

T's and C's, disclaimer, privacy and data protocols

Preamble

Our *Security and Privacy Statement* protects your personal information and privacy at all times. This is done in accordance with current South African legislation and accepted best practice. For this reason, we conduct security checks before proceeding. Please see our full *Terms and Conditions* as set out herein.

Management aligns information security with its business strategy and overall objectives. The company fosters a relationship of trust and commensal honesty with its staff, customers and clients, website users and associates.

We commit to this statement by abiding by the the following legislation directly binding on the company and the abovementioned parties:

- *Protection of Personal Information Act of 2013;*
- *Promotion of Access to Information Act of 2000 (PAIA);*
- *Applicable South African National Guidelines (ISO/SANS 27002:2008);*
- *Generally Accepted Privacy Principles (GAPP).*

Disclaimer

Terms

This website is the ownership of Etchings Etc Art Gallery and Framers hereafter referred to as the "company," "we," "our," or "us." The term "you" refers to the client, customer, user or viewer of our website.

By viewing this website or anything made available on or through this website in any electronic form or aspect such as an added link, attachment, including but not limited to products, services, opt-in gifts, e-books, videos, webinars, blog posts, e-newsletters, consultations, e-mails, social media and/or other communication, you agree and accept all terms of this disclaimer. By entering this website, you automatically agree to our disclaimer, our terms and conditions, policies and any other agreement and policy being legally binding as from use and hereafter.

Indemnification, hold harmless, liability and risk

By using this website, you agree to absolve us of any liability or loss that you or any other person may incur from use of the information, products or materials that you request or receive through or on our website. You agree that we will not be liable to you, or to any other individual, company or entity, for any type of damages, including direct, indirect, special, incidental, equitable or consequential loss or damages, for use of or reliance on our website. You agree that we do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease or conditions or issues, or any other type of loss or damage due to any act or default by us or anyone acting as our agent, consultant, affiliate, joint venture partner, employee, shareholder, director, staff, team member, or anyone otherwise affiliated with www.etchingsart.com who is engaged in delivering content on or through this website. The same in the paragraph above applies in terms of using our purchased products.

You agree to use our website at your own risk and hold us harmless in the event of any loss, be it direct or indirect as a result of using our services, web portal or online shop. By entering the website you also agree to forego any form of indemnity against the company and to defend this at all times. You agree to accurately represent the information given to us on or through our website.

You acknowledge that you are participating voluntarily in using our website and that you are solely and personally responsible for your choices, actions and results, now and in the future. You accept full responsibility for the consequences of your use, or non-use, of any information provided on or through this website, and you agree to use your own judgment, logic and due diligence before implementing any idea, suggestion or recommendation from this website in any way.

As with all situations, there are sometimes unknown individual risks and circumstances that can arise during the use of our website that cannot be foreseen which could influence or reduce results. You understand that any mention of any suggestion or recommendation on or through our website is to be taken at your own risk, with no liability on our part. You agree to assume all risks. You also fully agree that there are no guarantees.

Copyright

All information on this website, including layout, logos, designs, appearance, photography, videos, articles and copy is under copyright law and owned by the company. All material is copyrighted and remains the property of the respective owners. Materials made available to the private group forums and dashboards, by e-mail, or any other means, may not be distributed in any fashion, printed or electronic, without the expressed written permission of the respective owner.

Fair use and utilising for learning and Information

The information provided in or through this website may be used for educational and informational purposes and not for the purpose of third party profit by means of selling information, except by the companies appointed affiliate commission structure as a service provider or agent.

Omissions and errors

Although every effort is made to ensure the accuracy of information shared on or through this website, the information may inadvertently contain inaccuracies or typographical errors. You agree that we are not responsible for the views, opinions, or accuracy of facts referenced on or through our website, or of those of any other individual or company affiliated with www.etchingsart.com. As scientific, technology and business practices are constantly evolving, you agree that we are not responsible for the accuracy of our website, or for any errors or omissions that may occur.

