



Introduction

The Training Room Online (Pty) Limited (“TTRO”, “Us”, “We”, “Our”) operates <https://www.ttro.com/>, certain social media sites (collectively referred to as “sites”) and other TTRO Services that are accessible through the internet (“Services”) and is committed to protecting your privacy and complying with applicable data protection and privacy laws. This Privacy Policy will inform you as to how we Process your Personal Information and tell you about your privacy rights and how the law protects you (as data subject).

It is important that you read this Policy with any other Service specific privacy policy or fair processing policy TTRO may provide on specific occasions when TTRO is Processing Personal Information about you or any of your employees (where applicable) on your behalf, so that you are fully aware of how and why TTRO Processes Personal Information.

By submitting Personal Information to us it will be seen as your consent to us to process the Personal Information. Reference to “consent”, “your consent” or “your explicit consent” or “informed consent” shall include the clicking on a “submit” or “Login” or “I agree” button or reply on an email after you have been made aware of the reference to this Privacy Policy.

1) Important information and who we are

a) Responsible Party/ Data Controller & Operator/ Data Processor

- i) **As Responsible Party/ Data Controller:** Where you use our sites and/ or register as a user of any of our Services, TTRO is the Responsible Party/Data Controller and responsible for your Personal Information.
- ii) **As Operator/Data Processor:** Where TTRO Processes a Data Subject’s (i.e. TTRO Client’s employee) Personal information on instructions from a TTRO Client, TTRO will act as Operator/Data Processor and the TTRO Client will act as the Responsible Party/Data Controller. As Responsible Party/Data Controller the TTRO Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Personal Information he/she/it or someone on their behalf makes available to TTRO.
- iii) We have appointed **an information officer (IO)** and a **Data Protection Officer (DPO)** for various business units at TTRO, who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests, or wish to submit a complaint then please contact:
 - (1) The IO: Kirsty Chadwick on kirsty@ttro.com;
 - (2) The DPO: De Klerk and van Gend Attorneys on dataprotection@dkvg.co.za
- iv) You have the right to make a complaint at any time to the Information Regulator’s office (IR), the Republic of South Africa’s authority for data protection issues (<http://www.justice.gov.za/inforeg/>) or to the Information Commissioner’s office (ICO), the UK’s authority for data protection issues (<https://ico.org.uk/make-a-complaint/>). **We would, however, appreciate the chance to deal with your concerns before you approach the IR or ICO, so please contact us or if you an employee of a TTRO Client, your employer, in the first instance.**

b) Changes to the Privacy Policy and your duty to inform us of changes

- i) We keep our Privacy Policy under regular review. Archived versions (if available) can be obtained by contacting us. Any changes made to our Privacy Policy in future will be posted on our website or made available during your engagement with TTRO (including access to the Services). The new version will apply the moment it is published on our website or incorporated by reference in any of our Terms of Services or other communications or published on our Services.
- ii) It is important that the Personal Information we hold about you or where you use the TTRO Services to perform certain services for the benefit of your employees/ Data Subjects, the Personal Information about them are accurate and current. Please keep us informed if your Personal Information changes during your relationship with us.

- c) **Integration into other sites:** This Privacy Policy applies to TTRO sites and Services only. We do not exercise control over third party sites who provide TTRO Services as part of their own offering. These other third party sites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. We cannot be held responsible for any wrongful handling of end users’ information by our customers.

- d) **Third-party links:** Our sites or certain of our Services may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. If you disclose your personal information to a third-party, such as an entity which operates a website linked to this TTRO Platform, TTRO **SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD-PARTY.** This is because we do not regulate or control how that third-party uses your personal information. You should always ensure that you read the privacy policy of any third-party. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2) What Information do we collect?

