



OSC – GRESIS: WEBSITE GENERAL TERMS AND CONDITIONS

IF YOU DO NOT WISH TO BE BOUND BY THESE GENERAL TERMS
AND CONDITIONS, YOU ARE PROHIBITED FROM ACCESSING
AND USING THIS WEBSITE.

www.osc.int

1. PARTIES

- 1.1 The Parties to this Agreement will be you, the User (“You”) and OSC, the owner of this Website.
- 1.2 These General Terms and Conditions, including the related Member specific terms and conditions, including the Author and Institution Terms and Conditions, together with the supporting Policies, shall govern the relationship between the Parties.
- 1.3 The Authorized User will be subject to these General Terms and Conditions.

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3. RIGHT OF USE

- 3.1 Any use or access to this Website shall be governed by the provisions of these General Terms and Conditions. You agree by accessing this Website and also by using this Website that you will be bound by these General Terms and Conditions. If you do not wish to be bound by these General Terms and Conditions, you are prohibited from accessing and using this Website.
- 3.2 If you are using this Website on behalf of a company, Institution or other legal entity, you are nevertheless individually bound by these General Terms and Conditions, even if your company, Institution, or other entity has a separate agreement with OSC.
- 3.3 By accessing and using this Website, and also by submitting your details to this Website, you acknowledge that you have read and understood these General Terms and Conditions and that you agree to be bound to these General Terms and Conditions, as well as the aforesaid related Member General Terms and Conditions (Author and Institution) and Policies, as reflected on this Website.

4. INTRODUCTION

- 4.1 Welcome to the GreSIS Website, an innovative digital platform created and owned by OSC.
- 4.2 GreSIS is a collaborative hub and platform dedicated to providing access to and facilitating the compilation of knowledge from the Global South.
- 4.3 Our mission is to provide a central platform for transdisciplinary knowledge, and to facilitate collaboration among scholars, practitioners, and policymakers from across the Global South.
- 4.4 The GreSIS Website serves as a source of academic, non-academic, and endogenous knowledge that seeks to meet the diverse needs of researchers, educators, students, policymakers, and practitioners across the Global South.
- 4.5 The GreSIS Website also seeks to cater for the needs of academic institutions, civil society organisations, and governmental institutions in the Global South.

5. DEFINITIONS

- 5.1 “Author” means an authorized author member, who has registered on the Website.

- 5.2 “Authorized User” means a User who has registered on the Website.
- 5.3 "Click Fraud" means a natural person, an automated script, or computer program clicking or selecting a hyperlink in an advertisement in a website in order to imitate a legitimate user of a web browser clicking on an advertisement, for the purpose of generating a charge per click, without having an actual interest in the target of the advertisement's hyperlink.
- 5.4 “Confidential Information” and “Confidentiality” means, without limiting its ordinary meaning, and including both present and future rights:

Oral, written, printed, photographically and electronically recorded information and data of all types, videos, inventions, documents, letters, agreements, undertakings, messages, codes, data, formulae, specifications, blueprints, designs, plans, processes, marketing methods, trade secrets, lists of customers, list of suppliers, projects, projections, cash flow charts, advertising campaigns, promotions and launches, packaging designs and artwork, brochures, sales tools, sale strategies, notes and extracts, and the strategic plans, direction, manner, timing and implementation of any projects, as well as any information, economic as well as financial, regarding the affairs of the disclosing party which is disclosed to the other party as well as all information that is proprietary to either party and/or that is proprietary to a third party and in which a party to this agreement has a right or interest, all identifiable methodologies, secret knowledge, financial and market information, data concerning business relationships, samples, devices, demonstrations, know-how, experience, databases, flow charts, reports, tables, instruction manuals, user guides and other information or other material produced in relation to these General Terms and Conditions and all other technical or commercial information relating to the disclosing party, its business, products, services and its clients and their businesses, whether in human or machine readable form, including proprietary software and the software documentation together with any ideas and principles determined during the course of observing, studying or testing the functions of any software, Intellectual Property rights, including but not limited to, trademarks, trade secrets, patents, domain names, designs, know-how and copyright works, whether registered or unregistered, other intellectual property rights and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may subsist in any country in the world.

- 5.5 "Data Message" means email and other electronic and digital messages;
- 5.6 "Institution" means an Authorized Institution Member, including a university, college, school or similar educational facility, who has registered on the Website.
- 5.7 "Intellectual Property" means and includes patents, inventions, registered designs, copyright, trademarks, know how, trade dress, trade secrets, confidential information and other related intellectual property.
- 5.8 "Material" or "Materials" means and includes articles, papers, videos, documentation, data, content and other information submitted to or placed on this Website.
- 5.9 "Member" means and includes registered Authorized Users, Authors and Institutions, including as set out in OSC's Membership Policy from time to time.
- 5.10 "OSC" means Organisation of Southern Cooperation (OSC), a duly constituted intergovernmental organisation with its secretariat in Ethiopia, of Egypt St, Lideta Sub-City, Woreda, 04, House no. 1986, 1165, Addis Ababa, Ethiopia.
- 5.11 "Parties" means you and OSC, and Party means either you or OSC.
- 5.12 "Policies" means the various OSC policies, which form part of this Agreement and which will be updated by OSC, from time to time, including but not limited to the Membership Policy, Privacy Policy, Submission Policy and Analytical Policy.
- 5.13 "Subscribers" means an Authorized User who has registered to receive subscriptions or newsletters.
- 5.14 "User" and/or "you" means any natural person accessing any part of this Website, including Authorized Users, Authors and Institutions.
- 5.15 "Website" means this GRESIS Website, a digital platform owned by OSC.

