

## **Personal Information Policy**

The e-CPD.pro Policy document has been drafted in accordance with existing legislation such as the Protection of Personal Information Act (POPIA) and the Consumer Protection Act (CPA) which may be amended from time to time.

This Privacy Policy lays down the rules of protecting e-CPD.pro Service Customers and users in connection with the processing of their data. We value your trust, and we do the utmost to help you feel in control of your data.

The policy manages the manner in which e-CPD.pro captures, stores, uses, maintains and discloses information collected from users on the e-CPD.pro website. The policy is applicable to the site and all products and services provided by e-CPD.pro.

Below we have described, as transparently as possible, the scope of the data we process in connection with the use of our Service, Mobile App and Website and the purposes and methods of the processing.

Use of the Website, the Service or the Mobile App means acceptance of all the rules followed by e-CPD.pro, so please learn their content beforehand. If you do not agree to the rules laid down in this Privacy Policy, Terms & Conditions document, do not commence the use of our Services, the Mobile App and Website.

### **Personal Identification Information**

When users of our website navigate the site/other AccuSpec/e-CPD.pro services, we may collect personal identification information from users in a variety of ways, including, but not limited to, when users visit our site, register on the site, purchase a course, fill out a form, subscribe to the newsletter and in connection with other activities, services, features or resources we make available on our site. Users may be asked for, as appropriate, name, email address, physical address, phone number, professional registration information, location, identification numbers or others.

We receive some data directly from users, for instance when users are creating an Account, filling out a contact form, managing their Account, filling out user profile details, enrolling in a course or webinar organised by e-CPD.pro and our partners, contacting us for technical assistance. If users subscribe to the fee-based courses on the platform, we also process their payment data.

When users communicate with us to give us an opinion on our Website, Service, published content, to receive technical support – we collect the information users provide to use within such communications, and also the visitor's IP address and browser user agent string to help spam detection. If users contact us directly, for instance to receive customer service, the phone calls or chats with our representatives may be monitored or recorded.

You may also post various files and data during an Event held using our webinar service, which includes importing your contacts and building the list of users – if you do this, we will process such data for you. For instance, if you want to present presentations during an Event, you must first add the file to the Webinar Account, and we must download the content of that file to allow you to display the presentation to the Participants during the Event.

We will collect personal identification information from users only if they voluntarily submit such information to us. Users can always refuse to supply personal identification information, except that it may prevent them from engaging in most site related activities.

### **Non-personal identification information**

We may collect non-personal identification information about users whenever they interact with our site/ other AccuSpec/e-CPD.pro services.

### **Data obtained automatically during the use of the Website or the Webinar Services**

Whenever you use our other Webinar Services, the Mobile App or the Website, also as an Event Participant, we record your visits and your interactions with Services, the Mobile App or the Website. They include data about your use of our other Services, the Mobile App or the Website, the performance of our Services, the Mobile App and the Website, the functionalities you use, the Website pages you visit and the links or content you click, the setting you choose, the problems that arise during your use of the Services, the Mobile App or the Website. These activities are saved for instance in our system and application logs. In connection with the above activities, we may receive information about the URL address of the website from which you are coming and of the destination website when you leave the Website or stop using the Service. We also receive information about your IP address, the proxy server, the operating system, the web browser, general location data (not based on GPS), CPU usage and the Internet service providers utilized and other similar information.

Furthermore, when you contact us for troubleshooting or support, we collect detailed data connected with the incident you are reporting, including information about the condition and configuration of your device and service at the moment of error occurrence and analysis.

We treat all the above information as Personal Data when they are tied to your Profile Account or with other "hard data" that identify you directly. Otherwise such data are in principle non-personal data.

## **Cookies and similar technologies**

Our site uses "cookies" to enhance user experience.

We use cookies (small text files saved on your device) and other similar technologies to provide the service, improve performance efficiency and offer increasingly improved functionalities to our Website users and Webinar Service Customers. Analysis of data from such technologies shows us which content on our Website or Service feature, you find the most interesting and which is less popular. Cookies allow us also to store your preferences and settings, to handle your logging into the account, fight fraud. We also allow some other entities to use cookies in line with the description in our Privacy Policy.

A user's web browser places cookies on their hard drive for record-keeping purposes and sometimes to track information about them.

Cookies represent a technology that saves data and collects them from the devices which you use to visit our Website or use our other Services. Cookies are created automatically by the web browser you use, and they can only be read by the site from which they come from.

Users may choose to set their web browser to refuse cookies, or to alert you when cookies are being sent. If you do so, note that some parts of the site may not function properly.

