

# TERMS AND CONDITIONS OF GEORGE TRAILS

By using this website, the subscription or any “Services”, you agree to be bound by these terms and conditions and also by the Disclaimer in clause 1. Irrespective of how you were introduced to the “Service”, the agreement to use the Service is between you and the Green Sport Foundation of which George Trails is part of.

## 1. Disclaimer and Limitation of Liability for use of the Service

To the maximum extent permitted by law, you assume full responsibility for any loss that results from your use or inability to use the Service (e.g. if the Website crashed or is offline or if there is no internet access available to trails).

George Trails will not be liable for direct or indirect damage that might arise out of the use of the Service nor the damage to property or for personal injury or death due to the use and/or misuse of its Service.

George Trails will not be legally responsible for any delays or failures in performance of any part of the Service if the cause is beyond its control. This includes website crashes or being unavailable due to acts of God, severe weather conditions, changes to law or regulations, earthquakes, fire, floods, strike actions, power outages, war, terrorist acts, riots and acts of hackers or third-party internet service providers.

You acknowledge that in order to access your Personal Information from our service, you must have Internet access. George Trails will not be liable for any damage suffered if you are out of range of an Internet connection.

You undertake to provide accurate and updated information when filling out the online forms. Failure to do this might result in you not receiving the correct George Trails Passport (membership card)

You are also responsible for the safekeeping of your George Trails Passport. George Trails does not assume liability when not being able to provide the benefits connected to its Service if you do not have your George Trails Passport with you.

In case a court of law finds George Trails liable for direct and/or indirect damage suffered, the damage shall be no more than the fees you paid us for the subscription Service the previous year.

You may not reverse engineer, duplicate or copy the Website information for your own commercial benefit, nor share any downloaded trail information with anybody else. George Trails retains the intellectual copyright of their website and structure.

## 2. Disclaimer and Limitation of Liability for use of the Website in General

You must take care of your own online safety and ensure that you have anti-virus protection on your computer.

George Trails is not legally responsible for content in websites of Third Parties or advertisers to which this Website and/or service links. George Trails does not guarantee that the Website is error-free.

You must use discretion before taking any action based on the trail information, ideas and opinions expressed on this Website.

Although George Trails make every effort to provide up to date and accurate information on our website, we do not accept liability for any damage or injury due to recent changes on trails or advertised destinations, or any submissions made in email communications by its employees, resellers and/or referrers or Third Parties.

George Trails provides the Website “as is” and makes no warranty as to its use, performance or availability.

## 3. Account Subscription and Activation

### To register an Account:

- Must be of legal age and able to enter into contracts or alternatively, your parents or legal guardians must provide written consent by completing the online registration form on your behalf;
- You must complete the registration form on the George Trails website.
- You must make payment using the secure payment gateway provided.
- To indicate your consent, you must give a status declaration, whether you are acting for yourself or someone else.
- Applying for yourself, provide your Name, Surname, ID number, contact telephone number and accept the Terms and Conditions. This will serve as your electronic signature.
- Agree to these Terms and Conditions.

### Upon registration of an Account, you:

- Will receive your George Trails login information;
- You can choose any password but we recommend that you use at least 8 characters, a combination of upper and lower case letters and numbers;
- Must maintain the confidentiality of your password;
- Must report unauthorised use or suspected compromise of your password;
- Accept responsibility for all actions carried out with your password and George Trails Passport, should you decide to print the ID card;

- Are responsible for all submissions made to George Trails using your password.

The binding agreement between you and George Trails comes into force when we have notified you that it has accepted your subscription and that we will give you access to the Service.

#### 4. Subscription Term

The Subscription Term starts when you subscribe to the Service and continues for as long as you make use of the Service. The minimum period is one year from date of registration.

Upon expiration of the subscription, the agreement will be renewed only once you decided to extend the service by making payment for another term.

Should you wish not to continue your subscription service, you may request, in writing, that George Trails delete your submitted data from our servers.

Upon expiry of the Term, your service benefits will no longer be active or available.

#### 5. Payment and Pricing

George Trails currently will only accept payment options as set out by the secure payment gateway provided.

The price may be subject to annual increases effective on the 1st of September. If you do not wish to pay the adjusted fees, you may choose to close your Account in terms of clause 4.

Your continued use of the Service depends on your fees payment/s going through.

If George Trails have not received your payment, your access to the Service will not be activated or renewed.