- a) **Personal Information means the information as per the Definitions. It does not include data where the identity of the data subject has been removed (anonymous data / de-identified information).**
- b) We may Process different kinds of Personal Information about you when we engage with you, which we have grouped together as follows:
- i) **Identity Data** includes first name, last name, username or similar identifier, title, date of birth and gender.
 - ii) **Contact Data** includes billing address, delivery address, email address and telephone numbers.
 - iii) **Financial Data** includes payment card details.
 - iv) **Transaction Data** includes details about payments to and from us and other details of goods and/or services you have acquired from us.
 - v) **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access this website.
 - vi) **Profile Data includes** (where applicable) your username and password, purchases or orders made by you, your interests, preferences, feedback and survey responses.
 - vii) **Usage Data includes information about how a Person's use our website, products and/or Services. This information shall include the full Uniform Resource Locators (URL) Clickstream to, through and from our website (including the date and time) and the services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), use of a certain function on any Service and methods used to browse away from the page and any phone number used to call our customer service number, service transaction instructions from and to you via our APIs.**
 - viii) **Marketing and Communications Data** marketing preferences in receiving marketing from TTRO and third parties and your communication preferences (communications related to the Services).
 - ix) **Aggregate data and pattern data ("Pattern Data"):** statistical, demographical or transactional information derived from Personal Information but is not considered Personal Information in law as this data will not directly or indirectly reveal the identity of the data subject. For example, we may aggregate the Usage Data of a data subject to calculate the percentage of users accessing a specific website or specific Service feature or executing a specific transaction type. However, if we combine or connect Pattern Data with your Personal Information so that it can directly or indirectly identify you, we will treat the combined data as Personal Information which will be used in accordance with this Privacy Policy.
- b) You may choose to provide additional Personal Information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- c) **Special Personal Information and Children information:** We do not collect any Special Personal Information or Children Information directly from Data Subjects. Special Personal Information and Children Information is made available to TTRO by a TTRO Client that utilises our Services. We will process same in accordance with the TTRO Client instructions and Data Protection Laws as an Operator / Data Controller. Where we may collect Special Personal Information or Information of a Child, TTRO will Process same in accordance with the applicable Data Protection Legislation and Regulations.

- d) **Submission of Personal Information on behalf of another:** If you provide information on behalf of someone else (including but not limited to TTRO client employee information), then it is your responsibility to obtain the necessary consent from the person before making the Personal Information available to us. On receipt of the Personal Information, we assume that the necessary consent has been obtained and will process the Personal Information as per your instructions and in accordance with this Privacy Policy. By submitting such Personal Information on behalf of another person, you indemnify us against any third-party claim, where such third-party claim relates to Personal Information that has been processed without the necessary consent or other available exception allowed by law.
- e) **If you fail to provide Personal Information:** Where we need to collect Personal Information by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services (including services for no charge)). In this case, we may have to cancel a service you have with us, but we will notify you if this is the case at the time.

3) How is Personal Information collected?

We use different methods to collect Personal Information from and about you including:

- a) **Direct interactions.** We may collect Personal Information directly from a Data Subject. This may be via the following means:-
 - i) subscribe and register to the TTRO Service;
 - ii) create an account online with TTRO (where applicable for certain services);
 - iii) subscribe to our newsletters (where applicable);
 - iv) request marketing material to be sent to you;
 - v) enter a competition, promotion or survey;
 - vi) when engaging with our support services (email or such other electronic channels or by phone); or
 - vii) give us feedback or contact us on our website; or
 - viii) by communicating with us via email and other similar e-communication channels.
- b) **Automated technologies or interactions.** As you (including your Authorised Users of our Services) interact with our Services or [website](#), we will automatically collect Technical Data about your equipment, browsing actions, patterns and device. We collect this Personal Information by using cookies (see section 4) below), server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- c) **Third parties or publicly available sources.** We will receive Personal Information about you from various third parties and public sources as set out below:
 - i) Technical Data from the following parties:
 - (1) analytics providers such as Google ("How Google uses information from sites or apps that use our services", (located at <https://policies.google.com/technologies/partner-sites>))
 - (2) advertising networks; and
 - (3) search information providers.
 - ii) Contact, Financial and Transaction Data from providers of technical, payment and delivery services;
 - iii) Technical and Transactional Data from third party service providers that provide a service or product to you, subject to your consent to us to collect the information.
 - iv) Identity and Contact Data from publicly available sources such as CIPC or such places where the Data Subject has deliberately made available his/her/its Personal Information.
 - v) Identity and Contact information from a TTRO Client that utilises the TTRO Services for execution of his/her/its services to a data subject (TTRO client employee);
- d) **With reference to par. c)v) above, take note that where Personal Information is collected from a TTRO Client for purposes of execution of a TTRO Service,**

