

# NSFAS WEBSITE, WEBSITE, APP OR PLATFORM, AND PLATFORM TERMS AND CONDITIONS OF USE

Description:  
Terms and Conditions for engaging NSFAS beneficiary with Life Website, Website, App or Platform, and Beneficiary Portal

Date issued	27 September 2022	Beneficiary engagement Terms and Conditions	Version 1
	21 April 2023	Student Website, App or Platform, T&Cs	Version 2
	22 August 2023	Student Website, App or Platform, T&Cs	Version 3

*I understand and accept that if my application for financial aid is approved as eligible, funding is only confirmed and processed on receipt by NSFAS of valid registration costs from a public higher education institution for an approved funded programme.*

*I accept the Terms and Conditions of NSFAS Bursary, and I will comply with the annual requirements of funding. NSFAS will email a full NSFAS Bursary Agreement on receipt of valid registration data.*

*I grant permission for NSFAS to verify and validate the information I have provided with third parties.*

*Any person accessing this Website, Website, App or Platform, and Platform (user) is subject to, and agrees to, the terms and conditions set out in this legal notice. If the user does not wish to be bound by these terms and conditions, the user may not access, display, use, download and/or otherwise copy or distribute content obtained on this Website, Website, App or Platform, and Platform hereinafter referred to as “App”.*

## 1. PREAMBLE

1.1. The National Student Financial Aid Scheme (“NSFAS”) was established in terms of the National Student Financial Aid Scheme Act 56 of 1999 (as amended).

1.2. NSFAS is a provider of financial aid to beneficiaries from poor and working-class families in a sustainable manner that promotes access to, and success in, higher and further education and training, in pursuit of South Africa’s national and human resource development goals.

- 1.2.1 NSFAS exists to provide financial aid to eligible beneficiaries at TVET colleges and public universities.
- 1.2.2 NSFAS identifies eligible beneficiaries, provides bursaries and collects past beneficiary loan repayments to replenish the funds available for future generations of beneficiaries.
- 1.2.3 NSFAS supports access to, and success in, higher education and training for beneficiaries from poor and working-class families who would otherwise not be able to afford to study. For qualifying applicants, NSFAS covers accommodation, living allowance, transport and learning materials aligned with the approved latest DHET guidelines.

## **2. NSFAS WEBSITE, APP AND PLATFORM, TERMS AND CONDITIONS OF USE**

- 2.1 The NSFAS Website, App or Platform offers a platform for NSFAS stakeholders, including NSFAS beneficiaries, students, TVETS, Universities, banking card services, Accommodation Providers, Accommodation Accreditors, to offer and find Accommodation on terms and conditions as stipulated by NSFAS.
- 2.2 This document sets out the terms and conditions (the “Terms”) of the NSFAS pertaining to the access and use of the information, products, services and/or functions provided on <https://nsfas.org.za/content> , <https://profprod.nsfas.org.za/> and <https://nsfas.org.za/content/mastercard.html> <https://www.nsfas.org.za/content/studentacom.html> (the “Website” or “NSFAS Portal”) together with the NSFAS Student App.
- 2.3 Should any person (including “you” or the “service provider” or the “accommodation provider” or the “accreditor” or the “user”) that accesses the Website, App or Platform disagree with any of the Terms, you must refrain from accessing the Website, App or Platform, and/or using any NSFAS services.
- 2.4 If you are under the age of 18 (eighteen), you must obtain your parents’ or legal guardians’ advance authorisation, permission and consent to be bound by these Terms before accessing the Website and/or using any services.
- 2.5 NSFAS reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website, App or Platform and/or uses the services thereon, the user shall be deemed to have consented,

by such access and/or use, to the Terms, as amended and/or replaced by NSFAS from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website or any of NSFAS digital services.

2.6 Please contact NSFAS should you require clarity on any Terms. Please note that calls to NSFAS are charged at national rates and may be monitored for training, security and quality assurance purposes. Our contact details can be found here <https://nsfas.org.za/content/contact.html>

2.7 As a user of the Website, you agree that NSFAS may send or direct communications to you, in whatsoever manner.

2.8 This Website provides a platform to connect NSFAS Services and NSFAS Beneficiaries\Students, however, the use of any specialised service is subject to registration either as a Service provider, Accommodation Provider, accreditor, beneficiary or Student, as may be applicable, and further terms and conditions, including payment provisions, are applicable.