## **Embedded content from other websites**

Articles on this site may include embedded content (e.g. videos, images, articles, etc.). Embedded content from other websites behaves in the exact same way as if the visitor has visited the other website.

These websites may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with that embedded content, including tracking your interaction with the embedded content if you have an account and are logged in to that website.

## **How we use collected information:**

The rules that govern the processing of your data differ depending on whether you are a Website or Webinar, Mobile App user.

AccuSpec(Pty)Ltd (e-CPD.pro) collects and uses users personal information for the following purposes:

- **To improve customer service.**  
Your information helps us to more effectively respond to your customer service requests and support needs.
- **To personalize user experience.**  
We may use information in the aggregate to understand how our users as a group use the services and resources provided on our site, and how we can improve on our service offering.
- **To improve our site.**  
We continually strive to improve our website offerings based on the information and feedback we receive from you.
- **To process transactions.**  
We may use the information users provide about themselves when purchasing a course or pay for an event, only to provide service to that order. We do not share this information with outside parties except to the extent necessary to provide the service.
- **To prevent fraud and unauthorised usage.**  
We may process your data to prevent, detect and fight fraud and violations, to protect our partners and users from such fraud and to ensure network and information security. We believe that we have a legitimate interest in conducting the required verifications to detect and prevent potential fraud and violations. We understand that the processing of such data is beneficial for everyone, and in particular for you and our partners, because it helps us establish the measures to protect you against transmission of malware, attempts to disrupt your Events or fraud attempts by third parties.
- **To keep you up to date on new course content and CPD Certificates.**
- **To send periodic emails.**  
The email address users provide for booking and course purchase processing, will only be used to send them information and updates pertaining to their course/event payment. It may also be used to respond to their inquiries, and/or other requests or questions. If user decides to opt-in to our mailing list, they will receive emails that may include company news, updates, related product or service information, etc. If at any time you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or you may contact us via our site.

- **To measure performance based attentiveness.**

SACAP requires that all educational CPD attentiveness be accurately measured and kept on record. Our website and Webinar Service may collect data about you, use cookies, embed additional third-party tracking, and monitor your interaction with the webinar and embedded content, including tracking your interaction during a webinar or course and with the embedded content if you are logged in to the website or Webinar or Mobile App.

## **How we protect your information**

We adopt appropriate data collection, storage and processing practices and security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored on our site.

Our site is also in compliance with PCI vulnerability standards in order to create as secure of an environment as possible for users.

## **Who we share your data with**

Your data is securely stored and may be shared with third parties in order to fulfil the services we are offering, such as passing on your registration details to a webinar host for accreditation. For direct content providers to get in contact with you to request feedback on the effectiveness of their course content and if agreed to by you, direct contact and marketing.

## **Data disclosure within the Service**

### **Events & Webinars**

If you participate in an event organised through our other services, your first and last name, if you provided it during registration for the event, as well as any information you provide on chat during the event, the chat may be visible to other participants of the event. Additionally, if you are a Presenter in the event – and the Host gives you an audio or video transmission authorisation, your voice or image will be shared with other participants of that event. The event host may decide to share the event recording with a broader audience, for instance to publish it on e-CPD.pro or carry out a live broadcast – in such case other people will be able to see your personal data visible in the recording.

Your information is never publicly available and will never be shared outside of the direct service providers.

## Other data recipients

We transfer your data to the following categories of recipients:

- **Processors.** We use providers who process your Personal Data only at our instruction, as processors acting on our behalf. They provide services covering certain functionalities of all our services (sending e-mails), hosting services, Customer service support and services connected with security incident tracing and response, troubleshooting and problem solving in all our services or on the Website, for the purpose of Website traffic analysis and analysis of the success of marketing campaigns.
- **Other controllers.** We work with entities who do not act exclusively on our instructions and who independently establish the purpose and methods of processing your personal data or non-personal data, for instance payment institutions that enable you to pay for the webinars and courses online. We use the services of such third parties (controllers) also to reach you with our course communications outside the Website. Their services involve presenting our communications to you on websites other than the e-CPD.pro website. To that end, the third-party controllers install e.g. a code or pixel to collect information about your activity within the website or the webinar service.
- **Public authority / Voluntary association.** We provide your personal data when requested by competent public authority (e.g. SACAP) or voluntary associations in connection with their legal obligation to perform a public function, such as issuing of CPD certificates.
- **Content Partners.** We provide your personal data such a name, surname, email address to our content partners, whose courses you completed or events you attended, as means of requesting feedback on the effectiveness of their content in their CPD courses or events. Content Partners need to submit attendance and completion records to Government associations to track transformation analytics in South Africa.

