



THE JVR AFRICA GROUP

Terms of Business

The Use of Electronic and Online
Systems

June 2021

A decorative graphic on the right side of the page, consisting of several overlapping geometric shapes. A large teal triangle points upwards from the bottom right. A dark blue circle is positioned in the lower left, overlapping a teal shape. A yellow-green triangle is visible in the middle right area. The overall design is modern and abstract.



The Use of Electronic and Online Systems

This document must be read with all the other JVR Terms of Business documents as well as our Policies on Data Security and Privacy. With regards to the combined use of one or more of the JVR systems, please read both the general and specific operational requirements of the systems.

1. Introduction

The JVR Africa Group (JVR) is the owner, distributor, and/or user of a variety of electronic and online systems or platforms. These systems provide professional, modern, user-friendly, efficient, reliable, and secure methods of measuring, reporting on, developing, and managing talent. The systems provide stand-alone services or can be used in combination to address clients' needs for more comprehensive or bespoke talent solutions.

The JVR technological systems allow for the following:

- Access to a wide variety of assessments, methodologies, and tools
- Single, combined, and/or integrated assessment, competency, and survey reports
- System integration within the JVR Group and with external platforms
- Data management and analysis

The use of the JVR-owned, used, and distributed electronic systems is governed by, construed, and enforced in accordance with the laws of South Africa, specifically also the Protection of Personal Information Act (POPIA) and the Health Professions Council of South Africa (HPCSA). The international systems integrated with the JVR-owned systems comply to GDPR (EU/EEA) or equivalent legislation in their country of origin.

The JVR systems are available 24-hours of all days during the year, except for where maintenance and upgrades to the systems need to be done. In this regard, given that it could impact on the availability of the service, JVR will provide notifications timeously.

Support in obtaining proposals, quotes, prices, or being 'set-up' and guided in the use of the JVR systems, is available during office hours (8.00 to 16.00) every weekday, excluding public holidays or days over the Christmas break (22 December to 3 January).

Please note: To the best of JVR's knowledge the JVR-owned or contractually used online- and electronic systems are reliable, robust, and free from any faults, defects, bugs, destructive coding, or devices, and JVR will use its best endeavours to ensure that the systems remain so.

JVR will use its best endeavours to maintain the stability and integrity of the systems but, cannot be held liable for the use and functionality of the systems.

2. Definitions

Please refer to Annexure A for the list of definitions related to the JVR Africa Group Terms of Business.

3. Copyright, Logos, and Trademarks

JVR and the contractual suppliers and partners we work with, are the rightful owners of various online platforms. JVR and/or the contractual suppliers we work with, own the IP of the systems and the copyright of all the content thereon. All information contained in/on the JVR systems are either owned by or licenced to JVR. Unauthorised use of all or part of the online platforms or its contents is strictly prohibited. No portion of these platforms, including any name, logo, trademark, or service mark contained and accessed by these websites, and owned or licenced by the supplier, may be used in any manner without JVR and the supplier's prior written permission.

No portion of these online facilities and information contained thereon and accessed through the site, including assessment items, scoring, reports, support and other information, models, text, resources, learning material/content, services, templates, names, trademarks, service marks, images, audio, or video, training, methodology, structure, logo, or design may be copied, translated, stored, shared, modified, photographed, downloaded, duplicated, copied, used, or distributed in any manner without prior written permission from JVR. JVR reserves the right not to provide such permission. These rights are all protected by national and international intellectual property right laws and international treaty provisions.

4. Information Privacy and Security

JVR regards the privacy and security of all data sourced and managed through our online systems of primary and critical importance. There are two general levels of access to the JVR systems, that of:

- a. Users of the systems (clients of JVR) and the Users' own clients/employees
- b. JVR employees and contractors (3rd parties) who use, build, maintain, and enhance the JVR-owned electronic and online systems

Both these categories of access to the data on the JVR systems are managed according to the strictest technical, organisational, and contractual measures. In addition to the JVR Terms of Business documents, also refer to the JVR Policies on Data Security and Privacy available on the JVR website.

