



TOTAL SOLUTION PARTNERS DATA AND PRIVACY POLICY

POPIA requirements can be overwhelming and complex. We kept this in mind when we compiled our Policy. We included the critical legalese but we have also included the sections in *italic* which have been written in laymen's terms. We have also included the Definitions in the Addendum for those who want to double-check that they understand our Policy.

THE BASICS

1. WHEN VISITING OUR WEBSITE

- 1.1. When visiting our Website, and no online transaction is initiated, an enquiry is submitted or an application form is completed and submitted, no personal information is collected, however, we automatically receive and record internet usage information on our server logs from your browser, such as your Internet Protocol address (IP address), browsing habits, click patterns, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the website, and the dates and times that you visit the website, paths taken, and time spent on sites and pages within the website (usage information).
- 1.2. Please note that other websites visited before entering our website might place personal data within your URL during a visit to it, and we have no control over such websites. Accordingly, a subsequent Website that collects URL information may log some Personal Data.

2. CONSENT

- 2.1. Consent is required when collecting your Personal Information, therefore by voluntarily submitting Personal Information on our Website, you are consenting to the Collection and Processing of your information only for the purposes for which it is provided to us.

3. LEGAL CAPACITY

- 3.1. You may not access our Website to order our goods or services if you are younger than 18 years old or do not have the legal capacity to conclude legally binding contracts.

4. DEEMED ACCEPTANCE

- 4.1. By accepting this Policy, you are deemed to have read, understood, accepted, and agreed to be bound by all of its terms.



5. YOUR OBLIGATIONS

- 5.1. You may only send us your Personal Data or the Personal Data of another Data Subject where you have their permission to do so.

6. CHANGES

- 6.1. We may change the terms of this Policy at any time by updating this Web Page. We will notify you of any changes by placing a notice in a prominent place on the Website or by sending you an email detailing the changes that we have made and indicating the date that they were last updated. If you do not agree with the changes, then you must stop using the Website, and our goods or services. If you continue to use the Website, platforms or our goods or services following notification of a change to the terms, the changed terms will apply to you and you will be deemed to have accepted those updated terms.

7. COOKIES

- 7.1. We may place small text files called 'cookies' on your device when you visit our Website. These files do not contain personal data, but they do contain a personal identifier allowing us to associate your personal data with a certain device. These files serve several useful purposes for you, including:
 - tailoring our Website's functionality to you personally by letting us remember your preferences;
 - improving how our Website performs;
 - allowing third parties to provide services to our Website; and
 - helping us deliver targeted advertising where appropriate in compliance with the applicable laws.
- 7.2. Your internet browser generally accepts cookies automatically, but you can often change this setting to stop accepting them. You can also delete cookies manually. However, no longer accepting cookies or deleting them will prevent you from accessing certain aspects of our website where cookies are necessary. Many Websites use cookies and you can find out more about them at www.allaboutcookies.org.

8. PROCESSING

- 8.1. Processing includes gathering your Personal Data, disclosing it, and combining it with other Personal Data.



9. CONSENT TO COLLECTION

- 9.1. We will obtain your consent to collect Personal Data under applicable law, and when you provide us with any registration information or optional information.

10. OUR OBLIGATIONS

- 10.1. We may use your Personal Data to fulfil our obligations to you.

11. REGULATORS

- 11.1. We may disclose your Personal Data as required by law or governmental audits.

12. LAW ENFORCEMENT

- 12.1. We may disclose Personal Data if required:
- by a subpoena or court order;
 - to comply with any law;
 - to protect the safety of any individual or the general public; and
 - to prevent violation of our terms of service.

13. NOT SELLING

- 13.1. We will not sell Personal Data. No Personal Data will be disclosed to anyone except as provided in this Data Privacy Policy.

14. EMPLOYEES

- 14.1. We may need to disclose Personal Data to our employees that require the Personal Data to do their jobs. These include our responsible management, human resources, accounting, audit, compliance, information technology, or other personnel and contractors. Any of our employees and contractors that handle your Personal Data will have signed non-disclosure and confidentiality agreements.

