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## PREAMBLE

StratisQ Africa, StratisQ Online, Kinetic Leadership Institute and Assessment Systems South Africa are proud subsidiaries of the StratisQ Africa Group. Based in Johannesburg, South Africa, our firm comprises of leading and reputable experts with vast experience in the fields of industrial psychology, leadership development, organisational dynamics and development, change management, employee engagement, motivation, and neuroscience. Our industry knowledge and experience span across multiple industries and sectors such as banking, financial services, retail, information technology, mining, petrochemicals, oil, gas, construction, fast-moving consumer goods, and agriculture. We are skilled at working in these complex environments, often under challenging circumstances, in which we ensure our clients achieve the results they seek, whether amplified quality, optimal performance, improved safety statistics, increase in production, an engaged and motivated workforce or fruitful strategic execution.

What makes us a consulting firm of choice is that we deliver first-world solutions in a practical manner to suit the needs of the rapidly growing African continent. We do not just work for our clients, rather, we partner with them to create real value-add and sustainable results, enabling them to exceed the demands of all their stakeholders. Our evidenced-based solutions, born, tried and tested in the African context, enable our clients to gain in-depth knowledge into the drivers of key organisational factors impacting the effectiveness of the workforce. This knowledge acts as an input to a strategic foresight process, which, if

implemented successfully by means of leadership commitment, will lead to an organisational culture with engaged, motivated and high performing talent.

In addition to us being able to provide you with state-of-the-art technology applicable to your core business, we also believe in providing evidence-based solutions for the work that you are involved in. We provide you with world-class and reputable assessments, surveys and other forms of analytics.

Our service offering stretches across strategic HR consulting leadership development, executive coaching, evidence-based training, bespoke training, OD interventions, change management, research, strategy facilitation and design, SMME support, engagement, safety culture transformation, wellness programs and psychometrics. As global citizens, we are always aware of our own national legislation, international legislation as well as our compliance thereof, wherever we may work.

Should you require any additional information about our Terms of Business please contact us at +27 (011) 726 3617 during office hours or send an email to: [corpaffairs@stratisq.com](mailto:corpaffairs@stratisq.com)

## **1. COMPLETING AN ASSESSMENT ON STRATISQ ONLINE AND RELATED PLATFORMS**

### ***Purpose of the Assessment Systems Online Portal***

The StratisQ Online and Assessment Systems Online portals provide you with a holistic, secure and integrated mechanism for conducting surveys, assessments and other forms on analytics as well as managing projects thereof all in one place. All our assessment and survey products are sold to appropriately qualified professional who will receive the reports and facilitate feedback with relevant stakeholders. Please ensure that you have accepted and agreed to the consent form where the management and use of your assessment data is specified, at the end of this document.

***Please read all these Terms of Business of Use carefully***

These *'Terms of Business'* govern your use of the StratisQ Africa Group websites and the websites, and portals, these sites may be linked to in order to access a range of surveys and assessments. By clicking on 'I accept' below, you confirm that you have read these *'Terms of Business'* and that you agree to be bound by them.

If you are a parent or guardian of an underaged child, you agree to be bound by these *'Terms of Business'* in your capacity as parent or guardian. By clicking 'I accept' you are also providing consent for your child to complete one or more assessment(s). Please remain with your child to provide assistance if necessary, but do not answer the questionnaire for your child.

### ***Permitted Access***

You have been provided a link by a qualified and trained practitioner for the purpose of completing one or more assessment(s). You understand that participation in completing the assessment is voluntary. In accordance with relevant legislation and best practice principles, all personal information will be kept confidential and secure. The username that you create during the registration process will be sent to the email address provided, but you will need to make a note of your password as this will not ever be transmitted to you. Please note that the personal and biographical information gathered during the assessment process will not be used for any marketing purposes.

### ***Your Responsibilities***

You agree not to provide the link/access given to you to any other person for any reason whatsoever. You agree that you are responsible for providing accurate and complete information when completing the assessment(s). You agree to use and access the website in a manner that will not disrupt, corrupt, or otherwise damage the website or violate the copyright of the assessments. Accordingly, the website and assessments shall not be used in a manner that is prohibited by law. Use of the website and assessments is subject to your compliance with all applicable laws and regulations in the country.

If you are a parent or guardian of a child completing assessment(s), you are responsible for advising the respondent of the importance of providing accurate and complete answers and acting in compliance to all laws.

## **Information Privacy**

*'Personal information'* is information about an identifiable individual.

As part of the assessment process, you will be requested to provide certain personal information which will be used for the purposes of scoring, analysing, interpreting, and reporting on the assessment results. You acknowledge that StratisQ Africa Group, and its subsidiaries, has no control or influence over your administrator's use of the assessment results, your information, or the reports generated after your completion of the assessment.

