

PLEASE READ THIS POLICY CAREFULLY BEFORE USING THE SITE.

1. Definitions

1.1. **“HEG”** means the Herbert Evans Group (Pty) Ltd.

1.2. **“HEG App”** means any online application software that is provided by or is connected with the HEG that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.

1.3. **“HEG Webpages”**: means the HEG website and all other related social media or means of communication’ including but not limited to www.herbertevans.co.za website, <https://www.facebook.com/HerbertEvansPaints>, <https://www.facebook.com/HerbertEvansArtsAndCrafts> ; <https://herbertevans.online>

1.4. **“Personal Information”**: means information relating to you or any other living person or existing legal entity, including but not limited to –

1.4.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.4.2. information relating to the education or the medical, financial, criminal or employment history of the person;

1.4.3. any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment to the person;

1.4.4. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

1.4.5. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person, provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

1.5. **“Processing of Information”** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.

1.6. **“Site”** means collectively our website/s and the HEG App/s.

1.7. **“You”** or the **“user”** means any person who accesses and browses the site for any purpose.

2. HEG Privacy Policy

2.1. This privacy policy forms part of the **HEG**'s Site terms and conditions. Your access to, and use of, the Site is subject always to the terms and conditions set out herein. If you do not agree with any of the terms of this privacy statement, please cease access of all **HEG** Webpages/Apps immediately.

2.2. **HEG** respects, and is committed to protecting your privacy. This policy informs you of how your personal information is processed and used in terms of the relevant legislation.

2.3. This privacy statement governs the processing of personal information provided to **HEG** through your use of the website as well as the steps we will take to use your personal information only in ways that are compatible with this policy.

2.4. This policy is in effect for all **HEG** Sites/Webpages.

2.5. The **HEG** Site/Webpages track the content you access individually, but individual information on accessed content is deemed private and is therefore not made public.

2.6. This information is used as it relates to our business processes, customer care, and in the overall process of improving our business and service offering.

2.7. You agree that these terms and conditions apply to your use of:

2.7.1 the website;

2.7.2. any **HEG** Apps; and

2.7.3. any licenced third-party website or mobile application

2.8. Regardless of the method you use to install, download or access the Site, your cell phone provider may charge you for accessing the Site or for any usage of the Site (such as data charges, sms charges). The **HEG** is not responsible for these charges.

2.9. If you use the Site, you must keep your login access details confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or membership number/password and accept responsibility for sharing your username and membership number/password.

3. **Your consent to this agreement**

3.1. By using the **HEG** Webpages, you consent to the collection and use of information by us as specified in this policy.

3.2. Any changes to the privacy policy, will be posted on the Site so that you are always aware of what information we collect, how we use it, and under what circumstances we disclose it, always conforming to current legislation.

3.3. Due to legal and other developments, the **HEG** may amend these terms and conditions from time to time and reserves the right to change this policy without prior notice. It is your duty to remain apprised of the current version of this privacy statement.

3.4. By continuing to browse or use this policy statement after a revised policy statement becomes effective, your agreement to observe this privacy statement is accordingly also revised.

4. Processing of Personal Information:

4.1. By providing your personal information to the **HEG** you acknowledge that it has been collected directly from you and you consent to its processing by the **HEG**.

4.2. Where you submit personal information, such as name, address, telephone number and email address, via an **HEG** Webpage e.g. through completing any online form, the following principles are observed in the processing of that information:

4.2.1. The **HEG** will collect personal information only for a purpose consistent with the purpose for which it is required. The specific purpose for which information is collected will be apparent from the context in which it is requested and in a manner that is adequate, relevant and not excessive in the context of the purpose for which it is processed.

4.2.2. Personal information will be processed only for a purpose compatible with that for which it was collected, unless you have agreed to an alternative purpose in writing, or the **HEG** is permitted in terms of national legislation of general application dealing primarily with the protection of personal information.

4.2.3. The **HEG** will not disclose any personal information relating to you to any third party unless your prior written agreement is obtained, or the **HEG** is required to do so by law.

4.2.4. The **HEG** will destroy or delete any personal information that is no longer needed by the **HEG** for the purpose it was initially collected, or subsequently processes.

4.3. As permitted by the Electronic Communications and Transactions Act No. 25 of 2002, the **HEG** may use personal information collected to compile profiles for statistical purposes. No information contained in the profiles or statistics will be able to be linked to any specific user.

5. What Information Is Collected and How Is It Collected?

5.1. Every computer connected to the Internet is given a domain name and a set of numbers that serve as that computer's "Internet Protocol" (IP) address.

5.2. When a visitor requests a page from an **HEG** Webpage, our web servers automatically recognise that visitor's domain name and IP address.

5.3. The domain name and IP address reveal nothing personal about you other than the IP address from which you have accessed our site.

