



AVERILE RYDER GLOBAL REWARD SPECIALISTS (PTY) LIMITED

For ARGRS Survey Participant & Consulting Clients

Privacy Policy & Additional Terms and Conditions

DOCUMENT MANAGEMENT

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This Privacy Policy, including additional Terms and Conditions is related to:

- ALL participant organisations who participate in the Averile Ryder Global Reward Specialists annual or commissioned salaries, employee benefits, employment regulations and NED fee payments surveys; and
- ALL organisations who have mandated Averile Ryder Global Remuneration Specialists to carry out any outsourced professional human resources and remuneration consulting services

1. Definitions and Interpretation

The definitions and interpretations used in this document are as below:

- 1.1. Averile Ryder Global Reward Specialists hereinafter referred to as "ARGRS".
- 1.2. "Collected" refers to but is not limited to collecting, receiving, recording, organising, collating, storing, updating, retrieving, altering, using, disseminating, distributing, merging, linking, blocking, degrading, erasing, or destroying of any personal information.
- 1.3. "Personal Information" means information relating to an identifiable, living, natural person and where it is applicable, identifiable, existing juristic person, including all information as defined in the Protection of Personal Information Act No. 4 of 2013.
- 1.4. "Processing" means the creation, generation, communication, storage, destruction of personal information as more fully defined in the Protection of Personal Information Act No. 4 of 2013.
- 1.5. "Website" means the website of ARGRS at URL www.rewardspecialists.co.za or such other URL as ARGRS may choose from time to time.
- 1.6. PAIA Manual prepared in accordance with Section 51 of the Promotion of Access to Information Act, Number 2 of 2000 (the "Act") and the Protection of Personal Information Act, Act No 4 of 20131 ("POPI").

2. ARGRS Privacy Compliance Interventions

This serves to confirm that ARGRS is compliant in accordance with the operative provisions of the **Protection of Personal Information Act 4 of 2013** (POPIA). In addition, other terms and conditions relating to participating in our surveys or placing your remuneration consulting business with ARGRS is detailed below:

In order to be compliant ARGRS has carried out the following interventions and put in place the following:

- 2.1. Carried out a personal information risk assessment to ensure that adequate measures and standards exist in order to comply with the lawful processing of personal information
- 2.2. Has registered Averile Ryder, their Founder & Director as their Information Officer with the Information Regulator on their electronic portal.
- 2.3. The ARGRS PAIA Manual is in place and has been prepared in accordance with section 51 of the Promotion to Access to Information Act, 2000 ("The Act") and to address requirements of the Protection of Personal Information Act, 2013 ("POPI") and is available from our website on www.rewardspecialist.co.za

- 2.4. As ARGRS engages in Direct Marketing, for the ARGRS direct marketing provisions and policies related to classifying the data subjects, obtaining consent and compliance with processing requirements is included in the ARGRS Website Privacy & Practice POPI Compliance Framework, Policies and Practice Document.
- 2.5. In addition, the ARGRS Website Privacy & Practice Manual has been put in place and is available from our website on www.rewardspecialist.co.za
- 2.6. Internal measures have been developed together with adequate systems to process requests for information and access thereto
- 2.7. All ARGRS staff have been trained regarding the provisions of POPIA, regulations made in terms of POPIA, codes of conduct, or information obtained from the Regulator
- 2.8. All ARGRS staff have also been provided with an annexure to their existing Contracts of Employment on the protection of a survey or remuneration consulting client's personal Information.
- 2.9. Assessed and compiled a list of all personal information we currently have in our business and to ensure that appropriate security safeguards are in place
- 2.10. ARGRS has also ensured the receipt or website access to all third-party service providers POPIA Compliance Policies and Practices. Details of which can be found in the ARGRS PAIA Manual
- 2.11. Included in the ARGRS Privacy & Practice policies is a section on the Retention and Restriction of Records in compliance with Section 14 of the POPI Act provisions
- 2.12. As ARGRS uses the Microsoft One Drive for storing, accessing, and processing all survey participant and remuneration consulting clients' personal information. ARGRS has confirmed that all cross-border transfers and POPIA additional requirements have been met. See link <https://privacy.microsoft.com/en-ca/privacystatement>