#### 6. Closing your Account

George Trails may end this Agreement and close your Account at any time and for any reason by giving written notice to the other Party. In case of termination, your Service will end on the last day of your current Term.

George Trails may permanently delete all the data associated with your Account upon the closing of your Account.

If George Trails suspects fraudulent or other criminal activity on your part while using the Service and benefits or in case of breach of these terms or non-payment, or if your conduct in any way negatively affects the rights and interests of other George Trails users, we may in our sole discretion temporarily suspend or terminate your access to the Service. In such circumstances, we will send you a suspension notice unless in its sole discretion it deems that such notice will lead to further damage and violation.

George Trails reserves the right to institute criminal action against you for any illegal use of the Website and/or the Service, or parts thereof

#### 7. Refund Policy

With the nature of the Services, it cannot be returned and the right to cool off in terms of the *Electronic Communications and Transactions Act*, does not apply to the Service.

George Trails also does not issue refunds. We will continue providing the service and its connected benefits until normal expiry of that term

## 8. Your Rights

The Website provides you with information regarding George Trails and its services, trails, advertisers and third party destinations.

You may browse, view, copy and download content from the Website when viewing this Service but you may not use this content for commercial purposes to duplicate the content elsewhere, even for private use.

You may communicate with George Trails through the Website and use the Service and connected benefits.

You have the right to review and correct the Personal Information that you have submitted to George Trails when registering your Account.

You have the right to request, in writing, that your personal information be deleted upon expiry of your subscription service as per clause 4.

## 9. Privacy Notice

You may read our complete **Privacy Policy** [here](#).

### **Purpose of Collection of Personal Information**

George Trails processes your Personal Information when you register on this Website and/or subscribe to the Service. You agree that you have given your Personal Information voluntarily and that George Trails and its payment portal may process it.

George Trails will process the Personal Information until you terminate your account.

George Trails uses your Personal Information:

- To provide the Service and benefits;
- To communicate with you;
- For internal record keeping.

### **The privacy of your Personal Information**

Due to the nature and setup of the Service, George Trails will disclose your Personal Information to anyone who enters your Unique Identifier into the Website.

We will not sell, distribute or lease your Personal Information to third parties unless we have your permission or are required by law to do so.

It is therefore important that you safeguard your George Trails login details so that your Personal Information could not be accessed by a curious person.

### **Use of cookies**

- The Website uses encrypted cookies to identify you when you log in to your Account.

- Cookies cannot steal information from you, they can only remember information that you voluntarily share with the Website.
- You may disable the use of cookies in your browser.

#### **Retention of Records**

- You authorize George Trails to retain records of Personal Information that you have provided.
- You may update your Personal Information at any time through the Website.
- George Trails will deactivate your Personal Information when you cancel the Service and your Personal Information will no longer be accessible through its systems.

#### **Information Quality**

- It is your personal responsibility to provide accurate Personal Information to George Trails and update it on the Website if it is inaccurate.
- Provision of your Personal Information is voluntary but incomplete and inaccurate Personal Information may lead to not being able to fully use or activate the service.
- You may not misrepresent who you are when subscribing to the Service.
- You may not rent, lease, sublicense, assign, or transfer your rights to use the Service to any other party.

#### **Security Safeguards**

- The Website and Service is hosted at reputable hosting companies that implement proper information security principles to secure the confidentiality, integrity and availability of the Personal Information in its database against loss, damage, destruction and unlawfulness disclosure.
- Do not share your login details or password with Third Parties. You are solely responsible for the actions being done with your login information.
- If a security breach should occur that might affect the Service, George Trails will notify you of the breach and describe what happened. In the event that Personal Information is suspected of being compromised, we will notify you via email.

## **10. Technical Support**

Technical support is available via Email, in English or Afrikaans, during our office hours Monday – Friday 08:00-17:00. Closed on Saturdays, Sundays and South African Public Holidays.

## **11. Changes to Website**

George Trails reserves the right to amend any information about its Services and benefits on this Website.

We may change terms and conditions in its sole discretion, by posting the new terms on the Website and/or notifying you by email using the last email address you gave us.

## 12. Vendors

George Trails cannot be held liable for the actions of third party vendors and for any price changes on the discounts they provide.

Vendor information including percentage of discounts, availability and pricing of products may be subject to change.