- i) **the TTRO Client acknowledges and agrees that he/she/it will be solely responsible for: (i) the accuracy, quality, and legality of the Personal Information and the means by which he/she/it acquired Personal Information; (ii) complying with all necessary transparency (openness) and lawfulness requirements under applicable Data Protection Legislation for the Processing of the Personal Information, including obtaining any necessary Consents and authorisations from data subjects (its employees); (iii) ensuring he/she/it has the right to grant TTRO the right to Process Personal Information in accordance with the Terms of Service, including transfer of Personal Information to agreed External Parties; (iv) ensuring that his/her/its instructions to TTRO regarding the Processing of Personal Information comply with applicable laws, including Data Protection Legislation; (v) the appointment and authorization of Authorised Users to use the Services and Process Personal Information, and (vi) the actions and/or omissions of its Authorised Users; and**
- ii) If TTRO is of the opinion that an instruction from the TTRO Client violates the Data Protection Legislation, TTRO must inform the TTRO Client immediately. TTRO shall be entitled to suspend the execution of the instruction in question until it is confirmed or amended by the TTRO Client. TTRO may refuse to carry out an instruction that is obviously illegal.

4) Cookies

See our Cookies Policy.

5) How we use your Personal Information

- a) TTRO will not sell Personal Information.
- b) All Personal Information that TTRO may receive from the TTRO Client or any other Data Subject shall be dealt with as confidential information.
- c) TTRO will only use Personal Information within the framework of the law. Most commonly, TTRO will use Personal Information in the following circumstances:
 - i) Where the Data Subject has given his/her/its consent; or
 - ii) Where TTRO needs to perform under a contract that TTRO is about to enter into or has entered into with a TTRO Client or you as a Data Subject; or
 - iii) Where it is necessary for TTRO's legitimate interests (or those of a third party) and the Data Subject's interests and fundamental rights do not override those interests;
 - iv) Where Processing protects a legitimate interest of the Data Subject; or
 - v) Where TTRO needs to comply with a legal obligation.
- d) **Purposes for which TTRO will use Personal Information:-**
 - i) In the table below we provide a description of all the ways TTRO plan to Process Personal Information, and which of the legal bases TTRO relies on to do so. We have also stated what TTRO's legitimate interests are where appropriate.
 - ii) Note that TTRO may process Personal Information for more than one lawful ground depending on the specific purpose for which TTRO is using the data. Please contact TTRO if you need details about the specific legal ground, TTRO is relying on to process Personal Information where more than one ground has been set out in the table below.
 - iii) If the Data Protection Legislation to which TTRO (as Operator /Data Processor) is subjected, obliges TTRO to carry out further processing, TTRO shall notify the TTRO Client of these legal requirements prior to Processing, and if so required under the POPI Act/ GDPR and/or by the Information Regulator/ Data Protection Officer, obtain the necessary pre-authorisation for such further processing as is required by such Data Protection Legislation.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
Where TTRO acts as Operator/Data Processor and the TTRO Client as Responsible Party/Data Controller [Subject to signing an Data Processing Agreement between the parties]		
To register a Person as a TTRO Client	(a) Identity (b) Contact (c) Financial (d) Marketing and Communications	(a) Consent (b) Performance of a contract with TTRO Client
Delivery of agreed Services to TTRO Clients, including but not limited to sharing of information with External Parties (where applicable) as part of the Services	(a) Identity (b) Contact (c) Financial of TTRO Client (d) Identity & Contact of TTRO Client employee (as received from TTRO Client)	(a) Consent (b) Performance of a contract with the TTRO Client
(a) Manage payments, fees and charges; (b) Collect and recover money owed to TTRO	(a) Identity (b) Contact (c) Financial (d) Transaction (e) Marketing and Communications	(a) Performance of a contract with TTRO Client (b) Necessary for our legitimate interests (to recover debts due to us) [TAKE NOTE: we do not store Financial Information - card details. We use third party service provider(s) to execute transactions where you use your card. You should read their privacy policy]
To manage our relationship with you which will include: (a) Notifying you about changes to our Terms of Services or this Privacy Policy where required (b) Asking you to leave a review or take a survey	(a) Identity (b) Contact (c) Profile (d) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how customers use our services)
To administer and protect our business, website and other electronic platforms (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical	(a) Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) (b) Necessary to comply with a legal obligation
To deliver relevant website and Service content and information about similar services and/or products to you and measure or understand the effectiveness of the advertising we serve to you	(a) Identity (b) Contact (c) Profile (d) Usage (e) Marketing and Communications (f) Technical	Necessary for our legitimate interests (to study how customers use our services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our website, Services, marketing, customer relationships and experiences	(a) Technical (b) Usage	Necessary for our legitimate interests (to define types of customers for our services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about Services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile (f) Marketing and Communications	Necessary for our legitimate interests (to develop our services and grow our business)

