

LEO wildlife and conservation volunteers

Privacy Policy of www.leoafrica.org

## Privacy

Last updated: May 16, 2020

# Thank you for visiting this Website. Please read these Terms and Conditions ("Terms") carefully before using this Site.

These Terms describe Our policies and procedures on the collection, use and disclosure of Your information when You use the Website and tells You about Your privacy rights and how the law protects You.

We use Your Personal data to provide and improve the Site. By using the Website, You agree to the collection and use of information in accordance with these Terms.

These Terms apply to the entire Website and to all the contents of LEOAFRICA, and to any correspondence by email between Us and You.

## User agreement

Please do not access or use this Website if You do not agree to be bound by these Terms. You must read, agree with and accept all of the Terms contained in this document which includes those explicitly set out below and those incorporated by reference, before You may make use of the Website and correlated services.

If You use this Website (including downloading or streaming from the Website) You will be bound by these Terms whether or not You have registered with Us, and they will form a contract between You and "LEO wildlife and conservation volunteers".

## Interpretation

The words of which the initial letter is capitalized have meanings defined under the following conditions.

The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

# Definitions

For the purposes of these Terms:

- "You or Your": means the individual accessing or using the website and related services.
- *"We, Our or Us":* means LEO wildlife and conservation volunteers, Hoopdal 96 KQ Rooiberg Road, Thabazimbi, South Africa.
- "Website or Site": refers to LEOAFRICA, accessible from www.leoafrica.org
- *"Service":* refers to the LEOAFRICA Website.
- *"Third-party Social Media Service":* refers to any website or any social network website through which a User can log in or create an account to use the Service.
- "Personal Data": is any information that relates to an identified or identifiable individual.
- *"Cookies":* are small files that are placed on Your computer, mobile device or any other device by a website, containing the details of Your browsing history on that website.
- "*Device*": means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- *"Usage Data":* refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

## Accessing and Using the website

You agree to only use the Site in a manner that conforms with all applicable laws and regulations and is consistent with the Terms and does not violate the rights of anyone else, nor restrict or inhibit their use and enjoyment of the website (including, without limitation, by hacking).

We reserve the right in our sole discretion to deny any user access to the Website or any part of it without prior notice.

## **Collecting and Using Your Personal Data**

#### **Types of Data Collected**

#### Personal Data

We may ask You to provide Us with certain personally identifiable information that can be used to contact or identify You. Personal information is collected in relation to specific activities which may include donations, surveys, e-mail newsletter, information requests, fundraising, and applications.

Personally identifiable information may include, but is not limited to:

- Name and Surname
- Email address
- Address, State, Province, ZIP/Postal code, City
- Usage Data

#### Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever You visit Our Service or when You access the Service by or through a mobile device.

#### Tracking Technologies and Cookies

We use Cookies and similar tracking technologies to track the activity on Our Service and store certain information. Tracking technologies used are beacons, tags, and scripts to collect and track information and to improve and analyse Our Service.

You can instruct Your browser to refuse all Cookies or to indicate when a Cookie is being sent. However, if You do not accept Cookies, You may not be able to use some parts of Our Service.

Cookies can be "Persistent" or "Session" Cookies. Persistent Cookies remain on Your personal computer or mobile device when You go offline, while Session Cookies are deleted as soon as You close Your web browser.

We use both session and persistent Cookies for the purposes set out below:

- Necessary / Essential Cookies
  - Type: Session Cookies

Administered by: Us

Purpose: These Cookies are essential to provide You with services available through the Website and to enable You to use some of its features. They help to authenticate users and prevent fraudulent use of user accounts. Without these Cookies, the services that You have asked for cannot be provided, and We only use these Cookies to provide You with those services.

- Cookies Policy / Notice Acceptance Cookies
  Type: Persistent Cookies
  Administered by: Us
  Purpose: These Cookies identify if users have accepted the use of cookies on the Website.
- Functionality Cookies
  - Type: Persistent Cookies
  - Administered by: Us

Purpose: These Cookies allow us to remember choices You make when You use the Website, such as remembering Your login details or language preference. The purpose of these Cookies is to provide You with a more personal experience and to avoid You having to reenter Your preferences every time You use the Website. For more information about cookies and Your choices regarding cookies, please visit allaboutcookies.org

# **Use of Your Personal Data**

We may use Personal Data for the following purposes:

- To provide and maintain Our Service: including to monitor the usage of Our Service.
- *To manage Your Account:* to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.
- *For the performance of a contract:* the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- *To contact You:* to contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.
- *To provide You*: with news, special offers and general information about other goods, services and events which We offer that are similar to those that You have already enquired about unless You have opted not to receive such information.
- To manage Your requests: to attend and manage Your requests to Us.

