

Policyinnovationlab.tech terms of use

Version	1.0
Effective date	1 July 2025

1. About these terms

- 1.1. The policyinnovationlab.tech platform (herein "**Platform**") is made available by Stellenbosch University's Policy Innovation Lab (a part of the School for Data Science and Computational Thinking) (herein "**Policy Innovation Lab**") for use by authorised policymakers to advance evidence-informed policymaking.
- 1.2. The Policy Innovation Lab can be contacted at the following email address: graym@sun.ac.za, or willemf@sun.ac.za if the former is unavailable.
- 1.3. By using the Platform, users (herein each a "**User**") agree to the terms of use set out in this document, and the other terms incorporated herein by reference (collectively herein "**Terms**").
- 1.4. The Platform is made available as a custom model on the enterprise platform of OpenAI LLC (herein "**OpenAI**") called "ChatGPT". By using the Platform, you also agree to the prevailing terms and policies published by OpenAI at <https://openai.com/policies/> and elsewhere for the use of the ChatGPT (herein "**ChatGPT Terms**"), which are incorporated herein by reference. In the event of a conflict between these Terms and the ChatGPT Terms, the latter shall prevail.
- 1.5. **If a User does not agree to these Terms, or is not legally capable of doing so, it may not access or use the Platform.**
- 1.6. **These Terms contain provisions that may limit rights at law, or place additional obligations on a User, some of which may be onerous. While Users should have careful regard to all of the Terms, we have endeavoured to draw attention to onerous obligations by bolding them.**
- 1.7. We reserve the right to amend these Terms from time to time, with the revised Terms taking effect on the date of its publication. Continued use of the Platform shall signify a User's consent and acceptance to the revised Terms. As such, Users also agree to keep yourself apprised of the prevailing Terms.

2. Access to Platform

- 2.1. The Platform is restricted for use by authenticated Users (each herein an "**Authenticated User**") with valid authentication credentials issued by the Policy Innovation Lab from time to time.
- 2.2. Users agree to keep their authentication credentials confidential and secure, and not to share such information with any third parties.
- 2.3. If a User suspects that his/her/x's authentication credentials may have been compromised, it should immediately be reported to the Policy Innovation Lab at the above-mentioned email address.

3. Use of artificial intelligence

- 3.1. Users acknowledge and agree that the Platform passes any data provided by a User, such as instructions, text and documents (collectively herein "**Input Data**") to ChatGPT, which in turn returns an output to the Platform that is displayed via the Platform's interface.
- 3.2. Artificial intelligence inherently carries risks due to the nature and inherent limitations of the technology. By using the Platform, you acknowledge and accept the following:
 - 3.2.1. **Bias.** Any Output received from the Platform (herein "**Output Data**") may reflect biases present in training data. The Policy Innovation Lab cannot control, and are not responsible, for any biased or offensive material produced in any Output Data.
 - 3.2.2. **Inaccuracy.** The Platform may at times produce information that is incorrect, incomplete, or outdated. Users are responsible for independently verifying the accuracy and completeness of any Output, and any reliance placed on Output Data is solely at the User's risk.
 - 3.2.3. **Similarity of Output.** Due to the nature of the technology, the Output may not be unique, and other users may receive similar Output Data from our Platform, or ChatGPT itself.
- 3.3. Users should not submit any confidential information as part of Input Data.
- 3.4. Users should not submit any personal information as part of Input Data, unless the User has a lawful basis to do so.

4. Ownership of intellectual property

4.1. The Platform

- 4.1.1. The intellectual property rights, including copyright, in and to the Platform vest in the Policy Innovation Lab and its licensors, as the case may be.

- 4.1.2. The use of the Platform is limited to the rights and entitlements set out in these Terms, read with the ChatGPT Terms.

4.2. Input Data

- 4.2.1. As between Users and the Policy Innovation Lab, Users retain the rights in and to any data or prompts that you enter into the Platform.
- 4.2.2. The Platform and OpenAI shall only be licensed to use Input Data as strictly necessary to provide the functionality of the Platform. Specifically, neither the Policy Innovation Lab nor OpenAI shall be authorised to use the Input Data for training purposes.

4.3. Output Data

- 4.3.1. Subject to the ChatGPT Terms, you own the rights to any Output Data and the Policy Innovation Lab make no claim to it.

5. **Restrictions on use**

- 5.1. Without derogating from the ChatGPT Terms, Users may not directly or indirectly:
 - 5.1.1. attempt or assist anyone to reverse engineer, decompile or discover the source code or underlying components of the Platform;
 - 5.1.2. represent that any Output Data from the Platform was human-generated when it was not;
 - 5.1.3. attempt to circumvent or compromise any security measures of the Platform;
 - 5.1.4. place an unreasonable or disproportionate load on the Platform by submitting a high volume of requests within a short period;
 - 5.1.5. use the Platform to upload, post, transmit, or distribute any material that is obscene, threatening, violent, racist, defamatory, offensive, or otherwise unlawful; or
 - 5.1.6. use the Platform in any way that infringes, misappropriates or violates any third-party rights.
- 5.2. The Policy Innovation Lab reserves the right to take any steps necessary to preserve the security, integrity and reliability of the Platform without prior notice to Users.
- 5.3. Users are solely responsible for ensuring that their use of the Platform complies with all applicable laws, regulations, and applicable standards.
- 5.4. The Policy Innovation Lab reserves the right to discontinue or modify any features, functionality, or support for the Platform at any time without liability to you.

