

WEBSITE TERMS AND CONDITIONS

Last updated: June 2024

TERMS AND CONDITIONS ARE VALID, BINDING, AND ENFORCEABLE AGAINST ALL PERSONS WHO ACCESS THE NATIONAL TRANSMISSION COMPANY SOUTH AFRICA (NTCSA) WEBSITE (THE WEBSITE), WEB PAGES, OR ANY PART OF THESE.

BY USING THIS WEBSITE, YOU AUTOMATICALLY AGREE TO AND ARE BOUND BY, ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS, YOU MUST LEAVE THE NTCSA WEBSITE WITHOUT DELAY. NOTE THAT FURTHER USE WILL AUTOMATICALLY BIND YOU TO THESE TERMS AND CONDITIONS AND WILL BE DEEMED AS AN ACCEPTANCE OF THESE TERMS AND CONDITIONS.

The terms and conditions are valid from the day of publication of this website.

DEFINITIONS AND INTERPRETATION

a) "NTCSA" means the "National Transmission Company South Africa" 2021/539129/30, a company incorporated in terms of the company law of the Republic of South Africa, a wholly owned subsidiary of Eskom, with its registered head office at Megawatt Park, Maxwell Drive, Sandton.

b) The "NTCSA website" means the websites, owned and operated by the NTCSA Holdings Limited and located at, including, but not limited to, <https://www.ntcsa.co.za>, <https://www.eskom.co.za/dataportal>, <https://csonline.eskom.co.za>, <https://www.eskom.co.za/heritage/>, <https://www.eskom.co.za/eas>, and <http://www.rotelindustries.co.za>, including services available on and through the websites and including source code, meta tags, postings, and any page, part, or element of these.

c) "User" means any person who enters or uses the NTCSA website for any purpose, notwithstanding the fact that such a person only visits the home page of the NTCSA website, provided that the user has accessed the website legally and agreed and consented to the terms and conditions of using the website.

d) References herein to the singular include the plural, and vice versa.

e) Hyperlinks herein to legal documents should be deemed part of these terms and conditions in terms of section 11(3) of the Electronic Communications and Transactions Act 25 of 2002 ([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

The NTCSA is South Africa's state-owned electricity utility, a wholly owned subsidiary of Eskom, that provides a reliable and efficient transmission network, system operator, and energy market services in South Africa and designated electricity markets.

Countries in which operations are located

The operations of the NTCSA are located in South Africa. NTCSA Enterprises, a wholly owned subsidiary of Eskom, has operations on the African continent, with its head office located in Johannesburg, South Africa, and offices in Uganda.

Ownership

The ownership of the NTCSA as a wholly owned subsidiary of Eskom 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

The NTCSA is committed to aligning itself with international sustainability reporting initiatives. Further environmental and social information is available on the NTCSA website.

2. ALLOWED USE AND LICENCE

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

2.2 Content from the NTCSA website may not be used or exploited by users for any commercial and non-private purposes without the prior written consent of the NTCSA.

2.3 Users may only access, browse, and use the NTCSA website for legitimate personal or commercial purposes and may not use the NTCSA website or any NTCSA 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 NTCSA 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 NTCSA 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 hours; and

2.4.4 the cached content is removed or updated when so required by the NTCSA.

2.5 If any user uses content from the NTCSA website in breach of the provisions detailed herein:

2.5.1 the NTCSA reserves the right to claim damages from the user;

2.5.2 the NTCSA reserves the right to institute criminal proceedings against the user; and

2.5.3 the NTCSA shall not be liable, in any manner whatsoever, for any damage, loss, or liability that results from the use of such content by the user or any third party who obtained any content from the user contrary to the permitted use of such information.

2.6 Hyperlinks to the NTCSA website from any other source shall be directed to the home page of the NTCSA website. Links beyond the NTCSA home page may only be used with the NTCSA's prior written consent.

2.7 The NTCSA shall not be liable, in any manner whatsoever, for any damage, loss, or liability that results from the use of content, products, or services available from the NTCSA website if such contents, products, or services were accessed through a hyperlink not directed at the home page of the NTCSA website. Persons who create links to pages beyond

the home page of the NTCSA website without the NTCSA's prior written consent shall do so at their own risk, and the NTCSA is indemnified against any loss, liability, or damage that may result from the use of such hyperlinks. The NTCSA'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 NTCSA website, provided that the content is quoted accurately in any format, subject to such a quotation being placed in inverted commas and acknowledged.

