

1. Scope

Thank you for using the services and products provided by the National Integrated Cyberinfrastructure System (NICIS) Data Intensive Research Initiative of South Africa (DIRISA). The DIRISA Services are provided by the Council for Scientific and Industrial Research (“CSIR” or “we”), with its business address at Meiring Naude Road, Brummeria, Pretoria, South Africa.

The CSIR gives you, the user, a personal licence to use DIRISA Services. The issuing of a licence for using the DIRISA Services will always be at the discretion of the CSIR. This licence is for the sole purpose of enabling you to use and benefit from the NICIS services as provided by the CSIR, in the manner permitted by these terms and conditions.

This policy is applicable and must be accepted by all DIRISA user’s who want to use any of the DIRISA’s services. These terms and conditions create a binding legal contract so please read them carefully.

2. Introduction

This terms and conditions policy specifies the rules that govern your access and usage of all DIRISA services. This includes registration, storing data, generating persistent identifiers, processing data and transmitting data. The purpose of DIRISA services is to provide data infrastructure and related services to the research community that enable them to conduct data intensive research and to manage research data in a sound manner.

3. Using DIRISA Services

- 3.1. By using the DIRISA Services you confirm that you are an adult or have obtained the appropriate permission from your parent or guardian to use the DIRISA Services and/or to share any information related to the registering on or using of the DIRISA Services.
- 3.2. If you are using the services on behalf of an organisation, you are agreeing to these terms and conditions on behalf of that organisation and undertake that you are duly authorised and have the correct authority to do so ("you" and "your" will refer to the organisation).

- 3.3. You shall not misuse the DIRISA Services. For example, do not: override any security feature of the DIRISA services; interfere with the DIRISA Services; or try to access them using a method other than the interface and instructions that we provide.
- 3.4. You may use the DIRISA Services only as permitted by law and these terms and conditions.
- 3.5. You may in consultation with DIRISA modify parts of the DIRISA Services.
- 3.6. You shall take reasonable steps to protect your account and account credentials. These credentials should not be shared.
- 3.7. You shall keep your registered information correct and up to date.
- 3.8. You are not allowed to rent, lease, loan, trade, sell/re-sell your access or licence to the DIRISA Services.
- 3.9. You may not use the DIRISA Services for commercial endeavours, such as advertising or soliciting any user to buy or sell any products or services or for purposes not related to research.
- 3.10. When using DIRISA's Services you agree to act honestly and professionally; refrain from sharing/uploading/posting inappropriate, inaccurate, or objectionable content; harassing, abusing, discriminating against, participating in hate-speech or harming another person or unlawfully infringing on another user's right to use and enjoy DIRISA services. Must take reasonable steps to encrypt and secure confidential data or data of a sensitive nature. We will do our bit.
- 3.11. You shall use or store information and data on DIRISA's Services system in a manner that would not expose it to viruses or any other malicious code.
- 3.12. You acknowledge that DIRISA's services provide content, some of which is not the CSIR's. This content is, and remains the sole responsibility of, the entity that makes it available.
- 3.13. You acknowledge that all intellectual property and the associated intellectual property rights, which includes but is not limited to, copyrights, patents, trademarks, service marks, logos, trade names, domain names, website content, electronic and manual processes and techniques, information assets, merchandise, catalogues, designs and all "know how" and trade secrets (whether registered or not) which are proprietary to the CSIR are owned by the CSIR. But the data stored at DIRISA is not owned by the CSIR.

- 3.14. You may not imply or state that you are sponsored by or affiliated to the CSIR by merely using DIRISA's Services.
- 3.15. We may, from time to time, review data stored on our system to determine whether it is illegal or violates our policies. We may also remove or refuse to include/host/store data that we reasonably believe violates our policies or the law. However, that does not necessarily mean that we review all data, so please do not assume that we do.
- 3.16. We reserve the right to close your account should it not be accessed for a period of twelve consecutive months unless prior arrangements have been made. We will; however, provide you with notice via the email associated with your account before we do so.
- 3.17. We may suspend or stop providing DIRISA's services to you if you do not comply with our terms and conditions or policies, or if we reasonably suspect that you have, or if we are investigating any suspected noncompliance.
- 3.18. You acknowledge that any breach of this agreement may result in civil or criminal action or a regulatory sanction being brought against you.

