

BERGRIVIER MUNICIPALITY



WEB SITE USE POLICY

APRIL 2012

REVISION NUMBER	DATE	AUTHORISED FOR DISTRIBUTION

1. **INTRODUCTION**

The Bergrivier Municipality (BM) Web Site is one of the most important means of internal communication and accordingly specific policies and procedures apply regarding what can be published on the site and how this content is managed and maintained.

2. **RELEVANT LEGISLATION**

The role of municipal websites, as platforms for information dissemination, catered for in various pieces of legislation, include:

- * The Local Government Municipal Systems Act No. 32 of 2000 (“the Systems Act”);
- * The Local Government Municipal Financial Management Act No. 56 of 2000 (“the MFMA”); and
- * The Municipal Property Rates Act, No. 6 of 2004 (“the MPRA”).

2.1 **Municipal Systems Act Requirements**

- * Section 21A : Documents to be made public
- * Section 21B : Official Website
- * Section 57(1)(h) : Performance Agreements of Section 57 Managers

2.2 **Municipal Finance Management Act Requirements**

- * Section 75 : Key documents and information
- * Section 22 : Proposed Rates & Taxes
- * Section 17 : Contents of annual budgets and supporting documents
- * Formal written quotations in excess of R30 000-00

2.3 **Municipal Property Rates Act**

- * Section 49 : Public notice of valuation rolls

3. **SUBMISSION OF CONTENT AND USE OF THE SITE**

The Site is to be used for lawful purposes only. However, should the User choose to use this Site from locations other than the Republic of South Africa, they do so at their own initiative and they are responsible for compliance with applicable local laws.

Users are prohibited from posting or transmitting, by means of reviews, comments, suggestions, ideas, questions or other information through the Site, any content which is, unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable content of any kind, including but not limited to:

- Any content that encourages conduct that would constitute a criminal offence or give rise to civil liability, or otherwise violate any applicable local, provincial, national, or international law; or
- Any content that constitutes an invasion of privacy; or
- Any content that is an infringement of any intellectual property right; or
- Any content that contains software viruses; or
- Any content that constitutes a political statement, commercial solicitation, or "Spam".

Although Bergrivier Municipality does not purport to review (nor is it under any obligation to do so) any submitted content, it reserves the right to remove any content from the Site that it deems, in its sole discretion, to be an infringement of the above or harmful in anyway whatsoever. Should this policy be breached then Bergrivier Municipality may immediately terminate and/or suspend the User's access to all or parts of the Site, without any further notice.

Each User must warrant that:

- They own or otherwise control all rights to the content that they may submit to the Site;
- That any use of such content will not cause injury or harm to any person or entity; and
- They will indemnify Bergrivier Municipality for all claims resulting from the submitted content.

By submitting reviews, comments and/or any other content (other than personal details) to Bergrivier Municipality for posting on the Site, the User automatically grants Bergrivier Municipality and its affiliates a non- exclusive, royalty-free, perpetual, irrevocable right and license to use, reproduce, publish, translate, sublicense, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology now known or hereinafter developed for the full term of any copyright that may exist in such content. Subject to this license being granted, the User retains any and all rights that may exist in such content.

The following activity on or through the Site is expressly prohibited:

- Any non-personal or commercial use of any robot, spider, other automatic device or technology, or manual process to monitor or copy portions of the Site, or the content contained therein, without the prior written authority of Bergrivier Municipality ; and
- The collection or use of any listings, descriptions, or price lists from the Site, for the benefit of a competing merchant that supplies products comparable to those offered on the Site; and
- Any use or action that imposes an unreasonable or disproportionately large load of traffic on the Site, or otherwise interferes with its proper and timely functioning.

The User is responsible for maintaining the confidentiality and security of their User Name and Password for access to the Site, and accepts full liability for all activities that occur under their User Name.

Any person that delivers or attempts to deliver any damaging code to this web site or attempts to gain unauthorised access to any page on this web site shall be prosecuted and civil damages shall be claimed in the event that Bergrivier Municipality suffers any damage or loss.

4. THE USE OF THIRD PARTY CONTENT

Bergrivier Municipality hosts information, pricing, opinions and other content supplied by third parties ("Third Party Content") on the Site. Bergrivier Municipality has no editorial control over such content. Bergrivier Municipality will, therefore, not be responsible for any incorrect pricing due to typographical errors or errors in pricing.

Opinions, statements, offers or any other information that may constitute Third Party Content, is that of the respective User and not of Bergrivier Municipality. Bergrivier Municipality does not guarantee the accuracy, completeness, and/or usefulness of any Third Party Content. All Third Party Content is provided as is.