6. USE OF THIS WEBSITE

- 6.1 The OCS GRESIS Website and service is comprised of educational and related Materials, information, data and content.
- 6.2 Access to certain Material, pages of data, content and information contained on this Website may be restricted to certain Members.

- 6.3 Use of this Website is strictly at the sole risk of the User.
- 6.4 Any and all illegal, unlawful or fraudulent conduct, including Click Fraud, directed towards this Website or any of the services offered through it, is strictly prohibited.
- 6.5 In order to use the Website effectively, User must as a minimum ensure that User has the hardware and software recommended, from time to time, by OSC for optimal functioning of and compatibility with the Website. User acknowledges that OSC does not deal in or sell any computer hardware, software or any other form of equipment required for the use of the Website, but merely provides User with the minimum suggested computer system requirements and specifications for the proper operation of the Website. The User will at all times be responsible for the purchase and installation of any computer hardware, software or other components or systems that may be required for the efficient use of the Website.

7. AMENDMENTS TO CONTENT AND INFORMATION

- 7.1 OSC expressly reserves the right in its sole discretion to affect any amendment or alteration to the Material, content, data and information and to remove any Materials, content, data and information from this Website, at any time.
- 7.2 Users acknowledge that it is their responsibility to familiarise themselves with any amendment or alteration effected to the Website.

8. DISCLAIMERS

- 8.1 THIS ENTIRE WEBSITE, INCLUDING MATERIALS, DATA, CONTENT, TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "AS IS" AND "AS AVAILABLE". OSC MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES AS TO THE CORRECTNESS OR SUITABILITY OF EITHER THE WEBSITE OR THE INFORMATION OR MATERIALS CONTAINED IN IT, OR AS TO WHETHER OR NOT THE MATERIALS INFRINGE THE RIGHTS OF PROPRIETORS OR THIRD PARTIES. PLEASE NOTE THAT THE MATERIALS ARE NOT REVIEWED FOR THESE PURPOSES.
- 8.2 OSC, as well as, its officers, employees, suppliers, Internet Service Providers, partners, affiliates and agents, shall not be liable for any direct damage, loss or liability, howsoever arising, incurred by Users or any other persons and resulting from the use or inability to use this Website.

- 8.3 To the fullest extent possible under the applicable law, OSC disclaims all responsibility or liability for any indirect damages, economic, consequential loss or loss of profits, resulting from the use of or inability to use (including but not limited to non-receipt of services) of this Website in any manner.
- 8.4 OSC has no control over third party Materials, content and features which can be accessed through the use of this Website and does not examine or edit such Materials, content and features or act as an agent for third parties accessible through this Website. As such and to the fullest possible extent permissible under law, OSC disclaims any liability whatsoever to Users for any loss or damage arising from the use of third-party Materials, websites, contents and features.
- 8.5 OSC will not be liable to you for any loss or damage, whether direct, indirect, economic or consequential in nature, suffered as a result of use of this Website if you fail to ensure that you have the minimum hardware and software recommended by OSC (as mentioned above) in order to use this Website effectively.

9. INDEMNITY

USERS AGREE TO INDEMNIFY AND HOLD HARMLESS OSC, ITS OFFICERS, EMPLOYEES, INTERNET SERVICE PROVIDERS, SERVANTS, SUBCONTRACTORS, PARTNERS, SUBSIDIARIES AND AFFILIATES FROM ANY DEMAND, ACTION OR APPLICATION OR OTHER PROCEEDINGS, INCLUDING FOR ATTORNEYS FEES AND RELATED COSTS SUCH AS TRACING FEES, MADE BY ANY THIRD PARTY AND ARISING OUT OF OR IN CONNECTION WITH THE USER'S USE OF THIS WEBSITE, THIRD PARTY WEBSITES OR ANY OF THE SERVICES OFFERED THROUGH SUCH SITES IN ANY WAY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF CONTENT AND MATERIALS.

10. NO ADVICE

OSC expressly reserves the right, in its sole and absolute discretion, to alter or amend any criteria, information, content, data or Materials, set out in this Website without notice. Accordingly, any information, Materials, content, data and articles, in this Website is not intended to constitute legal, financial, accounting, tax, investment, educational, consulting or other professional advice or services. Before making any decision or taking any action based on the information and Materials contained on this Website, which decision or action might affect you, your personal education, finances or business, you should consult a qualified professional advisor.

