HYPA

ADDENDUM – DATA PROCESSING

THIS ADDENDUM MUST BE READ IN CONJUNCTION WITH THE GENER-AL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THE ADDENDUM SHALL APPLY.

1. SCOPE

1.1. This addendum deals with the Processing of Personal Information where the Customer is a Responsible Party, and HYPA is the Operator.

1.2. Where HYPA is the Responsible Party and Customer is the Data Subject, the processing of Customer's Personal Information is governed by the General Terms and Conditions, the Code of Conduct Regulations published under section 69 of the ECA and POPIA.

1.3. In terms of this addendum:

1.3.1. HYPA will take accountability for Personal Information that traverses or is temporarily stored in devices on its Core Network as set out in clause 4 read with clauses 5 and 6 of this addendum; and

1.3.2. Customer takes accountability for Personal Information on is Subscriber Equipment, or that is transmitted across theCustomer's network as more fully set out in clause 7 of this addendum.

2. DEFINITIONS

Capitalised terms not defined herein have the same meaning as defined in the General Terms and Conditions.

2.1. **Core Network** means all the network infrastructure between Vox's Routers;

2.2. **Data Subject** is as defined in POPIA;

2.3. **ECTA** means the Electronic Communications and Transactions Act, 25 of 2002;

2.4. **End-Point/s** means the Managed Service Equipment (whether physical or virtual) connected to Customer's Subscriber Equipment;

2.5. **Operator** is as defined in POPIA;

2.6. **PE Router** means a router between H's network and networks owned and administered by other network providers;

2.7. **Personal Information** means Personal Information as defined in POPIA;

2.8. **POPIA** means the Protection of Personal Information Act, 4 of 2013;

2.9. **Processing** means, for this addendum, the dissemination, transmission or distribution across the HYPA Core Network of Personal Information destined for, or originating from, Customer's End-Point/s; and

2.10. **Responsible Party** is as defined in POPIA.

3. PROCESSING PERSONAL INFORMATION IN TERMS OF ECTA

3.1. For purpose of this addendum, HYPA does not subscribe to the principles set out in section 52 of ECTA simply because HYPA does not retain the Personal Information it Processes;

3.2. HYPA is a member of a recognised industry representative body and accordingly the limitations of liability in ECTA applies to the HYPA. Consequently, Customer acknowledges that in respect of Processing (as defined herein), ECTA provides as follows:

3.2.1. Mere conduit. HYPA is not liable for providing access to or for operating facilities for information systems or transmitting, routing or storage of data messages via an information system under its control, as long as HYPA -

3.2.1.1. does not initiate the transmission;

3.2.1.2. does not select the addressee;

3.2.1.3. performs the functions in an automatic, technical manner without selection of the data;

3.2.1.4. and does not modify the data contained in the transmission.

3.2.2. Caching. Where HYPA transmits data provided by Customer via an information system under its control, it is not liable for the automatic, intermediate, and temporary storage of that data, where the purpose of storing such data is to make the onward transmission of the data more efficient to other recipients of the service upon their request, as long as HYPA -

3.2.2.1. does not modify the data;

3.2.2.2. complies with conditions on access to the data;

3.2.2.3. complies with rules regarding the updating of the data, specified in a manner widely recognised and used by industry;

3.2.2.4. does not interfere with the lawful use of technology, widely recognised and used by industry, to obtain information on the use of the

3.2.2.5. data; and removes or disables access to the data it has stored upon receiving a take-down notice referred to in section 77 of ECTA

3.2.3. Hosting. Where HYPA provides a service that consists of the storage of data provided by the Customer, HYPA is not liable for damages arising from data stored at the request of the Customer, as long as HYPA -

3.2.3.1. does not have actual knowledge that the data message or an activity relating to the data message is infringing the rights of a third party; or

3.2.3.2. is not aware of facts or circumstances from which the infringing activity or the infringing nature of the data message is apparent; and

3.2.3.3. upon receipt of a take-down notification referred to in section 77, acts expeditiously to remove or disable access to the data.

3.2.4. No general obligation to monitor. There is no general obligation on HYPA to monitor the data which it transmits or stores.

4. HYPA OBLIGATIONS

4.1 Processing. HYPA will:

4.1.1. Process Personal Information on behalf of Customer only with the knowledge or authorisation of the Customer;

4.1.2. treat Personal Information conveyed across its Core Network as confidential and will not disclose it unless required by law or in the course of the proper performance of its duties.

4.2. Security measures

4.2.1. Whilst HYPA is Processing Customer's Personal Information, HYPA will ensure that it takes appropriate, reasonable technical and organisational measures to prevent -

4.2.1.1. loss of, damage to or unauthorised destruction of Personal Information; and

4.2.1.2. unlawful access to or processing of Personal Information whilse traversing the HYPA Core Network.

4.2.2. HYPA will notify Customer's designated contact person immediately where there are reasonable grounds to believe that Personal Information has been accessed or acquired by any unauthorised person while traversing the HYPA Network.

5. CUSTOMER CONSENTS

5.1. To give effect to clause 4.1.1 above, the Customer hereby freely and voluntarily provides HYPA with permission to Process their Personal Information in accordance with these terms and with POPIA.

5.2. The Customer acknowledges they understand how Personal Information will be processed and consents to the processing thereof.

6. CROSS BORDER TRANSMISSION OF PERSONAL INFORMATION

6.1. HYPA transmits messages to and from source and destination IPs without interrogating the geographic location of a source or destination IP.

6.2. Furthermore, once a message exits the Vox Core Network onto the network of an interconnect, peering or transit party's network, HYPA has no further control of the path that the message is routed on, or the security measures taken along that path. This is a function of the nature of how the global internet functions.

6.3 Accordingly, HYPA has no control of the territories to or from which messages are sent.

7. CUSTOMER OBLIGATIONS

7.1 Customer acknowledges and agrees that the HYPA security products and services are only components of the Customer's overall security programme.

7.2 Even though HYPA offers or provides Customers with security products to protect the logical and physical security of a Customer's networking environments.

7.3 The Customer remains responsible for maintaining the security of their internal network and Subscriber Equipment from unauthorised access.

7.4 Customer must ensure that they obtain the consent of their Data Subjects for the transmission of Personal Information to countries outside of the Republic of South Africa.

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