- e) **Marketing:** We strive to provide you with choices regarding certain Personal Information uses, particularly around marketing and advertising.
- i) **Promotional offers from us**
- (1) As a customer of TTRO:
- (a) Once you have acquired any of our Services including accessing our websites (browse wrap agreement), you will be seen as a customer.
 - (b) We will use your Identity, Contact, Technical, Usage and Profile Data to submit to you information/ material of our other services that are related and that we feel may be of interest to you (we call this marketing).
 - (c) As a customer you will receive marketing communications from us if you have not opted out of receiving that marketing.
 - (d) **Important:** you may ask us on submission of your Identity and Contact Information not to send you the above-mentioned information. You may also at any time, subsequent to our initial engagement, make use of the opting out options (see par. iii) below).
- (2) Not a customer of TTRO yet:
- (a) We may collect through one of our personnel members or through our mailing system, your email address; however, before we use same for any direct marketing purposes, we will ask you for consent (opt-in) prior to sending you direct marketing material.
- ii) **Third-party marketing**
- (1) We will get your express opt-in consent before we share your Personal Information with any third party for marketing
- (2) **TAKE NOTE:**
- (a) We may provide (without your consent) third party marketing parties/advertisers with:-
 - (i) anonymous aggregate information (Aggregate Data (see above)) about our users (for example, we may inform them that 500 users aged under 30 have clicked on a specific product or advertisement on any given day)
 - (ii) We may also use such aggregate information to help advertisers reach the kind of audience they want to target (for example, women in a specific region). We may make use of the Personal Information we have collected from you to enable us to comply with our advertisers' wishes by displaying their advertisement to that target audience. **IMPORTANT: We do not disclose information about identifiable individuals to our advertisers.**
- iii) **Opting out**
- (1) You can ask us or third parties to stop sending you marketing messages at any time by logging into the website or unsubscribe on the email communication or by contacting us at any time and requesting to opt-out of our marketing services.
- (2) Where you opt out of receiving these marketing messages, this will not apply to Personal Information provided to us as a result of a service purchase, service experience or other transactions.
- f) **Automated processing and decision making:**
- i) **TTRO** does not use any automated processing and/or decision-making tools, including but not limited to AI Systems, to process your Personal Information in order to provide its Services. In the event that this should change, TTRO will update this Policy to reflect same.
- g) **Change of purpose**
- i) We will only use your Personal Information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.
 - ii) If we need to use your Personal Information for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.

- iii) Please note that we may process your Personal Information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

6) Disclosures of Personal Information

- a) We may share Personal Information with the parties set out below for the purposes set out in the table above.
 - i) Where we have your Consent.
 - ii) **Internal Third Parties** as set out in the *Definitions*. Where we share Personal Information to our group (collaborating companies), we ensure your Personal Information is protected by requiring all our collaborating companies to follow this policy when processing your Personal Information.
 - iii) **External third parties** as set out in the *Definitions* and to those external parties as per your instructions.
 - (1) We require all third parties to respect the security of the Personal Information we make available to them and to treat it in accordance with the law. We require that these parties agree to process such information based on our instructions and in compliance with this Privacy Policy and other appropriate confidentiality and security measures.
 - (2) We do not allow our third party service providers to Process Personal Information for their own purposes and only permit them to Process your Personal Information for specified purposes.
 - (3) Also see clause 13) below in terms of subcontractors.

7) International transfers

- a) Taking into consideration the type of Services offered by TTRO, TTRO (or any subcontractor) may need to transfer or otherwise Process Personal Information outside the territory in which the Personal Information originates from (for example, outside the Republic of South Africa (RSA) or outside the EU).

