its registered office at 14 Park Road, Richmond, 2092. The EISA website is provided to you free of charge for your personal use, subject to these Terms and Conditions, together with our Privacy Policy.

2. TERMS AND CONDITIONS

These terms and conditions apply to your use of this website. By you utilising this website, you acknowledge that you have read and understood these Terms and Conditions and agreed to be bound by them. They represent our entire agreement with you and supersedes all prior terms, conditions, warranties and/or acquisition to the extent permitted by law. Should you not agree to be bound by these Terms and Conditions, please do not utilise our website.

3. INTELLECTUAL PROPERTY RIGHTS

All Content, Trade Marks and Data on this website, including but not limited to databases, graphics, software, text, icons, hyperlinks, are the property of or licensed to EISA and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to you herein, all other rights to all Intellectual Property on this website is expressly reserved.

4. CHANGES AND AMENDMENT

EISA may sporadically update or change the Terms and Conditions without prior notice to you. You should check these Terms and Conditions from time to time as your continued utilisation of the EISA website will mean you accept any update or revised Terms and Conditions.

5. USE OF THE EISA WEBSITE

5.1 You are entitled to browse our website for your own information and purposes only. None of the content of the EISA website may be utilised without due reference and acknowledgement. The unauthorised copying, reproduction, distribution or variation of the content of the EISA website without written consent from EISA is strictly prohibited.

5.2 EISA has taken every care in the preparation of the content of its website, however, to the extent permitted by law, EISA does not represent or warrant the accuracy or reliability of any of the information or content about any services or software contained on, or linked, downloaded, distributed through or accessed from the EISA website.

5.3 EISA reserves the right to suspend its website or any part thereof if EISA, in its sole and absolute discretion, determines that you are not utilising the EISA website in compliance with these Terms and Conditions.

6. LIMITATIONS AND CONDITIONS

6.1 The EISA website is intended for your personal use only. You may not authorise others to use the EISA website and should you do so, you are responsible for all use of the website by you and by those you allow to use, or provide access to, you may not impersonate, pretend to be somebody else or imitate somebody else when utilising the EISA website.

6.2 You may not interfere with any other individual's use or enjoyment of the EISA website.

7. PRIVACY POLICY

EISA's Privacy Policy can be viewed under a separate tab on the EISA website.

8. LINKING AND FRAMING

8.1 The EISA website contains certain links which would lead you to other websites which are not under the control of EISA. When any of the linked websites are activated, you will leave the EISA website and EISA has no control over and will not accept responsibility or liability whatsoever for any content, material or service contained on any website which is not under the control of EISA. It is specifically recorded that the existence of such links on our website do not represent any endorsement or other acceptance of responsibility or liability by EISA for any services provided, or information available on such website.

8.2 EISA makes no representation, or warranties in respect of any attempt by it to review the content of websites to which it provides links and as such, accepts no responsibility whatsoever for the accuracy, copyright compliance, quality of information, legality, as contained in the websites or any materials, nor warrants nor endorses any advertising of any advertising of third parties carried on the services nor through the provisions of links to that carried on other websites.

8.3 The links which are included on the EISA website, are there to provide relevant and useful information for people interested in topics related to the fields of democracy and elections.

8.4 It is expressly prohibited for any person or entity or website to frame any page on this EISA website, including their home page in any way whatsoever, without the prior written consent of EISA.

9. ACCURACY OF WEBSITE CONTENT

9.1 All reasonable steps have been taken to ensure that the information on the EISA website is accurate and up to date. However, EISA does not warrant that the content or information displayed is always accurate, complete

and/or current. Should you as a user note any inconsistency or inaccuracy, please let us know and contact us on eisa@eisa.org.za.

