

## 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, sub-license 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 site.

1.3. Users who wish to use content from this site for commercial purposes may only do so with the prior written permission obtained through the Queries and Feedback section below. Any reproduction and/or copy of the content or portion thereof for commercial purposes must include the following copyright notice in its entirety:

“© 2017 LUMKA. All rights reserved.”

1.4. All moral rights and any other rights of LUMKA or other legal entity in respect of which content is contained on this site not expressly granted are reserved.

## 2. DISCLAIMERS & INDEMNITIES

2.1. 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).

2.2. It is the sole responsibility of the user to satisfy him or 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.

**2.3. THIS ENTIRE WEBSITE, INCLUDING TEXT, IMAGES, LINKS, DOWNLOADS AND CODING, IS PROVIDED "AS IS" AND "AS AVAILABLE". LUMKA 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 IN IT.**

2.4. Information, ideas and opinions expressed on this site should not be regarded as professional advice or the official opinion of LUMKA or any legal entity 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 site.

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

2.5.1. The user assumes full responsibility and risk of loss resulting from the use of the content of this site.

**2.5.2. LUMKA OR ANY OF THE LEGAL ENTITIES IN RESPECT OF WHICH INFORMATION IS CONTAINED ON THIS SITE, OR EMPLOYEES OF LUMKA OF COMMUNICATIONS 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, DELICT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, RELATING TO THE USE OF THIS DOCUMENT OR INFORMATION.**

**2.5.3. SUBJECT TO SECTIONS 43(5) AND 43(6) OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT 25 OF 2002 AND TO THE FULLEST EXTENT POSSIBLE UNDER LAW, LUMKA SHALL NOT BE LIABLE FOR ANY DAMAGE, LOSS OR LIABILITY OF WHATSOEVER NATURE ARISING FROM THE USE OR INABILITY TO USE, OR REASONABLE RELIANCE UPON THIS WEBSITE OR THE SERVICES OR CONTENT PROVIDED FROM AND THROUGH THIS WEBSITE.**

2.5.4. Even though LUMKA takes reasonable steps to ensure that this site is virus free, no warranty, whether express or implied, is given that any information downloaded from this site is virus free.

2.6. Users agree to indemnify and hold harmless LUMKA, its officers, employees, ISPs, servants, subcontractors, partners, subsidiaries and affiliates from any demand, action or application or other proceedings, including for attorney's fees and related costs such as tracing fees, made by any third party and arising 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 sites in any way, including but not limited to the provision of content.

2.7. If any of the foregoing is not fully enforceable for any reason, 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 website owner 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, the user should follow it up with LUMKA of Communications. LUMKA shall not be liable for any failure to respond.

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

3.4. Time, place, dispatch and receipt of data messages including the formation and validity of Agreements is subject to the South African Government Procurement General Conditions of Contract and if not specifically governed herein, sections 22 to 26 of the Electronic Communications and Transactions Act apply.

### **4. SECURITY**

4.1. LUMKA has in place reasonable commercial standards of technology and operational security to protect all information provided by users from loss, misuse, alteration or destruction.

4.2. All reasonable steps will be taken to secure a 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 policy applies to all employees of LUMKA or public bodies that may receive such information from LUMKA.

4.3. It is expressly prohibited for any person, business, or entity to 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 offenses and penalties in Chapter XIII of the Electronic Communications and Transactions 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, a criminal charge will be laid against that person, and, if LUMKA or any public body should suffer any damage or loss, civil damages will be claimed.

### **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, LUMKA may monitor and/or intercept electronic communications, such as e-mail, which are sent to this website.

**5.2. TO THE FULL EXTENT NECESSARY UNDER LAW THE USER HEREBY ACKNOWLEDGES THAT HE OR SHE IS AWARE OF SUCH POTENTIAL MONITORING AND/OR INTERCEPTION AND CONSENTS THERETO.**

### **6. CONFIDENTIALITY OF DATA MESSAGES**

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

6.2. Please note that any information or material sent to LUMKA will be deemed NOT to be confidential.

6.3. By sending the LUMKA any information or material, users grant LUMKA an unrestricted, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute those materials or information, and also agree that LUMKA 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 SITES**

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

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

7.3 When users select a link to a third-party website, they are leaving the LUMKA site and are subject to the privacy and security policies of the owners/sponsors of the third-party website.

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

7.5 LUMKA does not endorse the organizations sponsoring linked websites, and does not endorse the views they express or the products/services they offer.

7.6. LUMKA cannot authorize the use of copyrighted materials contained in linked websites. Users must request such authorization from the sponsor of the inked website.

7.7. LUMKA is not responsible for transmissions users receive from inked websites.

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

## **8. INTELLECTUAL PROPERTY RIGHTS**

8.1. 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 rights, including other intellectual property rights, which are the property of or licensed to LUMKA of Telecommunications and postal Services, or a legal entity, and as such are protected from infringement under South African law, international treaties and conventions.