3. ARGRS Participant Survey(s) and Consulting Clients Agreement

- 3.1. By clicking "**I agree**", or by emailing your organisation's survey participation or for professional human resource/remuneration consulting services documents to ARGRS you agree to the ARGRS Privacy & Practice Policy & Additional Terms and Conditions Agreement
- 3.2. Please note that this Agreement is subject to change by ARGRS without prior notice (unless prior notice is required by law).
- 3.3. By completing the relevant survey questionnaire and emailing us your organisation's employee remuneration levels schedules, you agree to be legally bound by these terms.
- 3.4. If you have mandated ARGRS to carry out any human resource or remuneration professional consulting services, you also agree to be legally bound by these terms
- 3.5. If you do not agree to be legally bound by all the terms, please do not access and/or use the ARGRS website and/or provide ARGRS with any of your organisation's 's personal information
- 3.6. ARGRS may change these terms at any time by posting changes on their website. Please review the terms regularly to ensure you are aware of any changes made by us.
- 3.7. You agree that ARGRS may collect, process (which shall have the meaning ascribed in the definition of "processing" in the Protection of Personal Information Act, 2013 (POPI), use and store your organisation's personal information (including special personal information) for purposes of:
 - 3.7.1. Marketing, researching, processing, analysing, and publishing ARGRS annual remuneration, employee benefits and employment regulations surveys for all employee groups as well as board and board committee members
 - 3.7.2. For researching, processing, analysing, and reporting on client commissioned surveys in accordance with the client's mandated survey scope
 - 3.7.3. For maintaining the ARGRS internal administrative or client relationship management systems, including the use of third-party IT outsourced providers:
 - 3.7.4. For any legal reporting obligations
 - 3.7.5. For providing information about our range of products and professional consulting services
 - 3.7.6. For carrying out and managing our business operations
 - 3.7.7. For providing professional advice
 - 3.7.8. For any legitimate business purposes or other activities conducted by ARGRS from time to time.
- 3.8. You undertake to keep your organisation's personal information up to date by keeping ARGRS informed of any changes that need to be made to your personal information.
- 3.9. You warrant that the consent of any other data subject whose personal information shall be disclosed to ARGRS by you in terms of this agreement has been obtained or that you are otherwise justified in law to disclose such information to ARGRS
- 3.10. You further warrant and undertake to immediately inform ARGRS of any changes to the personal information provided by your organisation in order to keep the data accurate when:
 - 3.10.1. Should any data subject withdraw any consent previously given and/or

3.10.2. Should ARGRS for any other reason no longer be entitled to lawfully process the data subject's personal information.

3.11. You agree to hold the ARGRS director, officers or any other officials thereof respectively, harmless and indemnified against any or all loss, damage, costs (including legal costs on an attorney and client basis), charges, penalties, fines, interest, expenses which may be incurred or sustained by ARGRS and/or one of the aforesaid persons as a result of you breaching the aforementioned warranties or failing to comply with any of your obligations in terms of POPI or any other applicable data protection laws or regulations

3.12. You agree that ARGRS shall be entitled to retain your organisation's survey participation personal information for a minimum period of 5 years, after which, subject to what is set out below, the personal information shall be destroyed in accordance with the provisions of POPI.

3.13. You agree that ARGRS shall however be entitled to extend the period for which your personal information is retained:

3.13.1. If this is required or authorised by law

3.13.2. If ARGRS reasonably requires the information for a longer period for lawful purposes related to its activities or functions

3.13.3. This is required by any contract between the parties; or

3.13.4. For research or statistical purposes (subject to appropriate safeguards).

3.13.5. ARGRS will not be liable to users in respect of any loss or damage (including consequential loss or inconsequential loss) which may be suffered or incurred, or which may arise directly or indirectly because of services supplied by ARGRS.