The transfer of Personal Information shall only be transferred where:-

- i) TTRO enters into a written contract with the third party service provider that contains terms substantially the same as those set out in this Privacy Policy, in particular, in relation to requiring appropriate technical and organisational data security measures and relating to the further transfer of Personal Information from the third party recipient to third parties who are in a foreign country; or
 - ii) Processing of Personal Information takes place in a territory which is subject to data protection laws similar to the Data Protection Legislation and that the territory provides adequate protection for the privacy rights of individuals;
 - iii) Confirmation that the necessary pre-authorization from the Information Regulator/ Information Commissioner (only where said pre-authorization/ prior consultation is required by the relevant Data Protection Legislation), has been obtained by the Responsible Party/ Data Controller, i.e. section 57 of the POPI Act and Article 36 of the GDPR.
- b) By submitting your Personal Information to us (as Data Subject or as Responsible Party/Data Controller utilising the TTRO Services) you consent to the transfer of Personal Information outside the borders of the territory in which it originates.

8) Data security

- a) TTRO has put in place appropriate technological and organisational measures to prevent Personal Information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. In addition, TTRO limits access to Personal Information to those employees, agents, contractors and other third parties who have a business need to know. They will only process Personal Information on our instructions, and they are subject to a duty of confidentiality.
- b) We have put in place procedures to deal with any suspected Personal Information breach and will notify you and any applicable regulator or commissioner, as the case may be, of a breach where we are legally required to do so.
- c) Where TTRO acts as Operator/Data Processor, the Responsible Party/Data Controller (i.e. TTRO Client) must ensure that it has implement appropriate technical and organisational measures against unauthorised or unlawful processing, access, disclosure, copying, modification, storage, reproduction, display or distribution of Personal Information, and against accidental or unlawful loss, destruction, alteration, disclosure or damage of Personal Information. Other than securing the Personal Information on collection of same from the Responsible Party/ Data Controller via the TTRO Services, TTRO shall not be responsible for any other Responsible Party/ Data Controller's security safeguard obligations.

9) Data retention

How long will TTRO retain Personal Information?

- a) TTRO will only retain Personal Information for as long as reasonably necessary to fulfil the purposes TTRO collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. TTRO may retain Personal Information for a longer period in the event of a complaint or if TTRO reasonably believe there is a prospect of litigation in respect to its relationship with a TTRO Client or Data Subject or any claim as a result of a Responsible Party/ Data Controller (TTRO Client) not obtaining the required consent as per par.d) above.
- b) To determine the appropriate retention period for Personal Information, TTRO consider the amount, nature and sensitivity of the Personal Information, the potential risk of harm from unauthorised use or disclosure of your Personal Information, the purposes for which TTRO process your Personal Information and whether TTRO can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.
- c) In some circumstances you can ask TTRO to delete your data: see *your legal rights* below for further information.
- d) In some circumstances we will anonymise your Personal Information (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

10) Records

TTRO will keep detailed, accurate and up-to-date written records regarding any Processing of Personal Information it carries out, including but not limited to, the access, control and security of the Personal Information and approved subcontractors, the processing purposes, categories of processing, any transfers of Personal Information to a third country and related safeguards, the instructions as received from the TTRO Client and a general description of the technical and organisational security measures and retention and destruction of Personal Information.

11) Social Media

- a) Our sites or Services may, in certain circumstances, provide you with social plug-ins from various social media networks. If you choose to interact with a social network such as [Facebook](#) or [LinkedIn](#) or [Twitter](#) (for example by registering an account or click on the link from our [website](#)), your activity on our sites will also be made available to that social network. This is necessary for the performance of your contract with us which allows you to interact with a social network. If you are logged in on one of these social networks during your visit to one of our websites or are interacting with one of the social plug-ins, the social network might add this information to your respective profile on this network based on your privacy settings. If you would like to prevent this type of information transfer, please log out of your social network account before you enter one of our sites, or change the necessary privacy settings, where possible.
- b) Communication, engagement and actions taken through external social media networks that we participate in are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.
- c) You are advised to use social media networks wisely and communicate/engage with them with due care and caution in regard to their own privacy policies (if any). **PLEASE NOTE: WE WILL NEVER ASK FOR PERSONAL OR SENSITIVE INFORMATION THROUGH SOCIAL MEDIA NETWORKS AND ENCOURAGE USERS, WISHING TO DISCUSS SENSITIVE DETAILS OR TO RESOLVE ISSUES/CONCERNS, TO CONTACT US THROUGH PRIMARY COMMUNICATION CHANNELS SUCH AS BY TELEPHONE OR EMAIL.**
- d) Our social media network page(s) may share web links to relevant web pages. By default, some social media platforms shorten lengthy URL's. You are advised to exercise caution and due care before clicking on any shortened URL's published on social media platforms by this website. Despite our best efforts to ensure that only genuine URL's are published many social media platforms are prone to spam and hacking and therefore our website and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