11. USE AND SUBSCRIPTIONS

- 11.1 OSC may offer subscription services to individuals, groups and organisations, including e-mail subscriptions to various services.
- 11.2 Subscriber and Users agree that:
- 11.2.1 they will be irrevocably bound by the General Terms and Conditions applicable to the use of this Website;
 - 11.2.2 they will provide full and accurate information, as required by the Website;
 - 11.2.3 it is the User's responsibility to check and update information pertaining to their User account;
 - 11.2.4 registration is for a single User only and a User's username and password cannot be shared with any other person; and
 - 11.2.5 a single username and password may not be used to allow multiple access to other users over a network.
- 11.3 All services provided by OSC whether manually created or created by the Website — are provided subject to the correct information being provided by the User to OSC. If OSC discovers that false information was provided by the User, this will constitute a material breach of these General Terms and Conditions and OSC shall be entitled to immediately cancel this Agreement.
- 11.4 Subscribers and Users further undertake not to:
- 11.4.1 impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications;
 - 11.4.2 modify, access or make available any data stored on a computer device which has been accessed through OSC's network;
 - 11.4.3 make available or upload files that contain software or any other material not owned or licensed to the Subscriber and/or User; and

- 11.4.4 make use of the Website to collect, disseminate or otherwise obtain personal information relating to other Users or Subscribers
- 11.5 OSC expressly reserves its rights in respect of any abuse of the services offered through this Website and will pursue prosecution of and compensation from any party which receives or attempts to receive any service to which he, she or it is not entitled.
- 11.6 The granting of a subscription is entirely within the discretion of OSC and may, without limiting such discretion, be refused or terminated where OSC reasonably suspects abuse of this Website or where the provisions of these General Terms and Conditions are breached.

12. DATA MESSAGES AND EMAILS

- 12.1 Data Messages, sent by Users and OSC to each other shall be deemed to be received only when read, acknowledged or responded to.
- 12.2 A Data Message shall be regarded as received when the complete data message enters an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.
- 12.3 OSC reserves the right not to respond to any Data Message which contains obscene, threatening, defamatory or otherwise illegal, unlawful or inappropriate content, and to take the appropriate action against the sender of such Data Message where necessary.
- 12.4 Users should be aware that filtering technology employed by internet service providers, employers and others may result in the non-delivery of a service subscribed to. OSC takes reasonable efforts to ensure that subscription services are not stopped by filtering technology used by OSC and will make reasonable attempts to remedy non-delivery where it is notified thereof. If you have not received a subscription service, please notify us.

13. MONITORING AND INTERCEPTION OF COMMUNICATIONS

- 13.1 In order to provide a relevant and secure service, and where required to do so under law, OSC may monitor and/or intercept communications (including Data Messages) which are sent to this Website.
- 13.2 To the full extent necessary under law the User hereby acknowledges that he or she is aware of such potential monitoring and/or interception and consents thereto.

14. SUBMISSION AND UPLOADING OF MATERIALS

- 14.1 This Website offers a service through which Users may submit content and Materials, for possible placement on the Website. All Materials submitted to this Website or placed on the Website, will be subject to these General Terms and Conditions, including the Supplemental Author Terms and Conditions and Institution Terms and Conditions, which form part of and are supplemental to the General Terms and Conditions. Any Materials submitted to this Website or placed on the Website without the necessary authority, will be removed.
- 14.2 Further functionality of the Website may be added from time to time, including with regard to the submission, acceptance and uploading and placement of Materials on the Website.
- 14.3 OSC reserves the sole right, in its sole and absolute discretion, to approve or refuse any submission, and submissions will only be posted on the Website, once approved, in certain respects.
- 14.4 OSC further reserves the right, in its sole and absolute discretion, to remove any Materials or submissions, at any time, on such grounds as it may deem fit.
- 14.5 Any content or Materials received by Data Message will be assumed to have been submitted for publication free of charge.
- 14.6 Any unsolicited information or Material sent to OSC will be deemed not to be confidential, unless otherwise agreed to in writing by OSC.
- 14.7 All Materials whatsoever placed on the Website, will be subject to these General Terms and Conditions. If you do not accept these General Terms and Conditions, your Materials shall be subject to immediate removal from the Website.

15. LICENSE AND WARRANTY FOR YOUR SUBMISSIONS

- 15.1 By acceptance of these General Terms and Conditions, you confirm that you own all right, title and interest in the Materials, and in any details, submissions, content, information and data submitted to the Website. If you are not the owner of any such Materials, information, content, submissions, details or data, or any part thereof, submitted to the Website, you hereby confirm that you are an authorised Licensee and have the authority to submit the Materials, details, submissions, information, content and data for publication on the

Website. Please note that if you do not have the necessary license and authorisation, the relevant Material, information, details, submissions and data, must and / or will immediately be removed from this Website.

15.2 Solely for the purposes, as required by this Website, you hereby grant to OSC a non-exclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sub-licensable royalty free right to use any such Material, data, details, submissions and information, in accordance with these General Terms and Conditions, without any further consent, notice and/or compensation to You or any third parties.

15.3 Any Material, submissions, details, information, content and data submitted to the Website, is at your own risk.

15.4 On submission of the Material, submissions, information, details and data to this Website, you represent and warrant that you are entitled to submit such Material, and that all the information, submissions and Materials are accurate and do not infringe the Intellectual Property of any other person. OCS shall not incur any legal liability for the infringement of any underlying rights in Materials published by an Authorized User on the Website.