Endorsements

References or links on our website regarding the information, opinions, advice, programmes, products or services of any other individual, business or entity does not constitute our endorsement. We are merely sharing information for your own self help. We are not responsible for the website content, blogs, e-mails, videos, social media, programmes, products and/or services of any other person, business or entity that may be linked or referenced on our website. With discourse, should our website link appear in any other individual's, business's or entity's website, programme, product or services, it does not constitute our formal endorsement of them, their business or their website.

Affiliates

From time to time, we may promote, affiliate with, or partner with other individuals or businesses whose programmes, products and services align with ours. In the spirit of transparency, we want you to know that there may be instances when we promote, market, share or sell programmes, products or services for other partners and in exchange we may receive financial compensation or other rewards.

Please note that we are highly selective and we only promote the partners whose programmes, products and/or services we respect. At the same time, you agree that any such promotion or marketing does not serve as any form of endorsement whatsoever. You are still required to use your own judgment to determine that any such programme, product or service is appropriate for you. You are assuming all risks, and you agree that we are not liable in any way for any program, product or service that we may promote, market, share or sell on or through our website.

Privacy Policies, Procedures and Purposes

The Promotion of Access to Information Act (PAIA)

The Promotion of Access to Information Act, No. 2 of 2000 (the "Act") (PAIA) was enacted on 3 February 2000, giving effect to the constitutional right in terms of section 32 of the *Bill of Rights* contained in the *Constitution of the Republic of South Africa 108 of 1996* (the "Constitution") of access to any information held by the state and any information that is held by another person and that is required for the exercise or protection of any rights.

In terms of section 51 of the Act, all Private Bodies are required to compile an Information Manual ("PAIA Manual"). Where a request is made in terms of the Act, the body to whom the request is made is obliged to release the information, subject to applicable legislative and/or regulatory requirements, except where the Act expressly provides that the information may be adopted when requesting information from a public or private body.

The purpose of PAIA is to promote the right of access to information, to foster a culture of transparency and accountability www.etchingsart.com by giving the right to information that is required for the exercise or protection of any right and to actively promote a society in which the people of South Africa have effective access to information to enable them to exercise and protect their rights. In order to promote effective governance of private bodies, it is necessary to ensure that everyone is empowered and educated to understand their rights in relation to public and private bodies.

The management of www.etchingsart.com defines documents, communicates and assigns accountability for its privacy policies and procedures. At www.etchingsart.com we have created a data processing policy, specifically designed to meet the necessary compliance standards.

This includes but is not limited to as follows:

- To manage information security and data privacy within the structure of www.etchingsart.com;
- To manage and maintain the security of information and data processing facilities that are accessed, processed, communicated to, or managed by external parties;
- To ensure that all data and personal information receives an appropriate level of protection;
- To ensure that employees, contractors and third party users of www.etchingsart.com understand their responsibilities and are suitable for the roles they perform, or are considered for and to reduce the risk of theft, fraud or misuse of facilities;
- To ensure that employees, contractors and third party users of www.etchingsart.com are aware of personal information and data security, security threats and concerns;

- To understand that their responsibilities and liabilities and are equipped to support the organisation's *Information Security Policy* of the company in the course of their normal work and to reduce the risk of human error;
- To implement and maintain the appropriate level of data and information security and service delivery agreements with all web clients;
- To minimise the risk of system failures;
- To protect the integrity of software data and personal information;
- To maintain the integrity and availability of back-up of data, information and related processing facilities; to ensure the protection of data and personal information;
- To prevent unauthorised disclosure, modification, removal or destruction of data;
- To ensure the security of electronic commerce services (where applicable) and their secure use within the website;
- To detect unauthorised data and information processing activities within www.etchingsart.com;
- To ensure proper, authorised user access and to prevent unauthorised access and the compromise or theft of data and information from www.etchingsart.com;
- To prevent unauthorised access to networked services if and when applicable;
- To prevent unauthorised access to www.etchingsart.com;
- To prevent unauthorised access to data and personal information held in any application systems within the website;
- To ensure data and information security if and when mobile computing and teleworking facilities are employed by www.etchingsart.com;
- To ensure that security is an integral part of all relevant data and information systems in use by www.etchingsart.com;
- To protect the confidentiality, authenticity or integrity of data and personal information within www.etchingsart.com by crypto-graphic means;
- To ensure the security of system files;
- To maintain the security of application software, data and information within www.etchingsart.com;
- To reduce risks resulting from exploitation of published technical vulnerabilities;
- To ensure that any breach in information and data security events and weaknesses associated with information systems within www.etchingsart.com are communicated in a manner allowing timely corrective action to be taken;
- To counteract interruptions to business activities and to protect critical business processes within www.etchingsart.com from the effects of major failures of data and information systems or disasters and to ensure their timely resumption;
- To avoid violations of any law, statutory, regulatory or contractual obligations and of any security requirements;

