



PAIA MANUAL

ACCESS TO INFORMATION MANUAL

As required by Section 51 of the Promotion to Access of Information Act No 2 of 2000 (PAIA).

This manual helps you get access to our information

This manual will help you get access to information we hold. We are required in terms of PAIA to make this manual available to you so you can see what type of information we have, as well as how you can request to get access to it.

Our details

Company name	AMOK DIGITAL (Pty) Ltd
Registration Number	2014/190837/07
Physical Address	001 Magalieszicht Ave Albury Park, Building 4 – Hyde Park Office Space Online – Suite 13 - 16 Dunkeld West 2196
Postal Address	PO Box 2544, Olympus ext. 24, Pta
Telephone Number	+27 11 593 3269
General contact email address for the company	+27 11 593 3269
Email address for heads of the company	amok@amokdigital.co.za
Website	www.amokdigital.co.za

Further guidance on how you can get access to information

If you would like to find out more information about PAIA you can contact the South African Human Rights Commission ("SAHRC") who has compiled a guide, in each official language on how to exercise any right contemplated in PAIA. If you want to get the guide, the SAHRC can be contacted as set out below:

The South African Human Rights Commission:

Postal address: Private Bag 2700
Houghton
2041

Telephone: +27 11 484-8300
Fax: +27 11 484-0582
Website: www.sahrc.org.za

The records we hold

A description of the records held by the company, as required by section 51(1)(e) of PAIA, is set out in the table below.

CATEGORIES OF RECORDS ON EACH SUBJECT	FORM HELD	AVAILABILITY
1. Company Secretarial Records		
Company Incorporation Documents	Electronic and physical	Automatically available
Names of Directors	Electronic and physical	Automatically available on company website
Salaries of Directors	Electronic and physical	Not automatically available
2. Financial Records of the Company		
Financial statements	Electronic and physical	Not automatically available
Documents relating to taxation of the company	Electronic and physical	Not automatically available
Financial Agreements	Electronic and physical	Not automatically available
Banking Details	Electronic and physical	Not automatically available
3. Insurance of Company		
Insurance Policies held by the Company	Electronic and physical	Not automatically available
Register of all immovable property owned by the company	Electronic and physical	Not automatically available
4. Employees		
List of Employees	Electronic and physical	Not automatically available
Personal information of employees	Electronic and physical	Not automatically available
Employee contracts of employment	Electronic and physical	Not automatically available
Pension Funds & Provident Fund	Electronic and physical	Not automatically available
Salaries of Employees	Electronic and physical	Not automatically available
Leave records	Electronic and physical	Not automatically available
5. Company Policies and Directives		
Internal relating to employees and the company	Electronic and physical	Not automatically available
External relating to clients and other third parties	Electronic and physical	Not automatically available

6. Agreements or Contracts		
Standard Agreements	Electronic and physical	Not automatically available
Contracts concluded with customers	Electronic and physical	Not automatically available
NDA's	Electronic and physical	Not automatically available
Letters of Intent, MOU's	Electronic and physical	Not automatically available
Third party contracts (such as JV agreements, Other Agreements etc.)	Electronic and physical	Not automatically available
Office management contracts	Electronic and physical	Not automatically available
Supplier contracts	Electronic and physical	Not automatically available
7. Regulatory		
Licenses or Authorities	Electronic and physical	Not automatically available
8. Published Information		
External Newsletters and Circulars	Electronic	Automatically available
Internal Newsletters and Circulars	Electronic	Not automatically available
Information on the company published by third parties	Electronic	Not automatically available
9. Customer Information		
Customer Details	Electronic and physical	Not automatically available
Contact details of individuals within customers	Electronic and physical	Not automatically available
Communications with customers	Electronic and physical	Not automatically available

How you can request Access

In order to comply with our obligations in terms of PAIA we have authorised and designated Miralda de Waal to deal with all matters relating to PAIA. In order to request access to a record please complete the Request for Access Form which is available at www.sahrc.org.za and submit it to the company at its physical address, its fax number or general contact email address provided above.

Information we hold to comply with the law

We hold information in accordance with the following legislation:

1. Basic Conditions of Employment No. 75 of 1997
2. Companies Act No. 761 of 2008
3. Consumer Protection Act 68 of 2008
4. Electronic Communications and Transactions Act 25 of 2002
5. Employment Equity Act No. 55 of 1998
6. Income Tax Act No. 95 of 1967
7. Labour Relations Act No. 66 of 1995
8. National Credit Act 34 of 2005
9. Protection of Personal Information Act No. 4 of 2013
10. Value Added Tax Act No. 89 of 1991

Other Information as may be Prescribed

The Minister of Justice and Constitutional Development has not made any regulations in terms of section 51(f) of the Act.

