

Terms & Conditions for Private Group Participation

Effective Date: 30th of September, 2025

1. Definitions.

- 1.1. "KIG" refers to the Knysna Infrastructure Group NPC, a company registered under number 2025/422212/08 in the Republic of South Africa.
- 1.2. "Defamatory" means any statement that exposes an individual or entity to hatred, ridicule, or contempt, or which causes them to be shunned or avoided, or which tends to injure them in their office, profession, or trade, as interpreted under South African common law.
- 1.3. "Hate Speech" includes any communication that propagates, advocates, or incites hatred, hostility, or violence against a group or individual based on attributes such as race, ethnicity, religion, gender, sexual orientation, or other protected characteristics, as defined in the Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000.
- 1.4. "Personal Information" has the meaning assigned to it in the Protection of Personal Information Act 4 of 2013 (POPIA), including any information relating to an identifiable, living, natural person.
- 1.5. "Political Activity" encompasses any form of campaigning, endorsement, criticism, or discussion related to political parties, candidates, elections.

2. Purpose of the Group

These groups are established for the following purposes:

- 2.1. To enable residents to report, track, and escalate infrastructure and municipal service delivery issues.
- 2.2. To facilitate information-sharing, relevant to the improvement of local services.
- 2.3. To foster constructive, solution-oriented dialogue among residents and the KIG.
- 2.4. These groups are not platforms for political activity, commercial promotion, or personal agendas.

3. Membership

- 3.1. Membership is a courtesy, not a right. No individual is entitled to membership.
- 3.2. The KIG retains exclusive discretion to approve, remove, or block any member at any time.
- 3.3. Membership is subject to these Terms & Conditions, and adherence is mandatory.
- 3.4. Membership does not confer authority to represent KIG, the municipality, or other residents.
- 3.5. Membership is non-transferable and cannot be assigned to any other individual or entity.
- 3.6. By joining, members automatically accept the Terms and Conditions for Private Group Participation, including compliance with group rules, policies, code of conduct, privacy policies, and legal obligations outlined in official documentation or on the group's platform.

4. **Conduct Requirements**

Members must:

- 4.1. Provide accurate, factual, and relevant information related to municipal infrastructure and service delivery.
- 4.2. Maintain a respectful and civil tone toward other members and KIG representatives.
- 4.3. Focus discussion on constructive, issue-based contributions, not personal, political, or partisan content.
- 4.4. Comply with all applicable laws, including laws regarding privacy, defamation, and intellectual property.
- 4.5. Refrain from using foul language, hate speech, bigotry, or discriminatory remarks of any kind (race, religion, sex, or other protected categories).
- 4.6. Members must not share personal information of others without consent.
- 4.7. All content shared in the group is intended for internal community discussion only.
- 4.8. Members must not use group content for political, commercial, or other external purposes without written permission from KIG.

5. **Prohibited Conduct:**

The following behaviours are strictly prohibited:

- 5.1. Political campaigning, promotion, or commentary.
- 5.2. Personal attacks, harassment, intimidation, or bullying.
- 5.3. Posting false, misleading, defamatory, or inflammatory information. Defamatory remarks are strictly forbidden; members should contact admin to address concerns.
- 5.4. Undermining or interfering with KIG operations or attempting to redirect group focus for unrelated purposes.
- 5.5. Sharing commercial or fundraising content without explicit KIG approval.
- 5.6. Distributing content that violates privacy, copyright, or any applicable law.
- 5.7. Recording, screenshotting, or redistributing content from the group for external political, commercial, or personal purposes.

6. **Moderation, Warnings, and Enforcement:**

- 6.1. KIG Admins are empowered to monitor and moderate group activity to ensure compliance with these Terms & Conditions.
- 6.2. Breaches may result in:
 - 6.2.1. Immediate removal from the group
 - 6.2.2. Blocking from rejoining
 - 6.2.3. Reporting to authorities if conduct violates applicable law
- 6.3. For minor or first-time breaches, KIG Admins may, at their discretion, issue a private warning to the member, outlining the violation and required corrective action, prior to imposing enforcement measures under Section 6.2.
- 6.4. Repeated or severe breaches, including but not limited to hate speech, defamation, or privacy violations, will result in immediate enforcement as provided for under 6.2 without prior warning.
- 6.5. No member may dispute or override administrative decisions within the group. Admin decisions are final.

7. **Dispute Resolution:**
 - 7.1. Members wishing to challenge enforcement or administrative decisions may submit feedback directly to KIG Admin in private.
 - 7.2. Public debates or challenges within the group are prohibited.
 - 7.3. Privacy and Confidentiality
 - 7.4. The KIG complies with the Protection of Personal Information Act 4 of 2013 (POPIA) in the collection, processing, storage, and deletion of personal information shared within the group.
 - 7.5. By joining the group, members consent to the processing of their personal information in accordance with POPIA solely for the purposes of group administration, moderation, and facilitating discussions on municipal infrastructure and service delivery. Such information will be retained only as long as necessary for these purposes and will be securely deleted thereafter.
 - 7.6. Members may request access to, correction of, or deletion of their personal information by contacting the KIG Admin in private.

8. **Intellectual Property:**
 - 8.1. All content produced by the KIG or shared in the group remains the property of the KIG or its contributors.
 - 8.2. Members are prohibited from reproducing, distributing, or publicly publishing content without prior written permission.
 - 8.3. Limitation of Liability
 - 8.4. KIG is not responsible for:
 - 8.4.1. Any errors, omissions, or disputes arising from content shared by members
 - 8.4.2. Any damages or losses incurred by members due to participation in the group
 - 8.4.3. Third-party actions resulting from content shared in or taken from the group.
 - 8.4.4. Participation is entirely voluntary and at the members' own risk.

9. **Legal Compliance:**
 - 9.1. Members are expected to comply with all relevant laws, including:
 - 9.2. Privacy laws
 - 9.3. Defamation and harassment laws
 - 9.4. Copyright and intellectual property laws
 - 9.5. South African Constitution and municipal regulations
 - 9.6. Breaches may be referred to relevant authorities.

10. **Amendments:**
 - 10.1. KIG reserves the right to update or amend these Terms & Conditions at any time.
 - 10.2. Continued participation after amendments constitutes acceptance of the updated terms.

11. **Final Statement:**
 - 11.1. Membership is a privilege, not a right.
 - 11.2. Failure to comply with these Terms & Conditions — including posting defamatory remarks — will result in immediate removal and blocking, without warning or appeal.
 - 11.3. These Terms & Conditions are binding and enforceable under South African law.