6. Disclaimers

- 6.1. To the maximum extent possible under applicable law, the Platform is used entirely at the risk of Users. The Platform is made available "as is", without any warranty, representation, or undertaking, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement.**
- 6.2. Specifically, and to the maximum extent possible under applicable law, the Policy Innovation Lab does not warrant, represent, or undertake that:**
 - 6.2.1. the Platform will be compliant with local or international laws;**
 - 6.2.2. the Platform will always be available or that its operation will be uninterrupted or error-free; the Platform may be temporarily unavailable due to maintenance, updates, upgrades, or other reasons beyond our control; or**
 - 6.2.3. any data or information stored, transmitted, or managed by the Platform will be secure, or that the integrity of data will be maintained.**

7. Limitation of liability

- 7.1. To the maximum extent possible under applicable law, in no event shall the Policy Innovation Lab, its affiliates, licensors, or service providers be liable for any direct, indirect, incidental, special, consequential, or punitive damages, or any loss of profits, revenue, data, goodwill, or other intangible losses, including, without limitation, any claims or damages arising out of or related to:**
 - 7.1.1. your use of or inability to use the Platform, or its failure to operate as intended;**
 - 7.1.2. unauthorised access to or alteration of your data;**
 - 7.1.3. third-party content or conduct;**
 - 7.1.4. loss of data or corruption of files;**
 - 7.1.5. errors or omissions in the Platform; and**
 - 7.1.6. breach of security measures or unauthorised access, use, or distribution of your data or personal information,**
- 7.2. The foregoing shall apply even if the Policy Innovation Lab has been advised of the possibility of such damages, the limitations set forth herein shall apply regardless of the form of action, whether in contract, delict (including negligence), strict liability, or otherwise.**

- 7.3. Some jurisdictions do not allow the exclusion or limitation of liability for certain types of damages, including direct or consequential damages. In such jurisdictions, the Policy Innovation Lab's liability is limited to the maximum extent permitted by law.

8. Indemnity

- 8.1. **To the maximum extent possible under applicable law, you agree to keep the Policy Innovation Lab, its licensors, service providers, affiliates, and group companies indemnified from any claim, cost, damage, expense or other adverse consequence arising from:**

- 8.1.1. **your violation of the terms of these Terms;**
- 8.1.2. **your use of and access to the Platform;**
- 8.1.3. **any violation of any third-party rights; and**
- 8.1.4. **your violation of any law, rule, or regulation, or the rights of any third party.**

9. Termination

- 9.1. **A User's rights under these Terms will automatically terminate if you fail to comply with any term or condition of these Terms.**
- 9.2. **The Policy Innovation Lab may terminate a User's right to use the Platform on written notice.**
- 9.3. **Upon termination of a User's rights to use the Platform for any reason, such User shall have no further entitlement to use the Platform or any Intellectual Property, and must immediately cease all use of the Platform.**

10. Interpretation

- 10.1. For purposes of these Terms:
- 10.1.1. the rule of interpretation that a contract will be interpreted against the party responsible for the drafting and preparation thereof will not apply;
 - 10.1.2. unless the context shows otherwise, a clause which includes a specific example or examples will not be construed as limiting the meaning of the general wording preceding it; and
 - 10.1.3. the termination or expiry of these Terms will not affect those provisions which expressly provide that they will continue to operate after such termination or expiry, or those provisions which of necessity must continue to have effect after such termination or expiry, even where those clauses do not expressly provide for this.

11. General

- 11.1. **Applicable law.** These Terms shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa. Unless and to the extent expressly agreed otherwise in this Terms, the we agree that the High Court of South Africa, Western Cape Division, shall have exclusive jurisdiction to hear any disputes that may arise from this Terms.
- 11.2. **Whole agreement.** This Terms constitutes the whole agreement between us as to the subject matter hereof. None of us shall have any claim or right of action arising from any undertaking, representation or warranty not included in this Terms.
- 11.3. **Severability.** Each provision of these Terms is severable from the other provisions. Should any provision be found by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of these Terms will remain binding and continue with full force and effect.
- 11.4. **Cost of legal services.** Each of us will pay its own costs and expenses incurred by it in connection with the negotiation, drafting, re-drafting, entering into and implementation of legally binding documents. Should any one of us instruct attorneys to take any steps to enforce any rights in terms of this Terms arising from a breach thereof, then the breaching party shall be liable for all legal and incidental costs, including legal fees on the attorney and own client scale, collection commission and tracing charges.