



Southern African Biofuels Association

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Terms of Use

Welcome to saba.za.org. The service of SABA is provided subject to the following Terms of Use and Privacy Policy.

By visiting the website www.saba.za.org, you automatically accept these conditions even though they may be changed from time to time.

1. Copyright

1.1 The “Southern African Biofuels Association” is a registered non-profit corporation. The name is therefore the sole property of the Southern African Biofuels Association (hereafter referred to as “SABA”).

1.2 All text and images that are displayed on the SABA website as well as the structure, arrangement and layout thereof are the property of SABA or licensed to SABA and as such, are protected by pertinent intellectual property rights.

1.3 All parties who are downloading, printing or using the website in any manner affirm and warrant that their use will be consistent with appropriate intellectual property rights of SABA or any other party and that it does not breach any contract with or legal duty to SABA or any other parties. Downloading site content for commercial use or for use on personal websites or for other manners of publishing is prohibited.

1.4 If the use of the SABA-logo is envisaged on any other website or any other form of publication, please obtain permission from e.seiler@saba.za.org.

2. Content responsibility

2.1 SABA has created and maintains the SABA-website in order to provide information and to build a communication and contact platform for its members and interested parties. All data, text, information, links and other content – such as news, articles or studies (hereafter referred to as “content”) - whether posted in public or restricted areas of the website, are the sole responsibility of the person from which such content originated. SABA does not either edit or control any content obtained from a SABA-member or any third party.

2.2 The function of SABA with regard to any content displayed within the resource centre, the news section and other areas of the website is restricted exclusively to placing the content sent to SABA by its



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members or third parties. The upload of content sent to SABA is considered to be initiated solely by the sender. SABA declines to take responsibility for any content that was uploaded directly on the website by a SABA-member or any third party.

2.3 No content displayed on the SABA-website should be regarded as professional advice. SABA does not warrant the accuracy of any content shown on the website.

2.4 The sender of any content that is to be displayed on the SABA-website must guarantee that the publishing of this content via the SABA-website does not infringe in any way on any legal requirements or the rights of third parties, and must also ensure that it is compatible with contemporary ethics and moral rules. SABA will remove from the website any content which infringes on any laws or the rights of third parties, or which is offensive, defamatory, illegal, or inaccurate, as soon as it gains knowledge of the infringement or offense.

2.5 It is illegal to reproduce or distribute copyrighted material without the permission of the copyright owner. Therefore the sender of any content is responsible for ensuring that the publishing or arrangement of the content sent to SABA does not infringe any copyrights. Persons sending content to be displayed on the SABA-website to the SABA-website-administrator are responsible for obtaining prior permission from any third party owner of copyrighted material. SABA does not either control or edit the content and information sent to it by any person. SABA declines any responsibility or liability for infringements of possible copyrights by third parties.

2.6 Any content sent to SABA for the purpose of displaying it on the website has to clearly and unequivocally state the author from whom the content is originating, the source where the content has been found – unless it is originating from the sender itself – as well as identify the sender who initiated the uploading of the content on the SABA-website (e.g.: “author: XY; source: YZ; sent to SABA by: QC”).

2.7 Any person sending content to SABA has to ensure that the disclosure of this content on the website does not infringe on any laws or contractual non-disclosure rules and that it does not reveal any private or trade secrets.

3. Prohibitions

Attempts to modify the website content or the structure, arrangement and layout thereof or to remove any copyright, trademark or other proprietary notice forming part of the site content are strictly prohibited without prior permission of SABA or the rights holder concerned. The prohibition to upload content on the website does not apply to a user providing information through an interactive online-forum created by SABA for that purpose.



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4. Members' Account

Registered members are responsible for maintaining the confidentiality of their username and password and for restricting access to their computer. They agree to accept responsibility for all activities that occur under their username or password.

5. Use of Interactive Forum

5.1 Visitors may post reviews, comments, suggestions, ideas, questions, or other information related to the purposes of SABA and this website in the *Interactive Forum*, provided the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing intellectual property rights or otherwise injurious to third parties and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". SABA reserves the right (but not the obligation) to remove such content.

5.2 SABA does not either edit or control the content posted to or distributed through the forum. All content posted through the Interactive Forum is the sole responsibility of the sender. SABA declines any responsibility or liability for content displayed in the forum.

5.3 It is the sender's responsibility to obtain permission from any third party owner of proprietary material, such as copyrighted information or a news article written by another person, before posting or distributing such material through the Interactive Forum

6. Third Party Links

6.1 Users are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the SABA-website as long as the link does not portray the SABA or its affiliates in a false, misleading, derogatory, or otherwise offensive manner. The link has to refer to the homepage www.saba.za.org. This does not, however, constitute permission to create a direct link to any subsections of the SABA-homepage.

