

Terms and Conditions for Moodify

Last Updated: 15 November 2024

Introduction

Welcome to Moodify, a digital platform created as an academic project by students from Richfield College, Umhlanga, for educational purposes. These Terms and Conditions govern your access to and use of the Website and its features, tools, and services.

By accessing or using the Website, you acknowledge that you have read, understood, and agreed to be bound by these Terms. If you do not agree to these Terms, please discontinue your use of the Website immediately.

This document outlines your rights and obligations while using Moodify. For any questions, feel free to contact us at moodifysa@gmail.com

1. Definitions

To ensure clarity, the following definitions apply throughout this document:

- “Website” refers to the Moodify platform, including all associated services, tools, and features accessible through its domain.
- “User,” “you,” or “your” refers to anyone accessing or using the Website.
- “Developers” refers to the team of students who created the Website as part of a group project.
- “Services” include all functionality, features, tools, and resources offered by the Website.
- “Content” means all information, text, graphics, and materials made available through the Website.

2. Scope and Purpose

Moodify was developed exclusively as an educational project and is intended for academic evaluation and demonstration purposes only.

i) Non-Commercial Nature:

- The website is currently a temporary project and not yet intended for professional or commercial use.
- It is not yet designed to provide real-world mental health services or advice.

ii) Functional Limitations:

- Some features of the Website may be incomplete, non-functional, or only partially operational.

iii) Simulated Environment:

- Any references to mental health services, tools, or advice are purely for simulation purposes.
- Users are reminded that the Website is not a substitute for professional mental health care.

3. User Registration and Responsibilities

To access certain features of the Website, you may need to create a user account. By registering, you agree to the following:

i) Accurate Information:

- Provide accurate, up-to-date, and complete information during registration.
- Regularly update your information to maintain its accuracy.

ii) Account Security:

- You are responsible for maintaining the confidentiality of your login credentials.
- Notify the developers immediately at moodifysa@gmail.com if you suspect unauthorized access to your account.

iii) Prohibited Activities:

By using the Website, you agree not to:

- Submit false, misleading, or fraudulent information.
- Attempt to access or interfere with other users' accounts.
- Use the Website for illegal activities, including fraud, harassment, or defamation.
- Introduce viruses, malware, or other harmful software to the Website.

iv) Compliance:

- Ensure your use complies with applicable South African laws, including the Protection of Personal Information Act (POPIA), and international data protection laws.

4. Privacy and Data Protection

Moodify is committed to respecting and protecting your privacy.

i) Data Collection:

- The Website may collect basic, non-identifiable information for educational purposes only.
- Any data collected is not stored, processed, or shared for real-world applications.

ii) No Commercial Use of Data:

- No personal or sensitive user information is used for commercial purposes.
- The Website does not store personal data that could identify you outside the scope of the project.

iii) Future Developments:

- If the Website is further developed into a live service, all data collection, storage, and processing will comply with:
- South Africa's POPIA laws.
- International standards, such as the General Data Protection Regulation (GDPR).

5. Intellectual Property

All materials associated with the Website are the intellectual property of the development team and Richfield College.

i) Ownership:

- Content, including text, code, designs, and materials, is owned by the developers unless stated otherwise.

ii) Restrictions:

- Users are prohibited from copying, reproducing, or distributing Website materials for commercial purposes without prior written permission.

6. Educational Purpose Only

This Website is intended solely for academic use.

i) No Professional Services:

- Moodify does not provide real mental health advice, therapy, or professional counseling.
- Users should not rely on any content within the Website for personal or medical decisions.

ii) Professional Assistance:

- If you or someone you know requires mental health support, contact a qualified professional or a local support resource.

iii) Demonstration-Only Environment:

- Features and functionality exist for simulation purposes only.
- The Website is not designed to store real-world data securely or process sensitive information.

7. Fees and Payments

Currently, Moodify is free to use as it is part of an educational project.

i) Future Charges:

- Should the Website transition to a live service, users will be notified of any fees, subscriptions, or charges in advance.

ii) Payment Policies:

- Any future payment processing will comply with industry standards and legal requirements.

8. Limitation of Liability

Moodify is provided “as is” without warranties or guarantees of any kind.

i) No Guarantees:

- Moodify does not promise uninterrupted access or error-free functionality.
- Use of the Website is at your own risk.

ii) Excluded Liability:

- The developers and Richfield College disclaim liability for damages, including:
 - Data loss or system failures.
 - Indirect or incidental damages caused by Website use.

9. Modifications to Terms

The developers reserve the right to modify these Terms.

i) Notification:

- Updates to the Terms will be posted on the Website or communicated directly during academic reviews.

ii) Continued Use:

- By continuing to use the Website after modifications, you accept the updated Terms.

10. Governing Law and Dispute Resolution

These Terms are governed by South African law.

i) Legal Framework:

- Disputes arising from the Website will be resolved in South African courts.

ii) International Compliance:

- Any future expansions will comply with relevant international laws, where applicable.

11. Contact Information

For inquiries or concerns regarding the Website or these Terms, contact us at:

- Email: moodifysa@gmail.com
- Institution: Richfield College, Umhlanga
- Department: Information Technology
- Group Name: Group 7

Final Notes

i) Non-Liability:

The Website does not replace professional services and should not be relied upon for critical decision-making.

ii) Educational Disclaimer:

All aspects of Moodify are created for academic purposes only.