- To maximise the effectiveness security procedures in relation to the possessing and protection of personal data within www.etchingsart.com.

Section 9 of the Act recognises that the right to access information cannot be unlimited and should be subject to justifiable limitations, including, but not limited to limitations aimed at the reasonable protection of privacy; commercial confidentiality; and effective, efficient and good governance; and in a manner which balances that right with any other rights, including such rights contained in the Bill of Rights in the Constitution. This *PAIA Manual* complies with the requirements of guide mentioned in section 10 of the Act and recognises that upon commencement of the *Protection of Personal Information Act 4 of 2013*, that the appointed Information Regulator will be responsible to regulate compliance with the Act and its regulations by private and public bodies.

Contact Details of the Managing Director as per Section 51(1)(a):

Managing Director:	Alan Vernon Gordon
Registered Address:	Shop 10 Park Boulevard
Postal Address:	Box 3201, Summerset Park 4021
Telephone Number:	+2783 386 6060
Website:	www.etchingsart.com
E-mail:	slsn@etchingsart.com

The Information Officer

The Act prescribes the appointment of an Information Officer for public bodies where such Information Officer is responsible to, inter-alia, assess request for access to information. The head of a private body fulfills such a function in terms of section 51 of the Act. www.etchingsart.com has opted to appoint an Information Officer to assess such a request for access to information as well as to oversee its required functions in terms of the Act.

The Information Officer appointed in terms of the Act also refers to the Information Officer as referred to in the *Protection of Personal Information Act 4 of 2013*. The Information Officer oversees the functions and responsibilities as required for in terms of both this Act.

The Information Officer may appoint Deputy Information Officers, in a manner prescribed in terms of the *Promotion of Access to Information Act*, with the necessary changes, for the designation of-

- a) Such a number of person, if any, as deputy Information Officers as is necessary to perform the duties and responsibilities as set out in section 55(1) of this Act;
- b) Any power or duties conferred or imposed on an Information Officer by the Act to a Deputy Information Officer.

Contact Details of the Information Officer:

Information Officer: Alan Vernon Gordon
Registered Address: Shop 10 Park Boulevard
Postal Address: Box 3201, Summerset Park 4021
Telephone Number: +2783 386 6060
Website: www.etchingsart.com
E-mail: sln@etchingsart.com

Contact Details of the Deputy Information Officer:

Information Officer: Shaun Venter
Registered Address: 38 Kent Street, Woodstock, Cape Town
Postal Address: 38 Kent Street, Woodstock, Cape Town
Telephone Number: +278 333 66 217
Website: <https://www.sagecom.co.za/contact-us>
E-mail: shaun@sagecom.co.za

Information request and accessibility

In reference to section 23(1) of the *POPI Act*, a data subject having provided adequate proof of identity, has the right to request the responsible party www.etchingsart.com to confirm, free of charge whether or not the responsible party holds personal information about the data subject. However, the process differs for request to access data or records.

Information Access Request

The requester must comply with all the procedural requirements contained in the Act relating to the request for access to a record. The requester must complete the prescribed form enclosed herewith, and submit same as well as payment of a request fee and a deposit (if applicable) to the Information Officer or the Deputy Information Officer.

The prescribed form must be filled in with sufficient information to enable the Information Officer to identify the record or records requested; and the identity of the requester. The requester should indicate which form of access is required and specify a postal address or fax number of the requester.

