



BOTHO
UNIVERSITY

VIBRANCE • INNOVATION • IMPACT

TERMS OF USE FOR BOTHO UNIVERSITY DIGITAL/ELECTRONIC MEDIA PLATFORMS

- 1.1 These Terms apply to your use of the Botho University's Digital/Electronic Media Platforms. By accessing and using Botho University's Digital/Electronic Media Platforms:
 - 1.1.1 you agree to these Terms; and
 - 1.1.2 where your access and use is on behalf of another person (e.g. a company), you confirm that you are authorised to, and do in fact, agree to these Terms on that person's behalf and that, by agreeing to these Terms on that person's behalf, that person is bound by these Terms.
- 1.2 If you do not agree to these Terms, you are not authorised to access and use Botho University's Digital/Electronic Media Platforms, and you must immediately stop doing so.

2 CHANGES

- 2.1 We may change these Terms at any time by updating them on the Botho University's Digital/Electronic Media Platforms. Unless stated otherwise, any change takes effect immediately. You are responsible for ensuring you are familiar with the latest Terms. By continuing to access and use the Botho University's Digital/Electronic Media Platforms, you agree to be bound by the changed Terms.
- 2.2 We reserve the right to change, suspend, discontinue, or restrict access to Botho University's Digital/Electronic Media Platforms without notice or liability.
- 2.3 These Terms were last updated in January 2024.

3 DEFINITIONS

In these Terms:

including and similar words do not imply any limit.

Loss includes loss of profits, savings, revenue or data, and any other claim, damage, loss, liability and cost, including legal costs on a solicitor and own client basis.

personal information means information about an identifiable, living person and your personal identification information that you give us or we have collected

Terms means these terms and conditions titled *Terms of Use for all Botho University's Digital/Electronic Media Platforms*.

Underlying System means any network, system, software, data or material that underlies or is connected to the Botho University's Digital/Electronic Media Platforms.

User ID means a unique name and/or password allocated to you to allow you to access certain parts of the Botho University's Digital/Electronic Media Platforms.

We, us or our means Botho University and any and all of its subsidiaries or associated companies and campuses.

Botho University's Digital/Electronic Media Platforms means but not limited to Email, social media handles, Digital/Electronic Media platforms or any other virtual/digital/electronic medium officially belonging to Botho University

You means you or, if clause 1.1.2 applies, both you and the other person on whose behalf you are acting.

4 YOUR OBLIGATIONS

- 4.1 You must provide true, current and complete information in your dealings with us (including when setting up an account), and must promptly update that information as required so that the information remains true, current and complete.
- 4.2 If you are given a User ID, you must keep your User ID secure and:
- 3.2.1. not permit any other person to use your User ID, including not disclosing or providing it to any other person; and
 - 3.2.2. immediately notify us if you become aware of any disclosure or unauthorised use of your User ID, by sending an email to ISDhelpdesk@bothouniversity.ac.bw
- 4.3 You must:
- 3.3.1. not act in a way, or use or introduce anything (including any virus, worm, Trojan horse, timebomb, keystroke logger, spyware or other similar feature) that in any way compromises, or may compromise, the Botho University's Botho University's Digital/Electronic Media Platforms or any Underlying System, or otherwise attempt to damage or interfere with the Botho University's Botho University's Digital/Electronic Media Platforms or any Underlying System; and
 - 3.3.2. unless with our agreement, access the Botho University's Botho University's Digital/Electronic Media Platforms via standard web browsers only and not by any other method. Other methods include scraping, deep-linking, harvesting, data mining, use of a robot or spider, automation, or any similar data gathering, extraction or monitoring method.
- 4.4 You must obtain our written permission to establish a link to our Botho University's Digital/Electronic Media Platforms. If you wish to do so, email your request to ISDhelpdesk@bothouniversity.ac.bw
- 4.5 You indemnify us against all Loss we may suffer or incur as a direct or indirect result of your failure to comply with these Terms, including any failure of a person who accesses and uses our Botho University's Botho University's Digital/Electronic Media Platforms by using your User ID.