2.9 No person may, without the prior written consent of the NTCSA, frame the NTCSA website in any manner whatsoever.

2.10 Apart from bona fide search engine operators and the use of the search facility provided on the NTCSA 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 NTCSA website, for any purposes, without the prior written consent of the NTCSA.

2.11 Email addresses, names, and telephone numbers published on the NTCSA 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 NTCSA website may be used to communicate unsolicited communications to the NTCSA, and all rights detailed in section 69 of the Protection of Personal Information Act 4 of 2013 are reserved.

2.12 All licences 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 the NTCSA at any time without prior notice or reasons.

3. INTELLECTUAL PROPERTY RIGHTS

3.1 All intellectual property on the NTCSA 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, is the property of, or licensed to, the NTCSA and, as such, is protected against 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 NTCSA 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;

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

3.1.3 not using the trade name "NTCSA" 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. On request to do so, a user shall immediately cease to use such domain name and transfer it to the NTCSA at the cost of the user.

3.2 No person may use logos, icons, or trademarks from the NTCSA website as hyperlinks or for other purposes without the NTCSA'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 the NTCSA's website and/or to download content from the NTCSA 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 NTCSA website. Access to the services, content, software, and downloads available from the NTCSA 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 the NTCSA has, among others, the duty to disclose the following information:

- 5.1 The full name and legal status of the website owner: NTCSA Holdings SOC Ltd.
- 5.2 Directors: Board of Directors.
- 5.3 Street address: Megawatt Park, 2 Maxwell Street, Sunninghill, Sandton, South Africa.
- 5.4 Physical address for receipt of legal service: Megawatt Park, 2 Maxwell Street, Sunninghill, Sandton.
- 5.5 Telephone number: +27 11 800 8111.
- 5.6 Main business: the NTCSA is a wholly owned subsidiary of Eskom that provides a reliable and efficient transmission network, system operator, and energy market services in South Africa and designated electricity markets.
- 5.7 External regulatory structures: the National Energy Regulator of South Africa (NERSA) and the National Nuclear Regulator (NNR).
- 5.8 Code of conduct: the NTCSA Business Conduct Policy.
- 5.9 The website addresses of the NTCSA websites are as follows:
 - 5.9.1 <https://www.ntcsa.co.za>
 - 5.9.2 <https://www.eskom.co.za/dataportal>
 - 5.9.3 <https://csonline.eskom.co.za>
 - 5.9.4 <https://www.eskom.co.za/heritage/>
 - 5.9.5 <https://www.eskom.co.za/eas>
 - 5.9.6 <http://www.rotelindustries.co.za>
- 5.10 The official email address of the NTCSA website is webmaster2@eskom.co.za.
- 5.11 Alternative dispute resolution: subject to urgent and/or interim relief, all disputes regarding:
 - 5.11.1 access to the NTCSA website;
 - 5.11.2 the inability to access the NTCSA website;
 - 5.11.3 the services and content available from the NTCSA website; or
 - 5.11.4 these terms and conditionsshall 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 exists between the 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**.

5.13 Users may lodge enquiries concerning the NTCSA website with the NTCSA at webmaster2@eskom.co.za.

6. CHANGES AND AMENDMENTS

The NTCSA reserves the right, at 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 NTCSA website.

6.3 Discontinue any aspect of the NTCSA website or service(s) available from the NTCSA website.

6.4 Change the software and hardware required to access and use the NTCSA website.

6.5 Amend these terms and conditions without notice to the User. The user's continued use of these websites shall constitute the user's agreement to the amended terms and conditions"

7. PRIVACY

The NTCSA does not collect any personal data from the main website (www.ntcsa.co.za). Site statistics collected do not capture any Internet protocol (IP) addresses or any information that can be traced back to an individual or organisation. Site statistics enable the NTCSA to monitor site users' behaviour and enable the NTCSA 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 the [NTCSA's Privacy Statement](#):

7.1 The NTCSA 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 of 2013](#).

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

7.2.1 To communicate requested information to the user.

7.2.2 To provide services to the user as requested by the user.

7.2.3 To authenticate the user.

7.2.4 To compile non-personal statistical information about browsing habits, click patterns, and access to the NTCSA website.