Data collected and received by StratisQ Africa Group or its subsidiaries in connection with the delivery of assessments is transmitted and stored on private and secure servers nationally and internationally. They are compliant to the legislation required internationally and per region.

The StratisQ Africa Group and its subsidiaries' employees and those of its service providers who require access to such personal information for the purposes of their duties may have access to this file. StratisQ Africa Group subsidiaries and such service providers may be located outside your jurisdiction of residence and such personal information may be transferred to such jurisdiction and be subject to the laws of such jurisdiction.

The internet is a global environment. By using our sites and sending information to us electronically, you consent to transborder and international transmission of any personal information collected or processed through our sites.

StratisQ Africa Group and its subsidiaries are committed to protecting the privacy and security of the information transmitted on this website and it employs technology that secures the information and prevents unauthorised access, use, or disclosure. StratisQ Africa Group and its subsidiaries employ advanced security systems that employs encryption technology to protect the transmission of information on this website. You acknowledge that the internet is not an absolutely secure medium, and the privacy of your information, communications, and visits to this website cannot be absolutely guaranteed.

The file containing your personal information will be kept on StratisQ Africa Group servers and our employees and those of our service providers who require it for the purposes of their duties may have access to this file. StratisQ Africa Group subsidiaries and other service providers may be located outside your jurisdiction of residence and your personal information may be transferred to such jurisdiction and be subject to the laws of such jurisdiction.

This website uses cookies to monitor browsing preferences. If you do allow cookies to be used, the following personal information may be stored by us for use by third parties: name, IP address, and browsing history.

### ***No Warranty on Contents, Information, or Materials***

The information included in this website does not constitute, and shall not be considered, the advice, recommendation, assessment, or endorsement of StratisQ Africa Group nor that of its subsidiaries. StratisQ Africa Group shall not be liable for any claims based on the use of any of the assessments. The assessments and other contents of the website are provided on an 'as is' basis only. To the extent permitted by law, any statutory or implied warranty of merchantability, or fitness for a particular purpose are denied and disclaimed.

### ***Copyright, Logos, and Trademarks***

StratisQ Africa Group is the copyright owner of this website and representative of the owners of copyrighted assessments on this website. These rights are protected by international intellectual property right laws, international treaty provisions, and other applicable national laws. No portion of this website, including assessment information and resources, text, images, audio, or video may be copied, modified, photographed, downloaded, or used in any manner without StratisQ Africa Group's prior written permission. The unauthorised use of all or part of this website or of the assessments is strictly prohibited and may result in the violation of a variety of laws also including copyright, trademarks, privacy, and publicity rights.

### ***General***

These **Terms of Business** shall be governed by, construed, and enforced in accordance with the laws of South Africa and the laws of the territory of the owners of assessments represented on this website.

No failure of StratisQ Africa Group, or its subsidiaries, or any other assessment owners to exercise any rights, powers, or remedies hereunder, or its delay to do so shall constitute a waiver of these rights, powers, or remedies. If any provision of these Terms of Business is found to be invalid or unenforceable, this provision will be deemed severed from the remainder of the Terms of Business, which will remain valid and enforceable.

## **2. STRATISQ AFRICA GROUP PRIVACY POLICY**

StratisQ Africa Group remains committed to protect and respect individual and corporate privacy, and to act in compliance with current data protection legislation including the Protection of Personal Information Act No.4 of 2013 (POPIA) and the General Data Protection Regulation (GDPR, EU 2016/679).

This '*Privacy Policy*' sets out how we handle data, including how we collect, store, and use personal data, our legal bases for processing your personal data, information on transfers to third parties and international transfers, as well as your rights as a data subject.

StratisQ Africa Group subsidiaries hold individual privacy to be of primary importance throughout its business practices and is committed to the confidentiality and safeguarding of all personal information collected. This '*Privacy Policy*' is inclusive to all StratisQ Online platforms, including its commercial website, application products, assessment portals, and e-commerce sites.

The international providers to StratisQ Africa Group comply to the GDPR requirements and standards. In South Africa, StratisQ Africa Group endeavours to comply to the requirements of POPIA.

For further information regarding compliance specific to these elements or national and international law, please contact us at: +27 (0) 726 3617 during office hours or send an email to: [corpaffairs@stratisq.com](mailto:corpaffairs@stratisq.com)

### **StratisQ Africa Group Websites**

Our websites obtain information that is automatically generated by a user's Internet Service Provider (ISP). This information may include the IP address, domain types, the browser type used to access our site, the location of the ISP servers, the pages of our site that the user views during the visit, any search terms entered into this site, the website address and email address of a user, and any other information transmitted by the user. This information may be collected for system administration purposes, to gather broad demographic information, to monitor the level of activity on the site, for technical support, and to improve our website by responding to customer interests and needs.