5 INTELLECTUAL PROPERTY

We (and our licensors) own all proprietary and intellectual property rights in the Botho University's Botho University's Digital/Electronic Media Platforms (including all information, data, text, graphics, artwork, photographs, logos, icons, sound recordings, and videos), and the Underlying Systems.

6 DISCLAIMERS

- 6.1 To the extent permitted by law, we and our licensors have no liability or responsibility to you or any other person for any Loss in connection with:
- 5.1.1. the Botho University's Digital/Electronic Media Platforms being unavailable (in whole or in part) or performing slowly;
 - 5.1.2. any error in, or omission from, any information made available through the Botho University's Digital/Electronic Media Platforms;
 - 5.1.3. any exposure to viruses or other forms of interference which may damage your computer system or expose you to fraud when you access or use Botho University's Digital/Electronic Media Platforms. To avoid doubt, you are responsible for ensuring the process by which you access and use the Botho University's Digital/Electronic Media Platforms protects you from this; and
 - 5.1.4. any site linked from the Botho University's Digital/Electronic Media Platforms. Any link on the Botho University's Digital/Electronic Media Platforms to other sites does not imply any

endorsement, approval or recommendation of, or responsibility for, those sites or their contents, operations, products or operators.

- 6.2 We make no representation or warranty that the Botho University's Digital/Electronic Media Platforms is appropriate or available for use in all countries or that the content satisfies the laws of all countries. You are responsible for ensuring that your access to and use of the Botho University's Digital/Electronic Media Platforms is not illegal or prohibited, and for your own compliance with applicable local laws.

7 LIABILITY

- 7.1 To the maximum extent permitted by law:

6.1.1. you access and use the Botho University's Digital/Electronic Media Platforms at your own risk; and

6.1.2. we are not liable or responsible to you or any other person for any Loss under or in connection with these Terms, the Botho University's Digital/Electronic Media Platforms, or your access and use of (or inability to access or use) the Botho University's Digital/Electronic Media Platforms. This exclusion applies regardless of whether our liability or responsibility arises in contract, delict [DRAFTING NOTE: IN CERTAIN JURISDICTIONS THIS TERM IS SUBSTITUTED WITH "TORT"] (including negligence), equity, breach of statutory duty, or otherwise.

- 7.2 To the maximum extent permitted by law and only to the extent clauses 7.1 of these Terms does not apply, our total liability to you under or in connection with these Terms, or in connection with the Botho University's Digital/Electronic Media Platforms, or your access and use of (or inability to access or use) the Botho University's Digital/Electronic Media Platforms, must not exceed USD \$10.00.

8 PRIVACY POLICY

8.1 You may be required to provide personal information to us, although in some cases if you choose not to do so then we will be unable to make certain sections of the Botho University's Digital/Electronic Media Platforms available to you. For example, we may need to have your contact information in order to provide you with updates on the status of your enquiry or application to us.

8.2 When you provide personal information to us, we will comply with the data protection laws (if any) of either of: Botswana, Eswatini, Ghana and Lesotho as applicable. The personal information you provide to us (including any information provided if you register for an account) is collected and may be used and processed for communicating with you, statistical analysis, the marketing by us of products and services to you, credit checks (if necessary), and research and development.

8.3 We may also collect technical information whenever you log on to, or visit the public version of our Botho University's Digital/Electronic Media Platforms. This may include information about the way users arrive at, browse through and interact with our Botho University's Digital/Electronic Media Platforms. We may collect this type of technical information through the use of *cookies* and other means. *Cookies* are alphanumeric identifiers that we transfer to your computer's hard drive to enable our systems to recognise your browser. If you want to disable *cookies*, you may do so by changing the settings on your browser. However, if you do so, you may not be able to use all of the functions on the Botho University's Digital/Electronic Media Platforms. We use the technical information we collect to have a better understanding of the way people use our Botho University's Digital/Electronic Media Platforms, to improve the way it works and to personalise it to be more relevant and useful to your particular needs. We may also use this information to assist in making any advertising we display on the Botho University's Digital/Electronic Media Platforms more personalised and applicable to your interests.

