



## Web Site Terms & Conditions

THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE SABINET ONLINE WEB SITE OR ANY PART THEREOF (THE SABINET ONLINE WEB SITE) IN TERMS OF SECTION 11 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTIONS (ECT) ACT 25 OF 2002.

IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS YOU MUST LEAVE THE SABINET ONLINE WEB SITE NOW, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS.

A COPY OF THE ECT ACT MAY BE DOWNLOADED FROM:

<http://www.sabinet.co.za/sabinet/docs/ect24286.pdf>

### DEFINITIONS AND INTERPRETATION

- a) "Sabinet Online web site/s" means the Sabinet Online web site/s located at [www.sabinet.co.za](http://www.sabinet.co.za), <http://discover.sabinet.co.za/>, <http://www.sabinetlaw.co.za> and <http://blog.sabinet.co.za> and includes any part or element thereof;
- b) "User" means any person who enters or uses the Sabinet Online web site or enters or intends entering into an electronic transaction with Sabinet, notwithstanding the fact that such a person only visited the home page of the Sabinet Online web site;
- c) References herein to the singular includes the plural and vice versa; and
- d) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

### 1. GENERAL

- 1.1 Sabinet Online is a recognised leader in the facilitation of electronic access to information.
- 1.2 Sabinet Online serves a client base of more than 1063 institutions that includes academic institutions, as well a government and corporate clients.

### 2. ALLOWED USE AND LICENSE

- 2.1 Sabinet Online licenses the User to view, download and print the content of the Sabinet Online web site, provided that such content is used for personal, educational and/or non-commercial purposes only.
- 2.2 Users are required to register and receive confirmatory e-mail messages for access to certain pages or services on the Sabinet Online web site.
- 2.3 Content from the Sabinet Online web site shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Sabinet Online.
- 2.4 Users may only access and use the Sabinet Online web site for legal purposes and may not use the Sabinet Online website for commercial purposes.
- 2.5 The caching of the Sabinet Online web site shall only be allowed if:
  - 2.5.1 The purpose of the caching is to make the onward transmission of the content from the Sabinet Online web site more efficient;
  - 2.5.2 The cached content is not modified in any manner whatsoever;
  - 2.5.3 The cached content is updated at least every 12 (twelve) hours; and
  - 2.5.4 The cached content is removed or updated when so required by Sabinet Online.
  - 2.5.5 The cached content is only used for personal, educational and/or non

commercial purposes.

- 2.6 If any User uses content from the Sabinet Online web site in breach of the provisions detailed herein:
- 2.6.1 Sabinet Online reserves the right to claim damages from the User;
  - 2.6.2 Sabinet Online reserves the right to institute criminal proceedings against the User; and
  - 2.6.3 Sabinet Online 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.
- 2.7 Hyperlinks to the Sabinet Online web site/s from any other source shall be directed at the home page of the Sabinet Online web site/s. Sabinet Online shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Sabinet Online web site/s, if such content was accessed through a hyperlink not directed at the home page of the Sabinet Online web site/s. Persons that wish to link to content beyond the home page of the Sabinet Online web site/s shall do so at their own risk and indemnify Sabinet Online against any loss, liability or damage that may result from the use of content from the Sabinet Online web site/s, if such content was accessed through a hyperlink not directed at the home page of the Sabinet Online web site/s.
- Sabinet Online'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 Sabinet Online web site/s only if such quote is placed in inverted commas and acknowledged.
- 2.9 No person may frame the Sabinet Online web site/s, in any manner whatsoever, without the prior written consent of Sabinet Online.
- 2.10 Apart from bona-fide search engine operators and use of the search facility provided on the Sabinet Online web site/s by Users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search or copy content from the Sabinet Online web site/s for any purposes, without the prior written consent of Sabinet Online.
- 2.11 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 Sabinet Online at any time without giving reasons therefore.

### **3. INTELLECTUAL PROPERTY RIGHTS AND DOMAIN NAME USE**

- 3.1 All intellectual property on the Sabinet Online web site/s, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons, know-how, publications, products, data, private information and hyperlinks are the property of or licensed to Sabinet Online 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 Sabinet Online web site/s are expressly reserved.
- 3.2 "Sabinet Online" is a registered trademark and Users agree not to use the Sabinet Online trademark or trademark as an element of a domain name or sub domain name, notwithstanding the fact that such domain name use or registration may be allowed in terms of trademark and/or constitutional law. Upon request to do so a User shall immediately cease to use such domain name and transfer it to Sabinet Online at the cost of the User.