16. REMOVAL OF CONTENT

16.1 In addition to the right of OSC to remove any Materials or content at any time in its sole discretion, If OSC receives a valid notice of objection relating to any content or Material that is posted on this Website, then OSC, subject to the provisions of this clause, may remove the content as contained on the Website.

16.2 A valid notice of objection must be emailed to OSC and include:

16.2.1 full names and address of the complainant;

16.2.2 written or electronic signature of the complainant;

16.2.3 identification of the right that has allegedly been infringed;

16.2.4 identification of the Material, content or activity that allegedly infringes this right;

16.2.5 the remedial action requested;

16.2.6 the telephonic and electronic contact details of the complainant;

16.2.7 a statement that the complainant is acting in good faith; and

16.2.8 a statement that the information is true and correct.

16.3 If OSC receives a notice of objection that complies with the above requirements and OSC is of the view that the objection is legally valid, OSC will remove the content and Material and inform the complainant and, if necessary, the third party that posted that Material, immediately.

16.4 OSC expressly disclaims any liability which may arise as a result of the removal of content and Material pursuant to the receipt of an apparently valid notice of objection.

17. SECURITY

17.1 We take reasonable precautions to protect the security of the Website. However, due to the nature of the Internet, we cannot guarantee that this Website is error-free. In addition to the disclaimers contained elsewhere in these General Terms and Conditions, OSC also makes no warranty or representation, whether express or implied, that the Material, information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

17.2 OSC shall at all times retain full ownership and all rights in respect of all Intellectual Property it owns and /or has a right to use, and which relates to the Website and the OSC business.

17.3 Access to or use of this Website and all Materials, information, content and data contained herein does not in any way grant any right to You, to in any way, acquire any of the Intellectual Property on the Website. Further, no license or right of use of the Intellectual Property and information on the Website is granted, other than the right to view the Intellectual Property, information and data on the Website and to use the Website in accordance with the General Terms and Conditions, the related Member Terms and Conditions, as well as the Policies. In the event that any Intellectual Property, information, data, content, details and submissions are obtained from the Website, this may only be used for personal and private purposes and may not in any way be used for commercial or other purposes.

- 17.4 Rights granted in terms of these General Terms and Conditions, as well as the related Member Terms and Conditions, are not to generally license the use of or to assign any Intellectual Property or Material, unless a separate written agreement in relation to any such license or assignment of Intellectual Property is specifically entered into.
- 17.5 You shall at all times retain full ownership and all rights in relation to your Intellectual Property, which you may enjoy, including in respect of all information, Materials, details, content and data submitted to the Website.
- 17.6 The following acts in connection with this Website are expressly prohibited:
 - 17.6.1 gaining or attempting to gain unauthorised access to any web page or part of this Website;
 - 17.6.2 delivering or attempting to deliver any unauthorised or malicious code or content to this Website; and/or
 - 17.6.3 any amendment to or attempt to amend any of the Material, content or any other part of this Website by unauthorised persons.
- 17.7 We will pursue prosecution of and compensation from any person that delivers or attempts to deliver any destructive code to this Website or attempts to gain unauthorized access to any page on or part of this Website.

18. INTELLECTUAL PROPERTY RIGHTS

- 18.1 Copyright in all Materials, information, logos, images, source codes and other original material contained in this Website, which is not attributed to a third party, is held by or licensed to OSC. OSC asserts and reserves all its rights, including moral rights, in this regard. No right, title or interest in any Material or information contained in this Website is granted to Users other than set out below.
- 18.2 OSC grants to Users a personal, non-exclusive, non-assignable and non-transferable license to view, copy, download to a local drive, print and display all content and information from the Website on any machine of which the User is the primary user provided that such use:
 - 18.2.1 is for information purposes only;
 - 18.2.2 is for non-commercial purposes or within a non-commercial website; and

- 18.2.3 any reproduction must acknowledge this Website as the source of the information in a proper copyright notice.
- 18.3 Users are required to inform OSC of any proposed commercial use by e-mailing gresis@osc.int.
- 18.4 Users wishing to utilise content for their own commercial purposes may do so only with the prior written permission of OSC. Requests for commercial use may be submitted, by e-mailing gresis@osc.int. The granting or refusing of permission is completely within the discretion of OSC, and may be conditional.
- 18.5 Users are requested to note that intellectual property rights in certain Material, content and/or information contained on this Website may vest in a third party other than OSC and that the User is under a legal duty to respect such rights.
- 18.6 Users are required to note that Materials may be placed on this Website, which are, unbeknownst to OSC, not authorised for submission to placement on the Website by the owner thereof. Where this comes to the attention of OSC, OSC will immediately investigate the matter and, where appropriate and / or necessary, remove the Materials from the Website. OSC accepts no liability in this regard and Users will be required to immediately cease all use whatsoever of any such Materials.

19. PRIVACY POLICY AND CONFIDENTIALITY OF COMMUNICATIONS

- 19.1 OSC respects your privacy and is committed to the privacy protection principles, as set out below and in the Privacy Policy
- 19.2 The User's attention is drawn to the fact that information transmitted via the Internet, including e-mail, is susceptible to monitoring and interception. The User is therefore discouraged from transmitting to the Website or OSC any Material or information that may be confidential, proprietary, or sensitive. The User shall bear all risk of transmitting such Material or information in this manner and under no circumstances will OSC be liable for any loss, harm, or damage suffered by the User as a result thereof.
- 19.3 OSC reserves the right to request independent verification of any information, Material or content transmitted via e-mail and the User consents to such verification should OSC deem it necessary.