3.13.6. These terms and conditions are subject to warranties and liabilities that cannot by law be disclaimed and ARGRS's liability for any breach of a condition in relation to supply by it of services to users is limited to, at ARGRS's option, supply of the services again, or the payment of the cost of supplying the services again.

3.13.7. ARGRS will not be liable for any loss caused by your organisation if you fail to complete the survey questionnaires and remuneration levels schedules

3.13.8. Survey participants warrant that all information provided by them on the questionnaire and remuneration levels schedule is accurate and does not breach any law or the rights of any person.

4. Rights of ARGRS Survey Participants and Consulting Clients

Where appropriate, ARGRS will ensure that its survey participants and clients requesting consulting services are made aware of the rights conferred upon them as data subjects.

ARGRS will ensure that it gives effect to the following rights.

4.1. The Right to Access Personal Information

ARGRS recognises that a data subject has the right to establish whether the organisation holds personal information related to him, her, including the right to request access to that personal information.

Refer to the ARGRS Privacy Policy and Practice for access to Annexure A, "Personal Information Request Form"

4.2. The Right to have Personal Information Corrected or Deleted

The data subject has the right to request, where necessary, that his, her or its personal information must be corrected or deleted and where ARGRS is no longer authorised to retain the personal information.

4.3. The Right to Object to the Processing of Personal Information

The data subject has the right, on reasonable grounds, to object to the processing of his, her or its personal information.

In such circumstances, ARGRS will give due consideration to the request and the requirements of POPIA. ARGRS may cease to use or disclose the data subject's personal information and may, subject to any statutory and contractual record keeping requirements, also approve the destruction of the personal information.

4.4. The Right to Object to Direct Marketing

The data subject has the right to object to the processing of his, her or its personal information for purposes of direct marketing by means of unsolicited electronic communications.

4.5. The Right to Complain to the Information Regulator

The data subject has the right to submit a complaint to the Information Regulator regarding an alleged infringement of any of the rights protected under POPIA and to institute civil proceedings regarding the alleged non-compliance with the protection of his, her or its personal information.

Refer to ARGRS Privacy Policy and Practice to access Annexure B, for a "POPI Complaint Form"

4.6. The Right to be Informed

The data subject has the right to be notified that his, her or its personal information is being collected by ARGRS

The data subject also has the right to be notified in any situation where ARGRS has reasonable grounds to believe that the personal information of the data subject has been accessed or acquired by an unauthorised person.

5. Survey Quality

- 5.1. ARGRS will collect relevant data and conduct the surveys and/or carry with reasonable care. Whilst ARGRS cannot be responsible for verifying the accuracy and completeness of each survey participant organisation or client requesting consulting services data submission, an ARGRS permanent employee will review each data submission for overall reasonableness.
- 5.2. ARGRS provides the survey and remuneration consulting clients reports on an "as is" basis and does not provide a warranty or guarantee of any kind as to the accuracy or completeness of the surveys or the data or information contained therein.
- 5.3. Survey results will be available only if there are sufficient participants in the for the applicable benchmark position or survey.

6. Intellectual Property Rights

- 6.1. ARGRS retains all intellectual property rights in the surveys.
- 6.2. Unauthorised use, duplication, or transfer without prior written permission from ARGRS is prohibited.

7. Use of the ARGRS Surveys

- 7.1. You may use the ARGRS surveys only within your own organisation for internal human resources planning and may not modify, sell, or transfer such surveys
- 7.2. Any use of the information contained in the ARGRS surveys is not a substitute for seeking expert legal, further consulting, or other advice on the reasonableness or appropriateness of the remuneration, employee benefits and employment regulations and policies.

8. Limitation of Liability

- 8.1. The aggregate liability of ARGRS and its director, employees, business associates, partners, and any other outsourced service providers (the "related persons") whether in contract tort (including negligence), breach of statutory duty or otherwise for any losses relating to the surveys or remuneration consulting advice provided hereunder shall not exceed in aggregate the total annual fees paid to ARGRS for such survey(s) or remuneration consulting services.
- 8.2. Nothing in these terms shall exclude or limit the liability of ARGRS or our related persons in the case of:
 - 8.2.1. Death or personal injury resulting from ARGRS's or ARGRS's related person's negligence.
 - 8.2.2. Wilful misconduct
 - 8.2.3. Fraud; or
 - 8.2.4. Other liability to the extent that the same may not be excluded or limited as a matter of law.
- 8.3. In no event shall ARGRS or any of our related persons be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss).

