

## DISCLAIMER

## TERMS & CONDITIONS

**THESE TERMS AND CONDITIONS ARE BINDING AND ENFORCEABLE AGAINST ALL PERSONS THAT ACCESS THE NAMIBIAN GOVERNMENT'S WEBSITE OR ANY PART THEREOF (THE gov.na's WEBSITE).**

**IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS YOU MUST LEAVE THE gov.na's WEBSITE NOW.**

## DEFINITIONS AND INTERPRETATION

1. "User" means any person who enters or uses the gov.na's website, notwithstanding the fact that such a person only visited the home page of the gov.na's website.
2. References herein to the singular includes the plural and vice versa.
3. 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

The gov.na's web portals provide access to government websites, applications and information..

### 2. ALLOWED USE AND LICENSE

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

2.2. Content from the gov.na's website shall not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of gov.na's.

#### **2.3. The caching of the gov.na's website shall only be allowed if:**

2.3.1. The purpose of the caching is to make the onward transmission of the content from the gov.na's website more efficient.

2.3.2. The cached content is not modified in any manner whatsoever.

2.3.3. The cached content is updated at least every 12 (twelve) hours.

2.3.4. The cached content is removed or updated when so required by the gov.na.

#### **2.4. If any User uses content from the gov.na's website in breach of the provisions detailed herein:**

2.4.1. The gov.na reserves the right to claim damages from the User.

2.4.2. The gov.na reserves the right to institute criminal proceedings against the User.

2.4.3. The gov.na shall not be liable, in any manner whatsoever, for and the User indemnifies the gov.na against 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.

2.5. Hyperlinks to the gov.na's websites from any other source shall be directed at the home page of the gov.na's websites. gov.na shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the gov.na's websites, if such content was accessed through a hyperlink not directed at the home page of the gov.na's websites. Persons that wish to link to content beyond the home page of the gov.na's websites shall do so at their own risk and indemnify the gov.na against any loss, liability or damage that may result from the use of content from the gov.na's websites, if such content was accessed through a hyperlink not directed at the home page of the gov.na's websites.

2.6. gov.na's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.

2.7. Users may quote small and reasonable amounts of content available from the gov.na's websites only if such quote is placed in inverted commas and acknowledged.

2.8. No person may frame the gov.na's websites, in any manner whatsoever, without the prior written consent of gov.na. (Definition of frame: A technique used to divide a web page into different parts such as a menu and separate content.)

2.9. Apart from bona-fide search engine operators and use of the search facility provided on the gov.na's websites 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 gov.na's websites for any purposes, without the prior written consent of gov.na.

2.10. 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 the gov.na at any time without giving reasons therefore.

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

3.1 All intellectual property on the gov.na's websites, including but not limited to content, trademarks, domain names, patents, design elements, software, databases, text, graphics, icons and hyperlinks are the property of or licensed to the gov.na 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 gov.na's website are expressly reserved.

3.2 Users agree not to use the trade name "gov.na" 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 the gov.na at the cost of the user.

### 4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the computer hardware, system and information security, software, lines and access accounts to access the Internet and the gov.na's websites and/or download content from this website.

### 5. DISCLOSURES

#### **The ECN wishes to disclose the following information:**

5.1. The full name and legal status of the website owner: Namibian government (gov.na)

5.2. Street address is available on the gov.na's websites.

5.3. Postal address is available on the gov.na's websites.

5.4. Physical address for receipt of legal service: NAMIBIA

5.5. Main business: Provides access to government websites, applications and information..

5.6. The website address of the gov.na's website is: gov.na

5.7. The official e-mail addresses of the gov.na's website is: gov.na

5.8 Management: The costs associated with the access and use of the gov.na's websites: Free of charge.

5.9. The costs associated with the access and use of the gov.na's websites: Free of charge.

### 6. CHANGES AND AMENDMENTS

**The MOJ 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 gov.na's websites.
- 6.3. Discontinue any aspect of the gov.na's websites or service(s) available from the gov.na's websites.
- 6.4. Change the software and hardware required to access and use the gov.na's websites.

7. PRIVACY

- 7.1. The gov.na shall take all reasonable steps to protect the personal information of Users.
- 7.2. gov.na may electronically collect, store and use the following personal information of Users:
  - 7.2.1. name and surname;
  - 7.2.2. contact numbers;
  - 7.2.3. non-personal browsing habits and click patterns;
  - 7.2.4. e-mail address;
  - 7.2.5. IP address;
  - 7.2.6. User selected password.
- 7.3. The gov.na's collects, stores and uses the abovementioned information for the following purposes:
  - 7.3.1. Communicate requested information to the User.
  - 7.3.2. Provide the User with access to restricted pages on this website.
  - 7.3.3. To compile non-personal statistical information about browsing habits, click-patterns and access to the gov.na's websites
- 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. The gov.na may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
  - 7.5.1. gov.na shall not disclose personal information from Users unless the User consents thereto.
  - 7.5.2. gov.na shall disclose information without the User's consent only through due legal process.
  - 7.5.3. gov.na may compile, use and share any information that does not relate to any specific individual.
- 7.6. gov.na owns and retains all rights to non-personal statistical information collected and compiled by gov.na.

8. HYPERLINKS TO THIRD PARTY SITES

- 8.1. gov.na may provide hyperlinks to websites not controlled by the gov.na (target sites) and such links do not imply any endorsement, agreement on or support for the content of such target sites
- 8.2. gov.na 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.