2.9 You may only use your personal profile when transacting on the NSFAS website or any other Website, App or Platform, or service.

### **3. ACCEPTANCE OF WEBSITE, APP OR PLATFORM TERMS**

3.1. (“We“, “Us“, “Our“ can interchangeably be referred to as “NSFAS“) provides the information on this Website, App or Platform, (subject to the terms set out herein and as may be referenced herein (collectively, the “Terms“). We may modify the Terms (“Amended Terms“). Amended Terms will be made available via the Website, App or Platform. By using the Website, App or Platform, you agree to the terms and conditions set forth. Each time you use the Website, App or Platform you agree to be bound by the Terms or the Amended Terms, as the case may be.

### **4. DISCLAIMER**

4.1 While every reasonable effort is made to maintain current and accurate information on the NSFAS Website, App and Platform, NSFAS accepts no responsibility for any errors or omissions on these pages, platforms or any site to which the site pages link, or for direct or indirect damage as a result of the usage or quoting the content on the site or the information delivered or not delivered.

4.2 Where appropriate, external links have been provided for the user's convenience. NSFAS is not responsible for the content or reliability of linked Website, App or Platform and does not necessarily endorse the view expressed within them. Listing shall not be taken as endorsement of any kind. NSFAS cannot guarantee that these links will work all the time and has no control over the availability of the linked sites or pages.

4.3 The provisions of Part 2 of Chapter III of the Electronic Communications and Transactions, 2002 is hereby excluded from applying to any electronic communications and data messages that a user sends to the NSFAS via this Website, App and/or Platform. Any communications or data message that a user sends to the NSFAS will be regarded having been received by the NSFAS when receipt is acknowledged in writing. If the user does not receive a response within a reasonable period, the user should follow it up with the NSFAS. The NSFAS shall not be liable for any failure to respond.

4.4 If a user requires any information from the NSFAS regarding its services or the content of this Website, App and/or Platform, please email any queries or complaints to [info@nsfas.org.za](mailto:info@nsfas.org.za).

4.5 NSFAS reserves the right to change and amend any services, products, prices and rates quoted on this Website from time to time and, without notice, NSFAS may use the services of third parties to provide information on the Website.

4.6 NSFAS has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided "as is" and that NSFAS and its service providers, third party users, online partners and the like shall not be liable for any losses or damages that may arise from the user's reliance on it, howsoever these may arise.

4.7 NSFAS makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, App or Platform, including without limitation:

4.7.1 NSFAS does not warrant that the Website, App, Platform information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. NSFAS expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;

4.7.2 whilst NSFAS has taken reasonable measures to ensure the integrity of the Website, App and Platform and their respective contents, no warranty, whether express or

implied, is given that any files, downloads or applications available via this Website, App or Platform are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and

4.7.3 NSFAS disclaims any responsibility for the verification of any claims. Information published on this Website, App or Platform may be done so in the format in which NSFAS receives it and statements from external parties are accepted as fact.

## **5 INTEGRITY OF THE APP, WEBSITE AND PLATFORM**

5.1 To protect the integrity of the App, Website and Platform the user hereby agrees that it shall not itself, nor through a third party:

- 5.1.1 use any robot, spider, scraper, deep link, or other similar automated data gathering or extraction tools, program, algorithm, or methodology to access, acquire, modify, copy or monitor the Website, App or Platform without Our express written consent.
- 5.1.2 use or attempt to use any engine, software, tool, agent, or other device or mechanism (including, without limitation, browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Website, App or Platform, other than the search engines and search agents available through the Website, App or Platform, and other than generally available third-party web browsers.
- 5.1.3 post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Website, App or Platform.
- 5.1.4 attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Website, App or Platform.
- 5.1.5 use the Website, App or Platform, in a manner that would bring NSFAS into disrepute.
- 5.1.6 access the Website, App or Platform for unlawful purposes or use the Website, App or Platform in a manner which infringes Our rights or the rights of any other person or restricts or inhibits the use of or enjoyment of Our computer systems by any other person.

