



OFFICE OF THE  
VALUER-GENERAL

## WEBSITE TERMS AND CONDITIONS OF USE

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## Approval of the Document

The following parties/people acknowledge that they have read this document, including all schedules, annexures and diagrams that may be attached. It is also agreed by all parties that any decisions affecting this document will only be valid if documented within minutes and agreed upon by all parties involved and/or by those parties authorised to approve changes.

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14/09/2022  
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## 1. INTRODUCTION

- 1.1 This document sets out the terms and conditions (“Terms”) of the Office of Valuer-General (“OVG”) pertaining to the access and use of the information, products, services and functions provided on [www.ovg.org.za](http://www.ovg.org.za) (“Website”).
- 1.2 These Terms are binding and enforceable against all persons that access the Website or any part thereof.
- 1.3 OVG reserves the right, without prior notice or liability, to amend and/or replace any of, or the whole of the Terms.
- 1.4 Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time you access the Website and/or use the services, you shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the OVG from time to time.
- 1.5 For any queries relating to these Terms please contact us on the details provided in paragraph 11.

## 2. DEFINITION

- 2.1 **“Confidential information”** means all trade secrets, intellectual property rights, personal information as defined by the Protection of Personal Information Act, and other information the OVG or third parties protect against unrestricted disclosure to others, which is either labelled Confidential and accessed through a restricted or non-public area of the Website or reasonably identifiable as confidential based on the type of information and the manner of its disclosure.
- 2.2 **“Intellectual property”** means any and all technical or commercial information, including, but not limited to the following: specifications and formulae; data, systems and processes; trade secrets; financial and marketing information; patents, trademarks, designs, inventions, know-how and copyright in documentation (text) or computer/software programmes.
- 2.3 **“OVG”** means Office of the Valuer-General.
- 2.4 **“User”** means any person who accesses and / or uses the Website, notwithstanding the fact that such a person only visits the home page of the Website.
- 2.5 **“Website”** means the Office of Valuer-General website located at [www.ovg.org.za](http://www.ovg.org.za) and includes any page, part or element thereof.

- 2.6 **“Framing”** means a point to point connection between two computers or devices consisting of a wire in which data is transmitted as a stream of bits. Framing is a function of the data link layer. It provides a way for a sender to transmit a set of bits that are meaningful to the receiver.
- 2.7 **“Caching”** means the process of storing data in a cache. A cache is a temporary storage area. For example, the files that are automatically requested by looking at a Web page are stored on your hard disk.
- 2.6 **“Personal information”** means **information relating to an identifiable, living, natural person, and where it is applicable**, an identifiable, existing juristic person, including, but not limited to the views or opinions of another individual about the person.
- 2.7 **“Deep linking”** refers to a type of link that send users directly to an application (app) instead of a website or a store. They are used to send users straight to specific in-app locations, saving users the time and energy locating a particular page themselves – significantly improving the user experience.
- Deep linking does this by specifying a custom URL scheme (iOS Universal Links) or an intent URL (on Android devices) that opens your app if it's already installed. Deep links can also be set to direct users to specific events or pages, which could tie into campaigns that you may want to run.
- 2.8 **“Bona fide”** means in “good faith”. When applied in business deals, it stresses the absence of fraud or deception.

### 3. USE AND LICENCE

- 3.1 OVG authorises the use of its information, provided that such content is used for educational or non-commercial purposes only. Content from the website shall not be used or exploited by users for any commercial purposes without the OVG's prior consent.
- 3.2 Other websites are prohibited from framing any page on the OVG website.
- 3.3 Users are not allowed to access, browse and use the website for illegal purposes.
- 3.4 Please note that the caching of the website shall only be allowed if:
- 3.4.1 The purpose of the caching is to make the onward transmission of the content from the website more efficient;
- 3.4.2 The cached content is not modified in any manner whatsoever;
- 3.4.3 The cached content is updated at least every 12 (twelve) hours; and
- 3.4.4 The cached content is removed or updated when so required by OVG.

- 3.4.5 If any user uses content from the website in breach of the provisions detailed herein, the OVG:
- 3.4.5.1 reserves the right to claim damages from the user;
  - 3.4.5.2 reserves the right to institute criminal proceedings against the user; and
  - 3.4.5.3 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.
  - 3.4.5.4 Hyperlinks to the website from any other source shall be directed at the home page of the website.
- 3.5 The OVG shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the website, if such content was accessed through a hyperlink not directed at the home page of the website. Persons that wish to link to the content beyond the home page of the website shall do so at their own risk and indemnify the OVG against any loss, liability or damage that may result from the use of content from the website, if such content was accessed through a hyperlink not directed at the home page of the website.

The OVG's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions. Users understand that content available on the website is proprietary to the OVG and other third parties and warrant that they may quote small and reasonable amounts of content available from the website only if such quote is placed in inverted commas and acknowledged.

- 3.6 No person may incorporate the website's content into their own website (a practice known as framing), in any manner whatsoever, without OVG's prior written consent.
- 3.7 Apart from bona-fide search engine operators and the use of the search facility provided on the website by users, no person may use or attempt to use any technology or applications (including web crawlers or web spiders) to search, collect or copy content from the website for any purposes, without OVG's prior written consent. E-mail addresses, names, telephone numbers and fax numbers published on the website may not be incorporated into any database used for electronic marketing or similar purposes.



