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Policy: POPIA (South Africa)

1. Parties

This Agreement is between the client providing Online Draughtsman and Eternal Industrial Revolutions with personal information (the 'Responsible Party') and Online draughtsman/ Eternal Industrial Revolutions (the 'Operator' or 'Service Provider').

2. Purpose

The Responsible Party engages the Service Provider to perform services that may require access to and processing of personal information (including, where applicable, special personal information such as contact data) in accordance with the Protection of Personal Information Act, 2013 (POPIA) and applicable regulations.

3. Key Definitions

- Personal Information: Information relating to an identifiable, living person and, where applicable, an identifiable juristic person.
- Special Personal Information: Information including health data and other categories defined by POPIA.
- Processing: Any operation concerning personal information, including collection, storage, use, sharing, modification, and deletion.
- Data Subject: The individual to whom the personal information relates.
- Information Officer: The person designated by the Responsible Party under POPIA to oversee compliance.

4. Operator Obligations

The Service Provider shall:

- Process personal information only on documented instructions from the Responsible Party.
- Treat all personal information as confidential.
- Implement reasonable technical and organisational security measures.
- Not appoint sub-processors without written authorisation.
- Assist in responding to Data Subject requests.
- Notify the Responsible Party of any data breaches.
- Not transfer personal information outside South Africa without authorisation.
- Maintain compliance records and cooperate with audits.



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5. Direct Marketing & Consent

Direct marketing activities will only proceed where the Responsible Party has obtained explicit, recorded consent from the data subject for the relevant channel(s). Both parties will retain evidence of consent and manage opt-outs accordingly.

6. Special Note for Medical/Health Contexts (If Applicable)

Where services involve special personal information (e.g., patient or health data), the parties will implement enhanced safeguards, ensure purpose limitation, restrict access to trained personnel, and avoid combining data for unrelated marketing or profiling without explicit consent.

7. Retention & Deletion

Personal information processed will be retained only as long as necessary. Upon termination or on written request, the Service Provider will securely delete or return personal information.

8. Audit & Compliance

The Responsible Party may audit compliance with POPIA. The Service Provider will provide necessary information and access, subject to confidentiality and security.

9. Indemnity

Each party indemnifies the other against direct losses arising from breach of this Agreement or POPIA, to the extent permitted by law.

10. Governing Law

This Agreement is governed by the laws of the Republic of South Africa.

11. Term & Termination

This Agreement automatically comes into effect & commences on the Date information is exchanged between the Responsible party and the Service Provider and continues for the service term. Either party may terminate on written notice for material breach.

ENDS