

WEBSITE DISCLAIMER AND TERMS AND CONDITIONS OF USE

1. USE AND COPYRIGHT

1.1. Use of this website and any services, content or applications contained therein or offered thereon is at the sole risk of the user.

1.2. Users may view, copy, download to a local drive, print and distribute the content of this website, or any part thereof for non-commercial, informational or reference purposes only. Users may not cede, sublicense or otherwise transfer any rights they may have under these terms and conditions or which may otherwise have been obtained through the use of this website.

1.3. Users who wish to use content from this website for commercial purposes may only do so with the prior written consent of the GSSC which may be applied for by using the Queries and Feedback section below. Any reproduction or copy of content from this website for commercial purposes must include the following copyright notice in its entirety:

“©2009 Gauteng Shared Services Centre, Gauteng Provincial Government, Republic of South Africa.
All rights reserved.”

1.4. Any other rights of the Gauteng Shared Services Centre (GSSC) or other person pertaining to content on this website are reserved unless expressly granted.

2. DISCLAIMERS AND INDEMNITIES

2.1. Information on this website is intended to provide only general information on a particular subject.

2.2. It is the sole responsibility of a user of this website to ensure that this website will meet her or his individual requirements and that it is compatible with her or his hardware and/or software prior to accessing this website.

2.3. This entire website, including text, images, links, downloads and coding, is provided "as is" and "as available". The GSSC makes no representations or warranties, express or implied, including but not limited to warranties as to the correctness or suitability of either the website or the information contained on it.

2.4. Information, ideas and opinions expressed on this website may not be regarded as professional advice or the official opinion of the GSSC or other person in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to obtain professional advice before taking any course of action related to information, ideas or opinions expressed on this website.

2.5. The use of any content on this website is at the user's own risk.

2.6. Neither GSSC nor any other person in respect of which information is contained on this website, is liable for any damage whatsoever that may result from the use of this website.

2.7. The GSSC is not liable for any damage whatsoever that may result from the inability to use or rely upon this website or any the services or content provided on this website.

2.8. The GSSC takes reasonable steps to ensure that this website is virus free but gives no warranty whatsoever that any information downloaded from this website is virus free.

2.9. The user indemnifies and hold harmless the GSSC, its officers, employees, internet service providers, subcontractors, partners, subsidiaries and affiliates from any claim, demand, action, application or other similar proceedings, including legal fees and related costs which arises out of or in connection with the user's use of or inability to use this website, third party websites or any of the services offered through such websites in any way, including but not limited to the provision of content.

2.10. If any of the foregoing is not fully enforceable for any reason then the remainder shall nonetheless continue to apply.

3. RECEIPT AND SENDING OF DATA MESSAGES

3.1. Data messages, including e-mail messages, sent by users to the GSSC shall be deemed to be received only when acknowledged or responded to in writing.

3.2. If a user does not receive a response within a reasonable period of time then the user must follow it up with the GSSC. The GSSC shall not be liable for any failure to respond.

3.3. An agreement concluded between the GSSC and a user by means of data messages is deemed to be concluded at the time when the acceptance of the offer exits the GSSC's information system and is deemed to be concluded in Johannesburg, South Africa.

3.4. Time, place, dispatch and receipt of data messages pertaining to the formation and validity of agreements are subject to sections 22 to 26 of the Electronic Communications and Transactions Act 25 of 2002 (ECT Act).

4. SECURITY

4.1. The GSSC employs reasonable commercial standards of technology and operational security to protect information provided by users from loss, misuse, alteration or destruction.

4.2. GSSC employees responsible for the maintenance of data are required to maintain the confidentiality of data.

4.3. A person may not gain or attempt to gain unauthorised access to any page on this website, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this website and the user's attention is drawn to the offences and penalties in Chapter 13 of the ECT Act. If a person delivers or attempts to deliver any unauthorised, damaging or malicious code to this website or attempts to gain unauthorised access to any page on this website then a criminal charge will be laid against that person and if the GSSC or any public body suffers any loss or damage then legal proceedings for the recovery of such loss or damage shall be instituted against that person.

5. MONITORING AND INTERCEPTION OF DATA MESSAGES

5.1. In order to provide a relevant and secure service, and where required to do so under law, the GSSC may monitor and/or intercept electronic communications that are sent to this website.

5.2. To the full extent necessary under law the user hereby acknowledges that she or he is aware of such potential monitoring and/or interception and consents thereto.