15. CHANGES IN OWNERSHIP

- 15.1. If we change ownership, or a merger with, acquisition by, or sale of assets to, another entity, we may assign our rights to the personal data we process to a successor, purchaser, or separate entity. We will disclose the transfer on the website. If you are concerned about your personal data migrating to a new owner, you may request us to delete your Personal Data.



16. UNAUTHORISED DISCLOSURE

- 16.1. We cannot accept any liability whatsoever for unauthorised or unlawful disclosure of your Personal Data by Third Parties who are not subject to our control.

17. INFORMATION YOU POST ONLINE

- 17.1. If you post information on one of our Websites (such as the blog), it will generally be accessible to others. We do not recommend you post Personal Information on public areas of our Websites. Such personal information is not covered by this Policy.

18. POPI Manual

- 18.1. Our POPI Manual is accessible from our Information Officer.

19. PAIA Manual

- 19.1. We are not required by law to have a PAIA manual in place.

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20. INTRODUCTION

- 20.1. Total Solution Partners (Pty) Ltd places a high premium on the privacy and personal information of our, employees, clients, service providers, stakeholders, business partners and any other third parties with whom we engage or contract. We are therefore committed to ensuring that we comply with the requirements of the Protection of Personal Information Act, 4 of 2013 ("POPIA") and other potentially applicable data protection and privacy laws.
- 20.2. TSP places a high premium on the privacy of every person or organisation with whom it interacts or engages and therefore acknowledges the need to ensure that Personal Information/Personal Data is handled with a reasonable standard of care as may be expected from it. TSP is therefore committed to ensuring that it complies with the requirements of POPIA, and also with the terms of the GDPR to the extent that the GDPR applies.
- 20.3. The core purpose of the GDPR is recorded as protecting the Personal Information/Personal Data belonging to citizens and residents of the European Union. Therefore, although TSP operates within the Republic of South Africa, the GDPR may apply to it in certain circumstances and in such circumstances, TSP will take appropriate compliance steps. At the time of publishing this Policy, the circumstances in respect of which the GDPR may apply to TSP are:



- 20.3.1. Instances where TSP offers goods or services to data subjects who are physically within the European Union; or
 - 20.3.2. Instances where TSP monitors the online activities and/or behaviour of data subjects who visit TSP's Website(s) from within the European Union.
- 20.4. When a Data Subject or Third Party engages with TSP, whether physically or via any digital, electronic interfaces such as TSP's Website or Mobile Application, the Data Subject or Third Party acknowledges that they trust TSP to Process their Personal Information/Personal Data, including the Personal Information/Personal Data of their employees as the case may be.
- 20.5. When accessing TSP's Website, Data Subjects and Third-Parties have the right to object to the processing of their Personal Information/Personal Data. It is voluntary to accept the Terms and Conditions to which this Policy relates. However, TSP does require the Data Subject or Third Party's acceptance to enable the proper use of TSP's Website or Mobile Application.

21. PURPOSE AND APPLICATION

- 21.1. We respect your privacy and take the protection of personal data very seriously. The purpose of this policy is to inform you, the Data Subject, about how TSP processes Personal Information/Personal Data and to establish a standard by which TSP and its employees and representatives shall comply in regard to the Processing of Personal Information/Personal Data.
- 21.2. TSP, as a Responsible Party and/or Operator and/or Controller, as the case may be, shall observe and comply with its obligations under POPIA and the GDPR (as may be applicable and to the extent necessary) when it Processes Personal Information/Personal Data from or in respect of any Data Subject.
- 21.3. In layman's terms, the policy describes the way that we collect, store, use, and protect data that can be associated with you or another specific natural or juristic person and can be used to identify you or that person (personal data).
- 21.4. This policy applies to all visitors to our Website, Social Media sites and other platforms as well as our business services and activities and marketing activities where we engage with others.
- 21.5. Please refer to Addendum A for clarification on definitions.

