

e-Services Terms and Conditions

Any person (user) accessing the e-Services site is subject to, and agrees to, the Terms and Conditions set out in this legal notice. If the person (user) does not wish to be bound by these Terms and Conditions, the person (user) may not access, display, use, download and/or otherwise copy or distribute content obtained on this site.

Usage and copyright

1. People (users) may view, copy, download to a local drive, print and distribute the content of this site, or any part thereof only for non-commercial informational or reference purposes.
2. People (users) who wish to use content from this site for commercial purposes may only do so with the prior written permission obtained from the web manager at telephone number 086 042 8392 or Email contact.centre@sita.co.za. Any reproduction and/or copy of the content or portion thereof for commercial purposes must include this copyright notice in its entirety: © SITA (SOC) Ltd: ALL RIGHTS RESERVED.
3. All moral and any other rights of the e-Services site or other legal entity in respect of which content is contained on this site not expressly granted are reserved.

Intellectual property rights

All content, data and trademarks, including, but not limited to, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, programs, publications, products, processes, or ideas described on this site may be the subject of other rights, including other intellectual property rights, which are the property of or licensed to the e-Services site, or a legal entity, and as such are protected from infringement by South African legislation and international treaties and conventions. Subject to the rights afforded to the person (user) herein, all other rights to all intellectual property on this site are expressly reserved. By accessing data on this site the person (user) is not licensed or authorised.

Disclaimer

1. The information on this site is intended to provide general information about a particular subject or subjects and is not an exhaustive treatment of such subject(s).

2. It is the sole responsibility of the person (user) to satisfy itself prior to accessing this site that the site will meet the person's (user's) individual requirements and be compatible with the person (user's) hardware and/or software. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of the e-Services site as a legal entity in respect of which information, ideas and opinions are expressed on this site. People (users) are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

3. The e-Services site makes no representations or warranties, implied or otherwise, that, among others, the content and technology available from this site are free from errors or omissions, that the service will be 100% uninterrupted and error-free or will meet any particular criteria of performance or quality. This site is provided 'as is'. The e-Services site expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. It makes no express or implied representations or warranties regarding the content of the site and that the site has been compiled or supplied to meet the person's (user's) individual requirements. People (users) are encouraged to report any possible errors, malfunctions or offensive material by using the [feedback](#) link.

4. The use of the content of this site is at the person's (user's) own risk. The person (user) assumes full responsibility and risk of loss resulting from the use of the content of this site. The e-Services site or any of the legal entities in respect of which information are contained on this site, or employees of the e-Services site or such entity, will not be liable for any special, indirect, incidental, consequential, or punitive damages or any other damages whatsoever, whether in an action of contract, statute, tort (including, without limitation, negligence), or otherwise, relating to the use of this document or information. If any of the foregoing is not fully enforceable for any reason, the remainder shall nonetheless continue to apply. Subject to sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, 2002 (Act 25 of 2002), the e-Services site shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this site or the services or content provided from and through this site.

5. Certain links in the web server lead to resources maintained by third parties over whom the e-Services site has no control. The e-Services site makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.

6. The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions, 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to the e-Services through this site. Any communications or data message that a person (user) sends to the e-Services site will be regarded having been received by the e-Services site when receipt is acknowledged in writing. If the person (user) does not receive a response within a reasonable period of time, the person (user) should follow it up with the site manager. The e-Services site shall not be liable for any failure to respond.

7. If a person (user) requires any information from the e-Services site regarding its services or the content of this site, the [feedback](#) link could be used.

Security

1. Protection

The e-Services site has in place reasonable commercial standards of technology and operational security to protect all information provided by people (users) from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure a person's (user's) information. Authorised employees, who are responsible for the maintenance of any sensitive data submitted, are required to maintain the confidentiality of such data. The Terms and Conditions apply to all people (users) of the e-Services site or public bodies that may receive such information from the e-Services site. It is expressly prohibited for any person (user), business or entity to gain or attempt to gain unauthorised access to any page on this site, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this site. If a person (user) delivers or attempts to deliver any unauthorised, damaging or malicious code to this site or attempts to gain unauthorised access to any page on this site, a criminal charge will be laid against that person (user), and, if the e-Services site or any public body should suffer any damage or loss, civil damages will be claimed.

2. Linkage and framing

The e-Services site welcomes third-party websites to link to the information that is hosted on these pages. It is expressly prohibited for any person (user), business, entity or website to frame any page on this site, including the home page, in any way whatsoever, without prior written approval of the e-Services site.

3. Links to third-party websites

The e-Services site may provide links to other websites only as a convenience. The inclusion of any

link does not imply the e-Services site endorsement of such sites. Linked websites or pages are not subject to the control of the e-Services site. The e-Services site is not responsible or liable, directly or indirectly, in any way for the content, use, or inability to use or access any linked websites or any links contained in a linked website.

Privacy

1. Introduction

The privacy statement applies to the e-Services site and any legal entity that controls, verifies or uses information that may be collected through this site.

A person (user) may visit this site without providing any personal information. A person (user), however, agrees to the use of such data in accordance with this privacy statement. Please note that this site may contain links to other sites that are not being governed by this privacy statement.