6. CONFIDENTIALITY OF DATA MESSAGES

6.1. The GSSC does not wish to receive confidential or proprietary information from users through this website.

6.2. Any information or material sent to the GSSC through this website is deemed not to be confidential.

6.3. By sending the GSSC any information or material through this website, users grant the GSSC an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and also agree that the GSSC is free to use any ideas, concepts, know-how or techniques that are sent to it for any purpose.

7. LINKS TO THIRD PARTY OR EXTERNAL WEBSITES

7.1. The GSSC may provide links to other websites only as a convenience and the inclusion of any link does not imply the endorsement of such websites.

7.2. Linked websites or pages are not subject to the control of the GSSC.

7.3 If a user selects a link to a third party website then she or he exits the GSSC's website and is then subject to the privacy and security policies of the owner or sponsor of the third party website.

7.4 The GSSC does not control or guarantee the accuracy, relevance, timeliness or completeness of information contained on a linked website.

7.5 The GSSC does not endorse the organisations that sponsor linked websites, the views that they express, or the products or services that they offer.

7.6. The GSSC may not authorise the use of copyrighted materials contained in linked websites. A user must request such authorisation from the owner or sponsor of the linked website.

7.7. The GSSC is not responsible for transmissions that a user may receive from a linked website.

7.8. Certain links in the web server lead to resources that are maintained by third parties over whom the GSSC has no control. The GSSC makes no representations or warranties as to the accuracy or any other aspect relating to those resources and is not responsible or liable in any way for the contents, use, or inability to use or access any linked websites, resource or any links contained in a linked website or resource.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Without limitation, any content, data, trademarks, software, technology, databases, know-how, text, graphics, icons, hyperlinks, private information, designs, programs, publications, products, processes, or ideas on this website may be the subject of intellectual property rights that are owned by or licensed to the GSSC or the Gauteng Provincial Government.

8.2. All rights to any intellectual property on this website are expressly reserved and by accessing data on this website the user is not licensed, authorised or granted any other right pertaining to these intellectual property rights save for those rights explicitly afforded to the user under these terms and conditions.

8.3. Third party websites may link to the information that is hosted on these pages on condition that they notify the GSSC when establishing a link. Notice must be given by e-mail to gssccommunications@gauteng.gov.za.

8.4. It is expressly prohibited to frame any page on this website, including the home page, in any way whatsoever, without the prior written approval of the GSSC.

9. AUTOMATED SEARCHING

9.1. Automated transactions and searches are subject to these terms and conditions.

9.2. The use of malicious search technology is prohibited.

9.3. The use of search technology in an unlawful manner or for the collecting or harvesting of data for commercial gain is prohibited.

9.4. Search technology which unduly retards the operation of this website is prohibited.

9.5. The GSSC reserves the right to prohibit any person from using search technology on this website.

10. APPLICABLE LAW

10.1. This website is owned, hosted and maintained within the Republic of South Africa.

10.2. By using this website the user agrees to the terms and conditions of such use as set out in this document and the agreement is deemed to have been concluded in Johannesburg, South Africa.

10.3. The GSSC controls, operates and administers this website within the Republic of South Africa from its offices as set out below. The GSSC makes no representation that the content is appropriate or available for use in other territories or countries. Access to this website from territories or countries where the content is illegal is prohibited.

10.4. The user may not use this website in violation of South African law.

10.5. If the user accesses this website from a location outside of South Africa then that user is responsible for compliance with all local laws.

10.6. These terms and conditions of use are governed by the law of the Republic of South Africa and the user consents to the jurisdiction of the Gauteng South Local Division of High Court of South Africa in the event of any dispute.

11. PRIVACY POLICY

11.1 Voluntary privacy principles

11.1.1 The GSSC subscribes to and complies with the voluntary privacy principles contained in the ECT Act.

11.1.2 The privacy policy as set out in this clause applies to the GSSC as well as any person who controls, verifies or makes use of information that is collected via this website.

11.2 Collection of personal data

11.2.1 The GSSC undertakes to obtain the written permission of the user for the collection, collation, processing or disclosure of any personal information of the user unless the GSSC is not permitted or required to do so by law.

