

**HIREBRIGHT (PTY) LTD (“HIREBRIGHT”)**  
**DATA PRIVACY POLICY FOR CUSTOMERS**

<b>Policy owner</b>	Information Security Officer
<b>Version</b>	1.1 (08 June 2020)
<b>Approval</b>	19 June 2020

**Version History**

<b>Version</b>	<b>Date</b>	<b>Approval Date</b>
<b>1</b>	13 August 2019	01 October 2019

<b>Standard Operating Procedures (“SOP”) and Registers</b>	<b>Responsible Person to Develop and Maintain SOP</b>	<b>Action</b>	<b>Audit Action</b>
Information Security Training and Awareness SOP	Information Security Officer		Annual audit to ensure compliance
Information Security Register	Information Security Officer		Annual audit to ensure compliance
Data Processing Agreement SOP	Information Security Officer	Data Custodian to complete with ISO authorisation	
Customer Information Schedule	Information Security Officer	Data Custodian to complete for each scope	Annual audit to ensure completeness

**1. Definitions**

- 1.1 **“Customer”/“you”** means a customer of HireBright that subscribes for the Services in terms of an agreement between HireBright and the Customer (with “your” indicating possession);

- 1.2 **"Customer Data"** means the data inputted by the Customer, authorised users, or HireBright on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services, which may include Personal Information;
- 1.3 **"Data Protection Legislation"** means any applicable data protection or privacy laws applicable in South Africa, including the Protection of Personal Information Act, 4 of 2013 ("**POPIA**"), as well as the European Union General Data Protection Regulation;
- 1.4 **"Data Subjects"** means, for purposes of this policy, the Customer's affiliates, clients, staff and any other person/s to whom Personal Information relates;
- 1.5 **"Electronic Communication"** means any text, voice, sound or image message sent over an electronic communications network, which is stored in the network or in the recipient's terminal equipment until collected by the recipient;
- 1.6 **"Operator"** means a person who Processes Personal Information for the Responsible Party in terms of a contract or mandate, without coming under the direct authority of the Responsible Party, in this instance being HireBright;
- 1.7 **"Personal Information"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
- 1.7.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
- 1.7.2 information relating to the education or the medical, financial, criminal or employment history of the person;
- 1.7.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
- 1.7.4 the biometric information of the person;
- 1.7.5 the personal opinions, views or preferences of the person;
- 1.7.6 correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.7.7 the views or opinions of another individual about the person; and
- 1.7.8 the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.8 **"Processing"** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including—
- 1.8.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, system testing or use;
- 1.8.2 dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
- 1.8.3 merging, linking, blocking, degradation, erasure or destruction;
- and **"Process"** or **"Processes"** has a corresponding meaning;
- 1.9 **"Regulator"** means the appropriate Regulator as defined in applicable Data Protection Legislation;

- 1.10 “**Responsible Party**” means the person who, alone or in conjunction with others, determines the purpose of and means for Processing Personal Information, and who is also the Customer;
- 1.11 “**Services**” means any type of services provided by HireBright to the Customer in terms of an agreement.