The requester must state that he/she requires the information in order to exercise or protect a right, and clearly state what the nature of the right is so to be exercised or protected. The requester must

clearly specify why the record is necessary to exercise or protect such a right. www.etchingsart.com will process the request within 30 (thirty) days, unless the requester has stated special reasons to the satisfaction of the Information Officer that circumstances dictate that the above time periods not be complied with. The prescribed time periods will not commence until the requester has furnished all the necessary and required information. The Information Officer shall sever a record, if possible, and grant only access to that portion requested and which is not prohibited from being disclosed.

The requester shall be advised whether access is granted or denied in writing. If, in addition, the requester requires the reasons for the decision in any other manner, the requester will be obliged to state which manner and the particulars required. If a request is made on behalf of another person, then the requester must submit proof of the capacity in which the requester is making the request to the reasonable satisfaction of the Information Officer. If an individual is unable to complete the prescribed form because of illiteracy or disability, such a person may make the request orally. The requester must pay the prescribed fee before any further processing can take place.

Fees for Requests

Where a requester submits a request for access to information held by an institution on a person other than the requester himself/herself, a request fee of R350,00 is payable up-front before the institution will further process the request received.

Deposits

Where the institution receives a request for access to information held on a person other than the requester himself/herself and the Information Officer upon receipt of the request is of the opinion that the preparation of the required record of disclosure will take more than 6 (six) hours, a deposit is payable by the person requesting the information

The initial request fee of R350.00 should be deposited into the bank account below;

Deposit Details

Bank:

Branch Code:

Account Number:

Reference:

A clear copy of the deposit slip, application form and all correspondences and or relevant documentation, must be forwarded to the email of the Information Officer/Deputy Information Officer.

Fees for Access Material

An access fee is payable in all instances where a request for access to information is granted, except in those instances where payment of an access fee is specially excluded in terms of the Act or an exclusion is determined by the Minister in terms of section 54(8). The applicable access fees which will be payable are:

- Information in an A-4 size page photocopy or part thereof: R12.50 Per Page
- A copy in computer-readable format PDF: R75.00 Per PDF
- Compact disc: R195.00 Per Disc
- Additional labour: R350.00 Per Hour

All fees are subject to change as allowed for in the Act and as a consequence such escalations may not always be immediately available at the time of the request being made. Requesters shall be informed within a reasonable time frame of any changes in the fees prior to making a payment.

Grounds for Refusal

www.etchingsart.com is entitled to refuse a request for information. The main grounds for refusal would be the following: mandatory protection of the privacy of a third party who is a natural person or a deceased person or a juristic person, as included in the *Protection of Personal Information Act 4 of 2013*, which would involve the unreasonable disclosure of personal information of that natural or juristic person. Mandatory protection of personal information and for disclosure of any personal information to, in addition to any other legislative, regulatory or contractual agreements, comply with the provisions of the *Protection of Personal Information Act 4 of 2013*.

Decision

Time allowed to institute a decision to accept or reject will be within 30 days of receipt of the request. The 30 day period within which www.etchingsart.com has to decide whether to grant or refuse the request, may be extended for a further period of not more than 30 days if the request is for a large number of information, or the request requires a search for information held at another office of www.etchingsart.com and the information cannot reasonably be obtained within the original 30 day period. www.etchingsart.com will notify the requester in writing should an extension be sought.

www.etchingsart.com does not have internal appeal procedures. The decision made by the Information Officer is final. Requesters will have to exercise such external remedies at their disposal if the request for information is refused, and the requestor is not satisfied with the answer supplied by the Information Officer.

External Remedies

When requester that is dissatisfied with the Information Officer's refusal to disclose information, may within 30 days of notification of the decision, may apply to a court for relief. A third party dissatisfied with the Information Officer's decision to grant a request for information, may within 30 days of notification of the decision, apply to a court for relief. For purposes of the Act, the Courts that have jurisdiction over these applications are the Constitutional Court, the High Court or another court of similar status and a Magistrate's Court designated by the Minister of Justice and Constitutional Development and which is presided over by a designated Magistrate.

