



# AVERILE RYDER

GLOBAL REWARD SPECIALISTS PROPRIETARY LIMITED

COMPANY REGISTRATION NO. 2019/029935/07

Established 1999

**For Survey Participant & Clients who have requested any Outsourced Professional Human Resources or Remuneration Consulting Services**

## Privacy Policy

### DOCUMENT MANAGEMENT

Date	Version	Description	Author
June 2021	1.0	First Release	Averile Ryder
January 2022	2.0	Second Release	Averile Ryder

This Privacy Policy, is applicable to:

- ALL clients who participate in the Averile Ryder Global Reward Specialists' annual or commissioned salaries, employee benefits, employment regulations and NED fee payments surveys; and
- ALL clients who have requested 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 set out below:

- 1.1. "ARGRS" means Averile Ryder Global Reward Specialists (Pty) Ltd.
- 1.2. "client" means any person or persons at whose request or on whose behalf ARGRS undertakes to perform an assignment or provide a service, except where otherwise qualified herein.
- 1.3. "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.
- 1.4. "Personal Information" means information relating to an identifiable, living, natural person and where applicable, a juristic person, including all information as defined in the Protection of Personal Information Act No. 4 of 2013 (POPIA").
- 1.5. "Processing" means the creation, generation, communication, storage, destruction of Personal Information as more fully defined in the POPIA.
- 1.6. "PAIA Manual" means the document prepared in accordance with Section 51 of the Promotion of Access to Information Act, No. 2 of 2000 ("PAIA").
- 1.7. "Website" means ARGRS' website at URL [www.rewardspecialists.co.za](http://www.rewardspecialists.co.za) or such other URL as ARGRS may choose from time to time.

### 2. Privacy Compliance Interventions

This Privacy Policy document serves to confirm that ARGRS is compliant with the provisions of the POPIA. In addition, other terms and conditions relating to participation in ARGRS' surveys or placing clients' remuneration consulting business with ARGRS is detailed below.

- 2.1. In order to be compliant, ARGRS has put the following interventions in place in providing its services. It has:
  - 2.1.1. Registered Averile Ryder, its Founder & Director as its Information Officer with the Information Regulator on their electronic portal.
  - 2.1.2. Prepared the ARGRS PAIA Manual in accordance with section 51 of the PAIA Act and addressed the requirements of POPIA, which is available from ARGRS' Website;
  - 2.1.3. Uploaded ARGRS' Website Privacy & Practice Manual onto the Website;
  - 2.1.4. Developed internal measures, together with adequate systems to process requests for information and access thereto;

- 2.1.5. Trained all employees regarding the provisions and regulations in terms of PAIA and POPIA, in the management of client's Personal Information, codes of conduct, and information obtained from the Regulator.
  - 2.1.6. Assessed and compiled a list of all Personal Information ARGRS currently has in its possession in any format whatsoever to ensure that appropriate security safeguards are in place;
  - 2.1.7. Ensured that the receipt of any Personal Information, or Website access by all third-party service providers comply with POPIA compliance policies and practices, details of which can be found in ARGRS' PAIA Manual; and
  - 2.1.8. Engaged Google Drive for storing, accessing, and processing all clients' Personal Information and ARGRS confirms that all cross-border transfers and POPIA requirements have been met. See link to Google's privacy policy at <https://www.google.com/policies/privacy/>.
- 2.2. ARGRS shall:
- 2.2.1. Carry out a Personal Information risk assessment to ensure that adequate measures and standards exist in order to comply with the lawful processing of its clients' Personal Information; and
  - 2.2.2. Classify the data subjects, obtain consent and comply with processing requirements when it engages in Direct Marketing.

### **3. Data Protection & Storage**

- 3.1. All ARGRS' surveys and consulting clients' Personal Information are stored in the cloud using Google Drive. The link for access to its privacy policy may be found at <https://www.google.com/policies/privacy/>.
- 3.2. 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 unauthorised alteration, disclosure or access and will process Personal Information in accordance with current and amended POPIA compliance legislation.
- 3.3. ARGRS will only use such data for the purposes described above, unless a participating organisation or client instructs ARGRS otherwise. All ARGRS' clients are each obliged to comply with applicable South African data privacy legislation and regulations.
- 3.4. Your organisation's data will be held in the strictest of confidence by ARGRS and will not be disclosed to any other participating 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.

### **4. Acceptance of Terms**

- 4.1. 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 ARGRS' Privacy Policy.
- 4.2. By completing the relevant survey questionnaire and emailing ARGRS with your organisation's employee remuneration schedules, you agree to be legally bound by these terms.
- 4.3. If you have engaged ARGRS to carry out any human resource or remuneration services, you also agree to be legally bound by these terms.
- 4.4. 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 Personal Information.
- 4.5. You agree that ARGRS may collect, process (which shall have the meaning ascribed in the definition of "processing" in the POPIA, use and store your organisation's Personal Information for purposes of:
  - 4.5.1. Marketing, researching, processing, analysing, and publishing ARGRS' annual remuneration, employee benefits and employment regulations surveys for all employee groups, including those of board and board committee members;
  - 4.5.2. For researching, processing, analysing, and reporting on client commissioned surveys in accordance with the client's brief;
  - 4.5.3. For maintaining ARGRS' internal administrative or client relationship management systems, including the use of third-party IT outsourced providers.
  - 4.5.4. For any legal reporting obligations;
  - 4.5.5. For providing information about our range of products and professional consulting services;
  - 4.5.6. For carrying out and managing our business operations;
  - 4.5.7. For providing professional advice; and
  - 4.5.8. For any legitimate business purposes or other activities conducted by ARGRS from time to time.
- 4.6. You undertake to keep your organisation's Personal Information up to date by keeping ARGRS informed of any changes regarding your Personal Information.
- 4.7. 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.
- 4.8. 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 should:

