

WEBSITE TERMS AND CONDITIONS

Last updated: September 2021

TERMS AND CONDITIONS ARE VALID, BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE ESKOM ROTEK INDUSTRIES 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 ROTEK INDUSTRIES WEBSITE WITHOUT DELAY, AS FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS AND BE DEEMED AS ACCEPTANCE OF THESE TERMS AND CONDITIONS.

The Terms and Conditions are valid from the day of publication of this website.

DEFINITIONS AND INTERPRETATION

- a) "the Eskom website" means the websites, owned and operated by Eskom Holdings Limited and located at, including but not limited to, <https://www.eskom.co.za> ; <https://www.eskom.co.za/dataportal> ; <https://csonline.eskom.co.za> ; <http://heritage.eskom.co.za> ; <https://www.eskom.co.za/eas> ; <http://www.rotekindustries.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;
- b) "User" means any person who enters or uses the Eskom Rotek Industries website, notwithstanding the fact that such a person only visits the home page of the Eskom website;
- c) References herein to the singular include the plural and vice versa; and
- d) 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

Eskom Rotek Industries is a wholly owned subsidiary of Eskom Enterprises, which in turn forms part of Eskom Holdings. It was established to provide construction, maintenance and transportation services in support of Eskom operations.

Countries in which operations are located

The operations of Eskom Rotek Industries are located in South Africa. Eskom Enterprises, a subsidiary of Eskom, has operations on the African continent, with its head office located in Rosherville, South Africa.

Ownership

The ownership of Eskom Rotek Industries vests in the South African government.

Nature of markets and customers served

Electricity is sold to industrial, mining, commercial, agricultural, and residential customers and redistributors.

Breakdown of sales by country/region

The majority of the sales are in South Africa, with only a small percentage of sales in the southern African region.

Additional information on economic, environmental, and social aspects

Eskom Rotek Industries is committed to aligning itself with international sustainability reporting initiatives. Further

environmental and social information is available on the Eskom website.

2. ALLOWED USE AND LICENSE

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

2.2 Content from the Eskom Rotek Industries 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 Rotek Industries website for legitimate personal or commercial purposes and may not use the Eskom Rotek Industries 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 Rotek Industries 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 Rotek Industries website in breach of the provisions detailed herein:

2.5.1 Eskom Rotek Industries reserves the right to claim damages from the user;

2.5.2 Eskom Rotek Industries reserves the right to institute criminal proceedings against the User; and 2.5.3 Eskom Rotek Industries 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 Rotek Industries website from any other source shall be directed to the home page of the Eskom website. Links beyond the Eskom Rotek Industries home page may only be used with Eskom's prior written consent.

2.7 Eskom Rotek Industries 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 Rotek Industries website, if such contents, products or services were accessed through a hyperlink not directed at the home page of the Eskom Rotek Industries website. Persons who create links to pages beyond the home page of the Eskom Rotek Industries website without Eskom's prior written consent shall do so at their own risk and Eskom is indemnified 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 Rotek Industries 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 Rotek Industries, frame the Eskom Rotek Industries 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 Rotek Industries website, for any purposes, without the prior written consent of Eskom.

2.11 Email addresses, names and telephone numbers published on the Eskom Rotek Industries 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 Rotek Industries website may be used to communicate unsolicited communications to Eskom and all rights detailed in Section 69 of Protection of Personal Information Act, 2013 are reserved.

2.12 All licenses and/or permissions granted in terms of this clause 2 are provided on a limited, 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 Rotek Industries 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 Rotek Industries website are expressly reserved.

The user undertakes not to do anything that may infringe any person's intellectual property rights, including but not limited to –

3.1.1. reverse engineering, decompiling, disassembling or otherwise attempting to discover the source codes of any technology; and

3.1.2. the unauthorised copying, reproduction, retransmission, distribution, dissemination, sale, publication, or other circulation or exploitation of such technology, material, content, and services

3.3. not to use the trade name “Eskom” or Eskom Rotek Industries as an element of a domain name or sub domain name, notwithstanding the fact that its use or registration may be allowed in terms of trademark or constitutional law. Upon request to do so, a User shall immediately cease to use such domain name and transfer it to Eskom or Eskom Rotek Industries at the cost of the User.