7.3 The information detailed above is collected electronically.

7.4 The NTCSA owns and retains all rights to non-personal statistical information collected and compiled by the NTCSA website.

8. HYPERLINKS TO THIRD-PARTY SITES

8.1 The NTCSA may provide hyperlinks to relevant websites in the industry that are not controlled by the NTCSA (“target sites”), and such hyperlinks do not imply any endorsement of, agreement on, or support of, the content, products, and/or services of such target sites.

8.2 The NTCSA 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 of, and inability to use content available on or through target sites.

9. SECURITY

9.1 The NTCSA shall take all reasonable steps to secure and/or prevent unauthorised access and/or disclosure of the content of the NTCSA website and the information provided by, and collected from, users. However, the NTCSA does not make any warranties or representations that the 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, the NTCSA 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 NTCSA website.

9.3 Users are prohibited from delivering or attempting to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, robots, or spyware, to the NTCSA website or the server and computer network that supports the NTCSA website.

9.4 Notwithstanding criminal prosecution, any person who delivers, or attempts to deliver, any damaging code to the NTCSA website, whether on purpose or negligently, shall, without any limitation, indemnify and hold the NTCSA harmless against any and all liabilities, legal costs, damages, risks, and losses that the NTCSA 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 NTCSA website, and the NTCSA 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 the NTCSA 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, the NTCSA (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 NTCSA website;

10.1.2 access to websites linked to the NTCSA website;

10.1.3 inability to access the NTCSA website;

- 10.1.4 inability to access websites linked to the NTCSA website;
- 10.1.5 content available on the NTCSA website;
- 10.1.6 services available from the NTCSA website;
- 10.1.7 communication mechanisms available from the NTCSA website;
- 10.1.8 products available from the NTCSA website;
- 10.1.9 downloads and use of content from the NTCSA website; and/or
- 10.1.10 any other reason not directly related to the NTCSA's gross negligence.

10.2 The NTCSA 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/herself, before entering into this agreement with the NTCSA, that the content available from and through the NTCSA 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 NTCSA website should not be regarded as professional advice or the official opinion of the NTCSA, and users are encouraged to obtain professional advice before taking any course of action related to the information, ideas, or opinions expressed on the NTCSA website.

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

10.5 The NTCSA does not make any warranties or representations that the NTCSA website shall be available at all times. Users acknowledge that the NTCSA website may be unavailable due to updates or other causes beyond the reasonable control of the NTCSA, including, but not limited to, virus infection, unauthorised access (hacking), power failures, or other "acts of God".

11. COMMENTS

The NTCSA does not edit or scan comments posted by the user or emails from the user to the NTCSA or the NTCSA 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 NTCSA website to the NTCSA, and the NTCSA undertakes to correct and/or remove such content or any part of it if the person reporting such content has 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) and Provision of Communication-Related Information Act 70 of 2002, the user agrees to the NTCSA'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 NTCSA website, its staff, and its 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 the NTCSA and the user and shall take precedence over any disclaimers and/or legal notices attached to any communications and/or postings received by the NTCSA from the user.

14.2 Any failure by the NTCSA 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 the NTCSA 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 that the user enters the NTCSA website for the first time;

15.2 data messages (as defined in the ECT Act) addressed by the user to the NTCSA shall only be deemed to have been received if and when responded to. The NTCSA will do its best to respond within five business days of dispatch. A data message will be deemed to not have been received where no response is received as indicated. 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 the NTCSA 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 the NTCSA 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/are not required for valid electronic communications between the user and the NTCSA; and

15.6 the user agrees and warrants that data messages that are sent to the NTCSA 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

16.1 The NTCSA 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 of, or the inability to use, the NTCSA website, its content, services, and products, and these terms and conditions.

16.2 The User irrevocably and unconditionally consents to the jurisdiction of the courts of the Republic of South Africa in regard to all matters arising from these Terms and Conditions or the User's use of the websites.

17. LEGAL COSTS

The NTCSA shall not be liable for costs incurred by users to obtain professional advice relating to these terms and conditions.