When you visit our websites and access resources on our websites, we may automatically collect technical data and usage data. We collect this via cookies, including, where available, your operating system and browser type for system administration.

## **Cookies**

Cookies are small text files that a website transfers to your computer's browser, which are used by many websites to perform a number of functions, such as remembering your preferences, recording what you have put into your shopping basket, and counting the number of people looking at a specific website. StratisQ Africa Group uses cookies to measure traffic patterns as a means to provide personalised content and to control security. The information cookies collect consists of nonidentifiable information. To eliminate cookies stored on your computer, please follow your respective browser instructions.

## **Web Security**

StratisQ Africa Group websites are protected by Transport Layer Security (TLS 1.2) encryption protocol and are secured to ensure users are browsing our websites in a secure manner. StratisQ Africa Group utilises security measures consistent with industry and current best practices relevant to the technology used to protect its websites, email, and mailing lists. Although no transmission over the internet can be guaranteed to be absolutely secure, StratisQ Africa Group is committed to protecting all personal data and any information transmitted to us.

## **Third Party Websites**

Please note that StratisQ Africa Group and its subsidiaries do not bear any responsibility for the privacy policies and practices of websites that may be linked to a StratisQ Africa Group website or to companies that may provide additional products or services. You should refer to those organisations' own specific privacy policies to learn how they collect, use, and disclose information.

## ***Type of information collected***

Whether you are a customer, supplier, or other business contact, respondent, or staff member, we will collect and use some of your personal data in the manner and for the reasons set out in this Privacy Policy.

The data collected can include personal contact information (identity data and contact data), demographic information, financial, transactional, and product purchase history. The information comes from the information you provide on any StratisQ Africa Group order forms, qualification forms, or biographical information forms. StratisQ Africa Group limits the use of this information to tasks related to the service or products you requested. Examples where personal information is used include (but are not limited to): order processing, completing an assessment, and payment activity.

Some of our assessment sites may also collect other information that you supply to us, such as information relating to your age, gender, race/ethnicity, education, and occupation where relevant in the context of the site or services provided through the site. When such personal information is submitted, it is only processed for the purposes for which you have submitted it to us. You may choose not to provide certain information, however, your decision not to provide certain information may limit the use of the products and services available to you.

On occasion we collect special category data from respondents taking our questionnaires. Collection of such special category data is optional and is only provided by the data subject themselves. Special category data is only used in aggregated and anonymised form for research and product development purposes.

Simply visiting the StratisQ Africa Group website(s) does not require you to reveal personal data, although some cookies recording session data will be collected. However, if you ask us



for information, register with us, sign up to attend any of our events, or to receive our marketing material, or otherwise express an interest in our products or services, or report a problem, we collect any personal data you submit to us.

### ***Data is collected under the following circumstances:***

- Prior to, at commencement, and during the term of a contractual relationship when you request our products, assessments, tools, and services;
- When you complete forms on our websites or submit forms via email for any purpose, including registering to use our websites, subscribing to our services and offerings, or using further services;
- When you enter a competition or promotion sponsored by us;
- When you contact us, visit us, report a problem or request to us, provide feedback to us, or complete an assessment or survey;
- When you participate in StratisQ Africa Group subsidiaries' research projects and opportunities;
- When you transact with us through our website or when you place an order with us over the phone, email, or social media.

Data is collected when you complete a psychometric assessment or other questionnaires via StratisQ Online or other StratisQ Online managed assessment sites. Completing of such psychometric and other assessments and personal data is related to our business as a provider of business psychology services and distributor of psychological and other assessments.

### ***Why personal data is used***

#### ***Customers***

Personal data of customers are used:

- To provide you with the products and services that you request from us;
- To manage our contractual relationship on an effective and ongoing basis;
- For customer administration including contractual management, invoicing, and effective communication;

- To seek your views, understand your needs, and gather your perceptions of our products and services;
- For technical support and administration of our products, services, and sites.

### ***Respondents***

Personal data collected from respondents taking our assessments will be used:

- To provide, on request from practitioners and/or your organisation personalised- and computer-generated reports derived from your responses on any of our assessments, including via our web-based scoring and delivery platform(s). Combined data from other respondents is also found in team reports, 360-degree reports, and culture/climate surveys.
- If you fail to provide such data as is mandatory for scoring and interpreting an assessment(s), we may not be able to fulfil the terms of our contract or relationship we have with you or the consultant managing your assessment process.