## 2. Introduction and Roles

- 2.1 In the course of HireBright providing Services to the Customer, there is a likelihood that HireBright will receive, be exposed to and/or Process the Personal Information of the Data Subjects.
- 2.2 This Privacy Policy aims to give you information on how HireBright collects and processes your personal data through any form of your engagement with HireBright such as your engagement with us when contracting or corresponding with us, when using our Services, accessing or using our Website, or providing us with your or third party personal data in any other way.
- 2.3 This Privacy Policy also mirrors how we have designed our data security and protections at HireBright along the fundamental pillars of Accountability, Minimality, Transparency and Fairness. Everything we do relating to data processing is with “Privacy by Design” and “Privacy by Default” as its foundation.
- 2.4 We have appointed an Information Officer (“**IO**”) at HireBright who is responsible for overseeing questions and any other matters in relation to this Privacy Policy or data processing at HireBright. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights with HireBright, please contact the IO using the details set out below.
- 2.4.1 Our full details are:
- Full name of legal entity: **HireBright (Pty) Ltd.**
  - Name or title of data representative: Yolanda Grobler
  - Email address: **yolanda@hirebright.co.za**
  - Postal address: **8 Bontebok street, Durbanville, 7550**
  - Telephone number: **074 112 7196**
- 2.5 You have the right to make a complaint at any time to your territories’ specific South African or European Union information regulator’s office (such as the Information Regulator’s Office of South Africa, or the UK Information Commissioner’s Office, ([www.ico.org.uk](http://www.ico.org.uk))). We would, however, appreciate the chance to deal with your concerns before you approach any such regulator, so please contact us in the first instance.
- 2.6 It is important that the personal data we hold about you is accurate and current. Please update your personal data by contacting us directly and keeping us informed if your personal data changes during your relationship with us. We may also periodically contact you to confirm whether your personal data held by us is still correct and up to date.
- 2.7 We will also notify you should our Privacy Policy or processing operations materially change, by sending you a privacy notice capturing the changes, as well as what you can do to find out more information related thereto.
- 2.8 We also collect, use and share aggregated data such as statistical or demographic data for any purpose. Aggregated data may be derived from your personal data but is not considered personal data in law as this data does not directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific Service feature. However, if we combine or connect aggregated data with your personal data so that it can directly

or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.

- 2.9 Where we need to collect personal data 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 or allow you to provide us with your services). In this case, we may have to cancel Website-access or Services you have with us, but we will notify you if this is the case at the time

### **3. Obligations of HireBright and the Customer with regard to Customer Data**

- 3.1 HireBright shall, in providing the Services, comply with this Data Privacy Policy relating to the privacy and security of the Customer Data.
- 3.2 If HireBright Processes any Personal Information on the Customer's behalf when performing its obligations under the agreement with the Customer, it is recorded that the Customer shall be the Responsible Party as defined in applicable Data Protection Legislation.
- 3.3 The Customer shall have an obligation to ensure that the Customer is entitled to transfer the relevant Personal Information to HireBright so that HireBright may lawfully use, Process and transfer the Personal Information in accordance with its agreement with the Customer on the Customer's behalf.
- 3.4 The Customer is furthermore required to ensure that the relevant third parties have been informed of, and have given their consent to, such use, Processing, and transfer as required by all applicable Data Protection Legislation.
- 3.5 HireBright shall Process the Personal Information only in accordance with the terms of its agreement with the Customer and any lawful instructions reasonably given by the Customer from time to time. In this regard and to guide HireBright, as the Operator, with regard to the Processing of Personal Information, which may form part of the Customer Data, the Customer, as the Responsible Party, will be required to complete the information schedule attached hereto as **Annexure A**. It will be the responsibility of the Data Custodian, as defined in the HireBright Information Security Policy, to ensure that the Customer completes Annexure A, that the completed Annexure A is stored in a dedicated folder and that the data scope identified by the Customer is adhered to.
- 3.6 HireBright shall not otherwise modify, amend or alter the contents of such Personal Information or disclose or permit the disclosure of such Personal Information to any third party, unless specifically authorised to do so by the Customer. Customer authorisation for disclosure to third parties should be issued in accordance with the Data Processing Agreement SOP.
- 3.7 The Customer Data received by HireBright shall be hosted by a third-party service provider of HireBright's choice.
- 3.8 HireBright acknowledges that the Customer Data is the confidential information of the Customer. In terms of the HireBright Information Security Policy, the Customer Data will be classified as being secret with only authorised HireBright staff allowed access to the Customer Data.
- 3.9 HireBright shall assist the Customer to comply with any requests for access to Personal Information received by the Customer from Data Subjects and, at the request of the Customer, HireBright shall provide the Customer with a copy of any Personal Information held by HireBright in relation to a specified Data Subject. HireBright reserves the right to levy the prescribed fee to adhere to such requests from the Customer. HireBright agrees that notwithstanding the confidentiality provisions of

the agreement between HireBright and the Customer, the Customer may disclose to a Data Subject that HireBright has been or is involved in Processing such Data Subject's Personal Information.