Description of the Records of the Body which are Available in Accordance with any other Legislation Where applicable to its operations, www.etchingsart.com also retains records and documents in terms of the legislation below. Unless disclosure is prohibited in terms of legislation, regulations, contractual agreement or otherwise, records that are required to be made available in terms of these acts shall be made available for inspection by interested parties in terms of the requirements and conditions of the Act; the below mentioned legislation and applicable internal policies and procedures, should such interested parties be entitled to such information.

A request to access must be done in accordance with the prescriptions of the Act.

- *Companies Act, No 71 of 2008;*
- *Compensation for Occupational Injuries & Diseases Act, 130 of 1993;*
- *Competition Act, No.71 of 2008;*
- *Constitution of the Republic of South Africa 2008;*
- *Copyright Act, No 98 of 1978;*
- *Customs & Excise Act, 91 of 1964;*
- *Electronic Communications Act, No 36 of 2005;*
- *Auditing Professions Act, No 26 of 2005;*
- *Basic Conditions of Employment Act, No 75 of 1997;*
- *Broad- Based Black Economic Empowerment Act, No 75 of 1997;*
- *Business Act, No 71 of 1991;*
- *Electronic Communications and Transactions Act, No 25 of 2002;*
- *Employment Equity Act, No 55 of 1998;*
- *Financial Intelligence Centre Act, No 38 of 2001;*
- *Identification Act, No. 68 of 1997;*
- *Income Tax Act, No 58 of 1962;*
- *Intellectual Property Laws Amendment Act, No 38 of 1997;*
- *Labour Relations Act, No 66 of 1995;*
- *Long Term Insurance Act, No 52 of 1998;*

- *Occupational Health & Safety Act, No 85 of 1993;*
- *Pension Funds Act, No 24 of 1956;*
- *Prescription Act, No 68 of 1969;*
- *Prevention of Organised Crime Act, No 121 of 1998;*
- *Promotion of Access to Information Act, No 2 of 2000;*
- *Protection of Personal Information Act, No. 4 of 2013;*
- *Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002*
- *Revenue laws Second Amendment Act. No 61 of 2008;*
- *Skills Development Levies Act No. 9 of 1999;*
- *Short-term Insurance Act No. 53 of 1998;*
- *Trust Property Control Act 57 of 1988*
- *Unemployment Insurance Contributions Act 4 of 2002;*
- *Unemployment Insurance Act No. 30 of 1966;*
- *Value Added Tax Act 89 of 1991.*

In terms of the legislation listed above or any other legislation, the Requester is required to indicate what legislative right the request is based on, to allow the Information Officer the opportunity of considering the request in light thereof. It is further recorded that the accessibility of documents and records may be subject to the grounds of refusal set out in this PAIA Manual.

Processing of Personal Information in Accordance with POPI for Consumers

This Act relates to the following and is complied by the company as follows:

- Performing duties in terms of any agreement with consumers, make, or assist in making, credit decisions about consumers;
- Operate and manage consumers' accounts and manage any application, agreement or correspondence consumers may have with www.etchingsart.com;
- Communicating (including direct marketing) with consumers by email, SMS, letter, telephone or in any other way about www.etchingsart.com products and services, unless consumers indicate otherwise;
- To form a view of consumers as individuals and to identify, develop or improve products, that may be of interest to consumer;
- Carrying out market research, business and statistical analysis;
- Performing other administrative and operational purposes including the testing of systems;
- Recovering any debt consumers may owe;
- Verifying information and performing checks;

WWW.ETCHINGART.COM

- Purposes relating to the agreement or business relationship or possible agreement or business relationships between the parties;
- Payment of invoices; and
- Any other regulatory compliance administration.

Categories of Data Subjects and Categories of Personal Information relating thereto

- Postal and/or street address;
- Title and name;
- Contact numbers and/or e-mail address;
- Ethnic group;
- Employment history;
- Age;
- Gender;
- Marital status;
- nationality
- language
- financial information
- identity or passport number
- browsing habits and click patterns on www.etchingsart.com websites.