## **How long we retain your data for**

Your data is retained indefinitely, as long as is required to provide the continuous service to you. Your personal details for online courses are stored and archived securely after 24 months. If you would like your data deleted, please contact us to request it. Deleting your data means that you will have to re-register on the website to gain access to the website and all its content.

If you leave a comment, the comment and its metadata are retained indefinitely. This is so we can recognise and approve any follow-up comments automatically instead of holding them in a moderation queue.

For users that register on our website or webinar service, we also store the personal information they provide in their user profile. All users can see, edit, or delete their personal information at any time (except they cannot change their login email). Website administrators can also see and edit that information.

## **What rights you have over your data**

If you have an account on this site/or other e-CPD.pro services, or have left comments, you can request to receive an exported file of the personal data we hold about you, including any data you have provided to us. You can also request that we erase any personal data we hold about you. This does not include any data we are obliged to keep for administrative, legal, or security purposes.

## **Third party websites**

Users may find advertising or other content on our site that link to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these sites and are not responsible for the practices employed by websites linked to or from our site. In addition, these sites or services, including their content and links, may be constantly changing. These sites and services may have their own privacy policies and customer service policies. Browsing and interaction on any other website, including websites which have a link to our site, is subject to that website's own terms and policies.

## **Changes to this privacy policy**

AccuSpec(Pty)Ltd / e-CPD.pro has the discretion to update this policy document at any time. We encourage you to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications.

By using this site, you acknowledge your acceptance of this complete document stating our privacy policy, terms of service, and disclaimer. If you do not agree to this document, please do not use this site. Your continued use of the site following the posting of changes to this policy document will be deemed your acceptance of those changes.



## Terms & Conditions

The use of the platform [www.e-CPD.pro](http://www.e-CPD.pro) and its contents and webinar services are subject to the following terms and conditions. By using the site, you accept and agree to be legally bound by these Terms and Conditions, whether or not you are registered on the site.

e-CPD.pro is owned and managed by AccuSpec (Pty)Ltd

### Rules of Conduct

- When registering on the site, you agree to provide accurate and complete information when creating or updating your account profile. You are responsible for providing the correct category of registration and correct SACAP / Council body number.
- You are solely responsible for any activity that occurs on your account, and it is your responsibility to keep your account username and password secure.
- You agree to notify us immediately of any unauthorized use of your account or breach of security.
- You may not use another user's account without permission.
- It is your sole responsibility to access and download your CPD certificates and not store them on the site. Your CPD certificates will not be emailed to you, except at the discretion of the e-CPD.pro directors.
- When engaging in any form of contact (e.g. email, text message, phone call) with any employee or content partner of AccuSpec (Pty) Ltd / e-CPD.pro, you will do so in a professional, courteous, and respectful manner. Unprofessional and disrespectful communication will not be responded to.
- We reserve the right to terminate your account if you violate any of these Terms and Conditions or fail to comply with our requests concerning your account.
- We reserve the right at any time at our discretion, to cease providing any content, to change or discontinue any aspect or element of the site, or to cease making the site available.
- Nothing in these Terms and Conditions or on the site will be construed as granting you any right or license to use any trademarks, or logos displayed on the site. You agree not to use or register any name, logo, or insignia of AccuSpec (Pty)Ltd or e-CPD.pro for any purpose except without prior written consent.

### The Website Content and Copyright

All rights including copyright and database rights in the site, our webinar services and all its content, including but not limited to text, images, features, concepts, designs, selection and arrangement thereof, functionality, graphics, video material, audio material, and any other content available on the site and all its content, are owned by AccuSpec (Pty) Ltd and/or our Partners, and are not be copied, reproduced, create derivative works or similar sites from, in any manner.

## Use of the Site and the Content

You may only make non-commercial use of the site, our other services and its content. You may access the content for your own personal use only. You may not reproduce, retransmit, publish, distribute, display or otherwise make available any of the content to others, neither for remuneration nor for free.

You may not modify, copy, reproduce, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer, sell or make available any of the content (whether in hard copy or in electronic format) obtained from the site, without written consent from the AccuSpec directors or their Partners.