- 19.4 Where you submit personal information (such as your name, address, telephone number, e-mail address) to the Website, for example through sending an e-mail or filling in required fields, the following principles are observed in the handling of that information:
- 19.4.1 OSC collects, processes and stores only such personal information regarding users as is necessary to provide the services offered. The specific purpose for which information is collected is apparent from the context in which it is requested.
 - 19.4.2 OSC will not use the personal information submitted for any other purpose other than the efficient provision of services, including this Website and services offered through it by third parties, without obtaining the prior written approval of the User or unless required to do so by law.
 - 19.4.3 OSC will keep records of all personal information collected and the specific purpose for which it was collected for a period of at least one year from the date on which it was last used.
 - 19.4.4 Subject to these General Terms and Conditions, OSC will not disclose any personal information regarding a User to any third party unless the prior written agreement of the User is obtained or OSC is required or permitted to do so by law.
 - 19.4.5 If personal information is released with the User's consent, OSC will retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of one year after such release.
 - 19.4.6 OSC will destroy or delete any personal information under its control, which has become obsolete.
- 19.5 OSC will not utilise personal and other information submitted by Users through the use of this Website in order to provide further information about the Website and related services, unless users have expressly given prior permission.
- 19.6 In the event of the sale of OSC's business or this Website or associated services and sites, OSC will stipulate that the sale shall be subject to the condition that the purchaser observes the provisions of the Privacy Policy in the handling of personal information of Users.

- 19.7 This Website may use personal information collected to compile profiles for statistical and analytical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user.
- 19.8 In order to provide the best possible and most relevant service, this Website utilises cookies. A cookie is a small file that is placed on the User's hard drive-in order to keep a record of a user's interaction with this Website and facilitate user convenience.
- 19.8.1 Cookies from this Website allow OSC to tailor advertising and other services to your displayed preferences. The Website may use third party cookies from an ad server for this purpose.
- 19.8.2 Cookies by themselves will not be used to personally identify Users but will be used to compile anonymous statistics relating to use of services offered or to provide us with feedback on the performance of this Website.
- 19.8.3 The following classes of information will be collected in respect of Users who have enabled cookies:
- 19.8.3.1 The browser used;
 - 19.8.3.2 IP address;
 - 19.8.3.3 Date and time of activities while visiting the Website;
 - 19.8.3.4 URLs of internal pages visited; and,
 - 19.8.3.5 Referrers.
- 19.9 If a User does not wish cookies to be employed to customize his or her interaction with this Website it is possible to alter the manner in which their browser handles cookies. Please note that, if this is done, certain services on this Website may not be available.
- 19.10 Users may obtain a record of the personal information relating to them held by OSC by e-mailing gresis@osc.int.
- 19.11 Where a User believes that personal data concerning them held by OSC is outdated or incorrect they may request that such personal data be corrected by e-mailing gresis@osc.int.

Any request for such a correction must specify both the incorrect data and the proposed correction and must give full reasons for the request.

- 19.12 You may request that OSC cease sending you any information or request that your personal information be removed from our database at any time by e-mailing gresis@osc.int.
- 19.13 We have no control over and accept no responsibility for the privacy practices of any third-party sites to which hyperlinks may have been provided on this Website and we strongly recommend that you review the privacy policy of any site you visit before using it further.
- 19.14 While reasonable measures are taken to ensure the security and integrity of information submitted to or collected by this site, this Website can not under any circumstances be held liable for any loss or other damage sustained by a user or users as a result of the release of information by OSC, an employee of OSC or any third party where such release was not due to any fault on the part of such persons.
- 19.15 We regard the safety and privacy of children using this Website extremely seriously but it remains the ultimate responsibility of the parents and other care-givers of children to ensure that they are not exposed to inappropriate content or behaviour.

20. ADVERTISING AND SPONSORSHIP

- 20.1 This Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that promotional and other content submitted for inclusion in this Website complies with all applicable laws and regulations.
- 20.2 OSC accordingly excludes, to the fullest possible extent permissible under law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material or content.

21. AUTOMATED SEARCHING

- 21.1 Automated transactions and searches are subject to these General Terms and Conditions.
- 21.2 The use of malicious search technology is prohibited.
- 21.3 The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

- 21.4 Search technology which does not unduly retard the operation of this Website is acceptable, but OSC reserves the right to prohibit any specific entity from employing search technology on the Website.

