



## SMART CAPE PRIVACY STATEMENT

Dear SmartCape user,

This Privacy Statement explains the SmartCape policy with regard to the privacy of personal information about you. By making continued use of the SmartCape service you agree and accept the terms of this statement, including any subsequent changes to it. If you do not agree with the policy explained in this statement, then please do not use the SmartCape service.

The City of Cape Town is committed to providing access to information technology to the citizens of Cape Town, and in doing so recognises the importance of protecting the privacy of personally identifiable information collected by the users of its SmartCape service. The intent of this privacy statement is to balance the legitimate interests of the City of Cape Town in collecting and using information and users' reasonable expectations of privacy.

### Information collected

The City of Cape Town collects information about you when you register as a SmartCape user. This includes your name, Identity number, age and address. SmartCape also asks for information about your educational qualifications and employment, but you do not have to give this information if you do not want to. However, this information is useful in assisting the City of Cape Town to justify and improve its services.

The SmartCape system also keeps track of the following:

- When, where and how often you use the SmartCape service, including which applications you use.

Please be aware that websites you visit may collect personally identifiable information about you. This privacy statement does not cover the information practices of other websites.

### How this information is used

The primary goal in collecting personal information is to provide SmartCape users with a better service. This information is compiled and analysed on an aggregated basis. By knowing a little about you, the City of Cape Town is able to support the SmartCape service, improve it where necessary, and expand the service so that more people can benefit from it. Therefore, the information gathered is used for:

- SmartCape user administration
- Technical administration of the SmartCape system and network
- Research and development of the SmartCape service
- Marketing of the SmartCape service to users, partners and sponsors
- The City of Cape Town will not use the information gathered to relate specific computer usage activities, patterns or habits to particular named individuals.

### Who this information is shared with

As a general rule, the City of Cape Town will not disclose any of your personally identifiable information except when we have your permission or under special circumstances, such as when we believe in good faith that the law requires it. The City of Cape Town may use certain personally identifiable information for the purpose of sending email to users of the SmartCape Service.

The City of Cape Town may also disclose user information in special cases when there is reason to believe that disclosing this information is necessary to identify, contact or bring legal action

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against someone who may be violating the SmartCape conditions of use or may be causing injury to or interference with (either intentionally or unintentionally) the City of Cape Town's rights or property, other Smart Cape users, or anyone else that could be harmed by such activities. Aggregated, anonymous information may be shared by the City of Cape Town with partners or sponsors. The City of Cape Town has implemented security policies, rules and technical procedures to protect the personal information collected by SmartCape from:

- Unauthorised access
- Improper use or disclosure
- Unlawful modification
- Unlawful destruction or accidental loss

All of the employees of the City of Cape Town and its contractors and agents who are by any means involved with the provision and management of the SmartCape service are obliged to respect the confidentiality of SmartCape users' information.

### **Disclosure and contact details**

The information you provided when you registered as a SmartCape user can be review, edit or update by clicking on the button on the computer screen used to start a session at a SmartCape Access Point. If you believe your privacy has been breached, or that your personal information has been used fraudulently, please contact the managers of the SmartCape service on 021 400 3434.

If requested, the City of Cape Town will provide any SmartCape user with a printed copy of the information held about him or her. This information will be provided without charge. Please note that you may be asked to provide proof of your identity.

### **Compliance**

The City of Cape Town believes this Privacy Statement to be compliant with the South Africa Promotion of Access to Information Act of January 2000. It also believes it to be compliant with the UN Guidelines for the Regulation of Personal Data Files, which is a global self-regulatory instrument adopted by General Assembly resolution 45/95 of 14 December 1990.

If you have any questions or queries about the privacy policies of the City of Cape Town as applied to the users of the Smart Cape service, please contact the managers of the SmartCape service on 021 400 3434.

### **Nature of services provided**

The SmartCape Computer facilities as well as the SmartCape Wireless Internet Access facilities are provided by the City of Cape Town and are available for use by any member of the public.

You may utilise this facility in one of the following:

- a) Registering as a SmartCape user;

In order to be a SmartCape user, you are required to be a member of a library, and have a valid Library Card. In order for you to become a SmartCape user, you must be a member in good standing with the City of Cape Town library services, i.e. no library items or - fines may be in arrears for longer than 90 days. Access to the service will be blocked if breached.

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The library member may thereafter register at a Library in order to access the SmartCape facility. Once you have completed the registration process, insert your username and password and click on continue.

In order to register, users will be asked to provide certain personal details. By using this service, the user acknowledges, accepts and understands the SmartCape Privacy Policy explains what SmartCape does with this information.

Each individual library member may only register as a user once. No individual may operate more than one username, or make use of the username and password of another registered user.

The use of these facilities is at no charge and on a 'first come, first service' bases. Users can not book sessions in advance.

A user can only make use of the computer facilities (also referred to as a session) once every day, regardless of the session length. The standard session length is 45 minutes, but this can be varied at the discretion of the Librarian or Access Point administrator. If the session was ended before the allocated session time ran out, the remaining minutes cannot be used in a new session.

A SmartCape user, using a Wireless Internet Access, will have an unlimited amount of sessions, without a time limit, however a monthly data limit will be set for each. The data usage will be monitored by tracking individual data usage. At the beginning of each calendar month the data usage is reset.

Registered users are reminded that their access to services will be deactivated if any of these prerequisites are breached.

b) Token user;

As a non-registered SmartCape user the Token, is not required to be a member of a library, and thus will not require valid Library Card. Should you wish to use this option, you must apply for a token to be sent to your cell phone. You will receive 50 megabytes which will only valid for the same day. The tokens will be reset at midnight and the user would have to apply for a token when they would want to access the internet at the facility again.

