

Privacy Policy

1. Definitions

Unless otherwise stated, or the context otherwise requires, the words and expressions listed below shall bear the meanings ascribed to them:

- 1.1 **Data Subject** shall bear the meaning ascribed to such term in the POPI Act;
- 1.2 **Client** means an identified or identifiable natural person and any entity that directly or indirectly Controls, is Controlled by, or is under common Control with that party from time to time;
- 1.3 **Commencement Date** means 1 April 2023;
- 1.4 **Parties** means The Argo and the Client, and "Party" shall mean either of them as the context may require;
- 1.5 **POPI Act** means the Protection of Personal Information Act No. 4 of 2013;
- 1.6 **South Africa** means the Republic of South Africa;
- 1.7 **Statement of Work** means a detailed plan, agreed in accordance with clause **Error! Reference source not found.**, describing the Works to be provided by The Argo;
- 1.8 **The Argo** means The Argo Cloud Proprietary Limited, a company duly incorporated in South Africa with registration number 2023/637939/07, Cnr Leslie & William Nicol 128 Leslie Avenue, Spaces - Building 2, Design Quarter, Fourways, 2191, with email: admin@the-argo.net;
- 1.9 **Works** means the Available Services which are provided by The Argo under a Statement of Work.
- 1.10 **Applicable Laws** means in relation to a Party, all applicable statutes, rules, regulations, statutory instruments, treaties directives by-laws, codes of practice, circulars, guidance notes, orders, injunctions, statute law or common law, statutory or common law duty of care compliance with which is mandatory, or which is otherwise generally complied with in any relevant jurisdiction;

2. Data Protection

- 2.1 For purposes of this clause 2, personal information shall mean information relating to an identifiable natural or juristic person (which includes any trust, association, joint venture or partnership), including information that is non-specific to the person, but when disclosed with other information would reveal personal information about the person.
- 2.2 The Client hereby consents to the processing of the Client's personal information in the provision of the Works for the duration of this Agreement.
- 2.3 To the extent that The Argo processes any personal information of the Client's Data Subjects during the course of providing the Works, the Parties acknowledge and agree that the Client shall be deemed to be the "responsible party" as defined in the POPI Act, and The Argo shall constitute an "operator" as defined in the POPI Act. The Client shall comply with all of the obligations imposed on a responsible party in terms of the POPI Act, and hereby indemnifies The Argo and holds The Argo harmless against any claim, action, loss, damage or expense (including legal expenses) incurred by The Argo as a result of any material and/or negligent breach by the Client of any of the provisions of the POPI Act, unless it is caused by the non-compliance of The Argo of any provisions of clause 2.4 below.
- 2.4 The Argo shall comply with the provisions of the POPI Act which specifically applies to an operator, in that The Argo shall:
- 2.4.1 shall treat the personal information of which comes to its knowledge during the course of providing the Works, as confidential and not disclose it unless required by law, the rules of a publicly recognised stock exchange, or in the course of implementing the rights and obligations set out in this Agreement;
- 2.4.2 ensure that it establishes and maintains security measures not less rigorous than the security safeguards and practices generally maintained by The Argo in respect of its own confidential information of a similar nature, and take appropriate, reasonable, technical and organisational measures to prevent loss of, damage to, or unauthorised destruction of personal information, and unlawful access to, or processing of personal information by:
- 2.4.2.1 identifying all reasonable foreseeable internal and external risks to personal information in its possession or under its control;
- 2.4.2.2 establish and maintain appropriate safeguards against the risks identified;

- 2.4.2.3 regularly verify that the safeguards are effectively implemented; and
- 2.4.2.4 ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards;
- 2.4.3 not transfer the personal information outside of South Africa without the prior written consent of the Client;
- 2.4.4 notify the Client promptly (within 48 hours) where there are reasonable grounds to believe that the personal information has been accessed or acquired by an unauthorised person; and
- 2.4.5 upon request by the Client, cooperate and provide reasonable assistance to the Client in relation to any request for access to, or the correction of personal information, or in relation to any investigation undertaken pursuant to a complaint made by any third party in relation to the processing of personal information, or by any regulatory body.
- 2.5 The Client hereby consents to The Argo publishing certain details of the Works performed in terms of this Agreement, including the identity of the Client (and excluding any confidential information of the Client) solely for the purpose of marketing and promoting its business, products and/or service offerings.

3. Collection of Personal Information for Sales, Marketing, and Website Analytics

- 3.1 The Argo may also collect personal information from The Argo website, including through the use of cookies, for sales and marketing purposes. This includes information voluntarily provided by visitors and Clients through contact forms, subscription forms, or other interactive elements on The Argo website. Additionally, The Argo may collect certain information through cookies, such as IP addresses or online identifiers. The types of personal information collected may include:
 - Name
 - Email address
 - Phone number
 - Company name
 - Company website
 - Company industry
 - Company size
 - LinkedIn profile
 - Job title

- 3.2 We collect this information, including that obtained through cookies, to:
- Respond to inquiries and provide information about our services
 - Send promotional materials, newsletters, and updates
 - Conduct market research and analysis
 - Customise and improve our website user experience
- 3.3 We process this personal information based on your consent or our legitimate interests in promoting our services and engaging with potential clients. In regard to cookies, we rely on Client consent, which can be managed or revoked through cookie consent tools or browser settings.
- 3.4 If the Client no longer wishes to receive marketing communications from The Argo or wants to manage the Client's cookie preferences, the Client can opt out by following the instructions provided in The Argo's communications or by adjusting the Client's browser settings to control or delete cookies.