### ***Research***

- From the completion of our assessments, data is also collected for research and product development purposes.
- Statistical research is legally required and has to be included in the technical manuals of all assessments. You may be asked, as part of an assessment and/or research process, to give your consent for the use of your personal data for research and product development purposes.
- We use aggregated data of the assessment responses for purposes of research and product development. Such aggregated and anonymised data is used within our research and product development functions. No personal data will or can be disclosed since no person is identifiable from such data.
- We also perform data analytics using other personal data to provide business insights, such as trends, sales intelligence, marketing effectiveness, uptake on products, and business progress.

### ***Data transfer***

#### ***Scoring***

Where required we may share your personal information with third parties, some of whom may be located outside South Africa, for processing purposes. Such processing functions are

managed by national and international companies who comply to POPIA (nationally) and GDPR legislation (internationally). We remain vigilant that such compliance remains.

Data collected and received by StratisQ Africa Group and its subsidiaries in connection with the delivery of assessments will be transmitted and stored in South Africa, in some cases the United States, or Australia, and in certain circumstances in Europe with a third party Cloud Service Provider (CSP) who complies with the EU-U.S. Privacy Shield Framework.

Where personal data is transferred outside South Africa, we take all reasonably necessary steps to ensure that your data is transported securely and in accordance with this privacy policy and the requirements of the law. Such measures include, where applicable, ensuring that recipients of the data are within countries where the European Commission has made an adequacy decision with respect to the data protection laws of such country.

The internet is a global environment, and by using our sites and sending information to us electronically, you consent to transborder and international transmission of any personal information collected or processed through our sites.

### ***Releasing Reports***

We share your data with the appropriately qualified practitioner who is trained to work with the assessment data and who has requested that you take the assessment(s). They are obliged to provide appropriate feedback on the assessment results as contracted with the client.

Such a qualified party is professionally and legally bound to working with your results in an ethical, confidential, and legally compliant manner.

The practitioner may also share the results (or a summary thereof) with another practitioner or professional services team within the same organisation, provided that you are informed that this will occur, and that you have agreed by providing written consent.

### ***How we keep your data secure***

StratisQ Africa Group and its subsidiaries ensure the security and integrity of personal information through a variety of security measures which include physical, technical, and organisational measures. These integral elements are consistently reviewed and updated to ensure the security and protection of all personal information. These actions prevent loss, unauthorised access, disclosure, and the misuse of personal information.

Our IT infrastructure and applications are built to provide secure deployment of our products and services, encrypted storage of backup data with end user privacy safeguards, encrypted communications between services, and safe operations by customers.

Our staff, associates, and consultants are bound to comply with confidentiality provisions and privacy statements, in addition to completing mandatory privacy and data protection training. We have various policies that specifically address responsibilities and expected behaviour with respect to the protection of confidential information.

Respondent data is only available and accessible by selected StratisQ Africa Group subsidiary staff that support and administer the scoring and report-generation systems, including our web-based scoring and delivery platform. Respondent data access is based on a need to know basis.

We have procedures for incident and breach investigation and notification. Where our impression of the likely risk to the individuals involved concludes that a breach of personal data may result in risk to the rights and freedom of individuals, we shall promptly inform the individuals and legal authority of such a breach as is required by law and in accordance with any contractual terms.

It should be noted that StratisQ Africa Group and its subsidiaries has provided you with a username/password which enables you to access certain parts of the website, or use our products and services, for which you are responsible to keep in confidentiality. These details should not be shared with anybody.

### ***How long we keep your data***

We are bound by South African legislation (The Health Professions Act No. 56 of 1974) to keep psychological test data for five to seven years. Such data will be securely archived. We will only retain your current personal data for as long as it is necessary to fulfil the purposes for which the data is collected, including for the purposes of satisfying the needs of legal, organisational, third party, accounting, or reporting requirements. Thereafter it will be archived. The periods we retain data for are set out in our POPI Policy: Data Retention and Destruction.

To determine the appropriate retention periods for personal data, we consider the amount, nature, and sensitivity of the data, the potential harm from unauthorised use or disclosure, the purposes for which we process the personal data, and whether we can achieve these purposes through other means, including applicable legal requirements and statutory retention periods.

### ***Alteration of personal information***

In the event an individual's personal information needs to be updated, changed, transferred, or removed, they would be required to contact us at +27 (0) 11 726 3617 during office hours or send an email to: [spo@stratisq.com](mailto:spo@stratisq.com)

### ***Please note:***

StratisQ Africa Group and its subsidiaries do not release, sell, or distribute personal information to any third party unless it is required to do so by law, in the course of a merger or acquisition, or with consent from the individual for whom the personal information pertains.

