



DAINFERN

Note: This agreement is to be used where the service provider to the Responsible Party is performing the duties of an Operator as defined in the POPI Act. Examples of this are:

- Accountants
- Lawyers
- IT support companies
- Other companies responsible for any aspect of the processing of personal information as a service to the Responsible Party, in other words performing the duties of an Operator as defined in the POPI Act.

Responsible Party and Operator Agreement
in terms of compliance with the Protection of Personal Information
Act, No. 4 of 2013.

Name and address of Responsible Party:

Name of company: Dainfern Homeowners Association NPC
 Registered address: 633 Gateside Avenue, Dainfern Golf Estate, Midrand

Name and address of Operator:

Name of company: In The CreativeBox (Pty) Ltd
 Registered address: The Campus, 10 Trent crescent, 57 Twickenham, Bryanston, Johannesburg, SA 2191

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1 Definitions

Term used	Definition source
Operator	As defined in Section 1 of the Act
Personal information	As defined in Section 1 of the Act
Processing	As defined in Section 1 of the Act
Regulator or Information Regulator	As defined in Section 1 of the Act
Responsible Party	As defined in Section 1 of the Act
Security safeguards	As defined in Section 19 of the Act
Sub-operator	Authorised sub-contractor working on behalf of the Operator
The Act	Protection of Personal Information Act, No. 4 of 2013

2 Introduction

This document defines the duties of the Operator (In The CreativeBox (Pty) Ltd) in terms of the processing of personal information under the rights of the Responsible Party (Dainfern Homeowners Association NPC) in compliance with the Protection of Personal Information Act, No. 4 of 2013.

3 Data Operator duties

The data operator agrees to:

- comply with the security measures as referred to in Section 19 of the Act
- comply with the processing conditions as referred to in Section 20 of the Act
- comply with the security measures as referred to in Section 21 of the Act
- allow the Responsible Party to fulfill its duties as stated in Sections 19 to 21 of the Act

In practice this means the Operator agrees to:

- only use and disclose the personal data in accordance with the Responsible Party's instructions
- take reasonable and appropriate, organizational, and technical security measures to protect the data supplied by the Responsible Party
- permit the Responsible Party to audit the Operator in terms of their compliance with Sections 19 to 21 of the Act
- comply with requests by the Responsible Party which relate to requests for access to the relevant personal information following the receipt of a valid and approved data subject request.

The Operator is not permitted to sub-contract any of the processing of the data supplied by the Responsible Party without first -

- Ensuring the sub-contractor (sub-operator) will be compliant with the requirements of Sections 19 to 21 of the Act
- Gaining prior written permission of the Responsible Party

The Operator also agrees to

- Co-operate with any action required to fulfill the demands of the

Information Regulator as outlined in the Act, whether directly by the Information Regulator or indirectly by the Responsible Party

4 Rights of the Responsible Party

An audit of the compliance of the Operator with Sections 19 to 21 of the Act to be conducted by the Responsible Party or its authorized agent may include but is not limited to:

- ensuring that the Operator makes appropriate security checks on its staff
- ensuring that the Operator transfers data securely
- ensuring that the Operator reports any security breaches or other problems to the Responsible Party
- in any other way fulfill the duties of the Responsible Party as outlined in Section 21 of the Act

5 Variation of contract terms

- It is the duty of the Responsible Party to monitor any changes to the Act and associated regulations and to ensure ongoing compliance with the Act. This may require amendment from time to time of this agreement.

6 Termination

Termination of Responsible Party and Operator agreement in terms of processing of personal information

- Where the Operator is found by the Regulator to have not fulfilled its obligations in terms of compliance with the Act, the Responsible Party has the right to cancel the agreement with the Operator with immediate effect.
- Whether for fault or any other termination reason, the Operator must return or effectively destroy all personal information processed on behalf of the Responsible Party without delay, unless you are required to retain such records in terms of other legislation or regulations.

7 Agreement signed by

Responsible Party: **Dainfern Homeowners Association NPC**

Peet	Trollip	Interim General Manager
_____	_____	_____
Name	Surname	Position

Operator: **In The CreativeBox (Pty) Ltd**

Roy	Wasonga	Director
_____	_____	_____
Name	Surname	Position

Date of effect of agreement:

02 June 2022

Date of next review of the agreement: Twelve calendar months from date of effect.