12) Data Subject's legal rights

- a) Under certain circumstances, a Data Subject has the following rights under Data Protection Legislation in relation to his/her/its Personal Information:

- i) **Request access** to Personal Information (commonly known as a "data subject access request"). There may be a fee associated with this request – see below. This enables the Data Subject to receive a copy of the Personal Information the Responsible Party holds about the Data Subject and to check that the Responsible Party/ Data Controller is lawfully processing it. See the TTRO Promotion of Access to Information Manual ("**PAI Manual**").
 - ii) **Request correction or rectification** of the Personal Information. This enables the Data Subject to have any incomplete or inaccurate data the Responsible Party holds about the Data Subject corrected, though the Responsible Party may need to verify the accuracy of the new data the Data Subject provides to the Responsible Party.
 - iii) **Request erasure** of Personal Information ('Right to be Forgotten'). This enables the Data Subject to ask the Responsible Party/ Data Controller to delete or remove Personal Information where there is no good reason for the Responsible Party/ Data Controller to continue to process it. The Data Subject also has the right to ask the Responsible Party/ Data Controller to delete or remove his/her/its Personal Information where the Data Subject has successfully exercised his/her/its right to object to processing (see below), where the Responsible Party/ Data Controller may have processed the Data Subject's information unlawfully or where the Responsible Party/ Data Controller is required to erase the Data Subject's Personal Information to comply with local law. Note, however, that the Responsible Party/ Data Controller may not always be able to comply with the Data Subject request of erasure for specific legal reasons which will be notified to the Data Subject, if applicable, at the time of the Data Subject request. Take Note: Erasure of the Data Subject's Personal Information shall further not limit the Responsible Party/ Data Controller rights in terms of Aggregate Data and Pattern Data.
 - iv) **Object to processing** of Personal Information where the Responsible Party/ Data Controller is relying on a legitimate interest (or those of a third party) and there is something about the Data Subject's particular situation which makes the Data Subject want to object to processing on this ground as the Data Subject feels it impacts on his/her/its fundamental rights and freedoms. The Data Subject also has the right to object where the Responsible Party/ Data Controller is processing the Data Subject's Personal Information for direct marketing purposes. In some cases, the Responsible Party/ Data Controller may demonstrate that the Responsible Party/ Data Controller has compelling legitimate grounds to process the Data Subject's information which override the Data Subject's rights and freedoms.
 - v) **Request restriction of processing** of Personal Information. This enables the Data Subject to ask the Responsible Party/ Data Controller to suspend the processing of Personal Information in the following scenarios:
 - (1) If the Data Subject wants the Responsible Party/ Data Controller to establish the data's accuracy.
 - (2) Where the Responsible Party/ Data Controller use of the data is unlawful, but the Data Subject does not want the Responsible Party/ Data Controller to erase it.
 - (3) Where the Data Subject needs the Responsible Party/ Data Controller to hold the data even if the Responsible Party/ Data Controller no longer requires it as the Data Subject needs it to establish, exercise or defend legal claims.
 - (4) The Data Subject has objected to the Responsible Party/ Data Controller use of his/her/its data, but the Responsible Party/ Data Controller needs to verify whether the Responsible Party/ Data Controller have overriding legitimate grounds to use it.
 - vi) **Request the transfer** of Personal Information to the Data Subject or to a third party. We will provide to you, or a third party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you. Contact us if you need to transfer your Personal Information.
 - vii) **Withdraw consent at any time** where we are relying on consent to process your Personal Information. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain services to you. We will advise you if this is the case at the time you withdraw your consent.
- b) **If you wish to exercise any of the rights set out above and where we act as Responsible Party/ Data Controller, then please contact us at the details mentioned par.1)a) above.**
- c) **Take note of the following that will apply where TTRO acts as Operator/ Data Processor and the TTRO Client as the Responsible Party/ Data Controller:-**