4.1 The JVR Responsibilities for Information Privacy and Security

JVR is committed to protecting the privacy and security of all the information placed and processed on the JVR-owned, used, and contractually managed online systems.

- a. JVR's commitment to the safety and security of all data is enforced by Board-, HR-, Technology-Governance, and specifically also IT and POPIA policies and processes to ensure implementation and compliance. In addition, consent forms, standard operating procedures, third party agreements, integrator agreements, non-disclosure, and a range of other contractual agreements are implemented to ensure compliance to national and international legislation and best practice regarding the secure, safe, and responsible management of data (more information can be obtained from the informationofficer@jvrafrica.co.za).
- b. The information entered into the JVR systems require consent and is then used in compliance to the services contracted for.
- c. All data touchpoints are identified and managed according to national and international best practice and legislation.
- d. The JVR systems are only available to appropriately vetted, accredited, and qualified users.
- e. Where cross-border sub-processing is done, it is managed according to POPIA and GDPR specifications and guidelines, ensuring equitable security and safety of the personal information and data transferred and received.
- f. The JVR Online and Electronic platforms conform to the industry standard security protocols concerning data relevant to the version of the application and its subcomponents and subsystems.
- g. JVR 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.
- h. In addition to continuously ensuring safe and secure systems, JVR also gives continuous attention to providing an efficient, user-friendly yet professional experience to all users and clients of the JVR systems.

4.2 Users', Delegates', and Clients' Responsibility for Information Privacy and Security

The personal information entered into the JVR systems by Users, Clients, or Delegates is a core requirement for administration processes such as registering and attending learning events, responding to, scoring, and reporting of assessments, or embarking on contracted consulting and/or research projects. In this regard, clients, delegates, or those using/overseeing the use of the JVR electronic systems:

- a. Take full responsibility, to use the JVR-owned and distributed platform(s) legally, professionally, ethically, appropriately, responsibly, and with a continued awareness of the rights of all individuals who access the systems. Specific attention should be given to ensuring compliance to the laws of the specific country in which the services on the JVR systems are offered.
- b. Will ensure that the informed consent documents required by the JVR systems be fully completed and personally signed/accepted by each person/client/employee.
- c. Understand and agree that they take the responsibility for providing full, verified, and accurate information into the JVR systems.

- d. Will ensure that all the personal information they have access to, is managed according to the POPIA/GDPR requirements and at minimum, equivalent to the safety and security of personal data required by the HPCSA and JVR.
- e. Acknowledge that the internet is not, an absolutely, secure medium, and that the privacy of the information, communications, and visits to online systems cannot ever be completely guaranteed.
- f. Will ensure that no unauthorised use of any or all or parts of the JVR-owned or managed online systems, including for instance, trying to access confidential data, screen-printing/photographing/copying test items, or obtaining or using other people's access codes without permission, is allowed.
- g. Will use and access the JVR online platforms in a manner that will not disrupt, corrupt, or otherwise damage the website(s) or the reputation of the JVR Africa Group.
- h. Agree that the online platform(s) will not be used in any manner that is prohibited by law, professional ethics, or that infringes the right of the owners and distributors.
- i. Accept that the personal information entered into the JVR systems by Users, Clients, or Delegates is a core requirement for administration processes such as registering and attending learning events, responding to, scoring, and reporting of assessments, or embarking on contracted consulting and/or research projects. In this regard, clients, delegates, or those using/overseeing the use of the JVR electronic systems:
 - (i.) Will ensure that all test instructions and assessment processes have been complied with and accept full responsibility for the accuracy of the information supplied to JVR.
 - (ii.) Accept that the reports generated through the administration process of JVR do not constitute, and shall not be considered to be advice, recommendations, or endorsements by JVR unless the word "advice", "recommendation", or "endorsement" is specifically used in a sentence, paragraph, or section in which case that sentence, paragraph, or section (as the case may be) shall be regarded as advice, recommendation, or endorsement (as the case may be).
 - (iii.) Accept that all reports, advice, recommendations, or endorsements by JVR referred to in (ii) above, shall be subject to the provisos, conditions, and/or qualifications set out in such documents.
 - (iv.) Accept that JVR shall only supply assessment reports to clients on the terms and conditions set out in the agreement/s between JVR and the client.
 - (v.) Accept that JVR accepts no responsibility or liability for:
 - (a) the use and interpretation of reports by clients or staff of clients, who have not been properly trained.
 - (b) the incorrect scoring, weighting, or interpretation or application of reports by the client or its staff.
 - (c) the use of reports for incorrect or unauthorised purposes.
 - (d) incorrect recommendations by clients or their staff members.
 - (e) interpretations based on derivative and copyright violated versions of assessments distributed by JVR.
- j. Agree that JVR shall not be liable for any third-party claims based on the use of any assessments, training, or services.