22. PERSONAL INFORMATION

- 22.1. Your personal information is collected when you, the Data Subject,
 - submits any enquiry;



- creates an account login;
- transacts online;
- completes an application form or registration form;
- when you enter a TSP promotion or competition (including via our website or through social media sites);
- when you register to use our Website or Mobile App or when you participate in blog discussions or other social media functions on our website.

22.2. The information you provide includes:

- your name and surname;
- your age;
- your email address;
- details of your employer;
- your telephone number;
- your company name, company registration number, and VAT number;
- your financial and card payment details when you transact online
- your postal address or street address; and
- your username and password.

22.3. Personal Information may include data collected and reviewed as part of an audit, consultation or verification activity.

22.4. We will use this personal data to deliver the service you have requested, provide additional services and information to you as we reasonably think appropriate, and for any other purposes set out in this policy.

22.5. It may be from time to time that TSP has collected a Data Subject's Personal Information/Personal Data from other sources. If a Data Subject has shared their Personal Information/Personal Data with any Third Parties, TSP will not be responsible for any loss suffered by the Data Subject, their representatives and employees (as the case may be).

22.6. When a Data Subject provides TSP with the Personal Information of employee(s) or client(s) either through the Website, Mobile Application or other business activities, the Data Subject confirms having obtained consent to do so from their employees and TSP will process the Personal Information/Personal Data of employee(s) and client(s) in line with this Policy, as well as the terms and conditions to which this Policy relates.

22.7. TSP will Process Personal Information/Personal Data to facilitate and enhance the delivery of products and services to its Clients, foster a legally compliant workplace environment, as well as safeguard the Personal Information/Personal Data relating to any Data Subjects which it holds. In such instances, the Data Subject providing



TSP with such Personal Information/Personal Data will confirm that they are a Competent Person and that they have authority to give the requisite consent to enable TSP to process such Personal Information/Personal Data.

- 22.8. TSP undertakes to process any Personal Information/Personal Data in a manner that promotes the constitutional right to privacy, retains accountability and Data Subject participation. In supplementation of the above, TSP will process Personal Information/Personal Data for the following purposes:
- 22.8.1. To provide or manage any information, products and/or services requested by Data Subjects in general and our Clients;
 - 22.8.2. To establish a Data Subject's needs, wants and preferences concerning the products and/or services provided by TSP;
 - 22.8.3. To help TSP identify Data Subjects when they contact TSP;
 - 22.8.4. To facilitate the delivery of products and/or services to Clients
 - 22.8.5. To process payments and invoices;
 - 22.8.6. To initiate and conclude service agreements and contracts;
 - 22.8.7. To allocate to Clients unique identifiers to securely store, retain and recalling such Client Personal Information/Personal Data from time to time;
 - 22.8.8. To maintain records of Data Subjects and specifically Client records;
 - 22.8.9. To maintain Third-Party records;
 - 22.8.10. For recruitment purposes;
 - 22.8.11. For employment purposes;
 - 22.8.12. For apprenticeship purposes;
 - 22.8.13. For general administration purposes;
 - 22.8.14. For legal and/or contractual purposes;
 - 22.8.15. For health and safety purposes;
 - 22.8.16. To retain the records of contracting consultants and their clients;
 - 22.8.17. To monitor access, secure and manage any facilities owned or operated by TSP regardless of location in South Africa;
 - 22.8.18. To transact with Third Parties;
 - 22.8.19. To improve the quality of TSP's products and services;
 - 22.8.20. To detect and prevent money laundering;
 - 22.8.21. To analyse the Personal Information/Personal Data collected for research and statistical purposes;
 - 22.8.22. To help recover bad debts;
 - 22.8.23. To transfer Personal Information/Personal Data across the borders of South Africa to other jurisdictions if reasonably required;
 - 22.8.24. To carry out analysis and Client profiling;
- 22.9. When collecting Personal Information/Personal Data from a Data Subject TSP shall comply with the notification requirements as set out in Section 18 of POPIA, and to the extent applicable, Articles 13 and 14 of the GDPR.



