



WEBSITE TERMS AND CONDITIONS

IN TERMS OF SECTION 11 OF THE [ELECTRONIC COMMUNICATIONS AND TRANSACTIONS \(ECT\) ACT 25 OF 2002](http://www.acts.co.za/ect_act/) (http://www.acts.co.za/ect_act/) AND THE COMMON LAW OF CONTRACT, THESE TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE ESKOM WEBSITE (THE WEBSITE), WEB PAGES OR ANY PART THEREOF.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE ESKOM WEBSITE WITHOUT DELAY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

DEFINITIONS AND INTERPRETATION

- a) "Eskom" means Eskom Holdings Limited, (registration number: 2002/015527/06), a company incorporated in terms of the Company Law of the Republic of South Africa, with its registered office at Megawatt Park, Maxwell Drive, Sandton;
- b) "the Eskom website" means the websites, owned and operated by the Eskom Holdings Limited and located at, including but not limited to, <http://www.eskom.co.za>; <http://www.eskomidm.co.za/>; <http://www.sabregen.co.za>; <http://www.eppf.co.za>; <http://www.sacecs.co.za>; <http://www.exposcience.co.za/>; <https://csonline.eskom.co.za>; <http://heritage.eskom.co.za>, including services available on and through the websites, and furthermore including source code, meta tags, postings and any page, part or element thereof;
- c) "User" means any person who enters or uses the Eskom website, notwithstanding the fact that such a person only visits the home page of the Eskom website;
- d) References herein to the singular include the plural and vice versa; and
- e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the [ECT Act](#). The fact that some or all of the hyperlinks may, from time to time, be non-operational, shall not affect the validity and interpretation of these terms and conditions.

1. GENERAL

1.1 Eskom is a vertically integrated operation that generates, transmits and distributes electricity.

2. ALLOWED USE AND LICENSE

2.1 Eskom licenses the User to view, download and print the content of the Eskom website, provided that such content is used for private, personal, educational and/or non-commercial purposes only.

2.2 Content from the Eskom website may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Eskom.

2.3 Users may only access, browse and use the Eskom website for legitimate personal or commercial purposes and may not use the Eskom website or any Eskom services and/or products for:

2.3.1 Harmful purposes;

2.3.2 Illegal purposes;

2.3.3 Disclosing, sharing or publishing material that may be offensive, defamatory, regulated, prohibited, infringing or damaging to any person and/or;

2.3.4 The creation, storage and sending of unsolicited commercial communications.

2.4 The caching of the Eskom website shall only be allowed if:

2.4.1 The purpose of the caching is to make the onward transmission of the content from the Eskom website more efficient;

2.4.2 The cached content is not modified in any manner whatsoever;

2.4.3 The cached content is updated at least every 12 (twelve) hours; and

2.4.4 The cached content is removed or updated when so required by Eskom.



2.5 If any User uses content from the Eskom website in breach of the provisions detailed herein:

2.5.1 Eskom reserves the right to claim damages from the User;

2.5.2 Eskom reserves the right to institute criminal proceedings against the User; and

2.5.3 Eskom shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.

2.6 Hyperlinks to the Eskom website from any other source shall be directed at the home page of the Eskom website. Links beyond the Eskom home page may only be used with Eskom's prior written consent.

2.7 Eskom shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content, products or services available from the Eskom website, if such contents, products or services were accessed through a hyperlink not directed at the home page of the Eskom website. Persons that wish to link to pages beyond the home page of the Eskom website without Eskom's prior written consent shall do so at their own risk and indemnify Eskom against any loss, liability or damage that may result from the use of such hyperlinks. Eskom's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

2.8 Users may quote small and reasonable amounts of content available from the Eskom website, in any format, subject to such a quote being placed in inverted commas and acknowledged.

2.9 No person may, without the prior written consent of Eskom, frame the Eskom website in any manner whatsoever.

2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Eskom website by Users, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Eskom website, for any purposes, without the prior written consent of Eskom.

2.11 Email addresses, names, telephone numbers and fax numbers published on the Eskom website may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Eskom website may be used to communicate unsolicited communications to Eskom and all rights detailed in Section 45 of the [ECT Act](#) are reserved.

2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Eskom at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property on the Eskom website, including but not limited to content, trademarks (or any confusingly similar trademarks), logos, pictures, video, downloads, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Eskom and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all other rights to intellectual property on the Eskom website are expressly reserved.