SECURITY

- 9.1. gov.na shall take all reasonable steps to secure the content of the gov.na websites and the information provided by and collected from Users from unauthorised access and/or disclosure. gov.na does, however, not make any warranties or representations that content shall be 100% safe and secure.
- 9.2. gov.na is under no legal duty to encrypt any content or communications from and to the gov.na's websites and is also under no legal duty to provide digital authentication of any page on the gov.na websites

9.3. Users may not deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the gov.na's websites or the server and computer network that support the gov.na's websites

9.4. Notwithstanding criminal prosecution, any person who delivers any damaging code to the gov.na websites, whether on purpose or negligently, shall, without any limitation, indemnify and hold gov.na harmless against any and all liability, damages and losses the gov.na and its partners / affiliates may suffer as a result of such damaging code

9.5. Users may not develop, distribute or use any device to breach or overcome the security measures of the gov.na website and the gov.na reserves the right to claim damages any and all persons concerned with a security failure or breach

9.6. Users may not interfere with data or services in any way to cause data or services to be modified, destroyed or otherwise rendered ineffective (e.g. denial of service attacks)

9.7. 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 the MOJ and its partners and affiliates.

## 10. DISCLAIMER AND LIMITATION OF LIABILITY

### **10.1. The gov.na 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 gov.na's websites;
- 10.1.2. access to websites linked to the gov.na's websites;
- 10.1.3. inability to access the gov.na's websites;
- 10.1.4. inability to access websites linked to the gov.na's websites;
- 10.1.5. content available on the gov.na's websites;
- 10.1.6. services available from the gov.na's websites;
- 10.1.7. downloads and use of content from the gov.na's websites; and
- 10.1.8. any other reason not directly related to gov.na's gross negligence.

10.2. The gov.na's websites 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 the gov.na, that the content available from and through the gov.na's website 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 gov.na's websites should not be regarded as professional advice or the official opinion of gov.na and Users are encouraged to consult professional advice before taking any course of action related to the information, ideas or opinions expressed on the gov.na websites.

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

10.5. gov.na does not make any warranties or representations that the gov.na website shall be available at all times. Users acknowledge that the gov.na's websites may be unavailable due to updates or other causes beyond the reasonable control of the gov.na, including, but not limited to virus infection, unauthorised access (hacking), 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 gov.na website to the gov.na and the gov.na 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. The User agrees to the gov.na's right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by the User to the gov.na's website, its staff and employees.

12.2. The User agrees and acknowledges that the consent provided by the User in clause 12.1 satisfies the "writing" requirement by law.

## 13. ENTIRE AGREEMENT AND SEVERABILITY

13.1. The terms and conditions constitute the entire agreement between the gov.na and the User and shall take precedent over any disclaimers and/or legal notices attached to any communications and/or postings received by the gov.na from the User

13.2. Any failure by the gov.na to exercise or enforce any right or provision shall in no way constitute a waiver of such right or provision.

13.3. 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.

## 14. APPLICABLE AND GOVERNING LAW

Subject to clause 5.13, the gov.na's websites is hosted, controlled and operated from the Republic of Namibia and therefore the Namibian law enforced by the Namibian courts governs the use or inability to use the gov.na's websites, its content, services and these terms and conditions.

## 15. LEGAL COSTS

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

## 16. ELECTRONIC MAIL (E-MAIL) LEGAL NOTICE

16.1. This e-mail legal notice is enforceable and binding on the recipient / addressee

16.2. This e-mail transmission contains confidential information, which is the property of the Namibian government ("gov.na"). No person, other than the recipient (so indicated by the sender) may use or disclose the contents of this message, links or attachments hereto, to any person whatsoever. Unauthorised disclosure and/or use may result in civil and criminal liability.

16.3. The information in this e-mail or attachments thereto is intended for the attention and use of the addressee only. If you are not the intended addressee/recipient, you are hereby notified that any disclosure, copying or distribution of the contents of this email transmission or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. Should you have received this e-mail in error, please delete and destroy it and any attachments thereto immediately. At no time may you act on the information contained therein.

16.4. The e-mail address of the sender may not be used, copied, sold, disclosed or incorporated into any database or mailing list for spamming and/or other marketing practices without the prior consent of the gov.na

16.5. Under no circumstances shall the gov.na or the sender of this e-mail be liable to any party for any direct, indirect, special or consequential damages, including, without limitation, any loss of profits, business interruption, loss of programs or other data on information handling systems or otherwise, even if the gov.na or the sender of this e-mail have been expressly advised of the possibility of such damages

16.6. Any agreements concluded with the gov.na by using electronic correspondence shall only come into effect once the gov.na indicated such contract formation in a follow up or return communication.

16.7. Correspondence sent to the gov.na shall be regarded as having been received.

16.8. No warranties are made or implied that any employee and/or contractor of the gov.na is authorised to create and send this communication

16.9. gov.na reserves the right to intercept, filter, view, block, delete, access, copy, read and act upon this e-mail message and all e-mail messages sent as reply messages to the e-mail address of the sender.

16.10. gov.na retains the copyright to all e-mail messages and attachments sent from its communications systems. The recipient / addressee is hereby licensed to open and read the message and/or attachments only - all other rights are reserved unless so indicated by the sender.

16.11. The views and opinions expressed in this e-mail message do not necessarily reflect the views and/or opinions of the gov.na. If this e-mail message is used for purposes unrelated to the official business of the gov.na, the gov.na shall not be liable for any damage or loss caused by the contents of this message and the sender shall take full responsibility therefore in his/her sole and personal capacity.