5.1.7 post or transfer any material to the Website, App or Platform that is unlawful or violates any third party's rights or which is obscene, misleading, inaccurate, defamatory, illegal, in breach of any copyright or other intellectual property right, or damaging to data, software or the performance of Our or any other parties' computer system.

5.1.8 notwithstanding anything contained to the contrary in these Terms, use the Website, App or Platform for any purpose other than personal, and informational purposes.

## **6 INTELLECTUAL PROPERTY**

6.1 For the purpose of this clause 6, the following words shall have the following meanings ascribed to them:

6.1.1 "Intellectual property rights" means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under license by NSFAS, now or in the future, including without limitation, NSFAS's rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.

6.2 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, App or Platform ("proprietary material"), are the property of, or are licensed to, NSFAS and as such are protected from infringement by local and international legislation and treaties.

6.3 The Website, App or Platform, and related Materials may not be reproduced, duplicated, or copied or otherwise exploited for any purpose without Our express prior written consent.

6.4 We own or are licensed to use the trademarks, names, logos, and service marks (collectively, the "Trademarks") displayed on the Website, App and Platform whether registered or unregistered. You must obtain Our prior written permission should You want to use any of the Trademarks.

6.5 By submitting reviews, comments and/or any other content (other than your personal information) to NSFAS for posting on the Website, App or Platform you automatically grant NSFAS and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and

license to use, reproduce, publish, translate, sub-license, 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, you retain all rights that may exist in such content.

6.6 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this App, Website and Platform is granted to you.

6.7 NSFAS authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, App or Platform or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

## **7 WARRANTIES**

7.1 The Website, App or Platform, is provided “as is”. Subject to the Consumer Protection Act. No. 68 of 2008 (‘the CPA’) as read with any of its regulations, we give no warranties, representations, statements or guarantees (whether express, implied in law or residual) with regards to the Website, App or Platform.

7.2 You warrant that you are legally entitled to access the Website, App or Platform, and you have legal capacity to be bound by the Terms.

## **8 RISK, LIMITATION OF LIABILITY AND INDEMNITY**

8.1 The user’s use of this Website, App or Platform and the information contained on the Website, App or Platform is entirely at the user’s own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

8.2 Subject to the CPA, we are not liable for any loss, liability, damage, or expense, attributable, directly or indirectly, to (a) the Website, App or Platform, including use of or reliance on any information offered on or via the Website, App or Platform; (b) your acts or omissions; (c) any error or omission in respect of information submitted to us.

8.3 The transmission of information via the internet, including without limitation e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall NSFAS be liable for any loss, harm, or damage suffered by the user as a result thereof. NSFAS reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should NSFAS deem it necessary.

#### 8.4 To the extent permissible by law:

- 8.4.1 Neither NSFAS, its affiliates, shareholders, agents, consultants or employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) related to the use of, or the inability to access or use the content of the Website, App or Platform or any functionality thereof, or the information contained on the Website, App or Platform or of any linked website, even if NSFAS knows or should reasonably have known or is expressly advised thereof.
- 8.4.2 The liability of NSFAS for faulty execution of the Website, App or Platform as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website, App or Platform shall be limited to NSFAS rectifying the malfunction, within a reasonable time and free of charge, provided that NSFAS is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website, App or Platform without the prior written approval of NSFAS. However, in no event shall NSFAS be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website, App or Platform or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
- 8.4.3 You hereby unconditionally and irrevocably indemnify NSFAS and agree to hold NSFAS free from all loss, damages, claims and/or costs, of whatsoever nature suffered or incurred by NSFAS or instituted against NSFAS as a direct or indirect result of:
- 8.4.3.1 your use of the Website, App or Platform;
  - 8.4.3.2 software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of NSFAS;
  - 8.4.3.3 your failure to comply with any of the terms or any other requirements which NSFAS may impose from time to time;
  - 8.4.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
  - 8.4.3.5 any unavailability of, or interruption in, the service which is beyond the reasonable control of NSFAS.