22. HYPERLINKS, DEEP LINKS, FRAMING AND WEB CRAWLERS

- 22.1 Persons, business and websites may link to this Website only with the written permission of OSC. Requests for such permission must be done by e-mailing details of the link and the page to which it points to gresis@osc.int.
- 22.2 Permission to link to this Website is given without assumption of any liability. We reserve the right to withdraw permission granted to link to this Website at any time and for any reason.
- 22.3 Use of the sites or pages linked to is accordingly exclusively at the risk of the User.
- 22.4 The express permission in writing of OSC, which may be subject to conditions, is required before this Website, any of its pages and/or any of the information contained on the site is framed. Requests for permission can be submitted by e-mailing gresis@osc.int.
- 22.5 While the use of web crawlers and search software is permitted on this Website, OSC reserves the right to restrict the use of web crawlers in whole or in part as it sees fit. You may not save the whole or any part of the source code of the Website nor may a person use any technology or application that extracts the source code of the Website and saves this information.
- 22.6 The user of electronic agents to harvest personal information from OSC is strictly prohibited.

23. TERMINATION

- 23.1 OSC reserves the right, in its sole and absolute discretion, and on written notification where possible, to terminate the provision of this Website and/or to terminate the access rights of any User where, for example and without limitation:
- 23.1.1 OSC regards the action or inaction of a User to constitute a breach of these General Terms and Conditions;
- 23.1.2 OSC regards the action or inaction of a user to constitute abuse of the services offered through this Website; and/or.

- 23.1.3 events beyond the reasonable control of OSC, including technical failures, prevent the continuing provision of the Website.
- 23.2 You may terminate this Agreement, for any or no reason, at any time, on written notice to OSC.
- 23.3 OSC may terminate this Agreement, for any or no reason, at any time, on written notice to you.
- 23.4 The termination will be effective immediately or as specified in the notice.
- 23.5 Termination of your OSC membership includes disabling your access to the OSC Website and may also bar you from any future use of the Website.
- 23.6 OSC may also restrict, suspend or terminate the membership of any Member who acts contrary these General Terms and Conditions, including any provisions of the member Terms and Conditions, and the Policies.
- 23.7 Upon termination of your OSC membership, you will lose the right to access the Website. Excluding any rights granted to You in terms of this Agreement, the terms hereof shall survive any termination. All the obligations of the Parties incurred during the term of the agreement, Intellectual Property and Confidentiality provisions, shall remain binding.

24. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

- 24.1 Please note that, due to legal and other developments, we may be required to amend these General Terms and Conditions of Use from time to time. Please refer to the last revision date at the foot of this page. You are accordingly encouraged to check the Website regularly.
- 24.2 We will attempt to give notice of any amendments, but reserve the right to effect amendments, additions or deletions from time to time without notice. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended General Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

25. CONFIDENTIALITY

- 25.1 Both parties undertake and bind themselves to keep secret all of the Confidential Information disclosed by the other, strictly secret and confidential and shall not make use thereof or at any time disclose or reveal the Confidential Information to any person other than to those employees, directors and professional advisors who necessarily should receive same for performing in terms of these General Terms and Conditions entered into between the Parties.
- 25.2 You undertake to provide proper and secure storage for all Confidential Information furnished to You and to ensure that it is not available to unauthorized persons and third parties.
- 25.3 As a minimum protection of the Confidential Information, each Party shall use the same means it uses to protect its own Confidential Information, but in no event less than reasonable means, to prevent the disclosure and to protect the confidentiality of such information.
- 25.4 In the event of the receiving party being compelled in law to disclose any of the Confidential Information to any third party, it shall immediately notify the disclosing party thereof, in order to enable the disclosing party to seek an appropriate protective order to waive compliance with such provisions of this clause, as it would prevent compliance in law or give its consent thereto and such waiver, compliance or consent shall not constitute a breach of this clause.
- 25.5 Confidential Information does not include information which:
- 25.5.1 hereafter becomes, through no act or omission on the part of the receiving party, generally known to or available for use by the public without restriction;
 - 25.5.2 was lawfully acquired by the receiving party before receiving such information from the disclosing party and without restriction as to use or disclosure;
 - 25.5.3 is rightfully furnished to the receiving party by a third party without restriction as to use or disclosure;
 - 25.5.4 is information which the receiving party can document was independently developed by it without breach of any obligation of confidentiality; or

25.5.5 is required to be disclosed pursuant to law with the prior consent of the disclosing party.

26. MEMBERSHIP

26.1 You represent and warrant that you:

26.1.1 You are of an age entitling you to validly enter into contracts;

26.1.2 You are not in any way prevented from entering into a contract in relation to these General Terms and Conditions;

26.1.3 You will comply with all such provisions of the Policies as may relate to your Use of the Website, including, without limitation, the Membership Policy;

26.1.4 You will only submit data that is true, correct and accurate and will at all times use your real name;

26.1.5 By accessing or using this Website you are not breaching the terms of any Agreement;

26.1.6 You will not infringe the Intellectual Property rights or any other rights of OSC, a Member, or of any third party;

26.1.7 You agree to keep your own password secure and confidential, not permit any other persons to use your membership and shall not use anyone else's membership.

26.1.8 You will not sell, trade or transfer your membership of this Website, or any aspect or part thereof to a third party; and

26.1.9 You will not charge anyone for access to any aspect or part of this Website or any Materials, information, submission, details or data found thereon, from time to time.

26.2 OSC may offer various forums where members shall be entitled to communicate with each other and share information. In that event any such member-to-member communication and sharing shall be in accordance with the Membership Policy. In the event that any such communications or information is contrary to these General Website Use Terms and Conditions, then OSC shall be entitled to delete and remove any such information or communications from the Website. OSC is not responsible for the unauthorised use of any such content or information.