It is the Users' responsibility to evaluate Third Party Content available on and through the Site. Bergrivier Municipality are not liable for any loss, damage or harm caused by any Users reliance on Third Party Content obtained on or through the Site. Before making any decision or placing any reliance on Third Party Content provided on or through the Site, Users should take all further reasonable steps to ensure and verify the accuracy of such content. This notice must be displayed in its entirety should one wish to publish any Third Party Content obtained from the Site.

Bergrivier Municipality does not review (nor is it under any obligation to do so) or control any third-party web sites that link to or from the Site. Bergrivier Municipality is not responsible for the Content of any Third Party site linked to or from the Site.

5. SERVICES ADVERTISED BY MEANS OF THE SITE

The price and potential availability for each listing on the Site is listed on that particular item's page. Bergrivier Municipality cannot guarantee the availability of every or any listing on the Site.

6. INTELLECTUAL PROPERTY RIGHTS

All content included on this web site, such as text, graphics, logos, buttons, icons, images, photographs, audio clips, databases and software ("the Content"), is the property of Bergrivier Municipality or its content suppliers and protected by South African and international copyright laws. Furthermore, the compilation (meaning the collection, arrangement, and assembly) of all content on this web site is the exclusive property of Bergrivier Municipality and is protected by South Africa and international copyright laws.

Except as stated herein, none of the material may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, except as permitted by the fair use privilege under the South African copyright laws or without the prior written permission of Bergrivier Municipality or the copyright owner.

Users are expressly prohibited to "mirror" any content, contained on the Site, on any other server unless with the prior written permission of Bergrivier Municipality.

Users are granted a limited, revocable, and non-exclusive right to create a hyperlink to the home page of the Site so long as the link does not portray Bergrivier Municipality or their products or services in a false, misleading, derogatory, or otherwise offensive matter. Users may not use any Bergrivier Municipality logo or other proprietary graphic or trademark as part of the link without the express permission of Bergrivier Municipality or content suppliers.

All trademarks are the exclusive property of Bergrivier Municipality or the Trademark holder.

The unauthorised submission, removal, modification or distribution of copyrighted or other proprietary Content is illegal and the User could be subject to criminal prosecution as well as personal liability for damages.

7. LIMITED LIABILITY

The information, content, services, products and materials published on the Site, including without limitation, text, graphics and links are provided on an "as is" basis. Bergrivier Municipality makes no representations or warranties of any kind, express or implied, as to the operation of the Site or the accuracy, correctness or completeness of the information, contents, materials, or products included on the Site. Without limiting the generality of the foregoing:

- Bergrivier Municipality does not warrant that the Site, will be error free, or will meet any particular criteria of accuracy, completeness or reliability of information, performance or quality; and
- Whilst Bergrivier Municipality has taken reasonable measures to ensure the integrity of the Site and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via the Site are free of viruses, Trojans, bombs, time-locks or any other date or code which has the ability to corrupt or affect the operation of your system.

To the full extent permissible by applicable law, Bergrivier Municipality disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Bergrivier Municipality will not be liable for any damages of any kind arising from the use of the Bergrivier Municipality web site, including, but not limited to direct, indirect, incidental, punitive, and consequential damages.

8. **PRIVACY**

Bergrivier Municipality respects the privacy of its Users. Without limiting the foregoing:

- Bergrivier Municipality is dedicated to maintain the privacy of its online visitors and Users. On this site, Bergrivier Municipality does not collect personally identifiable information from individuals unless they provide it to us voluntarily and knowingly.
- Any information collected is used solely by Bergrivier Municipality and its business partners who are involved in the operation of this site for internal purposes. Bergrivier Municipality's client lists are never sold to third parties, and we will not share personally identifiable information with third parties unless the person who has submitted the information has authorised Bergrivier Municipality to do so, or if Bergrivier Municipality is required to by law.

9. **GOVERNING LAW**

This site is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law.

10. **HYPERLINKS**

No person, business or web site may link to any page on this site without the prior written permission of Bergrivier Municipality. Such permission could be obtained from the Municipal Manager at bergmun.@telkomsa.net or telephone 022 - 913 6000. This clause does not apply to parties that have entered into e-trader agreements with Bergrivier Municipality.

Hyperlinks provided on this site to non-Bergrivier Municipality sites, are provided as is and Bergrivier Municipality does not necessarily agree with, edit or sponsor the content on such web pages.

11. **FRAMING**

No person, business or web site may frame this site or any of the pages on this site in any way whatsoever.

12. **SPIDERS AND CRAWLERS**

No person, business or web site may use any technology to search and gain any information from this site without the prior written permission of Bergrivier Municipality. Such permission could be obtained from the Municipal Manager at bergmun@telkomsa.net or telephone 022 - 913 6000.