8.5 NSFAS makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website, App or Platform. You expressly waive and renounce all your rights of whatever nature that you may have against NSFAS for any loss suffered by you, as a result of information supplied by NSFAS being incorrect, incomplete or inaccurate.

## **9 EXTERNAL LINKS**

9.1 External links may be provided for Your convenience. We make no representation as to their content and use of any external links is at Your own risk. When visiting external links, you must refer to their Website and/or App's terms and conditions.

## **10 BREACH**

10.1 Should either of us ("Defaulting Party") breach the Terms and fail to remedy such breach within fourteen days of receiving written notice from the other party ("Aggrieved Party"), the Aggrieved Party may, without prejudice to its other rights in law, terminate the Terms or claim immediate specific performance of all of the Defaulting Party's obligations, whether or not due for performance.

10.2 NSFAS is entitled without notice to, in addition to any other remedy available to it at law or under these Terms (including obtaining an interdict), cancel these Terms, limit or deny such user use of the Website, App, Platform and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to NSFAS's right to claim damages, should any user:

10.2.1 breach any of these Terms;

10.2.2 in the sole discretion of NSFAS, use the Website, App or Platform in an unauthorised manner; or

10.2.3 infringe any statute, regulation, ordinance or law.

## **11 GENERAL**

11.1 These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

- 11.2 All payments, whether by NSFAS or user, shall be made in South African Rands (“ZAR”).
- 11.3 This Website, App or Platform is controlled, operated and administered by NSFAS from its office/s within the Republic of South Africa. NSFAS makes no representation that the content of the Website, App or Platform is appropriate or available for use outside of South Africa. Access to the Website, App or Platform from territories or countries where the content of the Website, App or Platform is illegal is prohibited. If the user accesses this Website, App or Platform from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 11.4 NSFAS does not guarantee continuous, uninterrupted or secure access to NSFAS services, as operation of NSFAS’s Website, App or Platform may be interfered with as a result of a number of factors which are outside of NSFAS’s control.
- 11.5 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 11.6 NSFAS’s failure to act with respect to a breach by you or others does not constitute a waiver of NSFAS’s right to act with respect to subsequent or similar breaches.
- 11.7 You shall not be entitled to cede your rights or assign your rights or delegate your obligations in terms of these Terms to any third party without the prior written consent of NSFAS.
- 11.8 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 11.9 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 11.10 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 11.11 These Terms set forth the entire understanding and agreement between NSFAS and you with respect to the subject matter hereof.

## **12 NOTICES AND DOMICILE**

- 12.1 Except as explicitly stated otherwise, any notices shall be given by email to (in the case of NSFAS) or, in the sole discretion of NSFAS, to your inbox on the NSFAS Portal, the mobile number and/or e-mail address you have provided to NSFAS (in your case), or such other address that has been specified. Notice shall be deemed given 48

(forty eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, NSFAS may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to NSFAS. In such case, notice shall be deemed given 7 (seven) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be "in writing". Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address(es) for that purpose.

- 12.2 The NSFAS chooses as its *domicilium citandi et executandi* for all purposes under these Terms and/or this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, the address/es set out in paragraph 15 below.

### **13 PRIVACY POLICY**

*\*\*\*Please pay special attention to these clauses as they may (a) limit the liability of the Institution or a third party; (b) create risk or liability for You; (c) require You to release the institution or a third party from liability; (d) require You to acknowledge a fact.*

- 13.1 This Privacy Policy explains how We protect and use Your Personal Information.

- 13.2 "Personal Information" means information relating to an identifiable, living, natural person, and (where applicable) an identifiable, existing juristic person, including the name, race, gender, marital status, address and identifying number of a person, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other assignment to the person.

- 13.3 These Terms and Conditions set out the way NSFAS will Process your Personal Information, including Special Personal Information.

- 13.4 These Terms and Conditions apply to all individuals whose Personal Information NSFAS Processes, including eligible beneficiaries, applicants for NSFAS funding, NSFAS funders, third parties with whom NSFAS engages, and NSFAS employees.
- 13.5 Please note that NSFAS is required to Process Personal Information to give effect to its functions and for reasons outlined in these Terms and Conditions. Should you object to NSFAS Processing your Personal Information or withdraw your consent for NSFAS Processing your Personal Information, NSFAS may not be able to carry out its functions in relation to you.

