

POPIA

DEFINITIONS AND INTERPRETATION

- 1.1. **"Agreement"** means this Protection of Personal Information Act Operator Agreement;
- 1.2. **"Affiliate"** means with respect to a Party any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to Subsidiaries and associates that directly or indirectly, Control, are Controlled by, or are under common Control with a Party. For purposes of this Agreement, the term "Subsidiaries" shall have the meaning ascribed thereto in the *Companies Act, 2008*;
- 1.3. **"Business Day"** means any day from Monday to Friday and excludes any public holiday as gazetted in the Republic of South Africa;
- 1.4. **"Confidential Information"** means any information or data of any nature, tangible or intangible, oral or in writing and in any format or medium, which (i) by its nature or content is, or ought reasonably to be identifiable as, confidential and/or proprietary to the Responsible Party or a third party associated to the Responsible Party, or (ii) is provided or disclosed in confidence, and which the Responsible Party or any person acting on behalf of the Responsible Party may disclose to the Operator, or (iii) may come to the knowledge of the Operator by whatsoever means. Without limitation, Confidential Information shall include the following:
 - 1.4.1. information relating to the Responsible Party's business activities, business relationships, products, services, processes, data, and Staff, including agreements to which the Responsible Party is a party (including this Agreement);
 - 1.4.2. information contained in or constituting or relating to the Responsible Party's technology and telecommunications systems including third party hardware and software, and associated material, and information or incidents concerning faults or defects therein;
 - 1.4.3. the Responsible Party's technical, scientific, commercial, financial and market information, methodologies, formulae and trade secret;
 - 1.4.4. the Responsible Party's architectural information, demonstrations, plans, designs, drawings, processes, process maps, functional and technical requirements and specifications and the data relating thereto;
 - 1.4.5. Intellectual property that is proprietary to the Responsible Party or that is proprietary to a third party;
 - 1.4.6. information relating to the Responsible Party's current and existing strategic objectives, strategy documents and plans for both its existing and future information technology, processing, business processing and business process outsourcing; and
 - 1.4.7. Personal Information.
- 1.5. **"Contract"** means any agreement and any annexures or schedules thereto, entered into between the Parties in respect of the provision of Services by the Operator to the Responsible Party;
- 1.6. **"Control"** means the ability, by virtue of ownership, right of appointment, voting rights, management agreement, or agreement of any kind, to control or direct, directly or indirectly, the board or executive body or decision-making process or management of such entity;
- 1.7. **"Data Subject"** means any person to whom the specific Personal Information relates, as contemplated in POPIA;
- 1.8. **"Information Officer"** means the appointed information officer of the Responsible Party, being Heidrun Lohr
- 1.9. **"Operator"** has the meaning set out in POPIA and for purposes of this Agreement means Comsol Networks (Proprietary) Limited a legal entity duly registered under the laws of the Republic of South Africa with

registration number 2001/018371/07 and having its principal place of business at 152 Roan Crescent, Corporate Park North, Midrand, Gauteng with registration number and any authorised Customer of that party;

- 1.10. **"Party"** or **"Parties"** means either the Responsible Party or the Operator or both, as the context may require;
- 1.11. **"Personal Information"** has the meaning set out in section 1 of POPIA, and includes special personal information as defined in section 26 of POPIA and relates only to Personal Information obtained by the Operator as a result of the Contract;
- 1.12. **"POPIA"** means the *Protection of Personal Information Act, 2013*;
- 1.13. **"Processing"** has the meaning set out in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
 - 2.13.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.13.2. dissemination by means of transmission, distribution or making available in any other form; or
 - 1.13.3. merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information,
- 1.14. **"Responsible Party"** has the meaning ascribed thereto in POPIA, and for purposes of this Agreement shall mean Comsol Networks Proprietary Limited with registration number Registration No.: 2001/018371/07;
- 1.15. **"Security Compromise"** means an incident where there has been, or there are reasonable grounds to believe that Personal Information has been accessed or acquired by an unauthorized person with reference to the Operator's use of the Personal Information under this Agreement;
- 1.16. **"Services"** means any supply or rendering of services by the Operator for the Responsible Party in terms of a Contract and in terms of which the Operator *inter alia* Processes Personal Information of Data Subjects;
- 1.17. **"Signature Date"** means the date of signature of this Agreement by the last Party to do so in time; and
- 1.18. **"Staff"** means any employee, independent contractor, agent, consultant, Customer or other representative of either Party.