



POPIA PORTAL

TERMS OF USE

The JUTA POPIA Portal Terms of Use ('TOU') contain important terms and conditions describing your rights and obligations and how you can use the POPIA Portal.

This TOU must be read in conjunction with the JUTA & Company (Pty) Ltd ('JUTA') [standard terms and conditions of sale, use and access of products and information](#) as they appear on www.juta.co.za. This TOU must also be read in conjunction with the JUTA [Terms and Conditions: Use of JUTA's Customer Self-Service Portal](#) as they appear on www.juta.co.za.

These TOU were last updated April 2022.

1. WHO YOU ARE CONTRACTING WITH

We are JUTA, a South African publisher of academic and professional information. We own and run the JUTA POPIA Portal and the Website <https://popiaportal.juta.co.za>.

2. OUR SERVICES

2.1 We provide a one-stop POPIA guidance and documentation centre

We give you access to resources to help you understand the Protection of Personal Information Act (POPIA), a sustainable POPIA Framework, practical guides, email alerts, checklists, newsletters and templates when you sign up for the POPIA Portal.

2.2 Forum Engagements and Webinars

We manage the POPIA Forum, where you can engage with other users of the POPIA Portal to seek guidance, opinions and get feedback from POPIA experts and peers.

We provide Webinars on practical matters relating to POPIA, which you can access from our webinar library.

2.3 Our service is for users who are 18 years old and over

To use the POPIA Portal, you must be:

- at least 18 years old
- the age required by law where you live to form a binding contract with JUTA.

3. HOW WE TREAT YOUR PERSONAL INFORMATION

We will keep your personal information confidential. Read our [Privacy Notice](#) and [Privacy Policy](#) to see how we collect and use personal information.

4. YOUR RIGHTS AND RESPONSIBILITIES

4.1 Registration and use of the POPIA Portal

Only registered users will be able to access or contribute to the POPIA Portal or to access certain features or functions on the POPIA Portal.

To register as a user on POPIA Portal, you must provide a username and password and provide certain information and personal details to JUTA. You will need to use your username and password to access the POPIA Portal and engage in the Forum.

We, or our agents, may require access to your user account to respond to service or technical issues. We may also communicate with you through your user account by sending messages, newsletters, and other information.

4.2 Price

Once you have selected a subscription option you want to purchase from us, your selection and the relevant price will reflect in your shopping cart, or we will send you an invoice depending on what subscription you purchase.

- Payment
- Payment can be made via the following options:
- Credit Card



POPIA PORTAL

- Electronic Funds Transfer (“EFT”) or Bank Transfer
- Interest-Free Debit Order
- 30-day Account

In cases where you have paid with a credit card, we may require additional information to authorise or verify the validity of your payment. In such cases, we are entitled to withhold access to the POPIA Portal until we have received the additional information or authorisation for the amounts. If we do not receive the additional information or authorisation we require, your order will be cancelled.

4.4 Delivery

We will only release your subscription order and send you a confirmation once we have received payment into our bank account.

Once we have received your payment into our bank account, your subscription order shall be delivered by email, containing login instructions and details. If you are an existing Juta customer, you will be able to see your new subscription under your user profile.

4.5 Cancellation and refunds

- Cooling-off: In terms of the operation of section 42(1)(d) of the Electronic Communications and Transactions Act (‘ECTA’) ECT Act, cooling-off provisions of ECTA do not apply to the POPIA Portal product.
- Cancellation: In terms of the Consumer Protection Act (‘CPA’), unless the relevant user is a juristic person, you have the right to cancel your POPIA Portal subscription by giving us 20 days’ notice. If you cancel your POPIA Portal product subscription before the end of your subscription period, you will be liable to Juta for any outstanding amounts owed before your cancellation. Juta may impose a reasonable cancellation fee.
- Refunds: We will refund you if you overpaid, made a duplicate payment, made an advance payment or if the service is no longer available. You will be required to complete a Refund Form for us to consider and process your refund. You can find the Refund Form on your Juta Customer Self-Service Portal profile at www.juta.co.za.

4.6 User subscription license and permitted use

Once you are a registered user of the POPIA Portal, Juta grants you a non-exclusive and non-transferable license to use the POPIA Portal in line with these TOU, [Juta’s standard terms and conditions of sale, use and access of products and information](#) and [Juta’s Terms and Conditions: Use of Juta’s Customer Self-Service Portal](#).

This license allows users to view, download, print, and display the content or information on the POPIA Portal and POPIA Forum, provided that such content is used for personal, educational and/or non-commercial purposes only.

Content from the POPIA Portal or POPIA Forum shall not be used or exploited by users for commercial and non-private purposes without Juta’s prior written consent.

This license will last for the duration of the subscription period which you registered for.