- 3.10 HireBright shall under instruction and authority of the Customer, provide it with all assistance required for the Customer to discharge its duties as Responsible Party relating to a requirement by the Regulator (a) for the Customer as Responsible Party to submit an independent auditor's report or other information relating to interference by the Responsible Party with the Personal Information of a Data Subject, (b) that the Customer is processing Personal Information in accordance with legislation, or (c) that the Customer is otherwise compliant with any other relevant legislation. HireBright reserves the right to levy an administration fee to provide the assistance to the Customer as provided for in this paragraph.
- 3.11 HireBright shall, at the request of the Customer, return or destroy all Personal Information in the possession or control of HireBright, including in accordance with any specific retention, destruction and purging requirements as may be prescribed by the Customer. HireBright reserves the right to levy an administration fee to the Customer to comply with a request as per this paragraph.
- 3.12 As noted, the Personal Information of a Data Subject shall be labelled as secret information, as provided for in the HireBright Information Security Policy, and shall be Processed and handled by HireBright accordingly. Any Processing of Personal Information for the Customer shall be conducted separately from Personal Information, data and property relating to HireBright or any third party and may not be combined or merged with information of another party.

#### **4. Security**

- 4.1 Both HireBright and the Customer shall take appropriate technical and organisational measures to ensure that all Personal Information communicated, including, without limitation, any digital communication or any Personal Information stored in digital form shall be secured against being accessed or read by unauthorised parties, using appropriate security safeguards, having due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.
- 4.2 In particular, HireBright ensures that all Personal Information is labelled as secret information and will be stored in a secure location, as provided for in the HireBright Information Security Policy.

#### **5. Notification of a Personal Information Security Breach**

- 5.1 HireBright shall notify the Customer in writing, immediately, if possible, but as soon as reasonably possible after becoming aware of or suspecting any unauthorised or unlawful use, disclosure or processing of Personal Information, taking into account the legitimate needs of law enforcement or any measures reasonably necessary to determine the scope of the compromise and to restore the integrity of the Operator's information system - and comply with the following -
  - 5.1.1 take all necessary steps to mitigate the extent of the loss or compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;
  - 5.1.2 furnish the Customer with details of the Data Subjects affected by the compromise and the nature and extent of the compromise, and if known, include details of the identity of the unauthorised person who may have accessed or acquired the Personal Information;
  - 5.1.3 provide the Customer with a report on its progress in resolving the compromise at reasonable intervals but at least once per week following the initial notification to the Customer, until such time as the compromise is resolved;

- 5.1.4 in consultation with the Customer and where required by law notify the South African Police Service; and/or the National Intelligence Agency; and
- 5.1.5 only upon request by the Customer, or otherwise if required by law, notify the Regulator and/or the affected Data Subjects. Any such notification shall be in a form prescribed by the Customer or the Regulator, as the case may be, if applicable, and contain such information as is specified by the Customer and or the Regulator. Notwithstanding the foregoing, a notification to a Data Subject shall always include sufficient information to allow the Data Subject to take protective measures against the potential consequences of the compromise;
- 5.2 In this regard, HireBright will follow the process as detailed in the HireBright Incident Management Policy.

## **6. Disclosure required by law**

- 6.1 In the event that HireBright is required to disclose or Process any Personal Information required by law, regulation or court order, or if the Processing of such Personal Information is required to enable a public body to properly perform a public law duty to carry out actions for the conclusion or performance of a contract to which the Data Subject is a party, is necessary for pursuing the legitimate interests of the Customer, a third party to whom the information is supplied, or a Data Subject, or complies with an obligation imposed by law on the Customer, HireBright –
  - 6.1.1 will advise the Customer thereof prior to disclosure, if possible. If prior disclosure is not possible, HireBright shall advise the Customer immediately after such disclosure;
  - 6.1.2 will take such steps to limit the extent of the disclosure or Processing insofar as it reasonably practically and legally can;
  - 6.1.3 will afford the Customer a reasonable opportunity, if possible and permitted, to intervene in the proceedings; and
  - 6.1.4 will comply with the Customer's requests as to the manner and terms of any such disclosure or Processing, if possible and permitted.