### ***Opt-out***

Since the majority of StratisQ Africa Group communication is conducted via email, you have the option to unsubscribe from any email correspondence, listings, newsletters, or marketing information, and in doing so will no longer receive further email communications. StratisQ Africa Group also allows data subjects or respondents to opt-out of the StratisQ Online assessment site links at any time after they have initiated the assessment process. The

assessment and corresponding information will remain active for a 24-hour period to allow for completion and once past the 24-hour deadline, any information entered will be deleted.

### ***Changes to the StratisQ Africa Group Privacy Policy***

StratisQ Africa Group reserves the right to make changes to its '*Privacy Policy*' without prior notice. Updates to this policy will be made from time to time to reflect changes consistent with industry best practices, legislation, regulations, and the policies of StratisQ Africa Group. A notice will be posted on [stratisq.com](http://stratisq.com) for 60 days whenever this policy is changed or updated.

### ***Contact information***

If you have any questions or concerns regarding this Privacy Policy please contact us at: [spo@stratisq.com](mailto:spo@stratisq.com)

## **3. STRATISQ AFRICA GROUP SECURITY POLICY**

StratisQ Africa Group and its subsidiaries, respect, value, and protect all personal data of its customers, the data of their clients, and data collected through electronic commerce practices, with the highest level of security. We agree to use such information for the purposes outlined and to hold such information within the strictest confidence. This applies to both on- and offline information that is collected and used in the course of our activities.

### ***Physical Security***

Our servers and those of our contractual partners are located in secure facilities, which are monitored 24x7x365 through CCTV, in a secure pass card and biometrics-controlled facility. Access is governed strictly by designated administrators with all the necessary security checks completed on personnel. External security consulting firms assist with security as it relates to the physical location but are not administrators and as such have no access to any data or the means to access it.

Access to servers on-site are access controlled.

## ***Personnel***

StratisQ Africa Group subsidiaries conduct background and security screening for all personnel prior to qualification as administrators. Furthermore, StratisQ Africa Group communicates its information security policies to its subsidiaries' personnel and provides privacy and security training.

## ***Encryption***

StratisQ Africa Group servers use Advanced Encryption Standard (AES) 128/256-bit for data-in-transit encryption to secure its data. For secure data transmission between websites, the latest Transport Layer Security (TLS) protocol is used, which works with the most current web browsers, encrypting information exchanged over a network, and protecting against disclosure to third parties. Transactions between systems and backups are done through an encrypted connection.

## ***Personal Information Security***

Personal information, understood to be any information that identifies or could identify an individual, is protected by StratisQ Africa Group through a number of safety measures encompassing all systems and interactions where personal information is collected and stored. StratisQ Africa Group actively monitors all secure information reserves (including but not limited to Order Management Systems (OMS), digital data, hard copy records, and electronic platforms used) to ensure security measures are maintained at the highest level of security, meeting all regulatory and legal requirements.

## ***Assessment Data Security***

Access to data collected through online services, including but not limited to scoring services, is restricted to qualified users and requires an ID and password. Registration of StratisQ Africa Group subsidiary customers or their designated administrators '***Administrators***' is rigorous with defined qualification user levels. Identity is confirmed by a qualification form which is a binding test user agreement coupled with a review of qualifications and certification.

After you have indicated consent, StratisQ Africa Group will keep on file a record of:

1. The products and services you have purchased;
2. Your certification and qualification status;
3. Your contact information;
4. Any aggregate depersonalised information including test data indefinitely, unless otherwise stipulated.

Please note that once depersonalised, any test results or related data will no longer be considered personal information and will remain an anonymous record with no bearing or impact on the individual. In this state, it will no longer be considered a record associated with any one individual and will not be subject to regulations related to personal information and the rights of an individual.

### ***Data Storage***

All StratisQ Africa Group data (including administrator and test user information, test data, including responses to test items, and report text) are stored in an industry standard secure database. Access to this data is strictly controlled through qualified administrators. To further protect the data transmitted to StratisQ Africa Group subsidiaries, electronically for assessment or other services, StratisQ Africa Group's online scoring services encrypt access passwords, which means that identifiable data is made accessible only to the customer or their designated administrator '*Administrators*'. The test data will be stored on a server with Advanced Encryption Standard (AES) which is physically located in different parts of the world and complies with the Privacy Shield Framework.

### ***Data Retention***

StratisQ Africa Group subsidiaries hold any aggregate depersonalised information including test data, indefinitely. Personalised examinee data is kept for five days, however, the aggregate (raw data) remains indefinitely which allows the administrator to regenerate the report upon request through their online account. The qualified user can delete the data from the database at any time.

### ***Unauthorised Access***



In the event that StratisQ Africa Group, or one of its subsidiaries, becomes aware of a security breach, StratisQ Africa Group will promptly investigate the matter and notify the applicable parties. An investigation will be conducted without delay, consistent with:

1. Legitimate needs of law enforcement and the Privacy Commissioner's office;
2. Measures necessary to determine the scope of the breach;
3. Efforts to identify the individuals affected;
- 4.
5. Steps to identify cause of breach and restore the reasonable integrity of our secure server.