10. DATABASE OF EXPERTS AND OBSERVERS

- 10.1 The purpose of our Database of electoral experts and observers is to store the Personal Information of individuals who express an interest in being enlisted on EISA's roster of electoral experts and observers and to facilitate its future recruitment of thematic experts and election observers.
- 10.2 The use of the Database is solely at your own risk. EISA makes no representation or warranty of any kind, whether express or implied.
- 10.3 EISA does not warrant that the information therein contained is true and accurate.
- 10.4 Individual users warrant and certify that information uploaded to the database is true and accurate.
- 10.5 While every reasonable effort is made to maintain accurate information on the Database based on information uploaded by individual users, EISA accepts no responsibility for any errors or omissions or for direct or indirect damage as a result of the usage of the content on the Database.
- 10.6 User's are responsible for the safe keeping of their own passwords.
- 10.7 EISA, its representatives, staff, agent or affiliate will never request a User's password and same should never be disclosed to any third party. The use of the Database is at your own risk. You assume all responsibility and risk of loss resulting from the use of the Database platform.
- 10.8 It is specifically recorded that uploading your Personal Information onto the Database, is not to be construed as an offer of employment, nor a place on an EISA election observation mission, nor a request for your services. EISA cannot and does not guarantee recruitment will result from your inclusion in the Database.

10.9 The placement of your Personal Information on EISA's Database is voluntary. In addition thereto, there are no costs which are levied for individuals who place their Personal Information on the EISA Database.

11. SECURITY OF INFORMATION

11.1 Further information relating to security is set out in EISA's Privacy Policy. EISA's Privacy Policy can be viewed under a separate tab on the EISA website.

12. EVENTS

12.1 All photographs taken of all persons at any EISA event including but not limited to conferences, gatherings, workshops, observation missions and symposiums is strictly the property of EISA and can be used by EISA in any way it deems fit in accordance with all applicable legislation. EISA's use of photographs includes but is not limited to the following purposes: for publicity of its events on its website and social media platforms, to showcase EISA's work in its reports and publications and inclusion in its training materials. In this regard, EISA undertakes not to use any photographs of any person in a defamatory manner.

12.2 By attending at an EISA event including but not limited to conferences, gatherings and symposiums, you agree and consent to EISA using your photographs as aforementioned and you agree to waive any claim you may have against EISA for any damages that may flow from the usage of such photographs.

13. DISCLAIMER AND LIMITATION OF LIABILITY

13.1 The use of the EISA website and database is solely at your own risk. EISA make no representations or warranty of any kind, whether express or implied. EISA do not warrant that the functions provided by the EISA website will be uninterrupted or error free, or that the EISA website or services that make them available are free from viruses or other harmful components.

- 13.2 EISA accept no liability to the extent permitted by law, for any direct, indirect, incidental or special or consequential loss or damage of any kind whatsoever or howsoever caused arising from the access or use of the EISA website. You agree to the extent permitted by law to indemnify EISA against any loss or damage suffered or liability incurred by reason of any act or omission on your part or that of any third party acting on your behalf in connection with your use of the EISA website.
- 13.3 EISA makes no representation or warranty of any kind, whether express or implied with regard to the accuracy of the Persona Information placed on the Database.
- 13.4 EISA will accept no liability to the extent permitted by law, for direct, indirect, incidental, special or consequential loss or damage of any kind of whatsoever cause arising from the use of the EISA Database.

14. INTELLECTUAL PROPERTY

- 14.1 All rights including copyright and other Intellectual Property rights embodied in any logo, text, images, audio, video or other material created by EISA that is on the EISA website is owned by or licensed to EISA.
- 14.2 You agree to sign a document as EISA may reasonably require in order to assign any right that you may acquire in the content of the EISA website. You further agree to waive any moral rights in such content.
- 14.3 You are not entitled to utilise any information on the EISA website save for your personal and lawful use. The unauthorised use of information on the EISA website (including these Terms and Conditions), constitutes an unlawful infringement of EISA's Intellectual Property rights.

15. SEVERABILITY

- 15.1 In the event that any clause contained in these Terms and Conditions is invalid or unenforceable, then such clause shall not affect the validity or enforceability insofar as the remaining clauses of these Terms and Conditions are concerned.

15.2 All data and information communicated from the EISA website belongs solely to EISA.

16. APPLICABLE AND GOVERNING LAW

16.1 The EISA website and database are hosted, controlled and operated from the Republic of South Africa and is thus governed by the Laws of the Republic of South Africa.