We may share Your personal information in the following situations:

• *With Service Providers:* We may share Your personal information with Service Providers to monitor and analyze the use of Our Service.

# **Retention of Your Personal Data**

We will retain Your Personal Data only for as long as is necessary for the purposes set out in these Terms.

The information received through the Website is held in Our database at Our head office in Hoopdal.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

# Your right to access your information

At any time, You can ask Us for a copy of the personal information We have on file about You or demand a rectification or removal of information.

# Security of Your Personal Data

The security of Your Personal Data is important to Us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, We cannot guarantee its absolute security.

## **Under 18's Privacy**

Any user under 18 must be sure to obtain a parent's or a guardian's permission before sending any information about him/her selves to Us or anyone on the internet. We do not knowingly collect personally identifiable information from anyone under the age of 18 without a parent's or a guardian's approval. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact Us. If We become aware that We have collected Personal Data from anyone under the age of 18 without parental/guardian consent, We take steps to remove that information from Our servers.

## Links to Other Websites

Our Service may contain links to other websites that are not operated by Us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

## Waiver

If You breach these Terms and We take no action, We will still be entitled to use Our rights and remedies later or in any other situation where You breach these Terms.

## Disclaimers

The information delivered in Our websites is intended to provide general information only and, as such, should not be considered as a substitute for advice covering any specific situation. You should seek appropriate advice before taking or refraining from taking any action in reliance on any information contained in Our web website. The material on this Website is provided 'as is', without any conditions, warranties, or other Terms of any kind.

You should exercise no lesser degree of caution in appraising what You see on the Website than You do offline. Even though contributors to Our Website are prohibited from doing so, people may provide information, or otherwise behave, in a way that is unreliable, misleading, or even illegal. You should also note that people may not necessarily be who they say they are. Your use of the Website is entirely at your own risk.

You may not access the Website from countries where its contents are illegal or unlawful. If You do access the Site from places outside the Republic of South Africa, You do so on Your own initiative and are responsible for compliance with local laws.

We do not guarantee that the functions contained in the Website will be uninterrupted or error free, that defects will be corrected, or that the Website or the server that makes it available is free of viruses or bugs or represents full functionality, accuracy or reliability of the content.

Where links are provided to products on a third party website, LEO wildlife and conservation volunteers cannot ensure that purchasers will be satisfied with any products or services that are bought from that third-party website and any complaints about the performance or otherwise of the product should be taken up with the manufacturer or retailer directly. The inclusion of a company's product on the Website does not represent any warranty of that product by LEO wildlife and conservation volunteers.

## Liability

We do not limit in any way Our liability by law for fraud or death or personal injury caused by Our negligence or breach of statutory duty or any other liability which cannot be excluded or limited under applicable law.

You agree that We will not be liable for: Any loss, disruption or damage to Your data or Your computer system; or any other loss or damages whatsoever (including, but not limited to, loss of profit or loss of use, direct, indirect or incidental loss) arising out of Your use or incapability to use Our Website (including downloading or streaming from the Website), their content, any information on or from the Website or any link to another website and whether such loss or damage arises in contract, offence (including negligence) or otherwise.

## Severability

If any one or more of the provisions of this agreement is held to be unenforceable, illegal or invalid in any respect by a court of competent jurisdiction, formerly the remaining provisions will nevertheless remain in full force and effect.

## **Events Beyond our Control**

We will not be accountable to You for any postponement in delivering any services or order or breach of Our obligations, if the delay or breach is due to acts of God, civil tumult, riots, malicious damage, floods, drought, fire, legislation, failure of ISP or telecommunications provider or other cause beyond Our reasonable control. This does not affect Your statutory rights.

## Law, Courts and Language

These Terms, use of Our Website and the supply of services by LEO wildlife and conservation volunteers are governed by and to be interpreted in accordance with South African law.

In the event of any disagreement arising in relation to these Terms, use of Our Website or in relation

to the supply of any services by Us the South African courts will have jurisdiction over the dispute.

These Terms and this Website are provided in the English language only.

### **Changes to these Terms**

We may update Our Terms from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

#### Who we are

LEO wildlife and conservation volunteers is the owner of the Website.

Our legal status is Close Corporation. The legal name is LEO wildlife and conservation volunteers. We retain the names LEO Africa, LEO, Limpopo Eco Operations as alternative names.

Physical address:

Hoopdal 96 KQ, Rooiberg Road Thabazimbi 0380 South Africa

## **Contact Us**

If You have any questions about this Privacy Policy, You can contact Us:

By email: enquiries@leoafrica.org

By phone: + 27 79 8772717