6.2 The SABA-website may contain hypertext links to other sites on the internet. These links are only provided as a convenience, and the linked sites are not under the control of SABA. SABA is not responsible for the content of any linked websites. Furthermore, the fact that there is a link to another website does not imply endorsement or sponsorship of or affiliation with the linked site by SABA.

7. Disclaimer of Warranties and Limitation of Liability



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7.1 SABA shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website. SABA makes no warranties, implied or otherwise, that the content available on this website as well as the technologies used is free from errors or omissions or that the service will be uninterrupted and error free.

7.2 This website is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. SABA shall not be held responsible to ensure that the service available from and through this website will meet the user's individual requirements and be compatible with the user's hardware and/or software.

7.3 Under no circumstances will SABA be liable to any user for any direct or indirect, incidental or consequential, special or exemplary damages arising out of or in connection with the use of the website. The limitation of liability shall apply regardless of whether the damage is caused by use or misuse of and reliance on the services provided on the website, by inability to use these services or by interruption, suspension or termination of the services, including all damages incurred by third parties.

8. Indemnity

Users agree to indemnify, defend and hold harmless SABA from and against any claims, causes of actions, allegations, costs, expenses, fees, losses, actual and consequential damages, suits, judgments, litigation costs and attorneys' fees, liabilities losses and damages arising from or in any way related to the use of the website or to the operation of the website, in any way. In case of any third party claims, SABA will provide users with a written notice of the claim, suit or action.

9. Privacy policy

9.1 SABA is committed to protecting the privacy of all its online users. All personal data which are received by SABA, whether collected according to the rules following hereafter or otherwise obtained, will be kept confidential within SABA and not be divulged to any third party without your prior consent.

9.2 In general, the SABA website can be visited without revealing any personal information about either the user, or the company, organization or institution which could be used to identify the user or the company, organization or institution. The SABA-website does not make use of cookies.

9.3 For some services of the SABA website, such as access to privileged information reserved for SABA-members, registration is required, in order to enable SABA to restrict access to certain areas, or to identify the user in case of infringement of rights, e.g. in the Interactive Forum. For these purposes users may be requested to reveal personal data about themselves or their company, organization or institution, such as their name, e-mail address, information about their company or password. Users can decide



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whether they wish to reveal personal data in order to get access to such services. Users providing their personal data to SABA, automatically agree that SABA may collect and store these personal data.

9.4 Registered SABA-Members need to be aware that all data published in the restricted areas of the website which are only accessible to SABA-Members, have to be kept confidential within SABA. Under no circumstances are they allowed to reveal to any third party not being member of SABA – in whatsoever manner – any of the information which can be viewed exclusively within the members-only area.

9.5 SABA may retain received emails or other communications, including user communications, in order to process user inquiries, respond to user requests or improve SABA services.

9.6 SABA processes personal information only for the purposes for which it was collected and in accordance with this Privacy Policy. We monitor our data collection, storage and processing practices to ensure that we only collect, store and process the personal information which is needed to provide or improve our services. We will not collect, store or use personal information for purposes other than those described in this Policy without prior consent of a user.

9.7 In case of using links to other websites provided at the SABA-websites, users must be aware that these other websites may place their own cookies or other files on their computer, collect data or solicit personal information from them. SABA does not exercise control over any websites not being owned and operated by SABA, whether linked from within the SABA-website or displayed as search results or otherwise. SABA will not be held responsible for any offence against personal data caused by the use of links or by visits to websites not owned and operated by SABA.

10. Dispute settlement and applicable law

10.1 Any dispute arising out of or related to the use of the SABA-website shall be submitted to the mediation service of the Southern African–German Chamber of Commerce and Industry and shall be ultimately settled in accordance with the rules of mediation applicable in South Africa. If such mediation cannot be attempted or if the parties fail to reach a settlement, the dispute shall be ultimately settled by arbitration according to the rules of arbitration applicable in South Africa, by one or more arbitrators who will be appointed by the Southern African–German Chamber of Commerce and Industry.

10.2 The website is operated from the Republic of South Africa, and thus South African Law shall govern all disputes arising out of or related to the use of the SABA-website. The mediation service and the arbitration tribunal shall adhere to the procedure of South African law.



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10.3 Users agree that the seat of mediation and arbitration shall be Johannesburg, Gauteng, South Africa.

11. Salvatory clause

If individual provisions of the Terms of Use or of the Privacy Policy should prove to be ineffective, this does not affect the effectiveness of the remaining provisions of these Terms of Use or of this Privacy Policy, which shall remain in full force and effect.

12. Changes of terms of use and privacy policy

SABA reserves the right to change the terms of use as well as the privacy policy at any time. SABA will provide notice of any significant changes by placing a link on the website or by email.

Please feel free to contact us any time through this website with any additional questions or concerns about the above policy.