3.2 No person may use logos, icons or trademarks from the Eskom Rotek Industries 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 Rotek Industries website and/or download content from the Eskom Rotek Industries 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 Rotek Industries website. Access to the services, content, software and downloads available from the Eskom Rotek Industries 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 Rotek Industries has, amongst others, the duty to disclose the following information:

5.1 The full name and legal status of the website owner: Eskom Rotek Industries of Eskom Holdings SOC Ltd;

5.2 Directors: Board of Directors

5.3 Street address: Lower Germiston Road, Rosherville, Johannesburg, 2094

5.4 Physical address for receipt of legal service: Lower Germiston Road, Rosherville, Johannesburg, 2094

5.5 Telephone number: +27 11 629 4000;

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

5.7 External Regulatory Structures: National Electricity Regulator (NERSA) and The National Nuclear Regulator;

5.8 Code of Conduct: Eskom Business Conduct Policy; 5.9 The website addresses of the Eskom Rotek Industries websites are:

5.10.1 <https://www.rotekindustries.co.za/> ;

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

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

5.11.1 access to the Eskom Rotek Industries website;

5.11.2 the inability to access the Eskom Rotek Industries website;

5.11.3 the services and content available from the Eskom Rotek Industries website; or

5.11.4 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>

5.12 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;

5.13 Users may lodge enquiries concerning the Eskom Rotek Industries 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 Rotek Industries website;

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

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

7. PRIVACY

Eskom does not collect any personal data from the main website [www.eskom.co.za]. Site statistics collected are not capturing any IP addresses or any information that can be traced back to an individual or organisation. Site statistics are enabling Eskom to monitor site users' behaviour and enable Eskom to manage and change the site to provide the best experience possible

The following section of the website Terms and conditions, should be read in conjunction with [Eskom's Privacy statement](#).

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) and [the Protection of Personal Information Act 4, 2013](#).

7.2 When accessing this site Eskom does not process personal information. However, Eskom processes personal information as stated in our Privacy Statement when engaging with Eskom. Eskom collects, stores and uses the information for the following purposes:

- 7.2.1 Communicate requested information to the User;
- 7.2.2 Provide services to the User as requested by the User;
- 7.2.3 Authenticate the User;
- 7.2.4 Compile non-personal statistical information about browsing habits, click-patterns and access to the Eskom website.

7.3 Information detailed above is collected electronically

7.4 Eskom owns and retains all rights to non-personal statistical information collected and compiled by the Eskom Rotek Industries website.

8. HYPERLINKS TO THIRD PARTY SITES

8.1 Eskom Rotek Industries 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 Rotek Industries 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 and inability to use content available on or through target sites.

9. SECURITY

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

9.4 Notwithstanding criminal prosecution, any person who delivers or attempts to deliver any damaging code to the Eskom Rotek Industries 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 Rotek Industries 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 Rotek Industries website;
- 10.1.2 Access to websites linked to the Eskom Rotek Industries website;
- 10.1.3 Inability to access the Eskom Rotek Industries website;
- 10.1.4 Inability to access websites linked to the Eskom Rotek Industries website;
- 10.1.5 Content available on the Eskom Rotek Industries website;
- 10.1.6 Services available from the Eskom Rotek Industries website;
- 10.1.7 Communication mechanisms available from the Eskom Rotek Industries website;
- 10.1.8 Products available from the Eskom Rotek Industries website;
- 10.1.9 Downloads and use of content from the Eskom Rotek Industries website; and/or
- 10.1.10 Any other reason not directly related to Eskom's Rotek Industries gross negligence.

10.2 The Eskom Rotek Industries 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 Rotek Industries 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 Rotek Industries 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 Rotek Industries website.

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

10.5 Eskom does not make any warranties or representations that the Eskom Rotek Industries 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 failures 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 Rotek Industries or the Eskom Rotek Industries 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 Rotek Industries website to Eskom, and Eskom Rotek Industries 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 Rotek Industries 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 precedence 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 Rotek Industries 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 Rotek Industries website for the first time;

15.2 data messages (as defined in the ECT Act) addressed by the User to Eskom Rotek Industries 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 Rotek Industries 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 Rotek Industries shall be deemed to have been created and sent by the User from within the geographical boundaries of South Africa unless specified to be from another country;

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

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