- k. Also, acknowledge that the contents, information, learning material, and assessments on the JVR systems 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.
- l. Note that JVR expressly disclaims any, and all other warranties, expressed 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.
- m. Agree that failure of JVR or any other product 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.
- n. Acknowledge that JVR, as a professional processor of information, does not have control over the User's use of the personal information of their own clients. Other than ensuring that the JVR electronic and online systems are safe and secure, continuously, confidentially, and securely maintained, enhanced, and backed-up according to legislation and best practice, JVR cannot be held responsible for breaches of confidentiality by the User. Such breaches should immediately be reported - also to JVR for the attention of the informationofficer@jvrafrica.co.za
- o. Accept responsibility for maintaining the secrecy and security of access codes and passwords. Any suspected breach of this security should immediately be reported to JVR (informationofficer@jvrafrica.co.za).
- p. Will not make use of data collected to create derivative products or copyright violations.
- q. Will not make available the personal information of clients to any third party without signed consent from the client concerned, and doing so, ensure equivalence in the protection of personal information of the receiving party.
- r. Take responsibility of ensuring confidential and accurate record-keeping of all personal information, also the information provided by JVR, in accordance with legal and ethical regulations. The safe and confidential storage of electronic information should be done according to POPIA and GDPR guidelines.

5. Guidelines on Specific JVR Systems

The JVR Africa Group of Companies (JVR) own, distribute, and/or use a variety of electronic and online systems. These systems provide professional, modern, user-friendly, efficient, reliable, and secure methods of measuring, reporting on, developing, and managing talent. The systems provide stand-alone services or can be used in combination to solve clients' needs for more comprehensive or bespoke talent solutions.

5.1 Terms of Business - JVR Consulting Psychologists: The INTEGRATE System

JVR Consulting Psychologists specialises in- and provides a wide variety of organisational services including, but not limited to, selection or succession evaluations, talent development, coaching, team optimisation interventions and talent analytics services. The JVR INTEGRATE system provides end-to-end and automated solutions to corporate clients, allowing for the centralisation of talent data and efficiency in consulting/people development services.

For more detailed information on the JVR INTEGRATE system please phone JVR during office hours at 27 11 781 3705/6/7 or send an email to support@integratezone.com

5.1.1 Purpose of INTEGRATE

The INTEGRATE Systems allows for:

- a. Organisations and their employees to gather, record, and report available assessment information (including psychometric and survey data) in a safe and central location.
- b. Administration of the system to be managed in-house or by JVR as an outsourced partner, with various user roles created in order to allow specific users access to specific information.
- c. An employee/applicant self-service through a web interface branded and customised to the needs of the client organisation.
- d. Competency-based report output linked to role requirements.
- e. Integration with applicant tracking- and talent management systems (such as SAP Success Factors).
- f. The ability to build and maintain development plans, provide feedback to applicants and employees with e-feedback modules.
- g. Future system functionality will include, but not be limited to building career matrices, analysing group results, industry benchmarking, and access to the JVR Coaching Network.