- 22.10. TSP will collect and Process Personal Information/Personal Data in compliance with the conditions as set out in POPIA and/or the Processing principles in the GDPR (as the case may be), to ensure that it protects the Data Subject's privacy.
- 22.11. TSP will not Process the Personal Information/Personal Data of a Data Subject for any purpose other than for the purposes set out in this Policy unless TSP is permitted or required to do so in terms of Applicable Laws or otherwise by law.
- 22.12. TSP may from time to time Process Personal Information/Personal Data by making use of automated means (without deploying any human intervention in the decision-making process) to make decisions about the Data Subject or their submitted information. In this instance, it is specifically recorded that the Data Subject may object to or query the outcomes of such a decision.

23. PERSONAL INFORMATION/PERSONAL DATA FOR DIRECT MARKETING PURPOSES

- 23.1. TSP acknowledges that it may only use Personal Information/Personal Data to contact Data Subjects for purposes of direct marketing where TSP has complied with the provisions of POPIA and GDPR (where applicable) and when it is generally permissible to do so in terms of Applicable Laws.
- 23.2. TSP will ensure that a reasonable opportunity is given to all Data Subjects to object (opt-out) to the use of their Personal Information/Personal Data for the TSP's marketing purposes when collecting the Personal Information/Personal Data and on the occasion of each communication to the Data Subject for purposes of direct marketing.

24. STORAGE AND RETENTION OF PERSONAL INFORMATION/PERSONAL DATA

- 24.1. TSP will retain Personal Information/Data it has Processed, in an electronic or hardcopy file format and/or with a Third-Party service provider appointed for this purpose (the provisions of clause 9 below will apply in this regard).
- 24.2. Personal Information/Personal Data will only be retained by TSP for as long as necessary to fulfil the purposes for which that Personal Information/Personal Data was collected and/or as permitted in terms of Applicable Law.
- 24.3. It is specifically recorded that any Data Subject has the right to object to the Processing of their Personal Information and TSP shall retain and store the Data Subject's Personal Information/Personal Data to deal with such an objection or enquiry as soon and as swiftly as possible.
- 24.4. As far as the provisions of Article 17 of the GDPR apply to TSP processing of Personal Information/Personal Data of Data Subjects, any Data Subject shall have the right to procure from TSP the destruction of any Personal Information/Personal Data concerning the Data Subject. Such destruction will be executed as soon as



possible and will be subject to the Data Subject satisfying TSP as to the applicability of any of the circumstances justifying such erasure under Article 17 of the GDPR.

25. FAILURE TO PROVIDE PERSONAL INFORMATION

- 25.1. Where TSP is required to collect Personal Information/Personal Data from a Data Subject by law or to fulfil a legitimate business purpose of TSP and the Data Subject fails to provide such Personal Information/Personal Data, TSP may, on notice to the Data Subject, decline to provide services or products without any liability to the Data Subject.

26. SECURING PERSONAL INFORMATION/PERSONAL DATA

- 26.1. TSP has implemented appropriate, reasonable, physical, organisational, contractual and technological security measures to secure the integrity and confidentiality of Personal Information/Personal Data, including measures to protect against the loss or theft, unauthorised access, disclosure, copying, use or modification of Personal Information/Personal Data in compliance with Applicable Laws.
- 26.2. In further compliance with Applicable Law, TSP will take steps to notify the relevant Regulator(s) and/or any affected Data Subjects in the event of a security breach and will provide such notification as soon as reasonably possible after becoming aware of any such breach.
- 26.3. Notwithstanding any other provisions of this Policy, it should be acknowledged that the transmission of Personal Information/Personal Data, whether it be physically in person, via the internet or any other digital data transferring technology, is not completely secure. Although TSP has taken all appropriate, reasonable measures contemplated in clause 7.1 above to secure the integrity and confidentiality of the Personal Information/Personal Data it Processes, to guard against the loss of, damage to or unauthorised destruction of Personal Information/Personal Data and unlawful access to or processing of Personal Information/Personal Data, TSP in no way guarantees that its security system is completely secure or error-free. Therefore, the TSP does not guarantee the security or accuracy of the information (whether it be Personal Information/Personal Data or not) which it collects from any Data Subject.
- 26.4. Any transmission of Personal Information/Personal Data will be solely at the own risk of the Data Subject. Once TSP has received the Personal Information/Personal Data, it will deploy and use strict procedures and security features to try to prevent unauthorised access to it. As indicated above, TSP reiterates that it restricts access to Personal Information/Personal Data to Third Parties who have a legitimate operational reason for having access to such Personal Information/Personal Data. TSP also maintains electronic and procedural safeguards that comply with the Applicable Laws to protect the Data Subject's Personal Information from any unauthorised access.