Vendors /suppliers /other businesses

- Name and contact details
- Identity and/or company information and directors' information
- Banking and financial information
- Information about products or services
- Other information not specified, reasonably required to be processed for business operations

Recipients of Personal Information

- Any firm, organisation or person that www.etchingsart.com uses to collect payments and recover debts or to provide a service on its behalf;
- Any payment system the www.etchingsart.com uses;
- Any firm, organisation or person that/who provides the www.etchingsart.com, with products or services;
- Regulatory and governmental authorities or ombudsmen, or other authorities, including tax authorities, where www.etchingsart.com, a has a duty to share information;

WWW.ETCHINGART.COM

- Third parties to whom payments are made on behalf of employees; Financial institutions from whom payments are received on behalf of data subjects;
- Any other operator not specified; Employees, contractors and temporary staff; and agents.

Transfers of Personal Information

Personal Information may be transmitted trans-border to www.etchingsart.com suppliers in other countries that does not provide adequate level of protection for the processing of personal Information as referred to In section 72, and for the purpose of this section - we refer to Section 72(2) clearly stating “binding corporate rules” means personal information processing policies within a group of undertakings, which are adhered to by a responsible party or operator within that group of undertakings when transferring personal information to responsible suppliers or parties within same undertakings in a foreign country.

www.etchingsart.com effectively upholds principals for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information. Personal Information may be stored in data servers hosted outside South Africa, will endeavour to ensure that its dealers and suppliers will make all reasonable efforts to secure said data and Personal Information.

Information security measures and procedures

The details given are to be interpreted as examples of how to achieve an adequate data protection level for each objective. www.etchingsart.com may use alternative measures and adapt to technological security development, as needed, provided that the objectives are achieved. www.etchingsart.com undertakes to institute and maintain the data protection measures to accomplish the following objectives outlined below.

Access Control to Data

www.etchingsart.com represents that the persons entitled to use www.etchingsart.com processing system are only able to access the data within the scope and to the extent covered by their respective access permissions (authorisation).

Transmission Control

www.etchingsart.com shall be obliged to enable the verification and tracing of the locations/destinations to which the personal information is transferred by utilization of www.etchingsart.com a data communication equipment / devices.

Transport and organisation control

WWW.ETCHINGART.COM

www.etchingsart.com shall implement suitable measures to prevent Personal Information from being read, copied, altered or deleted by unauthorised persons during the transmission thereof or during the transport of the data media. www.etchingsart.com shall maintain its internal organisation in a manner that meets the requirements of this Manual.

Access Control of Persons

www.etchingsart.com shall implement suitable measures in order to prevent unauthorised persons from gaining access to the data processing equipment where the data are processed.

Data Media Control

www.etchingsart.com undertakes to implement suitable measures to prevent the unauthorised manipulation of media, including reading, copying, alteration or removal of the data media used by www.etchingsart.com and containing personal data of Customers.

Data Memory Control

www.etchingsart.com undertakes to implement suitable measures to prevent unauthorised input into data memory and the unauthorised reading, alteration or deletion of stored data.

User Control

www.etchingsart.com shall implement suitable measures to prevent its data processing systems from being used by unauthorised persons by means of data transmission equipment. www.etchingsart.com (“us”, “we”, or “our”) operates the www.etchingsart.com website (the “Service”). This informs you of our policies regarding the collection, use, and disclosure of personal data when you use our Service and the choices you have associated with that data. Use of any personal information or contribution that you provide to us, or which is collected by us on or through our website or its content is governed by this Privacy Policy. By using our website or its content, you consent to this Privacy Policy, whether or not you have read it.

Further processing limitations

In accordance to the Act Section 15(3) is clearly states the further processing of information is not incompatible with the purpose of collection if; the data subject or a competent person where the data subject is a chi;d has consented to further processing of information.

We strictly adhere and comply with the Children’s Online Privacy Protection Act. We do not collect any information from anyone under 18 years of age in compliance with COPPA (Children’s Online

Privacy Protection Act) and the GDPR (General Data Protection Regulation of the EU). Our website and its content is directed to individuals who are at least 18 years old or older.