- 8.4 Generally, we do not disclose personal information to third parties for them to use for their own purposes. However, some of the circumstances in which we may do this are:
- a to service providers and other persons working with us to make Botho University's Digital/Electronic Media Platforms available or improve or develop its functionality (e.g. we may use a third-party supplier to host Botho University's Digital/Electronic Media Platforms);
 - b in relation to the proposed purchase or acquisition of our business or assets; or
 - c where required by applicable law or any court, or in response to a legitimate request by a law enforcement agency or governmental regulatory authority.
 - d Where students have contracts with sponsors we can share their data with the sponsors to fulfil the requirements of the contract.
- 8.5 Any personal information you provide to us may be stored on the secure data servers of our trusted external IT service providers with whom we have a contract and these servers, may be located within or outside Botswana, Eswatini, Ghana, Lesotho and/or Namibia or any other country.
- 8.6 You have the right to request access to and correction of any of the personal information we hold about you. If you would like to exercise these rights, please email us at ISDhelpdesk@bothouniversity.ac.bw
- 8.7 We have a system of retention periods in place to ensure that your information is only stored whilst it is required for the relevant purposes or to meet legal requirements. Where your information is no longer required, we will ensure it is disposed of in a secure manner.

9 SUSPENSION AND TERMINATION

- 9.1 Without prejudice to any other right or remedy available to us, if we consider that you have breached these Terms or we otherwise consider it appropriate, we may immediately, and without notice, suspend or terminate your access to the Botho University's Digital/Electronic Media Platforms (or any part of it).
- 9.2 On suspension or termination, you must immediately cease using the Botho University's Digital/Electronic Media Platforms and must not attempt to gain further access.

10 GENERAL

- 10.1 If we need to contact you, we may do so by email or by posting a notice on the Botho University's Digital/Electronic Media Platforms. We also call, SMS, Whatsapp our clients as well as prospects as deemed appropriate. You agree that this satisfies all legal requirements in relation to written communications.
- 10.2 These Terms, and any dispute relating to these Terms or the Botho University's Digital/Electronic Media Platforms, are governed by and must be interpreted in accordance with the laws of either of: Botswana, Eswatini, Ghana, Lesotho and/or Namibia, as applicable to the user's location Each party submits to the non-exclusive jurisdiction of the Courts of Botswana, Eswatini, Ghana, Lesotho and/or Namibia, as applicable to the user's location in relation to any dispute connected with these Terms or Botho University's Digital/Electronic Media Platforms.
- 10.3 Clauses which, by their nature, are intended to survive termination of these Terms, including clauses 4.5, 5, 6, 7, 10.1, continue in force.
- 10.4 If any part or provision of these Terms is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If a modification is not possible, the part or provision must be treated for all purposes as severed from these Terms. The remainder of these Terms will be binding on you.



10.5 These Terms set out everything agreed by the parties relating to your use of the Botho University's Digital/Electronic Media Platforms and supersede and cancel anything discussed, exchanged or agreed prior to you agreeing to these Terms. The parties have not relied on any representation, warranty or agreement relating to the Botho University's Digital/Electronic Media Platforms that is not expressly set out in the Terms, and no such representation, warranty or agreement has any effect from the date you agreed to these Terms.

OWNERSHIP DETAILS	
Document Name	Terms of use for Botho University Digital/Electronic Media Platforms
Author/Developer	Information Systems Department
Approved	DPVC – Employability and Technology
Version number	000
Effective from	10/01/2024
Date of review	10/01/2024
Owner (if different from above)	Information Systems Department

Revision History

Version	Date	Revision description/summary changes	Author