- 26.5. TSP shall not be held responsible and by accepting the terms and conditions to which this Policy relates, any Data Subject agrees to indemnify and hold TSP harmless for any security breaches which may potentially expose the Personal Information/Personal Data in TSP's possession to unauthorised access and or the unlawful Processing of such Personal Information/Personal Data by any Third Party.

27. PROVISION OF PERSONAL INFORMATION/PERSONAL DATA TO THIRD PARTIES

- 27.1. TSP may disclose Personal Information/Personal Data to Third-Party service providers where necessary and to achieve the purpose(s) for which the Personal Information/Personal Data was originally collected and Processed. TSP will enter into written agreements with such Third-Party service providers to ensure that they comply with Applicable Laws according to the Processing of Personal Information/Personal Data provided to it by the TSP from time to time.
- 27.2. In as far as the provisions of the GDPR may apply to the TSP's processing of Personal Information/Personal Data, the Data Subject has the right, under the provisions of Article 20 of the GDPR, to receive any Personal Information/Personal Data which the Data Subject has provided to TSP, in a structured, commonly used and machine-readable format, as well as to transmit that Personal Information/Personal Data to another third party. Such transmittal shall be subject to the conditions set out in Article 20 and any transfer of a Data Subject's Personal Information/Personal Data in this regard, will be subject to the Data Subject indemnifying TSP against any potential loss or damage which may be suffered by the Data Subject as a result of such transfer.

28. TRANSFER OF PERSONAL INFORMATION/PERSONAL DATA OUTSIDE OF SOUTH AFRICA

- 28.1. TSP may, under certain circumstances, transfer Personal Information/Personal Data to a jurisdiction outside of the Republic of South Africa to achieve the purpose(s) for which the Personal Information/Data was collected and Processed, including for Processing and storage by Third-Party service providers.
- 28.2. TSP will obtain the Data Subject's consent to transfer the Personal Information/Personal Data to such foreign jurisdiction unless consent is not required by Applicable Law.
- 28.3. The Data Subject should also take note that, where the Personal Information/Personal Data is transferred to a foreign jurisdiction, the Processing of Personal Information/Personal Data in the foreign jurisdiction may be subject to the laws of that foreign jurisdiction.



29. ACCESS TO PERSONAL INFORMATION/PERSONAL DATA

- 29.1. A Data Subject has the right to a copy of the Personal Information/Personal Data which is held by TSP (subject to a few limited exemptions as provided for under Applicable Law).
- 29.2. The Data Subject must make a written request (which can be by email) to the Information Officer designated by TSP.
- 29.3. TSP will provide the Data Subject with any such Personal Information/Personal Data to the extent required by Applicable Law. TSP is not required to have a PAIA manual.
- 29.4. The Data Subject can challenge the accuracy or completeness of his/her/its Personal Information/Personal Data in TSP's records at any time.