Information We May Collect

We collect personal information from you so that we can provide you with a positive experience when utilizing our website or content. We will only collect the minimum amount of information necessary for us to fulfil our obligation to you.

- We may collect: A name and an email address so we can deliver our newsletter to you – you would be affirmatively consenting to this by providing this to us in our contact forms.
- Billing information including name, address and credit card information so that we can process payment to deliver our products or services to you under our contractual obligation.
- A name and an email address if you complete our contact form with a question.
- We may send you marketing emails with either your consent or if we believe we have a legitimate interest to contact you based on your contact or question.
- Information from you from a co-branded offer. In this case, we will make clear as to who is collecting the information and whose privacy policy applies.
- If both / all parties are retaining the information you provide, this will also be made clear as will links to all privacy policies.

Please note that the information above (“Personal Data”) that you are giving to us is voluntary, and by you providing this information to us you are giving consent for us to use, collect and process this Personal Data.

Removal of data and limitations

You are welcome to opt-out or request for us to delete your Personal Data at any point by contacting us at www.etchingsart.com or by clicking the unsubscribe button. If you choose not to provide us with certain Personal Data, you may not be able to participate in certain aspects of our website or content.

Anonymous Data Collection and Use

To maintain our website’s high quality, we may use your IP address to help diagnose problems with our server and to administer the website by identifying which areas of the website are most heavily used, and to display content according to your preferences. Your IP address is the number assigned to computers connected to the Internet. This is essentially “traffic data” which cannot personally identify you, but is helpful to us for marketing purposes and for improving our services. Traffic data collection does not follow a user’s activities on any other websites in any way. Anonymous traffic data may also be shared with business partners and advertisers on an aggregate basis.

Use of “Cookies”

We may use the standard “cookies” feature of major web browsers. We do not set any personally identifiable information in cookies, nor do we employ any data capture mechanisms on our website other than cookies. You may choose to disable cookies through your own web browser’s settings. However, disabling this function may diminish your experience on our website and some features may not work as intended.

Data collection purposes

personal information must be collected for specific, explicitly defined and lawful purpose related to a function or activity of the responsible party. Steps to be taken in accordance with section 18(1) of the Act to ensure that the data subject is aware of the purpose of the collection of the information unless the provisions of section 18(4) of the ACT are applicable.

Contact

We may contact you with information that you provide to us based on these lawful grounds for processing: We may contact you if you give us your clear, unambiguous, affirmative consent to contact you. We will contact you under our contractual obligation to deliver goods or services you purchase from us.

Legitimate Interest

We may contact you if we feel you have a legitimate interest in hearing from us. For example, if you sign up for a webinar, we may send you marketing emails based on the content of that webinar. You will always have the option to opt out of any of our emails.

Process Payments

We will use the Personal Data you give to us in order to process your payment for the purchase of goods or services under a contract.

We only use third party payment processors that take the utmost care in securing data and adhering to compliance set out by the regulator.

GDPR - Targeted Social Media Advertisements

We may use the data you provide to us to run social media advertisements and / or create look-alike audiences for advertisements. Share with Third Parties. We may share your information with trusted third parties such as our newsletter provider in order to contact you via email, our merchant accounts

to process payments, and Google / social media accounts in order to run advertisements and our affiliates.

Submission, Storage, Sharing and Transferring of Personal Data

Personal Data that you provide to us is stored internally or through a data management system. Your Personal Data will only be accessed by those who help to obtain, manage or store that information, or who have a legitimate need to know such Personal Data (i.e., our hosting provider, newsletter provider, payment processors or team members). It is important to note that we may transfer data internationally. For users in the European Union, please be aware that we transfer Personal Data outside of the European Union. By using our website and providing us with your Personal Data, you consent to these transfers in accordance with this Privacy Policy.

Data Retention

We retain your Personal Data for the minimum amount of time necessary to provide you with the information and / or services that you requested from us. We may include certain Personal Data for longer periods of time if necessary for legal, contractual and accounting obligations.