#### 4. INTELLECTUAL PROPERTY RIGHTS

- 4.1 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website, are the property of, or are licensed to the OVG and as such are protected from infringement by local and international legislation and treaties.
- 4.2 By posting on the Website, you automatically grant the OVG a non-exclusive, royalty free, perpetual, irrevocable right and licence to use in any way deemed necessary by the OVG, such content in whole or in part worldwide, and to incorporate it in other works in any form, media, or technology, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content. You represent and warrant to the OVG that you have the right, title and authority to grant such licence to the OVG.
- 4.3 The OVG prohibits the posting of any information that infringes or violates the copyright rights and/or other intellectual property rights of any person or entity.
- 4.4 No proprietary material from this Website may be copied or retransmitted without OVG's written permission.
- 4.5 Irrespective of the existence of copyright, the User acknowledges that the OVG is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the User has no right, title or interest in any such material.
- 4.6 The OVG authorises a user to only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is for educational and non-commercial purposes.

#### 5. DISCLAIMER AND LIMITATION OF LIABILITY

- 5.1 The information provided by OVG ("we," "us" or "our") on [www.ovg.org.za](http://www.ovg.org.za) (the "Site") is for general informational purposes only. All information on the site is provided in good faith. The OVG makes no representation or warranty of any kind, express or implied, regarding the accuracy, adequacy, validity, reliability, availability or completeness of any information on the Site.
- 5.2 Use of the site and reliance on any information on the site is solely at the end-user's own risk. Under no circumstances shall the OVG be liable to the end-user for any loss, harm or damage suffered as a result of the use of the site or reliance on any information

provided on the site. The OVG reserves the right to request independent verification of any information transmitted via the website and the end-user consents to such verification should the OVG deem it necessary.

## 6. PRIVACY STATEMENT

- 6.1 The OVG shall take all reasonable steps to protect the end-user's personal information.
- 6.2 For more information on processing of personal information, you are referred to the OVG's Privacy Policy which explain how the OVG will protect personal information incorporated in these terms which can be found here (*link to be provided online*).

## 7. POSTING LIMITATIONS

- 7.1. Posting of any material, by means of reviews, comments, suggestions, ideas, questions or other information is strictly prohibited, where the posting -
  - 7.1.1 is threatening, defamatory, obscene or amount to hate speech, unlawful, harmful, abusive, harassing, vulgar, sexually-explicit, profane or hateful, or racially; ethnically or otherwise objectionable content of any kind;
  - 7.1.2 would constitute, or encourage conduct that would constitute criminal offense, give rise to civil liability, or otherwise illegal;
  - 7.1.3 infringe the intellectual property, privacy, or other rights of any third parties;
  - 7.1.4 contain a computer virus or other destructive element;
  - 7.1.5 contain advertising;
  - 7.1.6 constitute or contain false or misleading statements; or
  - 7.1.7 violates these Terms

## 8. THIRD PARTY LINKS

- 8.1 The OVG does not accept responsibility for these third-party websites, which are governed by the terms of use and privacy policies, if any, of the applicable third-party content providers.
- 8.2 Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third-party website.
- 8.3 The OVG does not warrant or guarantee that the links to third party websites are free from virus or other malicious software and you undertake to click on any such link at your own risk.



**9. REMOVAL AND CORRECTION OF CONTENT**

- 9.1 Users are encouraged to report untrue, inaccurate, defamatory, illegal, infringing and/or harmful content available from the Website to the OVG and the OVG undertakes to correct and/or remove such content or any part thereof where reasonable grounds proving such content have been provided.
- 9.2 The OVG does not assume any responsibility or liability for any errors or omission of whatsoever nature or however it may arise in relation to this clause 9.

**10. GENERAL CLAUSES**

- 10.1 The Website is hosted, controlled and operated from the Republic of South Africa and therefore South African law governs the use of the Website, its content, services and these Terms.
- 10.2 This Website is controlled, operated and administered by the OVG from its offices within the Republic of South Africa.
- 10.3 The OVG does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 10.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall upon periodic review be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 10.5 The OVG's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 10.6 In the event that any part of this Agreement is found to be partially or fully unenforceable because it does not comply with any law, or for any other reason, this will not affect the application or enforceability of the remainder of this Agreement.
- 10.7 Headings to the paragraphs to these Terms shall be used in the interpretation of any of the provisions to which they relate.
- 10.8 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the other genders and words importing persons shall include partnerships and corporate and unincorporated entities.
- 10.9 These Terms set forth the entire understanding and agreement between the OVG and you with respect to the subject matter hereof.

**11. CONTACT DETAILS:**

**OFFICIAL ADDRESS:** 3<sup>rd</sup> Floor Praetor Building  
267 Lillian Ngoyi Street  
Pretoria  
0001

**TELEPHONE:** (012) 036 0000

**EMAIL:** [vg@ovg.org.za](mailto:vg@ovg.org.za)