4. Your DIRISA User Account

- 4.1. In order to make use of the DIRISA service, you must have a valid DIRISA user account.
- 4.2. This information may be used to contact you to obtain feedback about the tool. By using this service, you consent to the collection, retention, and use of your personal information. Your information will not be used for marketing purposes.
- 4.3. Your DIRISA user account details, being your username/email and password, are confidential and not transferable. Do not divulge them to another person and take reasonable steps to prevent your user account details from becoming known to other people.
- 4.4. You will be held responsible for any activity that occurs on or through your user account, so do not allow others to make use of your user account. You should also try not to reuse your user account password on other applications or websites.
- 4.5. If you learn of, or reasonably suspect, any unauthorised use of your user account, you must inform us immediately at dirisa@csir.co.za.
- 4.6. You agree to keep your contact details updated as they change.

- 4.7. Your personal data will be processed in accordance with the privacy policy of DIRISA and its associated services.

5. Modifying and Terminating DIRISA Services

- 5.1. We are constantly changing and improving DIRISA. We may add or remove functionality and/or features, and we may suspend or stop any DIRISA service altogether.
- 5.2. You can end your licence for DIRISA by deleting such content from the DIRISA services (unsubscribing from...), or generally by closing your account, except to the extent you shared it with others as part of the DIRISA and they copied or stored it. Data may be retained by us if there is a lawful and justifiable reason to do so.
- 5.3. We believe that you own your data and preserving your access to such data is important. If we discontinue DIRISA, where reasonably possible, we will give you reasonable notice and the opportunity to retrieve your data from DIRISA.
- 5.4. The CSIR is under no obligation to continue storing any data or to provide a user with a copy of their data once an account has been closed or a licence has been terminated – except to the extent required by law.

6. Disclaimer

- 6.1. To the extent permitted by law, the CSIR excludes all liability to you as the user and any person and/or legal entity for any consequences, including but not limited to, all claims losses, damages, costs, expenses and any other compensation, arising directly or indirectly from the use of the <name of service> system (in part or in whole) and any information, data or material contained in it or arising from it or functionality made available through it.
- 6.2. To the extent permitted by law, you the user indemnifies the CSIR against all liability for any consequences, including but not limited to, all claims losses, damages, costs, expenses and any other compensation incurred by you or any other third party, arising directly or indirectly from the use of the DIRISA system (in part or in whole) and any information, data or material contained in it or arising from it or functionality made available through it.
- 6.3. The CSIR will try to maintain a high availability rate of DIRISA services on a best-effort basis and but cannot guarantee system availability.

- 6.4. DIRISA data and other content is backed up regularly, however, the CSIR will not, to the extent permissible by law, be held liable for any damages or losses occurring as a result of any information/data/content loss.
- 6.5. To the extent permitted by law, the CSIR excludes all warranties.
- 6.6. Certain features in our services use third party services and APIs such as Javascript libraries or web fonts and icons. Information used by an external service is governed by the privacy policy of that service.
- 6.7. DIRISA services do not make use of any cookies.

7. About these Terms and Conditions

- 7.1. We reserve the right to modify these terms and conditions or any additional terms and conditions that apply to DIRISA to, for example, reflect changes to the law or changes to DIRISA. You will be notified and required to accept the new terms and conditions, which will not apply retrospectively, in order to continue to use DIRISA.
- 7.2. DIRISA services may have additional terms and conditions specified. If there is any inconsistency between these terms and conditions and the additional terms and conditions, the additional terms and conditions will prevail to the extent of the inconsistency.
- 7.3. The laws of South Africa will apply to all aspects of any dispute arising out of or relating to these terms and conditions or the use of the <name of service> service.

8. Contact

Contact the DIRISA team on dirisa@csir.co.za about this policy or any other related query.

9. Revision

These terms were last revised on 17 May 2023 and may be revised at any time. Usage of the DIRISA services indicates that you understand and agree to these terms and conditions.