### ***Data Back Up***

All data is backed up on a daily, weekly, and monthly basis onto data centres. Access is strictly governed by designated administrators with all the necessary screen checks completed on staff. External security consulting firms assist with security as it relates to physical location but, are not administrators and as such have no access to any data.

### ***Risk Assessment***

Formal information risk analysis is carried out for critical systems and environments as part of business continuity initiatives and are reviewed regularly. The evaluation of each threat takes into account its business impact, likelihood of occurrence, and what options are available to eliminate or mitigate the identified risk. StratisQ Africa Group subsidiaries is committed to maintaining a low-risk threshold and takes active steps to proactively mitigate risks through extensive planning and implementation of improved measures.

### ***Disaster Recovery***

StratisQ Africa Group and its subsidiaries maintains current disaster recovery plans which address data results, personal information, and online services to ensure minimal impact to customers using applications, while maintaining the strictest level of security throughout. For further information regarding compliance specific to these elements please contact corporate affairs at: [corpaffairs@stratisq.com](mailto:corpaffairs@stratisq.com)

### ***Qualification***

Eligibility to purchase restricted products requires the completion of a qualification form which requires the validation of identity, credentials, and other information as deemed necessary. Certification results are retained by StratisQ Africa Group subsidiaries but are de-identified and never disclosed to a third party, including an employer, without prior consent.

### ***Assessment Data***

StratisQ Africa Group retains aggregate, non-person-specific data obtained from the processing of StratisQ Africa Group subsidiaries owned and distributed products and services for research and statistical purposes for internal use only, its affiliates, subsidiaries, licensees, successors, assignees, suppliers, and advertisers. Your identity is kept strictly anonymous with all data adhering to the record retention security protocols and standards. The collection of personal information is limited to what has been identified as necessary for the purpose. Consent for the collection of data is obtained as follows:

- Expressed and implied consent is given at the time an assessment is administered. Qualified persons overseeing the assessment are bound by national and internationally recognised ethical rules;
- Express consent is provided for the collection of sensitive data for qualified research.

### ***Third Party Access to Data***

Personal data of any kind related to clients/customers or their own clients are never sold to any third parties. StratisQ Africa Group holds all information collected in strict confidence, taking active measures to protect any and all data. StratisQ Africa Group is committed to continuously enhancing its overall security through ongoing improvements and constant monitoring. StratisQ Africa Group holds the ability for internal administrators employed by StratisQ Africa Group or its subsidiaries to audit records accessed within the system as a mechanism of monitoring and breach control.

## **4. USE OF THE STRATISQ AFRICA GROUP WEBSITES**

Please read these Terms of Business carefully before using any of StratisQ Africa Group's websites. By using this website, you indicate your agreement to these Terms of Business.

## ***Copyright, Logo's, and Trademarks***

StratisQ Africa Group is the copyright owner of this Site and all of the contents of this Site. These rights are protected by South African and international intellectual property right laws, international treaty provisions, and other applicable national laws. No portion of this Site, including the assessments' information, text, images, audio, or video, may be copied, modified, or used in any manner without StratisQ Africa Group's prior written permission. Any name, logo, trademark, or service mark contained and accessed by this Site is owned or licensed by StratisQ Africa Group or its subsidiaries and may not be used in any manner without StratisQ Africa Group's prior permission. Unauthorised use of all or part of this Site is strictly prohibited and may result in the violation of StratisQ Africa Group's trademarks, those licensed to StratisQ Africa Group subsidiaries, StratisQ Africa Group privacy, copyrights, and publicity rights.

## ***Warranty on Contents, Information, or Materials***

The information included on this website does not constitute, and shall not be considered the advice, recommendation, assessment, or endorsement of StratisQ Africa Group or its subsidiaries. The contents of this Site are provided on an 'as is' basis only and can be changed or updated without notice. To the extent permitted by law, any statutory or implied warranty of merchantability or fitness for a particular purpose is completely denied and disclaimed. StratisQ Africa Group and its subsidiaries deny any responsibility for the content of other sites on the internet, which may be linked to the Site, or any material of third parties that may be accessed through the Site.