8.2. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this website is expressly reserved and by accessing data on this website the user is not licensed, authorised or granted any other right including without limitation under copyright, trademark, patent or other intellectual property rights in or to the content.

8.3. Third party websites are welcome to link to the information that is hosted on these pages. Please notify us when establishing a link by e-mailing the Queries.

8.4. 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 LUMKA of Telecommunications and postal Services.

## **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 does not unduly retard the operation of this website is acceptable but the website owner reserves the right to prohibit any specific entity from employing search technology on the website.

## **10. APPLICABLE LAW**

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

10.2. When using this site and agreeing to these Terms and Conditions of Use such use and agreement is deemed to have taken place in Pretoria, South Africa.

10.3. This Website is controlled, operated and administered by LUMKA from its offices as set out below within the Republic of South Africa. LUMKA makes no representation that the content is appropriate or available for use in other locations or countries. Access to the Website from territories or countries where the content is illegal is prohibited. The User may not use this Website in violation of South African law. If the User accesses this Website from locations outside of South Africa, that User is responsible for compliance with all local laws. The laws of the Republic of South Africa shall govern these Terms and Conditions of Use, and the User consents to the jurisdiction of the High Court of South Africa (Gauteng Provincial Division) in the event of any dispute.

## **11. PRIVACY POLICY**

11.1 Voluntary privacy principles

11.1.1 LUMKA website subscribes to and complies with the voluntary privacy principles contained in the Electronic Communications and Transactions Act 25 of 2002.

11.1.2 The privacy policy applies to LUMKA and any legal entity, which controls, verifies or makes use of information that may be collected via this site.

11.2 Collection of personal data

11.2.1 LUMKA undertakes to obtain the written permission of the User for the collection, collation, processing or disclosure of any personal information on the User unless LUMKA is not permitted or required to do so by law. Where personal information (such as your name, telephone number and e-mail address) is submitted to the site by the user, for example through sending an e-mail, subscribing to a service or filling in required fields, the following principles are observed in the handling of that information:

11.2.2 This website collects, processes and stores only such personal information regarding users as is necessary to provide the services offered. The specific purpose for which information is collected is apparent from the context in which it is requested.

11.2.3 This website will not use the personal information submitted for any other purpose other than the efficient provision of services, including this website and services offered through it by third parties, without obtaining the prior written approval of the user or unless permitted or required to do so by law.

11.2.4 This website will keep records of all personal information collected and 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.

11.2.5 This website will not disclose any personal information regarding a user to any third party unless the prior written agreement of the user is obtained or the website is required or permitted to do so by law.

11.2.6 If information is released with the user's consent this website 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.

11.2.7 This website will destroy or delete any personal information under its control that has become obsolete.

11.2.8 Note that, as permitted by the Electronic Communications and Transactions Act, this website 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, this website may use standard technology such as cookies or web beacons to collect information about the use of this site. This technology is not able to identify individual users but simply allows this website to collect statistics.

11.3.2 This website utilises session or temporary cookies. A cookie is a small 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 Cookies from this website allow the website owner to tailor services to your displayed preferences.

11.3.4 Cookies by themselves cannot be used to personally identify users but will be used to compile anonymised statistics relating to use of services offered or to provide us with feedback on the performance of this website.

11.3.5 If a user does not wish cookies to be employed to customize his or her interaction with this website it is possible to alter the manner in which their browser handles cookies. Please note that, if this is done, certain services on this website may not be available.

### 11.4 Access to Personal Data

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

11.4.2 Users who have any problem accessing their profiles, or would like to request a copy of their personal information should contact the GITO using the Queries and Feedback section below. In all cases LUMKA will treat requests to access information or change information in accordance with applicable legal requirements.

## 12. GENERAL PROVISIONS

12.1 In the event of any part of these Terms and Conditions of Use being found to be partially or fully unenforceable, for whatever reason, this shall not effect the application or enforceability of the remainder of this Agreement.

12.2 These Terms and Conditions of Use contain the record of the entire agreement between the user and the website owner.

12.3 Failure to enforce any provision of these Terms and Conditions of Use shall not be deemed a waiver of such provision nor of the right to enforce such provision.

### **13. AMENDMENTS TO CONTENT AND INFORMATION**

13.1 The website owner 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 Users acknowledge that it is their responsibility to familiarize themselves with any amendment or alteration affected.

### **14. UPDATING AND MAINTENANCE OF THESE TERMS AND CONDITIONS OF USE**

14.1 LUMKA 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.

14.2 The Terms and Conditions of Use at the time the User access the website will govern the rights and obligations of LUMKA and the User.

14.3 It is the user's obligation to periodically check these terms and conditions of use for changes or updates.

14.4 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 updates.