

Disclaimer (general):

Please note that all information collected and/or stored by the President's Award for Youth Empowerment Trust of South Africa (TPA) is given freely by me, the Principal/Legal Guardian/Parent of the aforementioned minor(s) and is done so for the specific purpose as agreed. By signing and agreeing hereto, I consent to the TPA use, collection, storage and processing of the personal information provided. I understand that all efforts will be taken by the TPA to ensure that all personal information collected and/or stored will be in strict compliance with the Protection of Personal Information Act 4 of 2013 ("POPI") and the Organisation's Privacy Policy.

Marketing Disclaimer:

By signing and agreeing to the terms of this agreement, you agree to receiving further and applicable marketing material from time to time, and should you no longer want to receive said further and applicable material, you are entitled to instruct the Organisation to opt-out accordingly, as well as destroy any personal and identifiable data held and/or under the control of the Organisation.

Data Protection Clause (Commercial Agreements and any agreement in which we share data with a third party or *vice a versa*:

DATA PROTECTION & PRIVACY IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT ("POPI ACT")

- 1.1 The Service Provider collects, stores, and processes Personal Information provided by the Organisation, which includes but is not limited to: names, identity numbers, contact information and banking details. The Service Provider uses the aforementioned information within the scope for which the information was collected and within the legitimate purpose of offering its business-related services and/or is necessary for the purposes relating to the operation and performance of this Agreement.
- 1.2 The Service Provider may make use of or process the Organisation's Personal Information for, *inter alia* the following purposes:
 - 1.2.1 Providing the Organisation with the Services in terms of this Agreement;

- 1.2.2 In responding to public authorities, court orders and legal investigations, as applicable.
- 1.3 The Service Provider may share the Organisation's personal information with its employees, directors, agents and third parties, including the Regulator, as required by law, to whom the sharing and/or disclosure of such Personal Information is reasonably necessary for the performance of the obligations and rendering the Services in terms of this Agreement.
- 1.4 The Service Provider will keep Personal Information for as long as necessary to fulfil its obligations in accordance with this Agreement or as necessary to comply with any legal or regulatory requirements.
- 1.5 The Organisation has the right to:
 - 1.5.1 Request access to and rectification or destruction of any personal information held by the Service Provider;
 - 1.5.2 Request any restriction of the personal information;
 - 1.5.3 object to the processing or further processing of its personal information;
 - receive the personal information provided to the Service Provider and transmit such data to another party; and/or
 - to lodge a complaint with the Regulator or directly to the Service provider.
- 1.6 The Parties to this Agreement explicitly agree to adhere to all laws and regulations relating to privacy when administering, using and/or maintaining any personal information.
- 1.7 The Organisation shall provide personal information which use is for the sole purpose of this Agreement and in order to render the Services. Furthermore, any personal information may not be recycled and/or reconstructed by the Service Provider unless required by law and/or with the prior written consent of the Service Provider.