- i) **TTRO will notify the TTRO Client immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Personal Information or to either party's compliance with the Data Protection Legislation.**
 - ii) **TTRO will notify the TTRO Client within 2 (two) working days if it receives a request from a Data Subject for access to their Personal Information or to exercise any of their related rights under the Data Protection Legislation.**
 - iii) **TTRO will give the TTRO Client its full co-operation and assistance in responding to any complaint, notice, communication or Data Subject request and the TTRO Client shall remunerate TTRO for any reasonable costs that TTRO may incur as a result of said request. TTRO shall not be liable for the TTRO Client's non-compliance of any Data Subject requests.**
 - iv) **TTRO must not disclose the Personal Information to any Data Subject or to a third party other than at the TTRO Client's request or instruction, as provided for in the Terms of Services or as required by law.**
 - v) **Where you, as a data subject are an employee of the TTRO Client and wish to submit a complaint or request, then we recommend that you submit it to your employer/ TTRO client.**
- d) **Fee required:** Apart from any prescribed fees under any applicable data protection legislation, the Data Subject will not have to pay a fee to access his/her/its Personal Information (or to exercise any of the other rights). However, a reasonable fee may be charged if the Data Subject request is clearly unfounded, repetitive or excessive. Alternatively, the Responsible Party/ Data Controller could refuse to comply with the Data Subject request in these circumstances.
- e) **What we may need from the Data Subject:** We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Information (or to exercise any of your other rights). This is a security measure to ensure that Personal Information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- f) **Time limit to respond:** TTRO will try to respond to all legitimate requests within 30 (thirty) days. Occasionally it could take TTRO longer than 30 (thirty) days if your request is particularly complex or the Data Subject has made a number of requests. In this case, TTRO will notify the Data Subject and keep the Data Subject updated.

13) Subcontractors

- a) TTRO may authorise a third party (subcontractor) to Process the Personal Information. Where TTRO uses subcontractors, TTRO will:
 - i) **enter into a written contract with the subcontractor that contains terms substantially the same as those set out in this Privacy Policy, in particular, in relation to requiring appropriate technical and organisational data security measures; and**
 - ii) **maintain control over all Personal Information it entrusts to the subcontractor.**
- b) TTRO agrees to select subcontractors carefully according to their suitability and reliability.
- c) A subcontractor within the meaning of this Privacy Policy shall not exist if TTRO commissions third parties with additional services, that are not an essential part of this Privacy Policy.
- d) Where the subcontractor fails to fulfil its obligations under such written agreement, TTRO remains fully liable to the TTRO Client for the subcontractor's performance of its agreement obligations.
- e) The Parties consider TTRO to control any Personal Information controlled by or in the possession of its subcontractors.
- f) TTRO undertakes to ensure that all subcontractors who process Personal Information of Data Subjects shall not amend, modify, merge or combine such Personal Information and Process same as per instructions from TTRO.

14) Personal Information breach

- a) TTRO will without undue delay notify the TTRO Client if any Personal Information (of the TTRO Client or its Data Subjects) is lost or destroyed or becomes damaged, corrupted, or unusable.
- b) TTRO will without undue delay and where reasonably possible, after it has come to knowledge of TTRO, notify the TTRO Client of:
 - i) any accidental, unauthorised or unlawful processing of the Personal Information; or