#### 4. SOFTWARE AND EQUIPMENT

- 4.1 It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, software, lines and account to access the Internet and the Sabinet Online web site/s.
- 4.2 The requirements to download and view content on the Sabinet Online web site/s are as follows:
- 4.2.1 Minimum System requirements: 1 gigahertz (GHz) or faster 32-bit (x86) or 64-bit (x64) processor; 1 gigabyte (GB) RAM (32-bit) or 2 GB RAM (64-bit); 500 MB available hard disk space (32-bit and 64-bit); DirectX 9 or higher graphics device; 1024x768 display resolution; and
- 4.2.2 Operating system requirements: Operating system capable of running software detailed in 4.2.3; and
- 4.2.3 Internet Browser requirements: IE 7+(recommended IE 8+) or Firefox 3.6+(recommended FireFox 4+) or Chrome 11+ or Safari 5+ or Opera 10+; JavaScript and cookies enabled
- 4.3 The User shall require the hardware and software detailed in clause 4.2 at its own cost and own risk prior to entering into an agreement with Sabinet Online.

#### 5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software, downloads and products available from the Sabinet Online web site/s is classified as "electronic transactions" in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Sabinet Online has the duty to disclose the following information:

- 5.1 The full name and legal status of the web site owner:  
Sabinet Online Ltd. Reg. 1996/017856/06;
- 5.2 Street address: 1021 Bank Avenue, Centurion, Gauteng, South Africa;
- 5.3 Postal address: Box 9785, Centurion, 0046, South Africa;
- 5.4 Physical address for receipt of legal service: See 5.2 above;
- 5.5 Main business: The main business of Sabinet Online is the facilitation of access to online information;
- 5.6 The web site address of the Sabinet Online web site is: <http://www.sabinet.co.za>
- 5.7 The official e-mail address of the Sabinet Online web site/s is: [info@sabinet.co.za](mailto:info@sabinet.co.za)
- 5.8 Membership of self-regulatory or accreditation bodies: None
- 5.9 Codes of conduct to which the Sabinet Online web site/s subscribes: None
- 5.10 The Manual published in terms of section 51 of the Promotion of Access to Information Act 2 of 2000 of the owner of the Sabinet Online web site/s may be downloaded from: <http://www.sabinet.co.za/sabinet/docs/sabinetpaia.pdf>
- 5.11 Management: R.A.I. Hattingh, K.H.M. Jackes, P. F Malan, M. McKenzie, P. H. Rautenbach, I. Späth, S.C. Vos, A Mcluckie, S Duncan.

- 5.12 The costs associated with the access and use of the Sabinet Online web site/s is as follows:
- 5.12.1 Access to web site – free;
  - 5.12.2 Maintenance and support – free;
- 5.13 Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
- 5.13.1 access to the Sabinet Online web site/s;
  - 5.13.2 the inability to access the Sabinet Online web site/s;
  - 5.13.3 the services and content available from the Sabinet Online web site/s; or
  - 5.13.4 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 Centurion 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 web site: <http://www.arbitration.co.za>;
- 5.14 Cooling-off period: In terms of the operation of section 42(1)(d) of the ECT Act, the cooling-off provisions of the ECT Act do not apply to the Products.
- 5.15 The manner in which Users may access and maintain a full record of the transaction entered into with Sabinet Online: Users are encouraged to print out and/or save these Terms and Conditions. Further information may be requested from Sabinet Online at [info@sabinet.co.za](mailto:info@sabinet.co.za).
- 5.16 Security of this web site/s:
- 5.16.1 User information – information required from Users are stored in a secure environment; and
  - 5.16.2 Payment information – Sabinet Online does not handle payment information in any manner and Users are encouraged to request this information from their banks.
  - 5.16.3 Virtual Card Services process all credit card transactions. All credit card transactions are 128 bit Secure Socket Layers (SSL) encrypted. The company registration documents and the site's registered domain name are checked and verified by Thawte, ensuring the cardholder and merchant that nobody can impersonate VCS to obtain confidential information.
  - 5.16.4 Virtual Card Services is committed to providing secure online services. All encryption complies with international standards. Encryption is used to protect the transmission of personal information when completing online transactions. Virtual Card Services Internet servers are protected by firewalls and intrusion detection systems.
  - 5.16.5 Sabinet Online does not have access to credit details.
  - 5.16.6 Virtual Card Services continually reviews and enhances its security in line with technological changes.
- 5.17 Information about the products and services are available from this web site/s. A Product profile may be viewed at: <http://www.sabinet.co.za>