26.3 With regard to any information, content or submissions and any other communications on the Website, you are specifically advised to act in accordance with the Privacy Policy and you hereby acknowledge the provisions thereof.

27. ACCEPTABLE USE

27.1 You undertake the following:

27.1.1 To comply with all applicable laws, including, without limitation, any privacy, Intellectual Property, export and regulatory requirements;

27.1.2 Provide accurate information to us and update this as and when necessary;

27.1.3 To review and comply with our Privacy Policy and the other Policies; and

27.1.4 To use the Website in a professional manner.

27.2 You undertake not to:

27.2.1 Act dishonestly or unprofessionally including by posting inappropriate, inaccurate or objectionable content on to the Website;

27.2.2 Publish inaccurate or incorrect information in the designated fields;

27.2.3 Not protect sensitive, personal and Confidential Information;

27.2.4 Harass, abuse or harm any other person including sending unwelcome communications to members of OSC;

27.2.5 Use a false name, identity or image;

27.2.6 Plagiarise or in any way copy or make unauthorised use of the Intellectual Property, Confidential Information, Materials or proprietary information of another;

27.2.7 Upload any software viruses, worms or other prejudicial code, files or programs with the intention to change, interrupt, limit, damage or destroy the OSC Website in any way;

27.2.8 Reproduce, make unauthorised copies, make unauthorised use, or make any use whatsoever of OSC's or the Intellectual Property or materials of any Member;

- 27.2.9 Reverse engineer, decompile, disassemble, decipher or otherwise attempt to derive the source code or any other underlying Intellectual Property of the Website or any part thereof;
- 27.2.10 Utilise or copy information, content or any data you may see or obtain from the Website to provide any service that is competitive to OSC;
- 27.2.11 Adapt, modify or create derivative or similar works based on the OSC Website or underlying technology or software, or other Members' content, submissions or Materials, in whole or part, except as specifically authorised;
- 27.2.12 Insert deep links to the Website for any purpose whatsoever, unless expressly authorised in writing by OSC;
- 27.2.13 Remove any Intellectual Property including Trade Mark or Copyright notices;
- 27.2.14 Engage in any action which may in any way interfere with the proper working of the Website or the undue loading thereof; and
- 27.2.15 Make any unauthorised use of any Intellectual Property whatsoever relating to the Website or owned by OSC.

28. LIMITATION OF LIABILITY

- 28.1 Subject to any existing applicable law, OSC shall not be liable to you for any damages.
- 28.2 The Website and all information, content, materials and services included or otherwise made available to you therein are provided on an "as is" and an "as available" basis. OSC makes no warranties or representations of any kind, express or implied, as to the operation of this Website or the available information, content, Materials or services included on or otherwise made available to you.
- 28.3 Notwithstanding anything to the contrary contained in these General Terms and Conditions, OSC shall have no liability for any loss, damage, cost, claim or penalty of whatsoever nature including, but not limited to, indirect and consequential loss or damage and loss of profits, however arising out of or in connection with the Website, whether caused by latent or patent defects in the Website, the use of the Website and/or information contained on the Website or otherwise.

- 28.4 You assume all responsibility and risk for the use of the Website. You hereby indemnify OSC and hold it harmless against any and all liability, loss, damage, penalty, cost or claim of any nature whatsoever suffered by you or any third party in relation to any act or omission by you or, where applicable, your shareholders, members, directors, officers, employees, representatives, agents or assigns or any third party in relation to the Website and the use thereof by you.
- 28.5 Although every effort will be made to have this Website available at all times, the Website may become unavailable due to maintenance or repairs, loss of connectivity or some other form of interruption. OSC does not warrant against nor will it be held liable for such downtime and is hereby indemnified from any loss, damage, claims, costs or penalties incurred as a result of such unavailability.
- 28.6 Although OSC and its representatives will use reasonable efforts to ensure that no malicious content can be received from the Website, OSC does not warrant that the Website is free of malicious content or viruses and OSC will not be held liable for any loss resulting from a distributed denial-of-service attack, or any malicious content which may infect your computer or device, computer equipment, data or any other propriety material where such loss is or may be attributed to your use of the Website or downloads received from the Website.
- 28.7 These limitations of liability are an integral part of the basis of the Agreement between the Parties and would be different if there were to be any additional risk to OSC.

29. WARRANTIES

- 29.1 OSC makes no representations whatsoever and gives no guarantee whatsoever in relation to any submission or Material submitted or placed on the OSC Website. All representations, conditions and warranties whatsoever, whether implied or otherwise, are hereby expressly excluded.
- 29.2 Further, OSC makes no warranties, express, implied, statutory or otherwise in respect of any aspect relating to any submission or Material or any rights in respect of, or in respect of a license to use any Materials.
- 29.3 OSC also does not warrant that any Material is authentic, true, correct, error free or will in any way meet the Users requirements. All possible implied or other warranties relating to

the authenticity, correctness, competence, nature or fitness of the Materials, for a particular purpose or for any purpose, whatsoever, are expressly disclaimed and excluded.