3.2 No person may use logos, icons or trade marks from the Eskom website as hyperlinks or other purposes without Eskom's prior written consent.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and Eskom's website and/or download content from the Eskom website.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

These terms and conditions as well as product and/or service specific terms and conditions govern the sale of goods and/or the provision of services from or through the Eskom website. Access to the services, content, software and downloads available from the Eskom website may be classified as "electronic transactions" as defined in terms of the [ECT Act](#) and therefore Users have the rights detailed in Chapter 7 of the [ECT Act](#) and Eskom has, amongst others, the duty to disclose the following information:

5.1 The full name and legal status of the website owner: Eskom Holdings Limited;

5.2 Directors: Board of Directors

5.3 Street address: Megawatt Park, Maxwell Street, Sunninghill, Sandton;

5.4 Physical address for receipt of legal service: Megawatt Park, Maxwell Street, Sunninghill, Sandton;

5.5 Telephone number: +27 (0) 11 800 8111;

5.6 Fax number: +27 (0) 11 800 4299;

5.7 Main business: Eskom is a vertically integrated operation that generates, transmits and distributes electricity;

5.8 External Regulatory Structures: National Electricity Regulator and The National Nuclear Regulator;

5.9 Code of Conduct: Eskom Business Conduct Policy;

5.10 The website addresses of the Eskom websites are:

5.10.1 <http://www.eskom.co.za>;

5.10.2 <http://www.eskomidm.co.za/> ;

5.10.3 <http://www.sabregen.co.za>;

5.10.4 <http://www.eppf.co.za>;

5.10.5 <http://www.sacecs.co.za>;

5.10.6 <http://www.exposcience.co.za/> ; and

5.10.7 <https://csonline.eskom.co.za>

5.10.8 <http://heritage.eskom.co.za>

5.11 The official email address of the Eskom website is: webmaster@eskom.co.za

5.12 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:

5.12.1 access to the Eskom website;

5.12.2 the inability to access the Eskom website;

5.12.3 the services and content available from the Eskom website; or

5.12.4 these terms and conditions, shall be referred to arbitration in terms of the expedited rules of the Arbitration Foundation of South Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following website: <http://www.arbitration.co.za>;

5.13 Cooling-off period: In terms of the operation of section 42 (2) (d) of the ECT Act, the cooling-off period provision of the ECT Act does not apply to this website and;

5.14 Users may lodge complaints concerning the Eskom website with Eskom at: webmaster@eskom.co.za

6. CHANGES AND AMENDMENTS

Eskom reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

6.1 change these terms and conditions;

6.2 change the content and/or services available from the Eskom website;

6.3 discontinue any aspect of the Eskom website or service(s) available from the Eskom website; and/or

6.4 change the software and hardware required to access and use the Eskom website.

7. PRIVACY

7.1 Eskom shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). (http://www.eskom.co.za/OurCompany/PAIA/Pages/Promotion_Of_Access_To_Information.aspx) Follow this link for a guide on how to request information from Eskom; (<http://www.eskom.co.za/c/article/306/guide-to-requesting-information-from-eskom/>)

7.2 Eskom may electronically collect, store and use the following personal information of Users:

7.2.1 Name and surname;

7.2.2 South African identity number;

- 7.2.3 Area code;
- 7.2.4 Street address;
- 7.2.5 Postal address;
- 7.2.6 Title;
- 7.2.7 Contact numbers;
- 7.2.8 Non-personal browsing habits and click patterns;
- 7.2.9 E-mail address; and / or
- 7.2.10 IP address.

7.3 Eskom collects, stores and uses the abovementioned information for the following purposes:

- 7.3.1 Communicate requested information to the User;
- 7.3.2 Provide services to the User as requested by the User;
- 7.3.3 Authenticate the User;
- 7.3.4 Provide the User with access to restricted pages on this website; and
- 7.3.5 Compile non-personal statistical information about browsing habits, click-patterns and access to the Eskom website.

7.4 Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

7.5 Eskom may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:

- 7.5.1 Eskom shall not disclose personal information from Users unless the User consents thereto;
- 7.5.2 Eskom shall disclose personal information without the User's consent only through due legal process; and
- 7.5.3 Eskom may compile, use and share any information that does not relate to any specific individual.

7.6 Eskom owns and retains all rights to non-personal statistical information collected and compiled by the Eskom.

8. HYPERLINKS TO THIRD PARTY SITES

8.1 Eskom may provide hyperlinks to websites not controlled by Eskom ("target sites") and such hyperlinks do not imply any endorsement, agreement on or support of the content, products and/or services of such target sites.

8.2 Eskom does not editorially control the content, products and/or services on target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access, use, inability to use or content available on or through target sites.

9. SECURITY

9.1 Eskom shall take all reasonable steps to secure and/or prevent the content of the Eskom website and the information provided by and collected from Users, and unauthorised access and/or disclosure. However, Eskom does not make any warranties or representations that content shall be 100% safe or secure.

9.2 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, Eskom is under no legal duty to encrypt any content or communications from and to Users and is also under no legal duty to provide digital authentication of any pages on the Eskom website.

9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots or spy ware, to the Eskom website or the server and computer network that support the Eskom website.

9.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Eskom website, whether on purpose or negligently, shall, without any limitation, indemnify and hold Eskom harmless against any and all liabilities, legal costs, damages, risks and losses that Eskom and its partners / affiliates may suffer as a result of such delivery, attempt or damaging code.

9.5 Users may not develop, distribute or use any device or programme designed to breach or overcome the security measures of the restricted pages, products and services on the Eskom website and Eskom reserves the right to claim damages from any and all persons involved, directly and indirectly, in the development, use and distribution of such devices or programmes.