5.4. We use this information to examine website interactivity.

5.5. Our web servers do not record email addresses of visitors.

5.6. We may request your personal details, including but not limited to, name, email address, and mailing address for the purposes of registering as a mobile application user, buyer or seller, conducting a survey, or to provide additional services or enhance our current offering to you.

5.7. Whenever we need to request the identity of a visitor, we will clearly indicate the purpose of the enquiry before the information is requested.

5.8. When you enter a contest or other promotion, we may ask for your name, address, and email address so that we can administer the contest and notify winners. Your personal information will be retained by us only for the duration of the event for which the information is required.

6. Use of Information You Provide Us

6.1. We use the information that you provide us (both online and offline) to respond to your requests, customise the material presented to you, based on your past visits to our website, to communicate with you, to improve the content of our website, and to improve our service offering.

6.2. The primary goal in collecting personal information is to provide you with customised services, features, and content and to give you an efficient personalised experience that best meets your needs.

6.3. If you choose to identify yourself by sending us an email, interacting with an email sent to you, or completing an online form, **HEG** employees will have access to such information to contact you for follow-up and direct marketing purposes.

6.4. We also aggregate information on what pages you access.

6.5. Website interaction and information submitted by you, such as survey information and/or comments or feedback, may be stored in a personally identifiable format and will be used only for internal purposes and will not be shared with people or organisations outside of **HEG**.

7. Will We Disclose the Information We Collect to Outside, Third Parties?

7.1. The **HEG** Site/Webpages will disclose personal information when required by law or in the good-faith belief that such action is necessary to:

7.1.1. conform to the edicts of the law or comply with a legal process served on the **HEG**;

7.1.2. protect and defend the rights or property of the **HEG** or visitors to **HEG** Webpages;

7.1.3. identify persons who may be violating the law, the legal notice, or the rights of third parties;

7.1.4. co-operate with the investigations of purported unlawful activities;

7.1.5. for the purpose of carrying out credit checks on potential buyers

7.2. We may share your personal information with our affiliates and business partners in order to improve the products, services and offers provided to you as well as our affiliates and business partners. Where this occurs, we require our business partners and affiliates to honour this privacy policy and the provisions of PoPIA generally.

7.3. We maintain a strict “No-Spam” policy. We will also not sell or rent your email address to a third-party.

8. **Automatic Information**

8.1. This information enables us to run site usage tools and create statistics about our site. These statistics give us a better understanding of how our site is being used and what we can do to make it more useful to visitors.

8.2. If you are an existing customer and we have your information already on file, provided that we obtained such personal information with your authorisation or from a competent person authorised to provide consent, we may use individual information or aggregated information to enhance our relationship with you or improve our service.

9. **Use Of “Cookies”**

9.1. From time to time, the **HEG** may send a cookie to your computer.

9.2. A cookie is a small piece of data sent to your browser from a web server and stored on your computer’s hard drive.

9.3. A cookie can’t read data off your hard disk or read cookie files created by other sites. Cookies do not damage your system. No personal information is stored in this cookie.

9.4. We use cookies to identify unique website users and the areas of the **HEG** website you have visited. This information may be used to personalise our services to you. We do not record any information other than how you interact with the **HEG** website.

9.5. You can choose whether to accept cookies by changing the settings of your browser. You can reset your browser to refuse all cookies or allow your browser to show you when a cookie is being sent. If you choose not to accept these cookies, your experience at our site and other websites may be diminished and some features may not work as intended.

9.6. The **HEG** uses remarketing to reach users who have previously visited specific pages on the **HEG** website and to communicate relevant messages to users, related to the content on

that page and the user's interest. These ads will be shown on sites across the internet by third-party vendors including Google who use cookies to serve ads based on the user's past visits on the **HEG** website.

9.7. Users can opt-out of use of cookies by visiting the double click opt-out page.

9.8. The **HEG** cannot be held liable for a user's personalised information changing or being deleted as a result of the user's disablement or deletion of cookies.

10. How Are Single-Pixel Gifs or Tracking Scripts Used?

10.1. The **HEG** Site/ Webpages use both single-pixel GIF images and tracking scripts, sometimes referred to as web bugs or web beacons, to evaluate website interactivity and gather both general statistical information and individual information relating to content accessed.

10.2. The **HEG** uses tracking scripts that can track personal information from cookies that may have been previously placed on a user's computer and are able to identify individually users who have interacted with email communications sent from the **HEG**.

11. Email/Other Electronic/online Communication

11.1. The **HEG**, from time-to-time, distributes online newsletters and notices/announcements relating to **HEG** services that we believe will interest **HEG** clients.

11.2. The **HEG** recognises that users may not wish to be contacted about new or related services; therefore, you may opt-out of any email marketing or newsletters that may result from use of the site. When you receive an email, you will be given instructions on how to remove yourself from that list. This opt out will not prevent the **HEG** from sending transactional communication which we are by law required to send to you.

11.3. All our email communications are tracked to evaluate interaction success and to understand better how stakeholders are responding to communications.

