



TERMS AND CONDITIONS OF USE

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- 3.2. It is the sole responsibility of the user to satisfy itself 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 Services SETA or any legal entity in respect of which information, ideas and opinions are expressed on this website. Users are encouraged to consult professional advice before taking any course of action related to information, ideas or opinions expressed on this site.
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- 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 Services SETA or any of the legal entities in respect of which information are contained on this site, or employees of the Services SETA 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 Services SETA 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.
- 3.5. Certain links in the web server lead to resources maintained by third parties over whom the Services SETA has no control. The Services SETA makes no representations or warranties as to the accuracy of, or any other aspect relating to, those resources.
- 3.6. 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 Services SETA via this website. Any communications or data message that a user sends to the Services SETA will be regarded having been received by the Services SETA when receipt is acknowledged in writing. If the user does not receive a response within a reasonable period of time, the user should follow it up with the Services SETA. The Services SETA shall not be liable for any failure to respond.

3.7. If a user requires any information from the Services SETA regarding its services or the content of this website, the 'feedback' link could be used.

4. Security

4.1. Protection

The Services SETA 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 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 the Services SETA or public bodies that may receive such information from the Services SETA. 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. 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 the Services SETA or any public body should suffer any damage or loss, civil damages will be claimed.

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 prior written approval of the Services SETA.

4.3. Links to third-party websites

The Services SETA may provide links to other websites only as a convenience. The inclusion of any link does not imply the Services SETA's endorsement of such sites. Linked websites or pages are not subject to the control of the Services SETA. The Services SETA 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.

4.4. Privacy

4.4.1. Introduction

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

A user may visit this site without providing any personal information. A 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.

If a user has any questions or concerns regarding this privacy statement or the user's privacy while using this website, the 'feedback' link could be used.

4.4.2. Cookies

The Services SETA 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 Services SETA or its service-provider(s) may use cookies to collect aggregate data. The Services SETA may use such devices from time to time to track information on its systems and identify categories of users by items such as IP addresses, domains, browser types and pages visited. The web administrator uses the information to analyse the number of 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 user's name or e-mail address. A 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.

4.4.3. 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 Services SETA's areas of interest. The Services SETA may use this information to create a personal profile to customise its response to further requests or inquiries and to improve the website. When a user submitted by the user to respond to the user. In addition, the web administrator may, when necessary, use a user's information for various site-related tasks. The Services SETA 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 Services SETA's services. The user may at any time request that Services SETA discontinues sending such material to the user by using the 'feedback' or 'unsubscribe' link.

4.4.4. Disclosure to third parties

Although the Services SETA 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 Services SETA 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 Services SETA 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.

4.4.5. Access to personal information

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 'feedback' link. Users will then be able to access their user profile, correct and update their details, or unsubscribe at any time. Users who have 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 Services SETA will treat requests to access information or change information in accordance with applicable legal requirements.

4.4.6. No agreement

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

4.4.7. Children's privacy protection

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

5. Severability

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

6. Updating of these terms and conditions

The Services SETA reserves the right to change, modifies, 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 updates.

7. Information about website and owner

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

The Sector Education and Training Authority (Services SETA), a government agency of the Republic of South Africa established in March 2000 in terms of the Skills Development Act of 1998 and is responsible for the disbursement of the training levies payable by all employers as represented by the Chief Executive Officer of the Services SETA.

The website address of this website is www.servicesseta.org.za

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