## 14 POPIA

14.1 NSFAS will retain your Personal Information as prescribed in section 14 of the POPI Act, unless otherwise prescribed by any Applicable Laws. See Consumer Protection Act. No. 68 of 2008.

14.2 Click to view our Privacy Policy <https://www.nsfas.org.za/content/policies.html>

### 14.3 INFORMATION WE COLLECT

14.3.1 In Your Use of the App, Website and/or Platform, we may collect, process, store and disclose the following Personal Information:

14.3.1.1 Name, surname, address, email address, Identity number, and other contact information.

14.3.1.2 Correspondence via email and information relating to activity via the App.

14.3.1.3 Website, App or Platform, connection information, statistics on page views, traffic to and from the App, IP address and standard web log information.

14.3.1.4 Medical history and related information.

14.3.1.5 Education and employment data related to your education and employment history as well as that of your parent/s or guardian/s, including your academic transcripts.

14.3.1.6 Special Personal Information: relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth.

#### 14.4 YOU PROVIDE PERSONAL INFORMATION TO US VIA THE APP, WEBSITE AND/OR PLATFORM WHEN YOU:

- 14.4.1 search and browse for content.
- 14.4.2 subscribe for newsletters or other publications.
- 14.4.3 register for events.
- 14.4.4 contact us for further information.
- 14.4.5 apply for bursaries.
- 14.4.6 visit our Apps while logged into a social media platform; and/or
- 14.4.7 participate in our online surveys.

#### 14.5 HOW WE USE PERSONAL INFORMATION

14.5.1 At the outset we would like to give You the comfort that You will always own Your Personal Information and that we do not sell Your Personal Information to anyone, for any reason, at any time.

14.5.2 We use, disclose and share Your Personal Information only as follows:

- 14.5.2.1 to identify you;
- 14.5.2.2 to administer and manage the App, Website And/or Platform including to confirm and authenticate your identity and prevent unauthorised access to restricted areas of the site, premium content, or other services limited to Registered Users;
- 14.5.2.3 to understand how people use the features and functions of our Apps in order to improve the user experience;
- 14.5.2.4 to develop our businesses and services;
- 14.5.2.5 to invite you to attend events, participate in forums, etc.;

- 14.5.2.6 to, by disclosing Your Personal Information to third party service providers appointed by Us, enable Us to provide the Website, App or Platform, and Services to You, and those who are bound by the same privacy restrictions;
- 14.5.2.7 to monitor, keep record of and have access to all forms of correspondence or communications received by or sent from NSFAS or any of its employees, agents or contractors, including monitoring, recording and using as evidence all telephone communications between you and NSFAS;
- 14.5.2.8 to improve or evaluate the effectiveness of our business or products, services or offerings; and
- 14.5.2.9 to perform the functions of NSFAS as generally recorded in these Terms and Conditions and under the Applicable Laws.

14.6 All Personal Information Processed by NSFAS will be for the purpose of carrying out its functions, as recorded in these Terms and Conditions and as mandated under the NSFAS Act and by any other statute.

## **15 COMPLIANCE WITH SECTION 43(1) OF ECT ACT**

15.1 In compliance with section 43(1) of ECTA, the following details of the NSFAS are recorded:

15.1.1 Full name: National Student Financial Aid Services (NSFAS)

15.1.2 Registration number:

15.1.3 Physical address: 4 Christiaan Barnard Street, The Halyard Building, 21<sup>st</sup> Floor, Cape Town City Centre, Cape Town, 8000

15.1.4 Telephone number: 0800 067 327 / 021 763 3200

15.1.5 Website address: [www.nsfas.org.za](http://www.nsfas.org.za)

15.1.6 E-mail address: [info@nsfas.org.za](mailto:info@nsfas.org.za)

15.1.7 Names of office bearers:

15.1.8 Registered at:

## **16 COOKIES**

- 16.1 We automatically collect information and data using Cookies.
- 16.2 “Cookies” are small text files a Website, App or Platform, can use to recognise repeat users, facilitate the users’ on-going access to and use of the Website, App or Platform, and allow the Website, App or Platform, to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising.
- 16.3 We may use Cookies and log information to remember information so that you will not have to re-enter it during your visit or the next time you visit the App, to provide custom, personalised content and information, to monitor the effectiveness of our marketing campaigns; and/or monitor aggregate metrics such as total number of visitors, pages viewed, etc.