This license must only be used by the number of concurrent users defined by the number of licences purchased, as read with the relevant invoice.

Users may not cede, sub-license, or otherwise transfer any rights to this license or obtained under these TOU.

4.7 Use our service and Website responsibly

You must not submit any contribution or engage in any activity that:

- is illegal;
- is fraudulent;
- is an attempt to impersonate another person or entity;
- violates a third-party right, including the right to privacy or any intellectual property rights;
- causes us or our affiliates or service providers harm.

Additionally, all POPIA Forum users must comply with the POPIA Forum [User Rules of Engagement](#).



POPIA PORTAL

4.8 Give us accurate information, and keep it up to date

Our service is based on the information that you provide. It is your responsibility to keep it up to date and let us know immediately if any of your information changes.

4.9 Keep your username and password to yourself

You are responsible for keeping your username and password secure. You must not disclose your username and password to any third party.

Neither Juta nor our service providers can be held liable for any damages or loss sustained by you due to your username or password becoming known to third parties, whether through your actions, fraud, malware or phishing.

If you think your information has been exposed or at risk, you must notify Juta at support@juta.co.za and immediately reset your password via your profile page.

4.10 Protect yourself online

It is your responsibility to check the terms and conditions of any website, service, or resource linked from the POPIA Portal when you visit it. We are not responsible for the quality of the products or services made available through linked websites and resources.

5. OUR RIGHTS AND RESPONSIBILITIES

5.1 Access to the POPIA Portal

Once we have received your payment into our bank account, your subscription order shall be delivered by email, containing login instructions and details.

Our obligation to provide your order is fulfilled once delivery has been made. We are not responsible for any loss or unauthorised use of these products once we have delivered them to you.

5.2 We provide links to related content, but we are not responsible for them

We may provide links to other websites, resources, products, or services other companies offer. That does not mean that we recommend their content, products, or services. We are not responsible for these websites or resources, and they are governed by their own terms.

5.3 We have processes in place to ensure that our information is accurate, available, and virus-free

We have processes in place to ensure that the POPIA Portal information is accurate, up to date, always available, and virus-free. Still, we cannot guarantee that this will always be the case. You cannot hold us responsible for any loss you suffer as a result of errors, inaccuracies, unavailable information, or viruses unless we cause it by our deliberate and reckless behaviour.

5.4 We have reasonable security in place

We have implemented reasonable security safeguards to protect your information. But no system is 100% secure. So, while we will do everything reasonably necessary to protect the information, we cannot guarantee that our system will not be hacked or accessed without permission. We cannot guarantee that information will not be lost, or that a data breach will not take place. You can only hold us liable if a security incident was caused by our deliberate and reckless behaviour.

5.5 When we may restrict access to the service

On rare occasions, our service may be unavailable. For instance, you may not be able to access your profile while we conduct maintenance to the site, if we experience technical difficulties, or for security reasons. We do not have to compensate you if you cannot access your profile temporarily. We will do our best to keep this interruption to a minimum.

We may restrict or suspend access deliberately if:

- we believe that another person uses your profile;
- you breach this TOU;
- you have committed a default event as defined in Section 10 of [Juta's standard terms and conditions of sale, use and access of products and information](#);
- you breach the POPIA Forum Rules of Engagement;



POPIA PORTAL

- we cannot verify or authenticate the information that you provide; or
- we believe that you are conducting activities that are illegal, abusive, threaten the integrity of the service, or may damage our reputation.

5.6 When we may cancel your subscription

We may cancel your subscription in the following circumstances:

- you have committed a default event as defined in Section 10 of [Juta's standard terms and conditions of sale, use and access of products and information](#);
- you have breached this TOU.

5.7 Our intellectual property rights

All intellectual property on the POPIA Portal and POPIA Forum, 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 JUTA and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to users as set out in Section 4.6 of these TOU, all other rights to intellectual property on the POPIA Portal and POPIA Forum are expressly reserved.

6. WHEN THIS CONTRACT ENDS

This contract ends when your subscription period expires or is cancelled.

7. ABOUT THIS CONTRACT

Please see Sections 8 to 15 of our standard terms and conditions of sale, use and access of products and information as they appear on www.juta.co.za.

8. ECTA INFORMATION

Full name: JUTA and Company (Pty) Ltd

- CIPC registration number: Reg No. 1919/001812/07
- Main business: Publisher of academic and professional information.
- Address for legal notices in terms of this agreement (domicilium citandi et executandi) and also our street address: 1st Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7708
- Office bearers:
 - NA Cilliers – Executive Director and JUTA Chief Executive Officer
 - PJ Makosholo – Chairperson of Board
 - T Setshedi – Non-Executive Director
 - PD Bruwer – Independent Non-Executive Director
 - R Morar – Company Secretary
- Phone number: +27 21 659 2300
- Email address: support@juta.co.za