Confidentiality

We aim to keep the Personal Data that you share with us confidential. Please note that we may disclose such information if required to do so by law or in the good faith belief that:

- such action is necessary to protect and defend our rights or property or those of our users or licensees;
- to act as immediately necessary in order to protect the personal safety or rights of our users or the public, or;
- to investigate or respond to any real or perceived violation of this Privacy Policy or our Disclaimer, Terms and Conditions, or any other terms of use or agreement with us.

Passwords

To use certain features of the website or its content, you may need a username and password. You are responsible for maintaining the confidentiality of the username and password, and you are responsible for all activities, whether by you or by others, that occur under your username or password and within your account.

We cannot and will not be liable for any loss or damage arising from your failure to protect your username, password or account information. If you share your username or password with others, they may be able to obtain access to your Personal Data at your own risk.

You agree to notify us immediately of any unauthorised or improper use of your username or password or any other breach of security. To help protect against unauthorised or improper use, make sure that you log out at the end of each session requiring your username and password.

We will use our best efforts to keep your username and password(s) private and will not otherwise share your password(s) without your consent, except as necessary when the law requires it or in the good faith belief that such action is necessary, particularly when disclosure is necessary to identify, contact or bring legal action against someone who may be causing injury to others or interfering with our rights or property.

How to access, update or delete your data

- Request information about how your Personal Data is being used and request a copy of what Personal Data we use.
- Restrict processing if you think the Personal Data is not accurate, unlawful, or no longer needed.
- Rectify or erase Personal Data and receive confirmation of the rectification or erasure.
- Withdraw your consent at any time to the processing of your Personal Data.

The subject of the data may lodge a complaint with a supervisory authority if you feel we are using your Personal Data unlawfully. Receive Personal Data portability and transference to another controller without our hindrance. Object to our use of your Personal Data. Not be subject to an automated decision based solely on automatic processing, including profiling, which legally or significantly affects you.

Security

We take commercially reasonable steps to protect the Personal Data you provide to us from misuse, disclosure or unauthorised access. We only share your Personal Data with trusted third parties who use the same level of care in processing your Personal Data. That being said, we cannot guarantee that your Personal Data will always be secure due to technology or security breaches. Should there be a data breach of which we are aware, we will inform you immediately.

Data controller and processors

We are the data controllers as we are collecting and using your Personal Data. We use trusted third parties as our data processors for technical and organizational purposes, including for payments and email marketing. We use reasonable efforts to make sure our data processors are GDPR compliant.

If you have any questions about this Privacy Policy, please contact us at: www.etchingsart.com.

Unsubscribe

You may unsubscribe from our e-newsletters or updates at any time through the unsubscribe link at the footer of all email communications. If you have questions contact us at www.etchingsart.com

Anti-spam policy

We have a no spam policy and provide you with the ability to opt-out of our communications by selecting the unsubscribe link at the footer of all e-mails. We have taken the necessary steps to ensure that we are compliant any anti-Spam laws by never sending out misleading information. We will not sell, rent or share your email address.

Third party websites

We may link to other websites on our website. We have no responsibility or liability for the content and activities of any other individual, company or entity whose website or materials may be linked to our website or its content, and thus we cannot be held liable for the privacy of the information on their website or that you voluntarily share with their website. Please review their privacy policies for guidelines as to how they respectively store, use and protect the privacy of your information and data.

Notification of changes

We may use your Personal Data, such as your contact information, to inform you of changes to the website or its content, or, if requested, to send you additional information about us. We reserve the right, at our sole discretion, to change, modify or otherwise alter our website, its content and this Privacy Policy at any time. Such changes and/or modifications shall become effective immediately upon posting our updated Privacy Policy. Continued use of any of information obtained through or on the website or its content following the posting of changes and/or modifications constituted acceptance of the revised Privacy Policy. Should there be a material change to our Privacy Policy, we will contact you via email or by a prominent note on our website.

Conclusion

By entering the etchingart.com website, you hereby understand and agree to the terms as set above and such also being legally binding upon yourself and enforceable by any court in the Republic of South Africa. You also agree to full compliance of the above and accept any guilt and legal recourse in the event of the violation thereof.