## ***Links***

Professional organisations, psychologists, psychometrists, teachers, schools, universities, educators, authorised distributors, trainers, and other appropriately qualified entities may establish a link or links to the StratisQ Africa Group websites. Links, however, have to comply with the following requirements:

1. You may not frame or alter the appearance of <https://stratisq.com/>; <https://stratisq.africa>; <https://stratisq.online>; <https://kineticleadership.com>; <https://asystems.online>; <https://asystems.africa>
2. You may not state nor imply that StratisQ Africa Group or any of its subsidiaries endorse, sponsor, or otherwise approve your website, your services, your opinion, or any other websites.
3. You must abide by all the other '*Terms of Business*' of sale and use, as well as the policies set forth herein. For example, you may not host or reproduce StratisQ Africa Group or its subsidiaries' content on your website.
4. You agree not to portray StratisQ Africa Group or the products and services provided in a derogatory or negative manner.
5. Your website may not contain:
  1. vulgar, racist, obscene, pornographic, or indecent language or images
  2. material that is untrue, defames, abuses, harasses, or threatens others
  3. statements that are bigoted, hateful, and racially demeaning
  4. material violating any person's right of privacy or ownership
  5. copyrighted material without written consent
  6. any content or activity involving or encouraging illegal activities
6. You may not use this website in any manner that infringes the rights of another party.
7. You agree to use and access the website in a manner that will not disrupt, corrupt, or otherwise damage the website. Accordingly, you will not use this website in a manner that is prohibited by law. Use of this website is subject to your compliance with all the applicable laws and regulations nationally and internationally.

## **5. STRATISQ AFRICA GROUP USERS OF STRATISQ ONLINE**

StratisQ Africa Group offers StratisQ Online platforms as a user-friendly, professional, and secure online facility for doing assessments, surveys and other analyses, their scoring, and reporting on the results. StratisQ Online and the other assessment- and scoring sites it may be linked to, are managed with compliance and professional ethics. Please accept the following '*Terms of Business*' for Use:

## **Permitted Access**

A 'User' is defined as a duly trained, qualified, and appropriately registered individual who has been issued an access username and password by StratisQ Online or the relevant portal and has commenced administering at least one of its assessments to clients. As a User, you have been authorised and provided a username and password to gain access to the StratisQ Online administration and scoring system for purposes of administering StratisQ Africa Group-owned and distributed assessments to your clients.

## **User's Responsibilities**

All users of StratisQ Online platforms take full responsibility for the use of this site/system and other online platforms to which it may be linked. The User commits to adhere to all local legislation and regulations with regards to the use of assessments, assessment results, and confidentiality of data.

In South Africa where users of psychological assessments have to be registered with the Health Professions Council of South Africa (HPCSA), the user will ensure full compliance to such registration and the ethical and professional guidelines. The User will ensure that their HPCSA registration remains active and in good standing and will immediately let the respective StratisQ Africa Group subsidiary know when their professional registration lapses.

Except as provided herein, the User agrees not to provide, to any other person, the username and/or access password if such a person is not fully trained and accredited by StratisQ Africa Group to have earned legal and best practice access to the assessments in their own right and will take full responsibility for the costs incurred. You may provide an individual link to the assessment to the respondents for the purpose of completing the administration process. Should you rely on an administrator to support you in sending and receiving 'links', you take full responsibility for the actions and compliance of such a person.

The user agrees to use and access the website/system/portal in a manner that will not disrupt, corrupt, or otherwise damage the website, or place it at risk. Accordingly, the website shall not be used in a manner that is prohibited by national or international law. Use of this website

is subject to compliance with all applicable laws and regulations in South Africa, your own location, and internationally.

### ***StratisQ Africa Group (and subsidiary) Responsibilities***

StratisQ Africa Group is committed to providing a user-friendly yet safe and secure online system for the administration and scoring of assessments. StratisQ Online platforms are available to appropriately qualified users 24-hours of all days during the year. Within reason, StratisQ Online will provide notifications when maintenance or upgrades to the system will be done, as this may impact on the availability of the service. Support in the 'set-up' and use of the StratisQ Online platforms are available during office hours (8.00 to 16.00) every weekday excluding public holidays or days over the Christmas break (23 December to 3 January). StratisQ Online provides support by way of training, workshops, webinars, email, and telephonic information and personal visits.

### ***Information Privacy and Security***

The User understands and agrees to take absolute responsibility in ensuring that all personal and assessment information of their clients is managed with absolute care, accuracy, and confidentiality, respecting the rights of all individuals being assessed.

The information entered as part of the administration process (including any personal information such as responses to items, scores, and other similar data) will be provided to StratisQ Online for the purposes of scoring an assessment's results and generating a report or reports. The User acknowledges that StratisQ Online has no influence over the use of these results *by the User* other than ensuring that the StratisQ Online system is secure, requesting appropriate qualifications, checking professional registration status, providing continuous support and training opportunities, and following up on complaints.