5.1.2 System set-up and use

- a. INTEGRATE is typically customised according to client requirements and specifications. This can be a basic- or even full customisation depending on the requirements of the client organisation.
- b. Clients can also use a generic version of INTEGRATE, which includes a series of specific, yet basic report outputs. These reports and functionalities are updated by JVR from time to time.
- c. The specific needs and requirements of clients are captured and managed according to a negotiated, scoped, and formulated contractual agreement.
- d. Invoicing is done on a monthly basis.

5.2 Terms of Business - JVR Academy: The iGrow and other Learning Management Systems

JVR Academy offers a wide variety of learning and development opportunities. These include a range of Professional and International Certifications, as well as Skills Development courses, webinars, learning lessons, CPD events, and more. These learning and development opportunities are available in a virtual/online, blended, and/or in classroom format. Virtual training sessions may be offered on Microsoft Teams or Zoom, or any other platform proposed by the client. Other e-learning development options are available on additional platforms. Registration requirements, dates, duration, qualification

thresholds, experience, examination requirements, methodology used, CPD provision, and costs may differ widely.

For more detailed information please contact JVR Academy by phoning 27 11 781 3705/6/7 during office hours or send an email to training@jvracademy.co.za.

5.2.1 Purpose of the JVR Learning Management System(s)

- a. To provide a trusted and secure learning platform where a variety of stand-alone e-learning courses can be deployed.
- b. To provide a platform that supports JVR Academy's blended learning and development approach, i.e., where smaller learning units are posted in addition to virtual or in-class sessions.
- c. To provide delegates with self-directed, continuous e-learning and development opportunities.
- d. To provide an interactive learning system that contributes to active participation in the learning process (e.g., quizzes, videos, chat communities, gamification).
- e. To provide clients/organisations with learning and development analytics that give insights into the impact and application of the learning in the workplace.

5.2.2 Usage of the JVR Learning Platform(s)

The following provides the *Terms of Business* regarding the use and implementation of online and other electronic and technical learning opportunities.

5.2.2.1 Registration, confirmation, and participation

- a. All learning events are triggered by the registration of delegates for specific events. It is the responsibility of each delegate to provide full and accurate information on the electronic JVR registration form to ensure the efficient processing of their registration.
- b. Delegates must ensure that he/she has received confirmation from JVR Academy regarding their registration before the event. Confirmation from JVR will include the topic, name of the presenter, date and time, the programme/agenda, as well as the relevant login codes and a tax invoice.
- c. It is expected that for in-class and virtual sessions, delegates will arrive timeously, attend the full event, participate actively throughout, and fulfil all other criteria required for the specific course. This includes all the relevant e-learning components on the learning platforms.

5.2.2.2 Examinations, assessments, or questionnaires

- a. The assessments and examinations relevant to some of the learning programmes must be completed with honesty and in full by the individual him/herself in a quiet and private environment.
- b. There may not be assistance by any other parties when completing any of the assessments, questionnaires, examinations, or tests.

5.2.2.3 Transfers and changes

- a. In the event of unforeseen circumstances, JVR reserves the right to change links to a certain platform, change the speaker, content, date, or even to cancel the event. Delegates will be notified of such changes wherever possible at least 5 working days prior to the event.

- b. It may be possible to arrange for substitute attendance given that the delegate fulfils the academic and registration criteria and is appropriately experienced.
- c. It is possible to transfer a registration to a next scheduled learning event, once only, at no charge, if such a request is received in writing at least five (5) working days before the initial event. The transfer, if the request is received within five working days before the event, will incur a 20% transfer fee.
- d. Access and login details to the learning platforms may under no circumstances be transferred or shared with any other parties and may only be used by the individual who registered for a particular course.