- ii) any Personal Information Breach.
- c) Where TTRO becomes aware of (a) and/or (b) above, it shall, without undue delay, also provide the TTRO Client with the following information:
 - i) description of the nature of (a) and/or (b), including the categories and approximate number of both Data Subjects and Personal Information records concerned;
 - ii) the likely consequences; and
 - iii) description of the measures taken or proposed to be taken to address (a) and/or (b), including measures to mitigate its possible adverse effects.
- d) Immediately following any unauthorised or unlawful Personal Information processing or Personal Information Breach, the parties will co-ordinate with each other to investigate the matter. TTRO will reasonably co-operate with the Customer in the Customer's handling of the matter, including:
 - i) assisting with any investigation;
 - ii) providing the Customer with physical access to any facilities and operations affected;
 - iii) facilitating interviews with TTRO's employees, former employees and others involved in the matter;
 - iv) making available all relevant records, logs, files, data reporting and other materials required to comply with all Data Protection Legislation or as otherwise reasonably required by the Customer (subject to confidentiality); and
 - v) taking reasonable and prompt steps to mitigate the effects and to minimise any damage resulting from the Personal Information Breach or unlawful Personal Information processing.
- e) TTRO will not inform any third party of any Personal Information Breach without first obtaining the Customer's prior written consent, except when required to do so by law.
- f) TTRO agrees that the Customer has the sole right to determine:
 - i) whether to provide notice of the Personal Information Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in the Customer's discretion, including the contents and delivery method of the notice; and
 - ii) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy.
- g) The Customer indemnifies TTRO against any claim from the supervisory authorities or Data Subjects where the Customer refuse or neglect to provide the required notices.
- h) TTRO will cover all reasonable direct expenses associated with the performance of the obligations under clause b), clause c) and clause d) unless the matter arose from the Customer's specific instructions, negligence, willful default or breach of this Agreement or any third party actions outside the reasonable control of TTRO in which case the Customer will cover all reasonable expenses.

15) Definitions

- a) **Artificial Intelligence (AI) System or AI Systems** means a computer-based technology which is designed to perform tasks that typically require human intelligence. It encompasses a variety of techniques, such as machine learning and natural language processing, enabling the system to learn, adapt and make decisions autonomously.
- b) **Consent:** means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of Personal Information.
- c) **Data Protection Laws** means any and all applicable laws relating to the protection of data or of Personal Information and shall include the Protection of Personal Information as per the POPI Act and General Data Protection Regulations (GDPR).
- d) **Data Subject** means the person to whom Personal Information relates and, in this document, refers to you, as the party providing Personal Information that will be processed by TTRO or a relevant third party.
- e) **TTRO Client: a client / customer of TTRO making use of TTRO Services.**

- f) **Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best service/product and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your Personal Information for our legitimate interests. We do not use your Personal Information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- g) **Operator** (referred to as “**Data Processors**” under the GDPR) means a person who processes Personal Information for a Responsible party in terms of a contract or mandate, without coming under the direct authority of the party.
- h) **Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- i) **Personal Information means information as defined in the protection of Personal information Act of 2013 ([POPI Act \(click on link to view\)](#)).**
- j) **POPIA** means the [Protection of Personal Information Act](#), Act 4 of 2013.
- k) **Processing** or **Process** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including–
- i) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - ii) dissemination by means of transmission, distribution or making available in any other form; or
 - iii) merging, linking, as well as restriction, degradation, erasure or destruction of information.
- l) **Responsible Party** (referred to as “**Controller**” under the GDPR) means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for Processing Personal Information. The Responsible Party is responsible for establishing practices and policies in line with the Act.
- m) **Special Personal Information** means as defined in the [POPI Act](#) (click on link to view).
- n) **THIRD PARTIES**
- i) **Internal Third Parties:** Other companies in the TTRO group (if applicable), acting as joint responsible parties or Operators and who may also provide IT and system administration services and undertake leadership reporting.
 - ii) **External Third Parties**
 - (1) Service providers acting as operators who provide IT and system administration services or such service providers that assist us in detecting, preventing, or otherwise address fraud, security or technical issues.
 - (2) Service Providers integrated into the TTRO Services as notified to you and where you have given us the required authorisation (by utilisation of the Services) to obtain information from or to submit information to;
 - (3) Professional advisers acting as operators or joint Responsible Parties, including lawyers, bankers, auditors and insurers who provide consultancy, banking, legal, insurance and accounting services, debt collectors (where payments are due and payable).
 - (4) The Revenue Services, regulators and other authorities acting as operators or joint Responsible Parties who require reporting of processing activities in certain circumstances.
 - (5) Court of law or any other authority where we have an obligation under law to share your Personal Information;
 - (6) In the event that we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets.

END OF POLICY