30. KEEPING PERSONAL INFORMATION/PERSONAL DATA ACCURATE

- 30.1. TSP will take reasonable steps to ensure that Personal Information/Personal Data that it Processes is kept updated where reasonably possible.
- 30.2. TSP may not always expressly request the Data Subject to verify and update his/her/its Personal Information/Personal Data and expects that the Data Subject will notify TSP from time to time in writing where the information is critical to service and product delivery:
 - 30.2.1. of any updates or amendments required in respect of his/her/its Personal Information/Personal Data;
 - 30.2.2. where the Data Subject requires TSP to delete his/her/its Personal Information/Personal Data; or
 - 30.2.3. where the Data Subject wishes to restrict the Processing of his/her/its Personal Information/Personal Data.

31. COMPLAINTS TO THE INFORMATION REGULATOR

- 31.1. If any Data Subject or Third Party is of the view or belief that the TSP has Processed their Personal Information/Personal Data in a manner or for a purpose which is contrary to the provisions of this Policy, the Data Subject is required to first attempt to resolve the matter directly with TSP, failing which the Data Subject or Third Party shall have the right to lodge a complaint with the Information Regulator, under the provisions of POPIA.
- 31.2. The contact particulars of the Information Regulator are:

The Information Regulator (South Africa)
Forum III 3rd Floor Braampark
PO Box 31533
Braamfontein, Johannesburg, 2107



Mr Marks Thibela
Chief Executive Officer
Tel No: +27 010 023 5207
Cell No: 082 746 4173
E-mail: info@justice.gov.za

32. CONTACT US

- 32.1. Any comments, concerns or complaints regarding Personal Information/Personal Data or this Policy should be emailed to the TSP Information Officer at info@totalsolutionpartners.co.za.

ADDENDUM

Definitions

In this Policy (as defined below), unless the context requires otherwise, the following terms shall have the meanings given to them –

1. "Active Processing" refers to instances where TSP has directly been provided with the Personal Information/Personal Data of Data Subjects, such as when Data Subjects submit an enquiry in respect of TSP's products and/or services, or when Data Subjects provide Personal Information/Personal Data to TSP pursuant to concluding any commercial agreement(s) with TSP;
2. "Applicable Laws" mean any laws applicable to Personal Data and Personal Information and include any statute, regulation, notice, policy, directive, ruling or subordinate legislation; the common law; any binding court order, judgment or ruling; any applicable industry code, policy or standard enforceable by law; or any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or statutory industry body;
3. "Child" means any natural person under the age of 18 years;
4. "Competent Person" means anyone who is legally competent to consent to any action or decision being taken by any matter concerning a child, for example, a parent or legal guardian;
5. "Controller" means TSP, in circumstances where it Processes Personal Data (as defined in Article 4 of the GDPR);
6. "Cookies" means small text files that store either Non-personally Identifiable Information/Data or Personal Information/Personal Data about Data Subjects, either temporarily in connection with a Data Subjects Internet Protocol (IP) address (known as a temporary or session cookie and deleted once a Data Subject closes their browser window) or more permanently on the hard drive of a Data Subject's device or for purposes of remembering the website(s) settings (known as a permanent or persistent cookie, or flash cookies). TSP's website(s) and/ or Mobile Application(s) may from time to time make use of sessions, persistent or flash cookies so that Data Subjects do not have to fill in the same information from page to page within our Website(s) or Mobile Application(s) and to enhance any Data Subject's experience of TSP's Website and/or Mobile Application(s). If Data



Subjects elect not to receive cookies, they may be able to view some, but not all of the content on TSP's Website(s) or Mobile Application(s);