5.18 Users may lodge complaints concerning the Sabinet Online web site/s or the Products with the Customer Support Centre, the Advertising Standards Authority or the Consumer Affairs Committee. Sabinet Online may be contacted at the following telephone numbers and e-mail addresses:

5.18.1 Toll free support tel.: 0800 11 85 95

5.18.2 Fax: + (27) 12 663 3543

5.18.3 E-mail: [info@sabinet.co.za](mailto:info@sabinet.co.za)

5.19 Refund Policy on pay-per-view content:

5.19.1 No refunds will be given.

5.19.2 All content purchased is available on this service for a period of 24 hours. It is recommended that you either print the purchased content or save the content to your local machine.

5.19.3 Should you experience problems accessing the purchased content within the 24 hour period, please contact our Client Services Department on [info@sabinet.co.za](mailto:info@sabinet.co.za) or +27126439500.

## 6. CHANGES AND AMENDMENTS

Sabinet Online expressly reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice:

- 6.1 change these terms and conditions;
- 6.2 change the content and/or services available from the Sabinet Online web site/s;
- 6.3 discontinue any aspect of the Sabinet Online web site/s or service(s) available from the Sabinet Online web site/s; and/or
- 6.4 change the software and hardware required to access and use the Sabinet Online web site/s.

## 7. PRIVACY

7.1 Sabinet Online 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). The PAIA may be downloaded from: <http://www.polity.org.za/article/promotion-of-access-to-information-act-no-2-of-2000-2000-01-0>

17.2 Sabinet Online may electronically collect, store and use the following personal information of Users:

- 7.2.1 name and surname;
- 7.2.2 birth date;
- 7.2.3 gender;
- 7.2.4 address;
- 7.2.5 contact numbers;
- 7.2.6 non-personal browsing habits and click patterns;
- 7.2.7 e-mail address;
- 7.2.8 IP address;
- 7.2.9 User selected password.

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

- 7.3.1 providing the Product(s), support and services to the User;
- 7.3.2 subject to the User's consent, inform the User of facts relating to his/her access and use of the Sabinet Online web site/s;
- 7.3.3 subject to the User's consent, inform the User about competitions and

special offers from Sabinet Online and/or its partners / affiliates; and

- 7.3.4 to compile non-personal statistical information about browsing habits, click-patterns and access to the Sabinet Online web site/s.
- 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 Sabinet Online may collect, maintain, save, compile, share, and disclose any information collected from users, subject to the following provisions:
  - 7.5.1 Sabinet Online shall not disclose personal information from Users unless the User consents thereto;
  - 7.5.2 Sabinet Online shall disclose information without the User's consent only through due legal process; and
  - 7.5.3 Sabinet Online may compile, use and share any information that does not relate to any specific individual.
- 7.6 Sabinet Online owns and retains all rights to non-personal statistical information collected and compiled by Sabinet Online.

## **8. HYPERLINKS TO THIRD PARTY SITES**

Sabinet Online may provide hyperlinks to web sites not controlled by Sabinet Online (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites. Sabinet Online does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

## **9. SECURITY**

- 9.1 Subject to clause 5.19, Sabinet Online shall take all reasonable steps to secure the content of the Sabinet Online web site/s and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Sabinet Online does not make any warranties or representations that content shall be 100% safe and secure.
- 9.2 Sabinet Online is under no legal duty to encrypt any content or communications from and to the Sabinet Online web site/s and is also under no legal duty to provide digital authentication of any page on the Sabinet Online web site/s.
- 9.3 Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Sabinet Online web site/s or the server and computer network that support the Sabinet Online web site/s. Notwithstanding criminal prosecution, any person who delivers any damaging code to the Sabinet Online web site/s, whether on purpose or negligently, shall, without any limitation, indemnify and hold Sabinet Online harmless against any and all liability, damages and losses Sabinet Online and its partners / affiliates may suffer as a result of such damaging code.
- 9.4 Users may not develop, distribute or use any device to breach or overcome the security measures of the Product and Sabinet Online reserves the right to claim damages any and all persons concerned with a security failure or breach.
- 9.5 Any User who commits any of the offences detailed in sections 85 to 88 of the ECT Act shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Sabinet Online and its partners / affiliates. The ECT Act may be downloaded from: <http://www.sabinet.co.za/sabinet/docs/ect24286.pdf>