11.4. Typically, the **HEG** uses email tagging to identify the links in the email on which you click and how you interact with the **HEG** Webpages. This information may be linked to the unique cookie stored on your hard drive.

12. Collection of Anonymous Data:

12.1. The **HEG** may use standard technology to collect information about the use of the **HEG** Webpages. This technology is not able to identify individual users but simply allows the **HEG** to collect statistics.

13. Security:

13.1. The **HEG** takes reasonable technological measures to ensure the security and integrity of information submitted to or collected by the **HEG** Webpages, but cannot under any circumstances be held liable for any loss or other damage sustained by you as a result of unlawful access to or dissemination of any personal information by a third party.

13.2. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

14. Links to Other Websites:

14.1. The **HEG** has no control over, and accepts no responsibility for, the privacy practices of any third-party websites to which hyperlinks may have been provided and the **HEG** strongly recommends that you review the privacy statement of any website you visit before you use it any further.

14.2. Because the **HEG** is not responsible for any representations or information or warranties or content on any third-party website (including websites that serve as social networks like Facebook or Twitter), the **HEG** does not exercise control over the privacy policies of these third parties and you should refer to the privacy policy of these third parties should you wish to see how they protect your privacy.

14.3. The **HEG** may enter into arrangements with its partners and other third-party suppliers in order for them to provide services to you. Those arrangements may require us to disclose your personal information to them, whether in person or by means of an application or the **HEG's** App/s.

14.4. If a third party asks us for any of your personal information, we will share it with them only if:

14.4.1. you have already given your consent for the disclosure of this information to that third party; or

14.4.2. we have a legal or contractual duty to give the information to that third party.

15. What Else Should I Know About My Privacy When Online?

15.1. The **HEG** takes all reasonable steps to protect your personal information and maintain confidentiality. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

15.2. Whenever you voluntarily disclose personal information online – for example through email, discussion lists, or elsewhere – that information can be collected and used by others. In short, if you post personal information online that is accessible to the public, you may receive unsolicited messages from other parties in return.

16. Disclaimer

16.1. The Site and all information, content, tools and materials are provided by the **HEG** on an “as is” and “and available” basis, unless we inform you in writing.

16.2. The **HEG** does not guarantee the operation of the Site or the information, content, tools or materials on the Site. You agree that you use the Site at your own risk.

16.3. The **HEG** does not guarantee that (i) the Site; (ii) the information, content, tools or materials included on the Site; (iii) the servers; or (iv) that any electronic communications sent by us are free from viruses or other harmful components. The **HEG** will not be liable for any damages of any kind arising from your use of the Site or from any information, content, tools or materials included on or otherwise made available to you through the Site, including for direct, incidental, punitive and/or consequential damages.

16.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:

16.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to power failures, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond the reasonable control of the **HEG**; or

16.4.2. any inaccurate, incomplete or inadequate information obtained from the Site supplied by you.

17. Phishing and spoofing

17.1. If you receive unsolicited e-mails that appear to be from the **HEG** which request you to provide personal information (such as your credit card number), or that ask you to verify or confirm your personal information by clicking on a link, it is most likely that the e-mail was sent by a “phisher” or “spoofers.”

17.2. The **HEG** will never ask for this type of information in an e-mail, and we strongly recommend that you do not respond to these e-mails and that you do not click on the link. Responding to “phishing” places you and your personal information at risk. The **HEG** cannot be responsible for any consequences resulting from your response to any email sent by a “phisher” or a “spoofers”.

18. Data Processing outside South Africa

18.1. You agree that we may transfer your personal information outside South Africa:

18.1.1. if you give us an email address that is hosted outside South Africa; or

18.1.2. to administer certain services, for example, cloud services.

18.2. We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.

19. Correction of Personal Information

20.1. You have the right to know what personal information we hold about you. If you wish to receive information in this regard, please complete an 'Access Request Form' and email to popi@herbertevans.co.za to obtain the information you would like. We will take all reasonable steps to confirm your identity before providing details of your personal information.

20.2. Please note that we are legally entitled to charge a fee for this service which will be advised at the time of your request.

20.3. You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it or dispose thereof.

20. Which laws apply to this Privacy Statement

21.1. This privacy policy is governed by the laws of the Republic of South Africa, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise out of or in connection with the formation, interpretation, substance or application of this privacy statement.

21. Use personal information contrary to the privacy statement

22.1. If you believe that we have used your personal information contrary to this Policy, you are requested to attempt to resolve any concerns with us. If you are not satisfied thereafter, you have the right to lodge a complaint with the Information Regulator, under the Protection of Personal Information Act.

Address: The Information Regulator (South Africa)
JD House, 27 Stiemans Street
Braamfontein, P O Box 31533, Bramfontein,
Johannesburg, 2017

Complaints email: complaints.IR@justice.gov.za
General enquiries email: inforeg@justice.gov.za

23. Queries:

If you have any queries about this privacy policy [please contact us](#).