9. Termination

- 9.1. Either party may terminate the services provided hereunder upon thirty (30) days' prior written notice to the other.
- 9.2. As a client you will compensate ARGRS for all services provided up to the effective date of termination.
- 9.3. The client will be responsible to pay ARGRS for any multi-year discount differentials, if applicable.

9.4. Any of these terms that would be reasonably intended to apply after termination or expiration will do so.

10. General

- 10.1. The validity and interpretation of these terms will be governed by the laws of the Republic of South Africa, excluding its conflict of law rules.
- 10.2. The parties submit to the exclusive jurisdiction of the Courts of the Republic of South Africa, Johannesburg to resolve any dispute between them, provided that ARGRS shall have the right to initiate proceedings in any court of competent jurisdiction in the event of breach of ARGRS proprietary rights.
- 10.3. The parties hereby waive any right they may have to demand a court of law trial. These terms will apply to purchase orders generated by your company for survey or consulting results provided hereunder.
- 10.4. In the event of a conflict or inconsistency between the terms and conditions of a such purchase orders and these terms, these terms will prevail. You shall not assign or otherwise transfer any rights or obligations under these terms without ARGRS prior written consent.
- 10.5. As a survey participant, your company's name will be included on survey report participant lists and marketing materials
- 10.6. Survey participants must submit data on a timely basis and provide an accurate and complete data submission, including completion of all sections of the survey questionnaire and remuneration levels participant organisation materials
- 10.7. If your company's data submission is late or does not meet the requirements for a particular survey, ARGRS may, at its discretion, limit or deny the inclusion or access to such survey results.
- 10.8. For select surveys, participants must submit executive data to purchase executive products, middle management, professional and support data to purchase board and board committee products and industry-specific functions/disciplines/positions to purchase associated industry-specific survey products.
- 10.9. ARGRS will takes reasonable security precautions; including the same precautions ARGRS takes to protect its own confidential information, to prevent unauthorized access.
- 10.10. ARGRS will use participant organisation data to publish results in an anonymous, aggregate format and will not compromise the confidentiality of any individual organisation source
- 10.11. Your organisation's data will be held in the strictest of confidence by ARGRS and will not be disclosed to any other participant organisation and/or third party, including the media. ARGRS however reserves the right to comment on general remuneration, employee benefits and employment regulation market trends
- 10.12. ARGRS will make available to staff within ARGRS who are directly involved in the production of our salary surveys. Each participant organisation or remuneration consulting clients are allocated a code number to ensure maximum protection of client information. This undertaking, however, on confidentiality does not apply to information in the public domain, e.g., information disclosed in annual reports of companies."
- 10.13. ARGRS reserves the right to use participant data in multiple surveys, where relevant, which may be available to participants and non-participants.
- 10.14. Participant data and survey results may be used by ARGRS for training, quality assurance, research and development, general promotional activities such as trends analysis and consulting services (e.g., market/job pricings) that are provided to survey participants and other selected clients of ARGRS

11. Data Protection & Storage

- 11.1. All ARGRS survey and consulting client's personal information is stored in the cloud using Microsoft One Drive. The link for access to their privacy statement is <https://privacy.microsoft.com/en-ca/privacystatement>
- 11.2. Irrespective of where ARGRS receives or stores such data, ARGRS confirms that, acting as data processor, ARGRS will take appropriate technical, physical, and organisational/administrative measures to protect such data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure or access and will process personal data in accordance with current and amended POPIA compliance legislation effective 1 July 2020
- 11.3. ARGRS will use such data only for the purposes described above, unless a participant organisation or consulting client instructs ARGRS otherwise. Participant and ARGRS consulting clients shall each comply with applicable South African data privacy legislation and regulations.