## **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, Sabinet Online (including Sabinet Online, its owners, employees, suppliers, network operators, partners, affiliates and agents) shall not be liable for any damage, loss or liability of any nature incurred by whomever and resulting from:
- 10.1.1 access to the Sabinet Online web site/s;
  - 10.1.2 access to web sites linked to the Sabinet Online web site/s;
  - 10.1.3 inability to access the Sabinet Online web site/s;
  - 10.1.4 inability to access web sites linked to the Sabinet Online web site/s;
  - 10.1.5 content available on the Sabinet Online web site/s;
  - 10.1.6 services available from the Sabinet Online web site/s;
  - 10.1.7 download, installation and use of the Product; and
  - 10.1.8 any other reason not directly related to Sabinet Online's gross negligence.
- 10.2 The Sabinet Online web site/s and the Products are supplied on an "as is" basis and have not been compiled to meet the User's individual requirements. It is the responsibility of the User to satisfy him/herself, prior to entering into this agreement with Sabinet Online, that the content, products and services available from and through the Sabinet Online web site/s meet 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 Sabinet Online web site/s should not be regarded as professional advice or the official opinion of Sabinet Online and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the Sabinet Online web site/s.
- 10.4 These websites are directed primarily at Users in the Republic of South Africa and therefore Sabinet Online shall not, as far as allowed by South African law, be liable for defamation, libel, slander, privacy infringement, personality infringement or copyright infringement, in whatsoever format, outside the borders of the Republic of South Africa.
- 10.5 Sabinet Online sources content from various third parties and does not control the content provided by such third parties and Sabinet Online only serves as an electronic distribution platform for such third party content. Therefore Sabinet Online shall not be liable, in any manner whatsoever for defamation, privacy infringement, personality infringement or copyright infringement related to content on the Sabinet Online web site/s not created by Sabinet Online or its employees.
- 10.6 Sabinet Online does not make any warranties or representation that content, products and services available from the Sabinet Online web site/s will in all cases be true, correct or free from any errors. Sabinet Online shall take all reasonable steps to ensure the quality and accuracy of content available from the Sabinet Online web site/s.
- 10.7 Sabinet Online does not make any warranties or representations that the Sabinet Online web site/s and the Customer Support Centre will be available at all times. Users acknowledge that the Sabinet Online web site/s and the Customer Support Centre may be unavailable due to updates or other causes beyond the reasonable control of Sabinet Online, including, but not limited to virus infection, power failure or other "acts of God".

## **11. REMOVAL AND CORRECTION OF CONTENT**

Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Sabinet Online web site/s to Sabinet Online and Sabinet Online 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.

## **12. INTERCEPTION OF COMMUNICATIONS**

- 12.1 Subject to the provisions of the Regulation of Interception of Communications (RIC) Act 70 of 2002, the User agrees to Sabinet Online's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the Sabinet Online web site/s or its staff and employees.
- 12.2 Subject to the provisions of the ECT Act, the User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement.

### **13. UPDATING OF THESE TERMS AND CONDITIONS**

Sabinet Online reserves the right to change, modify, add to or remove from portions or the whole of these terms and conditions from time to time. Changes to these terms and conditions will take effect upon such changes being posted on to this website. It is the user's obligation to periodically check these terms and conditions for changes or updates. The user's continued use of Sabinet Online website's 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, including such changes and updates.

### **14. ENTIRE AGREEMENT AND SEVERABILITY**

- 14.1 These terms and conditions constitute the entire agreement between Sabinet Online and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by Sabinet Online from the User.
- 14.2 Any failure by Sabinet Online 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 Sabinet Online agree that:

- 15.1 the User shall be bound to these terms and conditions and such agreement is concluded in Centurion at the time the User enters the Sabinet Online web site/s for the first time or immediately after the User indicated consent as required in the End-User License Agreement during the Product installation process;
- 15.2 data messages (as defined in the ECT Act) addressed by the User to Sabinet Online shall only be deemed to have been received if and when responded to;
- 15.3 data messages (as defined in the ECT Act) addressed to the User by Sabinet Online 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 Sabinet Online 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 Sabinet Online (communication lines used to back-up data through the use of the Product shall be secured by Sabinet Online as detailed in the FAQ); and
- 15.6 the User agrees and warrants that data messages that are sent to Sabinet Online from a computer, IP address or mobile device normally used by or owned by the User, was sent and/or authorised by the User personally.

### **16. APPLICABLE AND GOVERNING LAW**

The Sabinet Online web site/s is controlled and operated from the Republic of South Africa and therefore the South African law enforced by the South African courts governs the use or inability to use the Sabinet Online web site/s, its content, services and these terms and conditions.

**17. LEGAL COSTS**

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

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