## 13. Navigation and Safety

George Trails cannot be held liable for anyone getting lost or injury or death incurred

Navigation information is often supplied by third parties and third party GPS devices and smartphones are often used for navigation. Navigation accuracy can be influenced by various aspects such as the knowledge of the user, satellite signal, GPS antenna strength, mobile data and more...over which George Trails have no control

## 14. Electronic Communication

You accept that George Trails may communicate with you through the use of email, email newsletters and SMS by sending notifications of special promotions, new functionality and changes to the Service.

George Trails occasionally partners with Third Parties who wish to run joint promotional campaigns in the George Trails newsletters. None of your Personal Information will be shared with them. You may elect not to receive electronic marketing messages from us and may opt-out using the mechanism provided.

When George Trails sends an email to you, it is deemed that you have received it when you are capable of downloading the email.

When you send an email to George Trails, it is deemed to have been received when we reply to the message.

You agree that all electronic agreements, invoices, notices, disclosures and other communications between George Trails and you, the User, satisfy any legal requirement that such communications be in writing.

## 15. Disclosures Required by Section 43 of the Electronic Communications and Transactions Act No 25 of 2002

### **Full name and legal status of the Website Service Owner:**

Green Sport Foundation, a registered Non Profit Company in terms of the laws of the Republic of South Africa.

### **Website address and email address:**

[www.georgetrails.org.za](http://www.georgetrails.org.za) and [info@georgetrails.org.za](mailto:info@georgetrails.org.za)

**Physical address and telephone number where services are rendered:**

27 Cradock Street, George, 6529; Tel: +27 86 193 9354

**Postal Address:**

27 Cradock Street, George, 6529

**Registration number, names directors and the place of registration of the Website Owner:**

2016/056415/08; Rerner Rall; South Africa.

**Description of the main characteristics of the Service offered by the supplier:**

George Trails is a web-based service that provides information about hiking trails, running trails and mountain biking trails in and around George and the Garden Route. George Trails provides supplementary information on these outdoor activities. George Trails also provides an annual subscription service with connected retail discount benefits to its subscribers.

**The minimum duration of the agreement:**

One year and this Term does not automatically renew upon termination.

**Manner of payment:**

George Trails accepts credit or cheque card payments. All credit or cheque card transactions are done using a secure payment gateway, [Payfast](#). We do not capture or store any of your credit or cheque card details.

**Time within which services will be rendered:**

Unless otherwise agreed, the access to the Service will start when George Trails has issued you with activated login details.

**Record of the Transaction:**

George Trails will send you an invoice upon request after processing your payment.

**Physical Address where George Trails will accept legal service of documents:**

27 Cradock Street, George, 6529

## 16. Governing Law

The Laws of the Republic of South Africa governs the interpretation and validity of this Agreement.

## 17. General

These terms and conditions form the whole agreement between the Parties and supersede all prior agreements, other representations and understandings.

You acknowledge that George Trails uses third party vendors to provide the necessary hardware, software, networking, storage, and related technology required to provide the Service.

If a certain clause in this agreement is found not to be enforceable, that clause will be removed but the rest of the terms and conditions will still be valid.

Even if this agreement is terminated, the following clauses will continue to apply:

- Disclaimer and Limitation of Liability;
- Governing Law;

- General.

## 18. Interpretation and Definitions clause

**“Account”** means the Account opened when you registered to use the Service and includes all Personal Information and billing information submitted by you on the online registration form.

**“George Trails”** includes the directors, shareholders, employees, service providers and agents of the Green Sport Foundation

**“Intellectual Property”** refers to any copyrights, moral rights, goodwill, trademarks, source code, software applications, trade secrets or similar intellectual property rights.

**“Personal Information”** refers to the Personal Information that you submit to the Website and/or the Service while using the Service. It may include the following:

- Information relating to your age, race, culture and language;
- Banking details;
- Any identifying number, symbol, location information, online identifier or other particular assigned to you;
- Your address;
- Your personal opinions, views or preferences, except where they are about someone else;
- Correspondence you sent that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- Your name.

**“Service”** refers to the capturing, the secure online storage and the release of your Personal Information for use as an identifier to participating retail vendors in order to obtain discount benefits on their offered services and products.

**“Term”** means an annual cycle as described in clause 4.

**“Third Parties”** refer to people or legal entities other than you or George Trails.

**“Website”** refers to the official website address: [www.georgetrails.org.za](http://www.georgetrails.org.za)