5.2.2.4 Cancellations, invoices, and payments

- a. All cancellations must be confirmed in writing to training@jvracademy.co.za more than 5 working days before the event. Should the cancellation be received within 5 working days, it will result in a 50% cancellation fee.
- b. Events booked for the JVR Academy package offerings cannot be substituted by alternative events that do not form part of such a package. Refunds do not apply to package offerings.
- c. Those who do not show up for a training event will be invoiced at 100% of the cost.
- d. No refunds or credits will be provided to those who do not attend a learning event and who have not given any prior notice of non-attendance.
- e. Payment must be received in full before the event starts or before login details to the learning platforms will be made available. JVR reserves the right to refuse admission where the evidence of payment has not been received.
- f. Should there be exceptional circumstances that may impact on payment and permission has been provided by JVR to extend the payment time, no learning and certification results will be made available before the full invoiced price for the learning course has been settled.
- g. Where training material must be sent by courier before the certification or training event, the costs will be included on the invoice. Should the package been sent and the registration for the event is then cancelled, the training material must be sent back to JVR within 2 days and this cost will be for the delegate's own account. Proof of having sent the package needs to be forwarded to JVR Academy (training@jvracademy.co.za).

5.2.2.5 Content and ownership

All the content on the platforms is considered as the intellectual property of the JVR Africa Group or contractually managed by the JVR Africa Group and may not be reproduced, recorded, filmed, downloaded, and/or in any other way used to create copies or derivatives or for any other purpose.

5.3 Terms of Business - JVR Psychometrics: JVR Online and Additional Psychometric Platforms and Systems

JVR Online forms part of a variety of assessment administration, scoring, and reporting online systems, owned, developed, or contractually used and distributed by JVR. Some of the systems are integrated via web services with JVR Online and some serve as stand-alone systems accessed by Users and Clients for purposes of assessment administration, scoring, reporting, and data management.

5.3.1 Purpose of the JVR Online (JVRO) system

- a. To provide a trusted and secure administration, scoring, reporting, and data collection assessment platform to appropriately qualified, trained, and professionally qualified users for use with their clients.
- b. To serve as a centralised facility where a carefully selected range of reputable and highly respected national and international psychometric- and other assessments are securely available to qualified users through a single link onto the JVRO system.
- c. To provide a boutique range of trusted- and modern assessment options that can be combined into pragmatic, yet unique assessment batteries to help solve client needs.
- d. To provide a positive user experience of the electronic platform and the assessment process.
- e. To have a system with the capability to integrate electronically with a variety of other secure and compliant systems.
- f. To provide a system that is continuously updated and enhanced to ensure compliance to relevant legislation.
- g. To serve as a client- and databank for users of JVR Online regarding their own use of assessments on the system and how the talent data obtained can add insight and value to organisations.

5.3.2 General use of the JVRO system

- a. Some assessments on the JVR Online system are regarded as psychological in nature. This category of assessments requires prescribed academic qualifications, experience, and sometimes certification training before access can be provided.
- b. The structure of the JVRO system allows for creating private and confidential portals where users can select their preferred assessment batteries, send out invitation links to their clients to do the assessments, and receive scored reports within 24 hours subsequent to their client answering the questionnaires, except if the project involves high volumes and additional project management services from JVR.
- c. Registered users are provided with codes and passwords by which they can access restricted pages on secure websites. Online instructions and support are available from JVR Client Services (clientservices@jvrafrica.co.za) during office hours.
- d. Given the confidentiality of scored results, JVR can only send reports to registered JVR Online users who guarantee confidentiality of results. We require secure contact and delivery details such as an email address, physical or postal address, and telephone numbers (as provided in their initial client information form). Should clients wish to have reports sent to a different address, the change of details must be motivated, signed, and submitted in writing by the accredited user for the specific JVRO platform.
- e. JVR Psychometrics will under no circumstances send Psychological Reports directly to test takers who are not qualified/certified to interpret the results.
- f. Users of JVR Online accept full responsibility for their use of the online platforms and agree to not provide personal login details to any third party for any reason whatsoever. Should more than one practitioner in-house be trained on the relevant assessment(s), JVR Psychometrics can create a main platform for the company. The benefits of having one platform per company is that assessment data can be consolidated into one central platform and that group reports

can be generated on some assessments, should this be required. The main registered user, however, takes full responsibility for the ethical, confidential, legal, and appropriate use of the platform and the secure and confidential filing of their own clients' information and the reports generated for them by JVR Psychometrics.