## Disclaimer

- All the information on this website is published in good faith and for general information purposes only.
- Please note that the opinions expressed by authors of articles/ courses or lecturers hosted on e-CPD.pro and their other services, are the personal opinions of said authors and lecturers, not necessarily the opinions shared by e-CPD.pro.
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- e-CPD.pro and our Partners make no warranty about the accuracy, reliability, completeness, timeliness, sufficiency or quality of the site/ webinar services, or the content, nor that any particular content will continue to be made available. Any action you take upon the information you find on this website, is strictly at your own risk.
- e-CPD.pro / AccuSpec or its Partners, will not be liable for any losses and/or damages in connection with the use of this website or our other services.
- From our website you can visit other websites by following hyperlinks to such external sites. While we strive to provide only quality links to useful and ethical websites, we have no control over the content and nature of these sites. You agree that we will have no responsibility or liability with regard to you using any of the linked third-party sites.
- These links to other websites do not imply a recommendation for all the content found on these sites. The site owners and content may change without notice and may occur before we have the opportunity to remove a link which may have been classified as 'unsafe'.
- Please be aware that when you leave our website, other sites may have different privacy policies and terms which are beyond our control. Please be sure to check the Privacy Policies of these sites as well as their "Terms of Service" before engaging in any business or uploading of information.

- Neither we nor our Partners warrant that the e-CPD.pro site or webinar service, will operate without error or interruption, or that the site or its server is an/or will always be free of computer viruses or other harmful materials.

## **Your acceptance of these terms**

By using this site and other AccuSpec e-CPD.pro services, you acknowledge your acceptance of this complete document stating our privacy policy, terms of service, and disclaimer. If you do not agree to this document, please do not use this site. Your continued use of the site will be deemed your acceptance of the entire policy document.

## **Limitations of Liability and Remedies**

Your use of the site/other AccuSpec e-CPD.pro services and its content is at your own risk. In no event shall we or our Partners be liable to you, in contract or otherwise, for any indirect, special, incidental, consequential, punitive, exemplary or other such damages arising out of or relating to the site/ other AccuSpec e-CPD.pro services or the content, or your use of the site or the content, or these Terms and Conditions, even if the site/ other AccuSpec e-CPD.pro services or content is defective or we are negligent or otherwise at fault, and regardless whether we are advised of the possibility of such damages, if, notwithstanding the other provisions of these Terms and Conditions, we or our Partners are found liable to you (in contract or otherwise) for any damage or loss arising out of or relating to the site/other AccuSpec e-CPD.pro services or the content, or your use of the site/ other AccuSpec e-CPD.pro services or the content, or these terms and conditions, our liability and the liability of our Partners shall in no event exceed fifty Rand (ZAR50) in aggregate, even if the site/other AccuSpec e-CPD.pro services or the content is defective or we are negligent or otherwise at fault, the foregoing limitations shall apply to the fullest extent permitted by applicable law.

## **Indemnity**

You agree to indemnify and hold harmless AccuSpec (Pty) Ltd /e-CPD.pro and our Partners, and our and their respective officers, fellows, governing board members, directors, employees, and agents, voluntary associations from and against all claims, actions, suits, damages, liabilities, and costs (including, without limitation, reasonable legal fees) arising from or relating to your use of the site other AccuSpec e-CPD.pro services or any of the content.

## **Governing Law and Jurisdiction**

This agreement shall be governed and construed and interpreted in accordance with the laws of the Republic of South Africa.

## **Payment policy**

The provision of PAID courses and services by e-CPD.pro or its Partners, is subject to availability. In cases of unavailability, e-CPD.pro or its Partners will refund the client in full within 30 days.

### **Payment options accepted**

Payment may be made via Visa and MasterCard and EFT.

### **Card acquiring and security**

Card transactions will be acquired for AccuSpec / e-CPD.pro via PayGate (Pty) Ltd who are the approved payment gateway for all South African Acquiring Banks. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

### **Customer details separate from card details**

Customer details will be stored by e-CPD.pro separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

### **Merchant Outlet country and transaction currency**

The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction currency is South African Rand (ZAR).

## **Responsibility**

- **General**
- If any provision of these Terms and Conditions is held to be invalid or unenforceable, that provision, to the extent unenforceable, shall be struck, and shall not affect the validity or enforceability of the remaining provisions.
- Your rights under these Terms and Conditions are personal, nonexclusive and non-transferable.
- Headings are for reference purposes only and in no way define or limit the scope or extent of any provision of these Terms and Conditions.
- Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.
- Changes to Terms and Conditions are binding. We may change these Terms and Conditions from time to time without notice. Your use of the site/other AccuSpec e-CPD.pro services or any of its content after any changes have been made will constitute your agreement on a prospective basis to the modified Terms and Conditions and all of the changes. Accordingly, you should read these Terms and Conditions from time to time to familiarize yourself with any changes.

- These Privacy Policies and Terms and Conditions set forth the entire understanding and agreement between you and us with respect to the use of the site, additional services and the subject matter thereto.