

WEBSITE DISCLAIMER – PROTECTION OF PERSONAL INFORMATION ACT

DEAFinition NPC (Enterprise Number: 2020/843383/08) would like to welcome you to its website. By viewing this website, you hereby acknowledge that you have read and accepted the following Protection of Personal Information Act 4 of 2013 (POPIA) disclaimer. You understand and agree that all information provided, whether personal or otherwise, may be used and processed by the “owner” of this website, and such use may include placing such information in the public domain. Further by continuing to access this website you specifically agree that DEAFinition NPC will use such information provided by you, irrespective of the nature of such information.

DEAFinition NPC shall take all reasonable measures to protect the personal information of users and for this disclaimer "personal information" shall be defined as detailed in the Promotion of Access to Information Act, Act 2 of 2000 ("PAIA") and the Protection of Personal Information Act, Act 4 of 2013 ("POPIA"). As per POPIA, personal information refers to information that identifies or relates specifically to you as a person or data subject, for example, your name, age, gender, identity number, and email address.

The Collection of Personal Information:

The below states the purpose of the collection of personal information for different categories, as set out below, by DEAFinition NPC.

1. Employee and Contractor Information:

- 1.1 To Remunerate the person;
- 1.2 To comply with laws authorizing or requiring such processing, including (but not limited to) the Basic Conditions of Employment Act 75 of 1997; the Labour Relations Act 66 of 1995 as amended; the Employment Equity Act 55 of 1998; the Occupational Health and Safety Act 85 of 1993, the Income Tax Act 58 of 1962 and the VAT Act 89 of 1991;
- 1.3 To admit the employee to a pension fund and/or medical aid providers, if applicable;
- 1.4 To request a POPIA compliant third-party to conduct criminal, credit, employment reference, and other related reference checks;
- 1.5 To provide value-added services such as human resource administration, training, performance reviews, talent management, and other reasons related to the management of employees and/ or contractors.

2 Customer Information:

- 2.1 To render customer-related services and administration of customer accounts;
- 2.2 To conduct criminal, credit, reference, and other related reference checks;
- 2.3 To authenticate the customer;
- 2.4 To provide the customer with information that DEAFinition NPC believes may be of interest to the customer, such as information relating to public awareness campaigns and

matters of general public interest in which DEAFinition NPC is involved or has decided to lend its support.

3 Learner Information:

- 3.1 To administer the training of the learner and administration concerning such training;
- 3.2 To administer job placement at accredited and/or contracted third-party (ies);
- 3.3 To conduct criminal, credit, reference, and other related reference checks;
- 3.4 To authenticate the learner;
- 3.5 To provide the customer with information that DEAFinition NPC believes may be of interest to the customer, such as information relating to public awareness campaigns and matters of general public interest in which DEAFinition NPC is involved or has decided to lend its support.

4 Supplier and Third-Party Contractor/Service Provider Information:

- 4.1 To secure the products and services of the supplier/service provider or contractor as part of DEAFinition NPC's product and service offering;
- 4.2 To manage the DEAFinition NPC supply chain and relationship with the supplier and/or contractor for any purposes required by law by the relationship between the supplier and DEAFinition NPC;
- 4.3 To render services relating to the administration of supplier/service provider or contractor accounts;
- 4.4 To provide the supplier/service provider or contractor with information that DEAFinition NPC believes may be of interest, such as information relating to public awareness campaigns and matters of general public interest in which DEAFinition NPC is involved or has decided to lend its support.

Sources of Personal Information

DEAFinition NPC will collect personal information from the following sources:

1. Directly from any person when he/she applies for any DEAFinition NPC related employment, provide services to DEAFinition NPC, submit forms requests or transactions, use our websites or make use of any of the DEAFinition NPC Services;
2. From public registers, credit bureaus and law enforcement agencies, and any other organization from which DEAFinition NPC may acquire your information;
3. From people and entities employed by DEAFinition NPC to provide services to DEAFinition NPC which may be legally entitled to provide DEAFinition NPC with personal information.

The Storage of Personal Information:

All personal information collected by DEAFinition NPC will be stored as follows:

1. In a secure and safe manner according to strict information security principles with safeguards to ensure its privacy and confidentiality;

2. For no longer than is necessary to achieve the purpose for which it was collected unless further retention is required by law or contractual obligation;
3. Otherwise reasonably required by DEAFinition NPC for lawful purposes related to its functions and activities;
4. Retained further with the person's consent after which the information will be de-identified and disposed of.

Sharing of Personal Information:

Any information supplied to DEAFinition NPC will be treated as confidential and DEAFinition NPC will not disclose information unless legally permitted thereto. No information will be transferred to a third party without the explicit consent of the data subject unless legally obliged thereto. By providing the personal information, the data subject agrees that DEAFinition NPC may transfer the information to the following people and organisations in pursuit of the data processing purposes in line with POPIA:

1. Directors, employees, contractors, agents, auditors, legal and other professional advisors who are authorized to process this information;
2. To financial and government organisations who may request information from DEAFinition NPC, in which case the data subject will be notified in advance; the provision of such information, including banks, governmental, judicial, regulatory, and law enforcement bodies including the South African Revenue Services and the National Credit Regulator;
3. To persons employed by DEAFinition NPC to provide services on our behalf and that adhere to principles similar to DEAFinition NPC regarding the treatment of personal information;
4. To any person to whom DEAFinition NPC cedes, delegates, transfers or assigns any of its rights or obligations about products and/or services provided to the person or contracts concluded with the person;
5. To any person who acts as the legal guardian, executor of an estate, curator, or in a similar capacity;
6. To any person or persons who may be permitted by applicable law or that you may consent to, including persons or entities who may request such information to evaluate the creditworthiness of the person.

Your Rights regarding your Personal Information:

A data subject (employee, contractor, learner, supplier, and/or customer) has the following rights to his/her personal information collected, processed, and stored by DEAFinition NPC:

1. Right of access to and the right to rectify or update the personal information collected;
2. The right to object at any time to the processing of the personal information in which event the consequences of the objection will be explained to the data subject;
3. The right to request DEAFinition NPC to no longer process the personal information of the data subject should the information not be required for further processing or by law.

General Conditions about Personal Information:

DEAFinition NPC accepts no liability whatsoever for any loss, damage (whether direct, indirect, special, or consequential), and/or expenses of any nature whatsoever which may arise as a result of, or which



may be attributable directly or indirectly from information made available on these pages or links, or actions or transaction resulting therefrom.

The Laws of the Republic of South Africa will govern all terms and conditions of any products and services. Should you request products or services through the DEAFinition NPC website you hereby consent and submit to the jurisdiction of the South African courts about all proceedings, actions, applications, or the like instituted by each party against the other, and in any way arising from any stated terms and conditions. If you do not agree to be bound by

these terms, please exit this page and do not access or use the website.