11.2.2 If a user submits personal information to this website then the following principles are observed in the handling of that information:

11.2.2.1 the GSSC collects, processes and stores only such personal information regarding a user from this website as is necessary to provide the services offered and the purpose for which information is collected is apparent from the context in which it is requested;

11.2.2.2 the GSSC uses personal information submitted to this website only for the efficient provision of services, including services offered through this website by third parties;

11.2.2.3 the GSSC keeps records of all personal information collected from this website as well as the specific purpose for which it was collected for a period of at least one year from the date on which it was last used;

11.2.2.4 the GSSC will not disclose any personal information regarding a user to any third party unless the prior written consent of that user is obtained or if the GSSC is permitted or required by law to disclose without such consent;

11.2.2.5 if the GSSC releases information with the user's consent then it will retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of one year from the date of release;

11.2.2.6 the GSSC will destroy or delete any personal information under its control that has in its sole discretion become obsolete; and

11.2.2.7 as permitted by the ECT Act, the GSSC may use personal information collected to compile profiles for statistical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user.

11.3 Collection of anonymous data

11.3.1 In order to provide the best possible and most relevant service, the GSSC may use standard technology such as cookies to collect information about the use of this website. This technology is not able to identify individual users but simply allows the GSSC to collect statistics.

11.3.2 The GSSC utilises session cookies on this website. A session cookie is a small temporary file that is placed on the user's hard drive in order to keep a record of a user's interaction with this website. Session cookies are deleted once the user closes his or her browser.

11.3.3 A cookie from this website allows the GSSC to tailor services to a user's displayed preferences.

11.3.4 A cookie by itself cannot be used to personally identify users but is used to compile anonymous statistics relating to use of services offered by the GSSC or to provide the GSSC with feedback on the performance of this website.

11.3.5 If a user does not want cookies to be employed to customise his or her interaction with this website then the user must change the manner in which her or his browser handles cookies. The user must note though that, if this is done, certain services on this website may not be available.

11.4 Access to Personal Data

11.4.1 A user who wishes to review her or his personal information that has been submitted to this website, may do so by requesting such a review through the Queries and Feedback section below. A user will then be able to access her or his user profile, correct and update her or his details, or unsubscribe at any time.

11.4.2 A user who has any problem accessing her or his profile, or who wants to request a copy of her or his personal information must contact the GITO using the Queries and Feedback section below. The

GSSC will treat all requests for access to information or to change information in accordance with applicable legal requirements.

12. GENERAL PROVISIONS

12.1 If any one or more of these terms and conditions of use are found to be unenforceable then the remainder of these terms and conditions of use shall remain enforceable.

12.2 These terms and conditions of use constitute the entire agreement between a user of this website and the GSSC.

12.3 Failure to enforce any of these terms and conditions of use may not be deemed a waiver of such terms and conditions nor of the right to enforce such terms and conditions.

13. AMENDMENTS TO CONTENT AND INFORMATION

13.1 The GSSC expressly reserves the right in its sole discretion to affect any amendment or alteration to the content and information set out in this website.

13.2 The user acknowledges that it is her or his own responsibility to take note of any amendment or alteration affected on this website.

14. AMENDMENT OF THESE TERMS AND CONDITIONS OF USE

14.1 The GSSC reserves the right to amend these terms and conditions of use from time to time.

14.2 A user must peruse these terms and conditions of use from time to time in order to note amendments.

14.3 A user's continued use of this website following any amendments to these terms and conditions of use constitutes consent to the amended terms and conditions of use.

15. WEBSITE OWNER DETAILS

15.1 The full name and legal status of the website owner is:

The Gauteng Shared Services Centre, a department of the Gauteng Provincial Government, Republic of South Africa, as represented by the Member of the Executive Council for Finance and Economic Affairs.

15.2 The GSSC's contact details are as follows:

The website address of this website is: <http://www.gssc.gpg.gov.za>.

Postal address: Private Bag X112, Marshalltown, 2107

Street address: Imbumba House, 75 Fox Street, Johannesburg, Gauteng Province, South Africa

Telephone contact: +27 11 689 6000

Fax contact: +27 11 6898383

E-mail contact: gssccommunications@gauteng.gov.za

16. QUERIES AND FEEDBACK

16.1 Any technical queries pertaining to this website must be directed to:

TSS

Telephone number: +27 11 689 8505

Fax number: +27 11 689 8383

E-mail address: webinfo@gauteng.gov.za

16.2 Any queries related to the content on this website must be directed to:

Senior Manager: External Communications

Telephone number: +27 11 689 6238

Fax number: +27 11 689 8383

E-mail address: gssccommunications@gauteng.gov.za

16.3 Any queries relating to these terms and conditions of use must be directed to:

Muhammad Patel

Senior Manager: Legal and Regulatory Affairs

Telephone number: +27 11 689 8730

Fax contact: +27 11 634 0045

E-mail address: muhmmad.patel@gssc.gov.za

Date of last review: 16 February 2009