- 29.4 The entire risk as to the correctness, competence, viability or any aspect of the Materials, is assumed by the User.
- 29.5 Except as expressly set out in these General Terms and Conditions, OSC makes no other representations, extends no warranties, express or implied, and assumes no liabilities or responsibilities with respect to the Materials, the possible licensing thereof or any other aspect in relation to the Materials or any aspect or facility provided by or relating to the Website.
- 29.6 OSC also does not in any way defend, indemnify and in any way hold the User harmless from and against any and all claims, liabilities, damages, penalties or the like arising out of or relating to the Materials on the Website. All OSC's express or implied obligations, are expressly denied.

30. INDULGENCE

No indulgence which OSC may grant to any User shall in any way be deemed to affect, prejudice or derogate from the rights of OSC, nor shall such indulgence constitute a waiver or novation of any of the rights of OSC, who shall not thereby be precluded from exercising any rights against any User, which may have risen in the past or which may arise in the future.

31. WHOLE AGREEMENT AND UPDATES

- 31.1 These General Terms and Conditions, including the Member General Terms and Conditions and the Policies, constitute the entire agreement between you and OSC. You acknowledge that there are no other oral or written understandings or agreements between the Parties.
- 31.2 OSC reserves the right to modify, supplement, update or replace the General Terms and Conditions of this Agreement, which shall be effective upon posting the updated draft on the Website, and notifying you in writing. In the event of any such change to the Agreement, which you do not agree with, you may terminate this Agreement on notice to OSC, at any time.

32. SEVERABILITY

In the event that any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the relevant or unenforceable provision will be, as far as possible, modified so as to render it enforceable and effective to the maximum extent possible, in order to give effect to the intention of the provision. If a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will be not affected in any way.

33. NO URGENT OR INJUNCTIVE RELIEF

In no event will you be entitled to injunctive or other equitable relief, or to enjoin or restrain the operation of the OSC Website, exploitation of any advertising or other Materials issued in connection therewith, or exploitation of the Website or any content or other material used or displayed on the Website.

34. APPLICABLE LAW

All transactions and dealings shall be governed in all respects, by, and shall be construed and interpreted according to the laws of South Africa.

35. DISPUTES

35.1 If any dispute arises out of or in connection with this Agreement, including any question regarding its existence, enforceability, validity, interpretation or termination, the Parties hereto shall endeavour to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto gives a notice thereof to the other Party in writing, provided that the parties have attempted to resolve the dispute for a period of at least 30 (thirty) days.

35.2 If an attempt to resolve a dispute has failed, the dispute shall be referred to and finally resolved by arbitration under the rules of UNCITRIAL (Expedited Rules, 2021 United Nations UNCITRIAL Rules) which rules are deemed to be incorporated by reference into this clause.

35.3 The arbitral tribunal shall consist of one arbitrator who shall have been admitted and authorised to practice law in the relevant jurisdiction for at least 10 years (the "Arbitrator"). The parties to the Dispute shall attempt to agree the Arbitrator within 20 (twenty) days of the commencement of the arbitration failing which the head of the UNCITRIAL Secretariat,

shall appoint the Arbitrator. The seat, or legal place, and the place in which proceedings will be held, shall be decided by the parties within the aforesaid time period, failing which, decided by the head of the UNCITRAL Secretariat. The language of the arbitration shall be English, unless the parties agree otherwise. The costs of the arbitrator shall be borne equally between the Parties or as the arbitrator otherwise directs.

35.4 Nothing in this clause shall prevent either Party from having recourse to a court of competent jurisdiction for the sole purpose of seeking a preliminary injunction or such other provisional relief as it considers necessary to avoid irreparable damage. In calculating the limitation period for any claim that is ultimately referred to arbitration, the period between the date of the service of notice of the dispute and the date on which the Parties are free to refer the claim to arbitration shall be excluded.

36. DOMICILIUM

36.1 The Member chooses its *domicilium* address details as those which have been submitted to the Website or as otherwise updated or notified to OSC, in writing from time to time.

36.2 The *domicilium* address details of OSC are as follows:

36.2.1 Physical and Postal Address:

OSC
Egypt St,
Lideta Sub-City,
Woreda, 04,
House no. 1986,
1165, Addis Ababa,
Ethiopia.

Telephone No.: +25 111 369 2481

Email: gresis@osc.int

36.3 Notification shall be in writing by email provided that there is no indication to the sender that the notice was not received by the recipient.

36.4 DATE OF LAST REVIEW: DECEMBER 2023.

37. POLICIES

37.1 To the extent that any Policy conflicts with the General Terms and Conditions above, the provisions of the General Terms and Conditions shall prevail.

37.2 The Policies shall include:

	<u>POLICY</u>	<u>DATE OF LAST REVIEW</u>
37.3	Ethics Policy
37.4	Membership Policy
37.5	Privacy Policy	December 2023
37.6	Submission Policy
37.7	Analytics Policy



ORGANISATION OF SOUTHERN COOPERATION

منظمة التعاون الجنوبي

ORGANISATION DE COOPÉRATION DU SUD

ORGANIZACIÓN DE COOPERACIÓN DEL SUR

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