9.6 Users who commit any of the offences detailed in sections 85 to 88 of the [ECT Act](#) shall, notwithstanding criminal prosecution, be liable for all resulting liabilities, losses, destruction or damages suffered and/or incurred by Eskom and its partners / affiliates due to or related to these illegal actions.

10. DISCLAIMER AND LIMITATION OF LIABILITY

10.1 Subject to the provisions of sections 43(5) and 43(6) of the [ECT Act](#), if applicable, and as far as allowed by law, Eskom (including its subsidiaries, shareholders, business units, employees, suppliers, Internet service providers, partners, affiliates and agents) shall not be liable for any damage, loss, liability or expenses of any nature incurred by whomsoever and resulting from:

- 10.1.1 Access to the Eskom website;
- 10.1.2 Access to websites linked to the Eskom website;
- 10.1.3 Inability to access the Eskom website;
- 10.1.4 Inability to access websites linked to the Eskom website;
- 10.1.5 Content available on the Eskom website;
- 10.1.6 Services available from the Eskom website;
- 10.1.7 Communication mechanisms available from the Eskom website;
- 10.1.8 Products available from the Eskom website;
- 10.1.9 Downloads and use of content from the Eskom website; and/or
- 10.1.10 Any other reason not directly related to Eskom's gross negligence.

10.2 The Eskom website is supplied on an "as is" basis and has not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy himself or herself, prior to entering into this agreement with Eskom, that the content available from and through the Eskom website meets the User's individual requirements and is compatible with the User's computer hardware and/or software.

10.3 Information, ideas and opinions expressed on the Eskom website should not be regarded as professional advice or the official opinion of Eskom and Users are encouraged to obtain professional advice before taking any course of action related to the information, ideas or opinions expressed on the Eskom website.

10.4 Eskom does not make any warranties or representation that content and services available from the Eskom website shall in all cases be true, correct or free from any errors. Eskom shall take all reasonable steps to ensure the quality and accuracy of content available from the Eskom website.

10.5 Eskom does not make any warranties or representations that the Eskom website shall be available at all times. Users acknowledge that the Eskom website may be unavailable due to updates or other causes beyond the reasonable control of the Eskom, including, but not limited to virus infection, unauthorised access (hacking), power failure or other "acts of God".

11. COMMENTS

Eskom does not edit or scan comments posted by the User or emails from the User to Eskom or the Eskom website and shall not be liable for any defamatory, illegal, infringing, hateful, pornographic or harmful postings

12. REMOVAL AND CORRECTION OF CONTENT

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Eskom website to Eskom and Eskom 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.

13. INTERCEPTION OF COMMUNICATIONS

13.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Eskom's right to intercept, block, filter, read, delete, disclose and use all communications (including all

"data messages" as defined in the [ECT Act](#)) sent or posted by the User to the Eskom website, its staff and employees. The RIC Act may be downloaded from: <http://www.info.gov.za/acts/2002/a70-02/>.

13.2 The User agrees and acknowledges that the consent provided by the User in clause 13.1 satisfies the "writing" requirement as detailed in the [ECT Act](#) and the RIC Act.

14. ENTIRE AGREEMENT AND SEVERABILITY

14.1 These terms and conditions constitute the entire agreement between Eskom and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Eskom from the User.

14.2 Any failure by Eskom to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

14.3 In the event that any term or condition detailed herein is found unenforceable or invalid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall remain enforceable and applicable.

15. AGREEMENT IN TERMS OF SECTION 21 OF THE ECT ACT

The User and Eskom agree that:

15.1 the User shall be bound to these terms and conditions and such agreement is concluded in Johannesburg (South Africa) at the time the User enters the Eskom website for the first time;

15.2 data messages (as defined in the) addressed by the User to Eskom shall only be deemed to have been received if and when responded to. An auto-reply shall not constitute such 'response' for the purposes of this clause;

15.3 data messages (as defined in the [ECT Act](#)) addressed to the User by Eskom shall be deemed to be received by the User as detailed in section 23(b) of the [ECT Act](#);

15.4 data messages (as defined in the [ECT Act](#)) addressed by the User to Eskom shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa;

15.5 electronic signatures, encryption and/or authentication is not required for valid electronic communications between the User and the Eskom; and

15.6 the User agrees and warrants that data messages that are sent to Eskom from a computer, IP address or mobile device normally used by or owned by the User, were sent and/or authorised by the User personally.

16. APPLICABLE AND GOVERNING LAW

The Eskom website is hosted, controlled and operated from the Republic of South Africa and therefore, subject to clause 5.11, the South African law enforced by the South African courts governs the use or inability to use the Eskom website, its content, services, products and these terms and conditions.

17. LEGAL COSTS

Eskom shall not be liable for costs incurred by Users to obtain professional advice relating to these terms and conditions.

VERSION: 22 February 2012

© 2005 BUYS INC. ATTORNEYS. LICENSED TO ESKOM HOLDINGS LIMITED. ALL OTHER RIGHTS RESERVED.

END