If a person (user) has any questions or concerns regarding this privacy statement or the person's (user's) privacy while using this site, the [feedback](#) link could be used.

2. Cookies

The e-Services site may use cookies (small text files stored in a user's browser) or web beacons (electronic images that allow this site to count users who have accessed a particular page and to access certain cookies) to ensure that the site is well managed and to facilitate improvement of the site. The e-Services site or its service-provider(s) may use cookies to collect aggregate data. The e-Services site may use such devices from time to time to track information on its systems and identify categories of persons (users) by items such as IP addresses, domains, browser types and pages visited. The web administrator uses the information to analyse the number of people (users) of different areas of the site and to ensure that this site is serving as a useful and effective information source.

Neither cookies nor web beacons collect personal information such as the person's (user's) name or email address. A person (user) may reject cookies as most browsers permit individuals to decline cookies. Under certain circumstances, people (users) may be denied access to some parts of this site if their browsers are set to decline cookies.

3. Personal information use

Personal information is used only for limited purposes, e.g. when a person (user) registers with the site

to request future communications about e-Services areas of interest. The e-Services site may use this information to create a personal profile to customise its response to further requests or enquiries and to improve the site. When a person (user) chooses to register online for an e-Services-hosted event, the e-Services site will use the information that the person (user) submits to respond to the person (user). In addition, the web administrator may, when necessary, use a person's (user's) information for various site-related tasks. The e-Services site will ensure that any marketing activities comply with applicable laws and that it is implemented with procedures to obtain the necessary consent before sending the person's (user's) email containing information about the e-Services site's services. The person (user) may at any time request that the e-Services site discontinues sending such material to the person (user) by using the [feedback](#) link.

4. Disclosure to third parties

Although the e-Services site may provide person's (user's) information to service providers who handle information on its behalf, it will usually not share the information with third parties or other public entities for secondary or unrelated purposes, unless otherwise disclosed at the point of collection.

Personal information may be transmitted internationally through the e-Services site or to third parties for the purposes identified above. This will not include transfer to countries without data protection rules similar to those in effect in the person's (user's) country of residence. By providing information to the e-Services site, the person (user) is consenting to such transfers.

Where appropriate, personal information may be disclosed to law enforcement, regulatory or other government agencies, or third parties where necessary or desirable to comply with legal or regulatory obligations or requests or for the purposes identified above.

5. Access to personal information

If personal information has been submitted to this site, people (users) who wish to review their personal information may do so by requesting such a review through the 'feedback' link. People (users) will then be able to access their user profile, correct and update their details or unsubscribe at any time. People (users) who encounter any problem accessing their profiles, or would like to request a copy of their personal information, should contact the web administrator using the [feedback](#) link. In all cases the e-Services site will treat requests to access information or change information in accordance with applicable legal requirements.

6. No agreement

Nothing contained herein creates or is intended to create a contract or agreement between the e-Services site and any person (user) visiting the site.

7. Children's privacy protection

The e-Services site recognises the importance of protecting children's privacy in the interactive online world.

Severability

These Terms and Conditions of use constitute the entire professional or other relationship between the e-Services site and the person (user) using this site. Any failure by the e-Services site to exercise or enforce any right or provision of these Terms and Conditions of use shall in no way constitute a waiver of such right or provision. If any term or condition of the use of this site is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining Terms and Conditions. The remaining Terms and Conditions shall not be affected by such unenforceability or invalidity and shall remain enforceable and applicable

Updating of these Terms and Conditions

The e-Services site reserves the right to change, modify, add to or remove portions or the whole of these Terms and Conditions of use from time to time. Changes to these Terms and Conditions of use will take effect upon such changes being posted to this site. It is the person's (user's) obligation to periodically check these Terms and Conditions of use on this site for changes or updates. The person's (user's) continued use of this site following the posting of changes or updates will be considered notice of the person's (user's) acceptance to abide and be bound by these Terms and Conditions of use, including such changes or updates.

Information about website and owner

1. The full name and legal status of the site owner is: State Information Technology Agency (SOC) Ltd, a national government department of the Republic of South Africa, as represented by the Chief Executive Officer.

2. The address of this site is: <http://www.eservices.gov.za/>

3. Contact details of site owner:

Postal Address:

P.O. Box 26100

Monument Park

Pretoria

0105

Street Address:

459 Tsitsa Street

Erasmuskloof

Pretoria

0048

Tel No: 0800 748 222

Email: contact.centre@sita.co.za

Declaration

1. I have read and understand the Terms and Conditions of using the e-Services site.
2. I will take personal responsibility and accountability for protecting my user and system credentials of the e-Services site.
3. I will ensure that personal information under my control and in my possession is protected.
4. I undertake to use the e-Services site in the manner and for the sole intended purpose. I will therefore not share my password with any individual.
5. I will immediately report any information security incident and actively take part in resolving any incidents affecting my activities and outputs to: contact.centre@sita.co.za / 0800 748 222.

I understand that SITA reserves the right to monitor the use of information resources to ensure the protection of the network, information and information assets and that failure to comply with these Terms and Conditions will necessitate actions to be instituted against me.