We may refuse you access to protect others

In terms of PAIA we are allowed to refuse you access to certain documents.

These grounds for refusal are to protect –

- the privacy of another person;
- commercial information of another company;
- confidential information of another person;
- the safety of individuals and property;
- records privileged from production in legal proceedings; and
- research information.

You will be notified in writing whether your request has been approved or denied within 30 calendar days after we have received a completed Request for Access Form. Should any record of the company requested by you not be found or not exist, the company will, by way of affidavit, notify you that it is not possible to give access to that particular record.

In what form we will give you access

If your request for access to records of the company is approved, we will determine how we will provide access to you, unless you have requested access in a specific form.

How much it will cost you

Section 52 (3) states that fees payable for access to records are to be prescribed. The prescribed fees are as set out in the **Fee Schedule** which is available at www.sahrc.org.za.

Processing Personal Information

In terms of POPI we are required to detail how and what personal information we process. We process personal information to save you time and money by helping you find the most suitable products or services for your needs. To better understand our data subjects so we can match you with the most suitable provider who best caters for your needs.

We process the personal information of economically active people in SA who are older than 18. We process many different kinds of personal information, mainly names, numbers, address.

We provide your information to providers of products or services who can offer the best deals on what you want, saving you money and time.

We do not plan to transfer personal information across borders out of SA, but we may do so to secure or backup the data, or for technical reasons. The nature of cloud computing means that some data may be transferred across borders. Where it is within our control we will only transfer data to other countries who have similar privacy and data protection laws as our own.

How we protect personal information

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

The services we use make use of relatively secure data transmission and storage technologies to reasonably protect your personal information from unauthorised disclosure and maintain your personal information's integrity.



TERMS OF USE FOR THE WEBSITE

TERMS OF USE

Introduction

Welcome to www.amokdigital.co.za and service owned and operated by AMOK DIGITAL (PTY) LTD. ("AMOK", "we" or "us"). This page explains the terms by which the user ("you, your or yourself") may use our website and service.

Acceptance of Terms

These terms and conditions become effective when you access the website and constitute a binding agreement between us and yourself, which will always prevail. The current version of these conditions will govern our respective rights and obligations each time you access this website.

The service is comprised of a free service accessible by all users and a paid service only accessible by registered users ("Subscriber"). By accessing or using the AMOK service, website, applications, software provided in connection with the paid service ("Service"), you signify that you have read, understood, and agree to be bound by these Terms of Use, whether or not you are a Subscriber. If you do not agree with any provision contained in these Terms of Use, please do not use this website.

Use of the Website

By accessing the website, you warrant and represent that your use of the website is for lawful purposes and that you are over 18 years of age and can legally conclude a binding agreement with us. You further warrant that you will not contravene any South African or International laws by using the website, the Service or any information provided to you by us through your use of the website.

Except as expressly authorised by these terms, you may not use, alter, copy, distribute, or transmit the content of this website.

Use of Information

AMOK conducts its business in accordance with South African legislation affecting its business. We value the privacy of your information and will protect your personal information in accordance with all relevant laws and regulations as set out in our Privacy Policy.

By accepting these terms and conditions, you expressly acknowledge, agree and consent to us and our suppliers using your confidential personal information (including but not limited to, names, addresses, identifying numbers, contact details and credit card information) in order to provide the Service.

Amendment of Terms and Conditions

We reserve the right, in our sole discretion, to amend these terms and conditions at any time and without notice. Any such amendments will come into effect immediately and automatically. If we do this, we will post the amended terms and conditions on this page and indicate at the bottom of the page the date the terms and conditions were last revised. You agree to review these terms and conditions whenever you visit the website for any such amendments.

If you do not agree to any of these terms or any future Terms of Use, do not use or access (or continue to access) the Service.

Content of Users

There are certain areas of the Service that may allow Users to add questions, data, and other information (“User Content”). You are solely responsible for your User Content that you upload, display, or otherwise make available (hereinafter, “add”) on the Service, and you agree that we are only a reporting service for the online sharing, distribution and publication of your User Content. AMOK will not review or reference any such User Content as provided herein except as provided in the Subscriber Terms or in our Privacy Policy or as may be required by law. Except as provided in the Subscriber Terms, all User Content is owned by the User who adds it to the Service. AMOK does not have, nor does it claim, any ownership rights in any User Content.