## **17 SECURITY**

- 17.1 We take reasonable technical, administrative and physical steps to protect against unauthorised access to and disclosure of Personal Information. We use a combination of firewall barriers, encryption techniques and authentication procedures, among others, to maintain the security of Your online session and to protect Our systems from unauthorised access.
- 17.2 Our databases are protected from general personnel access both physically and logically. We encrypt Your password so that Your password cannot be recovered, even by Us. All backup drives and tapes are also encrypted.
- 17.3 We point out that data transmission over the Internet (eg. communication by e-mail) may have security vulnerabilities. While NSFAS takes cybersecurity precautions, complete protection of data against unauthorized access by third parties is not possible.
- 17.4 In order to ensure the security and reliable operation of the services to all NSFAS’s users, NSFAS hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 17.5 You may not utilise the Website, App or Platform in any manner which may compromise the security of NSFAS’s networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity

which does so, or attempts to do so, shall be held criminally liable. Further, should NSFAS suffer any damage or loss, civil damages shall be claimed by NSFAS against the user.

17.6 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 (“ECTA”) (specifically sections 85 to 88 (inclusive)) shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by NSFAS and its affiliates, agents and/or partners.

17.7 Click to view our Security Policy <https://www.nsfas.org.za/content/policies.html>

## **18 CONFIDENTIALITY, ACCESS TO, CORRECTION AND DELETION OF PERSONAL INFORMATION**

18.1 By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the services offered by NSFAS. You shall notify NSFAS should you discover any loss or unauthorised disclosure of the information.

18.2 Any information or material sent to NSFAS will be deemed not to be confidential, unless otherwise agreed in writing by the user and NSFAS.

18.3 You may request confirmation as to whether We hold any of Your information. If we are going to charge You a fee to provide such record, we will provide You with an estimate of the fee beforehand.

18.4 We can refuse to disclose Personal Information on any of the grounds set out in Chapter 4 of Part 3 of the Promotion of Access to Information Act No. 2 of 2000 (“PAIA”) such as to protect (a) the privacy of natural and juristic person; (b) certain confidential information of third parties (c) the safety of individuals, and protect property; (d) records subject to legal privilege; (e) Commercial information of private and natural persons; (f) research information of third parties and the Foundation; (g) health or other records.

18.5 You may also request Us to correct or delete Personal Information that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading or obtained unlawfully; or destroy or delete Your Personal Information that We may no longer retain in terms of the POPIA.

18.6 When We receive Your request, we will correct or destroy the information, unless We have credible evidence in support of the information, in which case, We can retain it.

18.7 If We cannot reach agreement on whether to correct or delete the information and if you so Request, we will indicate on the information that a correction was requested but was not made.



- 18.8 If We change the information and this has an impact on decisions about you, if reasonably practicable, we will inform all persons to whom the Personal Information has been disclosed of those steps.
- 18.9 We will notify you of the action taken by Us as a result of Your request.
- 18.10 All requests can be made via email at via email at [info@nsfas.org.za](mailto:info@nsfas.org.za). We will always require that you verify you are in fact the owner of such Personal Information.
- 18.11 We will keep your Personal Information for as long as We are obliged and entitled to under South African law. Such information will always be maintained under the same security and privacy controls that are in place for other users of the App.

## **19 PROOF OF DATE OF PUBLICATION AND VERSION OF THE TERMS AND CONDITIONS**

- 19.1 A certificate signed by our Website, App or Platform, Administrator will, unless the contrary is proven, be sufficient evidence of the date of publication and the content of the Terms and Conditions.

Please email any queries or complaints to [info@nsfas.org.za](mailto:info@nsfas.org.za) .