- 4.8.1. any data subject withdraws any consent previously given; and/or
- 4.8.2. ARGRS for any other reason no longer be entitled to lawfully process the data subject's Personal Information.
- 4.9. You agree that ARGRS shall be entitled to retain your organisation's survey participation Personal Information for a minimum period of 5 (five) years, after which, subject to what is set out below, the Personal Information shall be destroyed in accordance with the provisions of POPI.
- 4.10. You agree that ARGRS shall however be entitled to extend the period for which your Personal Information is retained:
  - 4.10.1. If it is required or authorised by law;
  - 4.10.2. If ARGRS reasonably requires the information for a longer period for lawful purposes relating to its activities or functions;
  - 4.10.3. If it is required by any contract between the parties; or
  - 4.10.4. For research or statistical purposes (subject to appropriate safeguards).
- 4.11. Clients warrant that all information provided by them in the questionnaire and remuneration level schedules is accurate and does not breach any law or the rights of any person.
- 4.12. This Agreement is subject to change by ARGRS without prior notice (unless prior notice is required by law). Please review the terms regularly on the Website.

## **5. Survey Quality**

- 5.1. ARGRS will collect relevant data and conduct the surveys and/or carry out customised survey briefs with reasonable care. Whilst ARGRS cannot be responsible for verifying the accuracy and completeness of each clients' details, or those of a client requesting consulting services, an ARGRS permanent employee will review each data submission for overall correctness.
- 5.2. ARGRS provides the survey and remuneration 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 survey for the applicable benchmark position to be relevant.
- 5.4. Clients are obliged to submit data on a timely basis and provide accurate and complete data submissions, including completion of all sections of the survey questionnaire and remuneration level materials.
- 5.5. 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.
- 5.6. For select surveys, participants have to submit executive data to purchase executive products, middle management, professional and support data if they wish to purchase board and board committee products and industry-specific functions/disciplines/positions or associated industry-specific survey reports.

## **6. Use of Surveys**

- 6.1. You may use the ARGRS surveys only within your own organisation for internal human resources planning and you may not modify, sell, or transfer the results of such surveys.
- 6.2. As a participant, your company's name will be included on survey report lists and marketing materials.
- 6.3. ARGRS will use clients' data to publish results in an anonymous, aggregate format and will not compromise the confidentiality of any individual organisation.
- 6.4. ARGRS will make all relevant data available to staff within ARGRS who are directly involved in the production of its salary surveys.
- 6.5. ARGRS reserves the right to use any data in multiple surveys, where relevant, which may be available to participants and non-participants.
- 6.6. 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.
- 6.7. Each participating client is 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.

## **7. Intellectual Property Rights**

- 7.1. ARGRS retains all intellectual property rights in and to the surveys, despite payment therefor by a client.
- 7.2. Unauthorised use, duplication, or transfer without the prior written permission from ARGRS is prohibited.

## **8. Rights of Survey Participants and Consulting Clients**

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

#### 8.1. **The Right to Access Personal Information**

ARGRS recognises that a data subject has the right to establish whether the organisation holds Personal Information relating 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".

#### 8.2. **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 where ARGRS is no longer authorised to retain the Personal Information.

#### 8.3. **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.

#### 8.4. **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.

#### 8.5. **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 its 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 "POPIA Complaint Form"

### **9. Limitation of Liability**

- 9.1. The aggregate liability of ARGRS and its director, employees, business associates, partners, and any other outsourced service providers (the "related persons") whether in contract, delict (including negligence), breach of statutory duty or otherwise for any losses relating to the surveys or remuneration consulting advice provided hereunder shall be at ARGRS' option, the supply of the services again, or the payment of the cost of supplying the services.
- 9.2. Nothing in these terms shall exclude or limit the liability of ARGRS or any persons for whom ARGRS is vicariously liable at law in the case of:
  - 9.2.1. Death or personal injury resulting from gross negligence;
  - 9.2.2. Wilful misconduct;
  - 9.2.3. Fraud; or
  - 9.2.4. Any other liability to the extent that the same may not be excluded or limited as a matter of law.
- 9.3. In no event shall ARGRS, or any persons for whom ARGRS is vicariously liable at law, 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) charges, penalties, fines, interest, expenses, (including consequential losses), which may be suffered or incurred, or which may arise directly or indirectly because of services supplied by ARGRS.
- 9.4. You agree to hold ARGRS' director, officers, or any other officials thereof respectively, harmless and indemnified against any or all loss, damage, costs, 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.
- 9.5. These terms and conditions are subject to warranties and liabilities that cannot by law be disclaimed.
- 9.6. ARGRS will not be liable for any loss caused by your organisation if you fail to complete the survey questionnaires and remuneration level schedules.

### **10. Termination**

- 10.1. Either party may terminate the services provided hereunder upon 30(thirty) days' prior written notice to the other party.
- 10.2. As a client, you will compensate ARGRS for all services provided up to the effective date of termination.
- 10.3. Any of these terms that are intended to apply after termination or expiration will do so.

## **11. General**

- 11.1. 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.
- 11.2. In the event of a conflict or inconsistency between the terms and conditions of any purchase orders and these terms, these terms will prevail.
- 11.3. You may not assign or otherwise transfer any rights or obligations under these terms without ARGRS' prior written consent.
- 11.4. ARGRS will take reasonable security precautions; including the same precautions ARGRS takes to protect its own confidential information, to prevent unauthorised access.