

## **Mpumalanga Government Website – Terms and Conditions of Use**

Any person (user) accessing this website is subject to, and by conduct, agrees to, the terms and conditions set out in this legal notice. If the user does not wish to be bound by these terms and conditions, the user may not access, display, use or download and/or otherwise copy or distribute content obtained at this website.

### **1. Usage and copyright**

1.1. Users may view, copy, download, print and distribute the content of this website, or any part thereof for informational or reference purposes only and for non-commercial purposes.

1.2. Users who wish to use content from this site for commercial purposes may only do so on receipt of prior written permission obtained from the Web Manager at telephone number +27 13 766 2189 or email [mokope@mpg.gov.za](mailto:mokope@mpg.gov.za).

Any reproduction and/or copy of the content or part thereof for commercial purposes must include this copyright notice in its entirety: "Copyright © Mpumalanga Provincial Government 2017. All rights reserved."

1.3. All moral rights and any other rights of the Mpumalanga Provincial Government (MPG) or other legal entity in respect of which content is contained on this site not expressly granted, are reserved.

### **2. 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, program, publication, product, process, or idea described in this website may be the subject of other rights, including other intellectual property rights, which are the property of or licensed to the MPG, 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 user herein, all other rights to all intellectual property on this website are expressly reserved and by accessing data on this website the user is not licensed or authorised.

### **3. Disclaimer**

3.1. This information on this website is intended to provide general information on a particular subject or subjects and is not an exhaustive treatment of such subject(s).

3.2. It is the sole responsibility of the user to satisfy him/herself prior to accessing this website that the website will meet the user's individual requirements and be compatible with the 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 MPG or any legal entity in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to consult for professional advice before taking any course of action related to information, ideas or opinions expressed on this site.

3.3. The MPG makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this site are free from errors or omissions or 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".

Therefore the MPG expressly disclaims all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy and makes no express or implied representations or warranties regarding the content of the website and that the website has been compiled or supplied to meet the user's individual requirements.

3.4. The use of the content of this website is at the user's own risk. The user assumes full responsibility and risk of loss resulting from the use of the content of this site. The MPG or any of the legal entities in respect of which information are contained on this site, or employees of the MPG 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, (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 25 of 2002, the MPG shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from and through this website.

## **4. Security**

### **4.1 Protection**

The MPG has in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction. All reasonable steps will be taken to secure the 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. This principle applies to all employees of the MPG or public bodies that may receive such information from the MPG.

Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the MPG web site or the server and computer network that support MPG web site.

Notwithstanding criminal prosecution or claim for civil damages, any person who delivers any damaging code to the MPG web site, whether on purpose or negligently, shall, without any limitation, indemnify and hold MPG harmless against any and all liability, damages and losses MPG and its partners/affiliates, or other legal entities may suffer as a result of such damaging code.

Users may not develop, distribute or use any device to breach or overcome the security measures in place and MPG reserves the right to claim damages any and all persons concerned with a security failure or breach.

## **4.2 Linkage and framing**

We welcome third party websites to link to the information that is hosted on these pages. It is expressly prohibited for any person, business, entity or website to frame any page on this website, including the home page, in any way whatsoever, without the prior written approval of the MPG.

## **5. Hyperlinks to the third party sites**

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

## **6. Privacy**

### **6.1 Introduction**

The privacy statement applies to the MPG and any legal entity, which control, verifies or make use of information that may be collected via this site.

The user may visit this site without providing any personal information. The 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 which are not being governed by this privacy statement.

### **6.2 Cookies**

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

Neither cookies nor web beacons collect personal information such as the user's name or e-mail address. The user may reject cookies as most browsers permit individuals to decline cookies. Under certain circumstances users may be denied access to some parts of this website if their browsers are set to decline cookies.

### **6.3 Personal information use**

Personal information is used only for limited purposes e.g. when a user registers with the website to request future communications about MPG's areas of interest. The MPG may use the information a user submits to create a personal profile to customise its response to further requests or inquiries and to improve the website. When a user chooses to register online for an

MPG-hosted event, the MPG will use the information the user submits to respond to the user. In addition, the web administrator may, where necessary, use the user's information for various site related tasks.

The MPG will ensure that any marketing activities comply with applicable law and that it is implemented with procedures to obtain the necessary consent before sending the user's e-mail containing information about the MPG's services.

#### **6.4 Disclosure to third parties**

Although the MPG may provide users' information to service providers that 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 MPG 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 user's country of residence. By providing information to the MPG through this website, the 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.

#### **6.5 No agreement**

Nothing contained herein creates or is intended to create a contract or agreement between the MPG and any user visiting the website.

#### **6.6 Children's privacy protection**

The MPG recognises the importance of protecting children's privacy in the interactive online world.

### **7. Severability**

These terms and conditions of use constitute the entire professional or other relationship between the MPG and the user of this website. Any failure by the MPG 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 website 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.

### **8. Updating of these terms and conditions**

The MPG reserves the right to change, modify, add to or remove from 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 website. It is the user's obligation to periodically check these terms and conditions of use at this website for changes or updates. The

user's continued use of this website following the posting of changes or updates will be considered notice of the user's acceptance to abide by and be bound by these terms and conditions of use, including such changes or update

## 9. Removal and correction of information

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from MPG web site to MPG Web manager. The MPG undertakes to correct and/or remove such content or any part thereof if the person reporting such content provided reasonable grounds to prove the alleged nature of the content.

## 10. Information about website and owner

The full name and legal status of the website owner is:  
Mpumalanga Provincial Government (MPG), a Province in the Eastern part of the Republic of South Africa, as headed by the Premier of the Province.

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

Contact details of website owner:

### Street Address:

Building	No.	2	Government	Boulevard
Riverside,				
Nelspuit				
South Africa				

### Postal address:

Office	of		the	Premier
Private		Bag		X11291
Nelspruit				
1200				

<b>Tel</b>	<b>No: +27</b>	13	766	2189
------------	----------------	----	-----	------

**E-mail:** [mokope@mpg.gov.za](mailto:mokope@mpg.gov.za)