The *User* acknowledges that the internet is not an absolutely secure medium, and that the privacy of the information, communications, and visits to the website cannot be completely guaranteed. StratisQ Online is however committed to protecting the privacy and security of the information transmitted on this website. StratisQ Online servers use 128-bit industry standard Secure Sockets Layer (SSL) encryption which is encryption technology that works with the most current web browsers. SSL encrypts the administrator's personal information

as well as the respondent's information returned to the administrator, protecting against disclosure to third parties. Our StratisQ Online platform conforms to the industry standard security protocols concerning data relevant to the version of the application and its subcomponents and subsystems.

## **Research**

The user has access to the data collected on his/her StratisQ Online portal. Additional data, when required, may have to be requested from related websites linked to StratisQ Online.

StratisQ Online reserves the right to store depersonalised, anonymised, and aggregated data in its database for research and statistical purposes by StratisQ Africa Group, its affiliates, subsidiaries, licensees, successors, assignees and suppliers.

The User acknowledges that StratisQ Africa Group cannot manage, update, or delete the information stored and controlled by the User in their own assessment portal.

Data collected and received by StratisQ Africa Group or its subsidiaries in connection with the delivery of assessments will be transmitted and stored in South Africa, the United States, Australia, and Europe, with a third-party Cloud Service Provider (CSP) who complies with the EU-U.S. Privacy Shield Framework. The internet is a global environment, and by using our sites and sending information to us electronically, you consent to transborder and international transmission of any personal information collected or processed through our sites.

## **Printing and Downloading**

The site allows for the printing of answer sheets for the purpose of manual administration and scoring on only some of the StratisQ Online assessments. Any unauthorised reproduction of test material is not permitted. The User is expressly prohibited from copying, duplicating, or downloading StratisQ Online materials in any other manner and for any other purpose.

Please contact StratisQ client services at [clientservices@stratisq.com](mailto:clientservices@stratisq.com) (+27 11 726 3617) if you require more information about the printing and downloading of information. If you believe

that you have received an unauthorised copy of any StratisQ Online assessment forms, please contact StratisQ Online at [info@stratisq.com](mailto:info@stratisq.com) (+27 11 726 3617).

### ***Dormancy/Expiration***

The tokens/credits that a *User* has purchased from StratisQ Online will not expire as long as the *User's* account is active. The tokens/credits will only revert if there has been no account activity for one (1) year.

In the event of account inactivity that lasts for a period of one (1) year, StratisQ Online will notify the *User* via email that the account will be declared dormant. If the *User* does not reply to the email with alternate instructions, and if there is still no activity within the account, then StratisQ Online will declare the account as being dormant. Upon this dormancy, any tokens associated with the account will be reclaimed by StratisQ Online.

### ***Refund***

If the *User* has purchased tokens/credits that they no longer wish to use, they are entitled to a full refund of the purchase price of the unused tokens if they contact StratisQ Online Client Services within 30 days of token purchase (date of order received).

If the thirty (30) days have passed, the *User* is entitled to a credit for the purchase price of the unused tokens/credits if they contact StratisQ Online Client Services within ninety (90) days of receiving the order for token purchase. This credit can be used toward the purchase of any similarly priced StratisQ Online product.

After ninety (90) days the *User* may not return or exchange tokens/credits. Note that the account dormancy policies apply.

StratisQ Online reserves the right to change the price of tokens/credits (i.e. the amount in legal currency required to purchase an individual token/credit) or the price in tokens/credits (i.e. the number of tokens/credits required to purchase a product) at any time.

The *User* undertakes and agrees to keep their account with StratisQ Online in good standing by timeously paying all outstanding amounts owed to StratisQ Online.



## ***Disclaimer - Discontinuation of Tokens/Credits***

Should StratisQ Online's business context, business model, business needs, or practices migrate away from the use of tokens/credits, StratisQ Online reserves the right to discontinue and terminate the use of tokens.

Any tokens held by *User* in the event of discontinuation of tokens, shall be converted to a credit toward the purchase of any StratisQ Online product of the same value at the time of the purchase of the token.

## ***Warranties***

The information included on this website and reports generated through the administration process, do not constitute, and shall not be considered the advice, recommendation, assessment, or endorsement of StratisQ Africa Group or its subsidiaries. StratisQ Africa Group will not, nor will its subsidiaries, be liable for any third-party claims based on the use of any assessments. The instruments and the contents of this website are provided on an 'as is' basis only. To the extent permitted by law, any statutory or implied warranty of merchantability or fitness for a particular purpose are completely denied and disclaimed. StratisQ Africa Group and its subsidiaries expressly disclaims any and all other warranties, express or implied, including, without limitation: (1) any warranties concerning the availability, accuracy, or content of any information, products, services, or the site; (2) any warranty of title, or warranties of merchantability, or fitness for a particular purpose.

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### ***Governing Law***

This agreement shall be governed by the laws of South Africa.