- g. JVR Psychometrics cannot take responsibility for any inaccurate biographical or other information provided. Incorrectly completed/incomplete requests or data forms will delay the scoring process and the 24-hour turnaround time will only apply, depending on the volume once correct information is confirmed.
- h. JVR Psychometrics cannot take responsibility for test takers completing the wrong assessments. Registered users are responsible for ensuring that their nominated test takers complete the correct test. Invoices will be rendered by JVR Psychometrics for all assessments used and scored.
- i. Should the User rely on an administrator to support in sending and receiving 'links', the User takes full responsibility for the process as well as the actions and compliance of such an administrator for legislation, best practice, and JVR stipulations of use.
- j. Should a User Platform not have an automated report generation option available, and JVR is required to provide support, the registered users must negotiate timelines and costs with JVR. An accurate, complete, and final name list of their test takers need to be provided before any service will be provided.
- k. It cannot be assumed that JVR will automatically take responsibility for managing assessment projects for clients. Should the user of the assessment(s) require project management to be done, it will be contracted for and charged for separately.
- l. For large scale or bulk scoring projects, the client must inform JVR Psychometrics at least two weeks in advance to arrange JVR resources, negotiate the costs and timelines for project management, and set up the facilities for scoring and reporting.
- m. Where online user platforms are available and clients still prefer to use JVR Client Services for their administration, scoring, and reporting, additional fees will be applicable. These fees are available on the JVR Psychometrics' price lists available from clientservices@jvrafrica.co.za.
- n. An administrative fee will be charged for the resending or regenerating of reports. This fee is applicable if the client requests a resend more than one month after the report generation.
- o. JVR Psychometrics will not regenerate reports for any other interested party without the express written permission (informed consent) of both the User and the test taker.
- p. Should a User request test results that they have not administered, they will have to contact the original accredited user and the person who was assessed for their written consent (approval) that JVR Psychometrics can release the report. Regenerating this report will be invoiced at the price reflected on the current JVR price list.
- q. Under no circumstances can employees of JVR Psychometrics be automatically expected to provide scored results, personal information, and assessment results over the phone or a summary of such in an email without the relevant permissions.
- r. When the user of JVRO is no longer employed by the company who paid for the assessments service and for whom the assessments were done and/or where there is an accompanying account, or when a client's professional registration has lapsed, JVR Psychometrics needs to be informed. If not, the client will remain liable for the use of the administration scoring facility, the security and safety of all personal information, and the invoices from JVR.

Please also note that:

- a. When original and printed/hardcopy answer sheets (printed material) are sent to JVR for software scoring purposes, it should be securely sealed in an envelope identified as 'Highly Confidential' and either personally delivered or couriered to JVR Psychometrics. A secure JVR email address can also be provided on request. All answer sheets must be legibly completed with all answers clearly marked. To ensure an efficient service, clients are requested to confirm with the Client Services team that answer sheets have in fact been received for scoring. The answer sheets and request for electronic report services must be accompanied with a full and accurate name list of all the candidates and full identifying details of the qualified and certified/ accredited User.
- b. JVR Online allows the certified User to print answer sheets for the purpose of manual administration of a restricted range of the JVR assessments. The User accepts the cost of printing as to his/her own account.
- c. Any other unauthorised reproduction of test material is not permitted. The User is expressly prohibited from copying, duplicating, or downloading JVR materials in any other manner and for any other purpose.