You agree not to add any User Content that (a) contains any information or content that is not legally permitted; (b) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships; or (c) contains any information or content that you know is not correct and accurate. You agree that any User Content that you add does not and will not violate any third-party rights of any kind.

Copyright and Intellectual Property Rights

For the purposes of these terms and conditions, “Intellectual Property Rights” means all patents, copyrights, trademarks, trade secrets and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any country, territory or other jurisdiction.

Except for your User Content, the Service and its materials, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, copyrights and photographs (the “AMOK Content”), and all Intellectual Property Rights related thereto, are the exclusive property of AMOK.

Except as explicitly provided herein, nothing in these terms and conditions shall be deemed to create a license in or under any such Intellectual Property Rights and you agree that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (a) modify, port, translate, localize or create derivative works of the Service or any documentation relating to the provision of the Service; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Service by any means whatsoever, or disclose any of the foregoing; (c) sell, lease, license, sublicense, copy, market, reproduce, transmit or distribute the Services without the express written consent of AMOK; (d) encumber or suffer to exist any lien or security interest on any of the Service; and (e) knowingly take any action that would cause the Service to be placed in the public domain. Use of the AMOK Content or materials on the Service for any purpose not expressly permitted by these terms and conditions is strictly prohibited.

You understand and acknowledge that you may be exposed to User Content that is inaccurate and you agree that AMOK will not be liable for any damages you allege to incur as a result of such User Content.

Disclaimer of Warranties and Liabilities

AMOK does not make any warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website and the Service and the website and Service made available via the website are provided "as is" does not make any warranty or representation that information and the Service advertised on the website are appropriate for use in any jurisdiction.

Use of this site, the content and the Service are at your own risk. AMOK does not make any representations, warranties or conditions about the quality, accuracy, reliability, completeness, or timeliness of the site, the content or the Service.

AMOK does not assume any responsibility for any errors, omissions or inaccuracies in the site, the content or the Service.

Neither AMOK nor its directors shall be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential) and/or expense of any nature whatsoever which may be suffered by you or any third party, as a result of or which may be attributable, directly or indirectly, to your access and use of the website and/or any information contained on or received via the website, your use of the Service and/or your reliance on any information offered via the website and Service.

Without limiting the generality of the foregoing, neither AMOK nor its directors shall be liable for any loss of business, loss of data and/or loss of profits, any failure and/or unavailability of the website for any reason whatever and/or the failure/delay by any third party service provider to render any service/s which are necessary to ensure the availability of the website.

You hereby indemnify AMOK and its directors against any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable directly or indirectly to the aforesaid.

Without limiting the generality of the foregoing, AMOK shall not be liable to you or any third party for any loss or damage of whatsoever nature in the event that you request that an order is stopped or cancelled.

The content is provided for informational purposes only and is not intended to provide financial advice to you and you should not rely upon the content to provide any such advice. You should seek the advice of professionals regarding the evaluation and verification of any content provided on the website and, in any event, prior to making any financial decisions based on such content.

Indemnity

You agree to defend, indemnify and hold harmless AMOK, its officers, subsidiaries, affiliates, successors, assigns, directors, agents, service providers, suppliers and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorneys' fees) arising from: (i) your use of and access to the website and/or the Service; (ii) your violation of any term of these Terms of Use; (iii) your violation of any third party right, including without limitation any copyright, trademark, trade secret or other property, or privacy right; or (iv) any claim that the User Content caused damage to a third party. This defence

and indemnification obligation will survive termination, modification or expiration of this Terms of Use and your use of the Service and the website.

External Links

External links may be provided for your convenience, but AMOK makes no representations whatsoever about any other website or their content. Use or reliance on any external links provided is at your own risk. It is your responsibility to ensure that you obtain all information relevant to making a decision and that you read the privacy and security policy on such third party websites. We have no control over such third party websites and will not be liable for any loss or damage you suffer, whether directly or indirectly, as a result of your use of third party websites.

Crawlers and Spiders

No person, business or website may use any technology to search and/or gain information from our website without our prior written permission.

Governing Law

This Agreement and all matters or disputes arising from or incidental hereto shall be governed and construed in accordance with the laws of the Republic of South Africa and you hereby submit to the exclusive jurisdiction of the South African courts. If any provision of these terms shall be unlawful, void, or for any reason unenforceable then that provision shall be severable from these terms and shall not affect the validity and enforceability of any remaining provisions.