7. "Data Subject" means TSP's clients or any Third-Party in respect of whom TSP Processes Personal Information/Personal Data;
8. "Embedded Scripts" means, programming code that is designed to collect information about a Data Subject's interactions with the relevant Website(s) or Mobile Application(s). It is temporarily downloaded onto a Data Subject's device from the webserver or a Third-Party Operator. This program is active only while a Data Subject is connected to the relevant Website(s) or Mobile Application(s) and is deleted or deactivated thereafter;
9. "GDPR" means Regulation (EU) 2016/679 of the European Parliament and of the Council of the European Union of 27 April 2016 on the protection of natural persons with regards to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, more commonly referred to as the General Data Protection Regulation;
10. "Inactive Processing" refers to instances where TSP has not actively been provided with the Personal Information/Personal Data of Data Subjects, such as when TSP deploys Passive Processing Means to collect information from Data Subjects. These Passive Processing Means allow TSP to Process certain kinds of Non-personally Identifiable Data which can perhaps not be linked to Data Subjects;
11. "Client" means any natural person who has concluded an agreement with TSP in terms of which such Client receives services or goods.
12. "Mobile Application" means any mobile application which TSP may deploy.
13. "Mobile Device Identifier" means device information that can be identified when accessing TSP's Website or Mobile Application(s) through mobile devices. Certain features of the relevant Website(s) or Mobile Application(s) may require the collection of mobile phone numbers and TSP may associate that phone number with the mobile device identifiers. Additionally, some mobile phone service providers operate systems that pinpoint the physical location of devices that use their service. Depending on the provider, TSP and/or our Third-Party Operators may receive this information. If TSP associates any such passively-collected information with the Personal Information/Personal Data of Data Subjects, TSP will treat the combined information as Personal Information/Personal Data as contemplated in this Policy;
14. "Non-personally Identifiable Information/Data" means any information/data which cannot be linked to Data Subjects, such as an internet domain name, the type of web browser used by a Data Subject, the type of operating system relied on by a Data Subject, the date and time of a Data Subject's visit to TSP's Website and Mobile Application(s), the specific pages a Data Subject may have visited, and the address of the website which a Data Subject may have visited before entering or gaining access to TSP's Website or Mobile Application(s);
15. "Operator" means a person or entity who Processes Personal Information/Data for a Responsible Party;
16. "Passive Processing Means " means the use of technologies to facilitate the Inactive Processing of Personal Information/Personal Data, namely the use of Cookies, Web Beacons, Embedded Scripts and/or Mobile Device Identifiers;



17. "Personal Data" (as defined in Article 4 of the GDPR) means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly;
18. "Personal Information" shall have the same meaning as is given in section 1 of POPIA;
19. "Policy" means this Data Protection and Privacy Policy;
20. "POPIA" means the Protection of Personal Information Act, No 4 of 2013;
21. "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information/Personal Data, including:
 - 21.1.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 21.1.2. dissemination through transmission, distribution or making available in any other form by electronic communications or other means; or
 - 21.1.3. merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, "Process" has a corresponding meaning and the terms "Processing" and "Process" shall include instances or activities of Active Processing, Inactive or Passive Processing of Personal Information/Personal Data and/or Non-Personally Identifiable Information/Data;
22. "Regulator(s)" means any applicable regulatory authority, including the Information Regulator established in terms of POPIA;
23. "Responsible Party" means in the context of this Policy, TSP;
24. "TSP" means Total Solution Partners (Pty) Ltd;
25. "Special Personal Information/Data" means Personal Information/Personal Data concerning, amongst other aspects contemplated in terms of section 26 Part B of POPIA, a Data Subject's religious beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life, biometric data, or criminal behaviour;
26. "Third Party" means any employee, independent contractor, agent, consultant, broker; sub-contractor, Regulator(s), the user of TSP's websites or mobile application interfaces, or other representatives of TSP;
27. "Website" means the website owned and operated by TSP sourced at www.totalsolutionpartner.co.za;
28. "Web Beacons" means small graphic images called web beacons, also known as "Internet tags" or "clear gifs," which Web Beacons may be deployed in TSP's Website pages and e-mail messages. Web beacons may be invisible to Data Subjects, but any electronic image inserted into a web page or e-mail can act as a Web Beacon. TSP may use web beacons or similar technologies for a number of purposes, including, without limitation, to count the number of visitors to its Website, Mobile Application(s), to monitor how users navigate the Website or Mobile Application(s), to count how many e-mails that TSP has sent were actually opened or to count how many particular articles or links were actually viewed by Data Subjects in certain circumstances.