



# Namibia Nature Foundation

## Namibia Nature Foundation Website Terms of Use 2024

### Introduction

These Website Standard Terms and Conditions manage your use of the Namibia Nature Foundation website (accessible at [www.nnf.org.na](http://www.nnf.org.na)), which provides information about our conservation work, project updates, and opportunities for engagement, including educational resources, vacancies, donations, and volunteering.

These Terms will be applied fully and affect to your use of this Website. By using this Website, you agreed to accept all terms and conditions written in here and agree to comply with all applicable laws and regulations of the Republic of Namibia and any other jurisdiction relevant to your use of the website. You must not use this Website if you disagree with any of these Website Standard Terms and Conditions.

### Intellectual Property Rights

Other than the content you own under these Terms, Namibia Nature Foundation and/or its partners own all intellectual property rights to the conservation-related reports, educational resources, images, videos, and other materials contained on this Website.

You are granted limited license only for purposes of viewing the material contained on this Website.

### Personal Information

When accessing or interacting with the Namibia Nature Foundation (NNF) through this Website, you may be asked to provide Personal Information. NNF handles and safeguards this information in line with its Privacy Statement.

### Restrictions

You are specifically restricted from the following regarding the materials on this Website:

- publishing any Website material in any other media;
- use any logos of the website without authorization;





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- selling, sublicensing and/or otherwise commercializing any Website material;
- publicly performing and/or showing any Website material;
- using this Website in any way that is or may be damaging to this Website;
- using this Website in any way that impacts user access to this Website;
- using this Website contrary to applicable laws and regulations, or in any way may cause harm to the Website, or to any person or business entity;
- engaging in any data mining, data harvesting, data extracting or any other similar activity in relation to this Website;
- using this Website to engage in any advertising or marketing.

Certain areas of this Website are restricted from being accessed by you and Namibia Nature Foundation may further restrict access by you to any area of this Website, at any time, in absolute discretion. Any user ID and password you may have for this Website are confidential and you must maintain confidentiality as well or use another person's user ID without authorization.

Violations of any of these restrictions may result in immediate suspension or termination of the user's log-in credentials and access to the website.

## Your Content

Your Content must align with the mission of the Namibia Nature Foundation, particularly in supporting environmental conservation and sustainability. "Your Content" shall mean any audio, video text, images or other material you choose to display on this Website. By displaying Your Content, you grant Namibia Nature Foundation a non-exclusive, worldwide irrevocable, sub licensable license to use, reproduce, adapt, publish, translate and distribute it in any and all media.

Your Content must be your own and must not be invading any third-party's rights. Namibia Nature Foundation reserves the right to remove any of Your Content from this Website at any time without notice.

## User Accounts and Contact Information

If you have a user account or need assistance regarding website content or incidents, please contact us directly at [contact email] or through the provided contact details on this Website.

## No Warranties

This Website provides information about the Namibia Nature Foundation, and while the Namibia Nature Foundation strives for accuracy, the information is provided 'as is' with all faults. Namibia Nature Foundation express no representations or warranties, of any kind related to this Website or the materials contained on this Website.





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Also, nothing contained on this Website shall be interpreted as advising you. Unless explicitly noted otherwise, the findings, interpretations, and conclusions presented in the materials on this website reflect the perspectives of the individual authors and may not represent the views of NNF.

## Limitation of Liability

In no event shall Namibia Nature Foundation, nor any of its officers, directors and employees, representatives, partners and donors shall be held liable for anything arising out of or in any way connected with your use of this Website whether such liability is under contract. Namibia Nature Foundation, including its officers, directors and employees shall not be held liable for any indirect, consequential or special liability arising out of or in any way related to your use of this Website.

## Indemnification

You hereby agree to indemnify, defend and hold harmless to the fullest extent Namibia Nature Foundation from and against any and/or all liabilities, costs, demands, causes of action, damages and expenses arising in any way related to your use of the website and breach of any of the provisions of these Terms.

## Severability

If any provision of these Terms is found to be invalid under any applicable law, such provisions shall be deleted without affecting the remaining provisions herein.

## Variation of Terms

Namibia Nature Foundation is permitted to revise these Terms at any time as it sees fit, and by using this Website you are expected to review these Terms on a regular basis.

## Assignment

The Namibia Nature Foundation is allowed to assign, transfer, and subcontract its rights and/or obligations under these Terms without any notification. However, you are not allowed to assign, transfer, or subcontract any of your rights and/or obligations under these Terms.

## Entire Agreement

These Terms constitute the entire agreement between Namibia Nature Foundation and you in relation to your use of this Website, and supersede all prior oral or written agreements, representations, communications and understandings.





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## Arbitration

By accessing the NNF website, you consent to resolve any disputes, claims or controversies that arise from or related to these terms of use, your use of the website, or any products and services acquired through the website solely through binding arbitration. The dispute or difference will be submitted to arbitration, to be held in Windhoek, Namibia, in accordance with the provision of the Arbitration Act 42 of 1965.

## Governing Law & Jurisdiction

These Terms, and any products and services acquired through the website will be governed by and interpreted in accordance with the laws of the Republic of Namibia.

You furthermore agree that any disputes arising out of these terms, your use of the website and any products and services acquired through the website shall be subject to the exclusive and non-exclusive jurisdiction of the courts of Namibia.