Consumer Protection

Information Required Pursuant to section 43(1) of the *Electronic Communications and Transactions Act*, 25 of 2002 ("ECTA") is as follows:

Full name and legal status:	AMOK Digital Pty (Ltd)
Registration number:	2014/190837/07
Physical address:	001 Magalieszicht Ave, Albury Park, Building 4 – Hyde Park Dunkeld West, 2196
Telephone number:	+27 (011) 593 3269
Website address:	www.amokdigital.co.za
Email address:	info@amokdigital.co.za

WEBSITE PRIVACY POLICY

Our Commitment to Your Privacy

AMOK DIGITAL (PTY) LTD. ("AMOK", "we" or "us") is committed to protecting your privacy. We value the trust of our subscribers and all others who work with us, and we recognize that maintaining your trust requires that we be transparent and accountable in how we handle your personal information. For that reason, we call our Privacy Policy and Practices "Our Commitment to Your Privacy." This privacy policy is incorporated into and subject to the terms and conditions of the AMOK Terms of Use agreement.

In performing our service as a software provider in the debt collection industry we collect, use and disclose personal information. Anyone from whom we collect such information can expect that it will be carefully protected and that any use of or other dealing with this information is subject to consent. Our privacy practices are designed to achieve this.

The following Privacy Policy explains how we collect, use, disclose, and safeguard the personal information from customers.

Definitions

In this privacy policy AMOK makes use of the following terms:

"**AMOK**" refers to AMOK DIGITAL (PTY) LTD a Digital Advertising Agency, operating in South Africa. Its registered offices are in the Republic of South Africa.

"**Personal Information**" means all information which may be considered to be personal information or information about an identifiable individual in terms of the Electronic Communications and Transactions Act ("ECTA"), the Consumer Protection Act ("CPA") and the Protection of Personal Information Act (POPI).

"**User, you or your**" refers to any person who makes use of this website, including Subscribers.

What Personal Information Do We Collect and Why?

We do not collect Personal information from the public but use our unique software to store data that include Personal information from our clients. This information is used for administrative and operational purposes.

Obtaining Consent

We do not, except where otherwise permitted by law, collect, use or disclose your Personal Information without your consent.

Use and Disclosure of Personal Information

AMOK conducts its business in accordance with South African legislation. AMOK considers it imperative to protect the privacy interests of data subjects.

Retention of Personal Information

All Personal Information retained on our database is in accordance with the retention provisions set out in the applicable Laws and regulations of South Africa.

Ensuring Your Personal Information is Correct and Accurate

You have a right to ensure that your Personal Information is accurate, complete and up-to-date

Security

We have adopted an industry grade best of breed security model to protect your Personal Information. As part of our security model, we have implemented fire-wall technology, password controls, encryption processes, antivirus software as well as physical measures. We have a stringent security policy in place that every officer, employer and supplier of AMOK must adhere to.

Cookies

Our site uses cookies in a limited way. Cookies are small files containing information that a website uses to track a visit. Both persistent and session cookies are used by many websites. However, we use session cookies only to better understand how our site is used, to make sure our information and dynamic content are served up to visitors correctly, and to improve the performance of our site for users, particularly the way search pages are delivered. Session cookies do not remain on your computer at the end of your visit, and cannot be used to obtain any personally identifiable details.

Third-Party Sites

Our site may contain links to third party websites. If you follow a link to any of these websites, please note that these websites have their own terms and privacy policies and that we do not accept any responsibility or liability for them. By registering at AMOK you may receive follow-up contact and offers from third party companies as you have agreed to do by accepting this Privacy Policy and, while we only work with selected partners, we are not responsible for the services or representations of third parties.

Because we are not responsible for any representations or information or warranties or content on any website of any third party (including websites linked to this website or websites facilitated by us), we do not exercise control over third parties' privacy policies and you should refer to the privacy policy of any such third party before given them any of your personal information.

Updating of Privacy Policy

We reserve the right, in our sole discretion to update, modify or amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy from time to time with or without notice. You therefore agree to review the Privacy Policy whenever you visit our website for any such change. Save as expressly provided to the contrary in this Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

Please check our site on an on-going basis or contact amok@amokdigital.co.za for the most up-to-date information on our privacy practices.

Contact Information

Questions, concerns or complaints related to our Privacy Policy or our treatment of Personal Information should be directed to:

AMOK DIGITAL (Pty) Ltd

Address: 001 Magalieszicht Ave, Albury Park, Building 4, Hyde Park, 2196

Telephone: +27 (011) 593 3269