The SmartCape Computer facilities provided at a SmartCape Access Point enable users to:

- Prepare and/or amend, read or print documents such as a letter or CV
- Prepare and/or amend, read or print a spreadsheet
- Prepare and/or amend, read or print a presentation
- Use the Internet to search for information
- Save documents on a removable USB memory stick (you must supply this yourself)

The SmartCape Wireless Internet Access facilities enable a user to access the internet via a personal Wireless Enabled device.

### **Registering as a user of the SmartCape facilities**

In order to make use of the SmartCape Computer or Wireless Internet Access facilities at an Access Point (this is initially a library that hosts these facilities), users must first register. Registration involves the selection of a unique username and password. These should be memorised and

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kept confidential. Usernames become the prefix of each registered user's email address - choose carefully! Once this has been done users can make use of the Computer Facilities, as well as the Wireless Internet Access facilities, at this and every other SmartCape Access Point.

If a user does not use the facilities for a period of 12 months, the user's registration will be cancelled and he/she will need to re-register to use the computers. If an individual does not conform to the Terms and Conditions and/or the Conditions of Use, the registration will be cancelled and future registration may be denied.

### **Storing information**

Information in the form of electronic files received, created or otherwise owned by the SmartCape user cannot be stored on the SmartCape Computers. Users are responsible for saving and storing their electronic files onto USB memory sticks and required to provide their own USB memory sticks for this purpose. Printing will incur costs which are to be paid for in advance.

### **Use of the internet**

SmartCape Access Point computers are electronic communications devices. To fulfil its vision of Cape Town as a SmartCity, the City of Cape Town provides limited access to Internet resources to its citizens. The Internet offers access to many valuable local, national and international sources of information. Some information found on the Internet may be inaccurate, incomplete, outdated, and/or offensive to some individuals. The City of Cape Town does not accept any responsibility for the loss or damage and/or caused as a result of any electronic data and information saved and/or used by a user. We thus recommend that you evaluate the validity and appropriateness of the information found.

### **Limitation of liability**

Notwithstanding anything to the contrary contained in this agreement, the City of Cape Town shall not be liable to the SmartCape user or to any other person in respect of any loss or damage of whatsoever nature caused by or arising from any of the following circumstances, and the SmartCape user hereby indemnifies City of Cape Town against any claims in respect of such loss or damage:

- any fact or circumstance beyond the reasonable control of City of Cape Town;
- any breakdown in any of the services provided by network service providers to the City of Cape Town (including, but not limited to a line failure);
- the performance or unavailability of the SmartCape network, or any other communications network to which the SmartCape network or the SmartCape computers are connected;
- any technical failure in the services provided by City of Cape Town, or a suspension or interruption in performance of any of City of Cape Town's obligations in terms of this agreement, as a direct or indirect result of any technical problems, including but not limited to denial of access to any website or information contained on the Internet;
- any breach of privacy or security by any person or entity affected by means of the SmartCape network or any other communications network to which it may be connected;
- the loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible by means of the Smart Cape network;
- the preservation and integrity of any text or any other form of data, information or content which is accessible by means of the Internet;
- any publication or use of any information or data contained on the Internet;
- the Smart Cape user's use of the service, or access to the Internet;
- the Smart Cape user's failure to perform its obligations in terms of this agreement, including but not limited to failure to comply with any guideline set out in these Conditions of Use;

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- Without limiting the generality of the foregoing, the City of Cape Town shall not be liable for any consequential or incidental loss suffered by the Smart Cape user or any other person, and the user hereby indemnifies and holds the City of Cape Town harmless against any such claim or liability, including but not limited to loss of profits, loss of anticipated business and/or goodwill.

The Smart Cape user expressly recognises that the City of Cape Town does not operate, control or endorse any information, products or service offered or accessible by means of the Internet, and that any entity that does offer or provide such information, products or services, is not in any way affiliated with the City of Cape Town.

The City of Cape Town further does not act as an agent of such entity, nor does the City of Cape Town provide any express or implied warranties or endorsements to the user or any other person whatsoever in respect of such information, products or services. In particular, the City of Cape Town disclaims any liability for and the user hereby indemnifies the City of Cape Town against, any claim or liability which may arise from any information, products or services advertised for sale, associated with or displayed on the City of Cape Town's website or accessible by means of the Smart City network.

No relaxation or waiver of any provision of these Conditions of Use by the City of Cape Town or delay in enforcement of any provision of these Conditions of Use shall in any circumstances be construed to be implied consent or election by the City of Cape Town or operate as a waiver or a novation of or otherwise affect any of the City of Cape Town's rights in terms of or arising from these Conditions of Use or estop or preclude the City of Cape Town from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term of these Conditions of Use.

### **Disclaimer**

Every effort is made to ensure that the information made available on this site is accurate and up to date. However, the City of Cape Town cannot guarantee the accuracy of such information, nor that the information is always up to date. The City of Cape Town and its employees assume no responsibility for any use or interpretation of material contained on this web site server or of material to which links are provided. Under no circumstances shall the City of Cape Town, its employees and any other person connected with this web site, be liable for direct, indirect or consequential losses or damages arising directly or indirectly out of or in connection with the service provided. Any views expressed on this site do not necessarily reflect views or policy of the City of Cape Town. Any link to other information sources does not represent approval by the City of Cape Town of that source, nor does it represent a promotion of that information or organisation.

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