5.3.3 Prices, tokens, invoicing, refunds, and discontinued products

- a. The JVR catalogue of all the assessments available from JVR, and those available on JVRO is published on the JVR website <https://jvrafricagroup.co.za/>
- b. The prices of all assessments, reports, bundles of reports, research, and other services available on/through JVRO are published and available from JVR by contacting us during office hours telephonically (27 11 781 3705/6) or by sending an email to info@jvrafrica.co.za
- c. The tokens/credits that a User has purchased from JVR will not expire as long as the User's account is active.
- d. JVR cannot, however, accept the return of any tokens if the assessment concerned has been discontinued.
- e. In the event of account inactivity that lasts for a period of one (1) year, JVR 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 JVR will declare the account as being dormant.
- f. If the User has ordered, received, and paid for tokens/credits that are unused and they no longer wish to use, they are entitled to a refund of the purchase price minus an administrative fee on proviso they send a formal written request for such to JVR Client Services within 30 days of the token purchase (date of order received). The amount to be returned by JVR to the User will only be after 60 days to ensure all payments have been cleared by the bank and received by JVR.
- g. If the User has ordered, received, but not yet paid for tokens/credits that are unused and which they no longer wish to use, they are entitled to a credit note minus an administrative fee for the return of the unused tokens on proviso they send a formal written request for such to JVR Client Services within 30 days of the token purchase (date of order received). JVR will clear the credits on the User portal and provide a credit note within 60 days of receiving the request.
- h. If the User formally writes to JVR Client Services and seeks to return and be credited for the purchase price of unused tokens/credits within 90 days from the date of their purchase, JVR will accept the request minus an administrative fee, but the credit, calculated at the price the User paid, will only be for the purchase of similarly priced JVR product(s).

- i. After ninety (90) days the User may not return or exchange tokens/credits. Note that the account dormancy policies apply.
- j. JVR 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.
- k. Should JVR's business context, business model, business needs, partnerships, or practices migrate away from the use of tokens/credits, JVR reserves the right to discontinue and terminate the use of tokens.
- l. Any tokens held by Users in the event of a sudden discontinuation of tokens, shall be converted to a credit toward the purchase of any JVR product of the same value at the time of the purchase of the token.
- m. JVR cannot guarantee the ongoing availability of all assessments or specific report options given changing business needs or ownership of assessment owners or providers. JVR will however endeavour to provide alternative options when such circumstances arise.
- n. The User undertakes and agrees to keep their account with JVR in good standing by timeously paying all outstanding amounts owed to JVR.

5.3.4 Data, research, JVR Online, and other online assessment platforms

Making sense of data is essential in current and future work environments. Talent data, if managed legally, ethically, and professionally can provide significant opportunities for scientific and factual insight, efficiency, evidence-based decision-making, and problem solving.

Please refer to the JVR Policies on Data Security and Privacy available on this website or it can be obtained from the informationofficer@jvrafrica.co.za. In addition, please note that:

- a. The JVR online and other electronic assessment scoring systems collect data based on the registration requirements of Users/Clients and the processing of assessments results.
- b. It is a requirement that all who access and use these platforms provide their consent for the information to be scored and kept for research purposes.
- c. For data to be used for research, JVR reserves the right to safely store depersonalised, anonymised, and aggregated data in its database.
- d. Data is not only managed according to POPIA and GDPR best practice, but also in compliance with the ethical and professional principles of the HPCSA and other professional institutions such as the APA and BPS.
- e. JVR does not sell data.
- f. Data is only used for the purposes specified in the consent form.
- g. The internet is a global environment and by using the variety of JVR platforms and sending information to such sites electronically, clients consent to transborder- and international transmission of personal information collected or processed through the JVR sites for the purposes of delivering the requested services. Data collected and received by JVR in connection with the delivery of assessments and services is securely transmitted and stored in South Africa, the United States, Australia, and Europe according to POPIA and GDPR best practice.
- h. The User also has access to their own data collected on their own specific domain or portal on the JVR system(s). Managing such data should always be done within the parameters of

legislation, best practice in compliance the POPIA, GDPR, and HPCSA's ethical and professional principles of best practice. For this, the User takes absolute responsibility.