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**THESE TERMS AND CONDITIONS ARE BINDING ON AND ENFORCEABLE AGAINST A PERSON WHO  
ACCESSES THE SITA e PROCUREMENT PORTAL**

**1. DEFINITIONS AND INTERPRETATION**

In these terms and conditions, unless the context otherwise indicates, the singular includes the plural and *vice versa*, and –

- 1.1 **“Organ of State”** collectively means all bodies contemplated in section 239 of the Constitution of the Republic of South Africa;
- 1.2 **“Person”** means a natural or juristic person;
- 1.3 **“Portal”** means the SITA eProcurement Portal;
- 1.4 **“SITA”** means the State Information Technology Agency (SOC) Limited, being a public entity listed as a Schedule 3A National Public Entity in terms of the Public Finance Management Act;
- 1.5 **“Terms and Conditions”** means these terms and conditions for the Portal, as may be amended or replaced from time to time.
- 1.6 **“Users”** means the following:
  - 1.6.1 Suppliers, who are registered as prospective suppliers of goods or services to an Organ of State on the Central Supplier Database;
  - 1.6.2 Any other person designated by SITA as a User.

**2. CONDITIONS OF ACCESS TO AND USE OF THE PORTAL**

**2.1 User**

- 2.1.1 By accessing and using the Portal, the User acknowledges that he or she has read, understood and agrees to be bound by the Terms and Conditions set out herein below. If the User does not wish to be bound by these Terms and Conditions, the User should not access and use the Portal. SITA reserves the right, at its discretion, to change or modify any these Terms and Conditions at any time. All changes and modifications will be notified to the User by being posted on the Portal, and it is the User’s responsibility to read these changes and modifications. They will come into effect immediately upon being posted

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Mr O. Shelembe: **Acting Chairman**; Mr L. Keyise: **Executive Caretaker**; Mr A. Pretorius: **Acting Chief Financial Officer**  
Ms. V. Xaxa: **Company Secretary**

2.1.2 The User agrees that access and use of the Portal is entirely at the User's own risk and the User assumes full responsibility and risk for use of the Portal and information submitted.

2.1.3 The User agrees that the Portal shall not be used for any unlawful purpose, including but not limited to committing a criminal offence or transmitting unlawful material.

### 3. **USERNAME AND PASSWORD**

The User undertakes to ensure that the user name and password are neither easily accessible nor disclosed to any unauthorized person

### 4. **INFORMATION AND PRIVACY**

4.1 SITA understands that the information provided by the User to SITA (the "information"), includes private and sensitive information. SITA will not share any such information with any third party without the prior written consent of the User.

4.2 Although SITA will take all reasonable measures to ensure that the information will not be compromised, the User acknowledges that they need to keep copies of the information under their own control in order to mitigate potential damages that might result from a loss or corruption of information.

### 5 **DISCLAIMER.**

5.1. The User acknowledges that the Portal may not be accessible due to maintenance activities or due to circumstances beyond the reasonable control of SITA, including but not limited to virus infection, unauthorised access or hacking, power failure or a fault with a telecommunications network, a problem with third party computer network or any other instance of *force majeure* beyond SITA's reasonable control.

5.2 The User expressly acknowledges and agrees that any and all use of the Portal is at the User's sole risk. Neither SITA, its employees, third-party content providers, or licensors warrant that access to and use of the Portal will be free from interruptions or free from errors; nor do they make any warranty as to the results that may be obtained from use of the Portal. The User waives and discharges any and all claims against SITA arising out of access or lack thereof

### 6. **CONFIDENTIALITY**

6.1 SITA undertakes that it will treat as confidential the information submitted on the Portal and that such information shall be collected, processed and stored in a manner as required by South African law.

6.2 SITA will take all reasonable steps to protect the information submitted by the User on the Portal and will not disclose it to any Person, save for the purpose of dissemination to an Organ of State for procurement purposes.

6.3 SITA agrees to limit disclosure of such information to the Users who require access to the information in the performance of their duties in the procurement of goods and services.

### 7. **APPLICABLE LAW**

These Terms and Conditions including all matters arising from or in connection therewith are governed by, and to be interpreted and enforced in accordance with South African law.