## **7. Transfer of Personal Information**

- 7.1 HireBright shall ensure that no Personal Information is transferred outside of the Republic of South Africa unless –
  - 7.1.1 the Customer provides its prior written consent to the transfer;
  - 7.1.2 the recipient is subject to a law, code of conduct or contract which provides comparable protection for the Personal Information as the protections contained in this Data Privacy Policy, including similar provisions relating to the further transfer of the Personal Information;
  - 7.1.3 the transfer is necessary for the performance of a contract between the Data Subject and the Customer, or a contract between the Customer and HireBright which is in the interest of the Data Subject; or
  - 7.1.4 the transfer is for the benefit of the Data Subject and it is not reasonably practicable to obtain the consent of the Data Subject, and if it were reasonably practicable to obtain such consent, the Data Subject would be likely to give it.

## **8. Retention and Destruction requirements**

HireBright shall be required to comply with the destruction and retention policies of the Customer as are either set forth in the agreement between HireBright and the Customer or as may be communicated to HireBright. In particular, HireBright shall store all Personal Information which it Processes for the minimum time periods as are stipulated by the Customer and shall be required to destroy all Personal Information relating to the Data Subjects in compliance with the destruction time periods and in accordance with the Customer's specified destruction procedures and methodology. HireBright reserves the right to levy an administration fee to the Customer to comply with the Customer requirements in this regard.

## **9. European Union ("EU") General Data Protection Regulation ("GDPR")**

- 9.1 The GDPR is a privacy and data protection law which came into effect on 25 May 2018 and applies to all countries in Europe.
- 9.2 HireBright is alert to the instances in which the Processing of Personal Information by HireBright will fall within the ambit of the GDPR, which will currently only be if it is Processing the Personal Information of an EU member state citizen or temporary resident or if it offers goods or services in the EU.
- 9.3 While there is significant overlap between the GDPR and POPIA, the GDPR contains certain additional requirements above that required by POPIA which will need to be implemented to ensure full compliance.
- 9.4 The additional requirements of the GDPR, include stricter conditions for valid consent; additional data subject rights pertaining to 'the right to be forgotten' and data portability; more stringent stipulations in the event of a data breach; and the requirement that data protection impact assessments be conducted.
- 9.5 Should the Customer note in Annexure A that any of the Personal Information would be subject to the GDPR, HireBright will comply with the additional requirements of the GDPR in respect of relevant Personal Information identified in Annexure A.

## **10. Direct marketing**

- 10.1 All Data Subjects have the right to object to their Personal Information being Processed for the purposes of direct marketing by Electronic Communication.
- 10.2 Direct marketing is, however, permitted if the Data Subject is an existing Customer of HireBright and HireBright has obtained his or her details through the sale of a product or service or where the marketing communication is for the purpose of directly marketing similar products or services of HireBright and the Data Subject has been given the opportunity to object, free of charge and without unnecessary formality, to the use of his or her Personal Information at the time of collection and on each occasion of direct marketing (unless consent has already been refused).
- 10.3 Should an existing Customer of HireBright require that HireBright send marketing communications to the Customer's clients, the obligation will be on the Customer to obtain the required consent from its clients in this regard and as provided for in the relevant Data Protection Legislation.

**ANNEXURE A**

**INFORMATION SCHEDULE TO BE COMPLETED BY THE CUSTOMER**

Customer name: \_\_\_\_\_

Services provided by HireBright	Personal Information to be Processed by HireBright per Service	Would any of the Personal Information be subject to the GDPR?	Specific retention requirements and security measures		Destructions requirements
			Retention Requirements	Security Measures	