



Terms last updated: August 2020

HSEC Online® Terms & Conditions

Please read these Terms and Conditions in full before proceeding to use HSEC Online and the Website.

These Terms are concluded between Saryx Engineering Group (Pty) Ltd (referred to as “us”, “we” or “our”) and the person, business entity, or sole trader accessing the Service, including employees (“you”, “your”).

Access to and use of this Service is conditional upon acceptance of and compliance with these Terms. By agreeing to these Terms, you warrant that you are authorised to accept this Agreement on behalf of the business entity you represent.

1. Definitions

- 1.1 **Business Partner** means a business, independent of us, which is an authorised provider of the Service;
- 1.2 **Confidential Information** means any and all information disclosed by one Party (the “Discloser”) to the other (the “Recipient”), including information on the Service, but does not include information which publicly available (other than through authorised disclosure by the Owner).
- 1.3 **Company Data** means any data inputted into the Service by you or a Business Partner;
- 1.4 **ECT Act** means the Electronic Communications and Transactions Act 25 of 2002 (as amended from time to time);
- 1.5 **Intellectual Property** means any content, domain names, patent, mark, trade mark, copyright, right in a design, know-how, software, database, text, graphics, icons, hyperlinks and any other intellectual property anywhere in the world, registered or not;
- 1.6 **HSEC Online** means the online software applications provided by us as part of the Service;
- 1.7 **Party** means either us or you, and Parties means both us and you;
- 1.8 **Service** means HSEC Online and the Website jointly.
- 1.9 **Subscription Fee** means the fees payable by you in accordance with the fees set out in the Costs section on the Website or on the application form.
- 1.10 **Terms and Conditions** or **Terms** means these online terms and conditions, as amended from time to time;
- 1.11 **User Details** means the contact, personal and similar information of users of the Service;
- 1.12 **Website** means the website pages relating to the HSEC Online accessible at www.hsec.co.za permitting remote access and use of HSEC Online.

2. Licence and Acceptable use

- 2.1 Subject to the provisions of these Terms, we grant you a non-exclusive and non-assignable right to access and use the Service.
- 2.2 You will be entitled to access the Service using the user roles allocated to your subscription and in accordance with these Terms.



- 2.3 Your use of the Service is limited to your internal business purposes and you warrant that you will use the Service for business purposes only, with the appropriate consent of every discloser and in accordance with the Protection of Personal Information Act, Act 4 of 2013.
- 2.4 To the extent that you continue to pay the Subscription Fee, and any other charges, you may allow the agreed number of users to use your subscription to the Service. You agree to take responsibility for ensuring that users comply with the provisions of these Terms.
- 2.5 You may only use the Service in the course of your business and are required to use only your own information or Company Data in accordance with these Terms.

3. Payment

- 3.1 You will pay us a Subscription Fee, as per the payment option chosen. The Subscription Fee is payable monthly or annually, as determined by your payment option, from the date of subscription.
- 3.2 Payments will be due regardless of the extent of use made of the Service and are not refundable or creditable.
- 3.3 Regardless of whether you subscribe to the Service during or on completion of the free trial period, the full Subscription Fee will be payable for the full duration of the subscription period selected.
- 3.4 In the event that you make payment to an entity other than us, where access to the Service is obtained through a Business Partner, you are nonetheless bound by the terms of this Agreement.
- 3.5 We have the right to revoke your licence to use the Service or block you are account if you to pay the Subscription Fee within the required period. Revocation of the licence means that you will be unable to use the Service.
- 3.6 You may cancel your subscription by giving 30 days notice of cancellation via email to support@hsec.co.za. There is no cancellation fee. However, should you wish to reactivate your account after cancelling there will be a reactivation fee.

4. Your responsibilities

- 4.1 You agree to:
 - 4.1.1 comply with all applicable laws;
 - 4.1.2 ensure that users who access the Service on your account comply with these Terms and Conditions;
 - 4.1.3 ensure that all User Details and other information provided to us in relation to your use of the Service are correct;
 - 4.1.4 keep all passwords and credentials required to access the Services safe and confidential;
 - 4.1.5 notify us immediately if you learn of a security breach or unauthorised access related to the Service. In the event of a breach of security, you will be required to reset your password and maintain security;
 - 4.1.6 notify us of any other security-related matter; and
 - 4.1.7 co-operate with us in rectifying a security breach.
- 4.2 You agree not to:



- 4.2.1 exceed the maximum specified limit for the storage of data. Where you exceed the maximum, we will be entitled to charge extra for the additional storage;
- 4.2.2 use the Service in any way that harms us, any of our customers, or users of the Service;
- 4.2.3 engage, facilitate or further unlawful conduct;
- 4.2.4 not to attempt to gain unauthorised access to or use the data systems or networks, including any attempt to probe, scan or test the vulnerability of the system or network of or connected with the Service, or to breach security or authentication measures;
- 4.2.5 damage, disable, overburden or impair the Service, or the networks connected to the Service, or interfere with anyone's use and enjoyment of the Service;
- 4.2.6 transmit or input into the Service any files that may damage any other person's computer devices or software, or any content that may be offensive;
- 4.2.7 resell or redistribute the Service, or any part of the Service, unless we have entered into a contract with you that permits you to do so;
- 4.2.8 modify, create derivative works from, reverse engineer, decompile or disassemble otherwise attempt to discover any trade secret contained in the Service or any technology or system used by us in connection with the Service, except to the extent permitted by law;
- 4.2.9 copy the Service, except as is strictly necessary for it to be used for the purposes of normal operation;
- 4.2.10 copy any ideas, features, functions or graphics of the Service.

5. Intellectual property

- 5.1 All rights, title and interest in and to the Service and related materials and documentation shall remain with us and our third-party licensors, if any.
- 5.2 You agree not to use either, or both, of the marks HSEC ONLINE or SARYX as your own, as an element of a domain name or sub-domain name, even if such use is permitted by law. And, should we find that you are doing so, you agree to cease use immediately and transfer it to us at your own cost.
- 5.3 You may not use the Intellectual Property otherwise than in accordance with these Terms.
- 5.4 We may incorporate technical and other protective measures designed to prevent unauthorised and/or illegal use of the Service. You agree to the incorporation of these measures in the Service.

6. Security

6.1 Keeping your personal information safe

- 6.1.1 We are committed to protecting your personal information. We implement appropriate technical and organisational measures to help protect the security of your personal information. However, no system is completely secure.
- 6.1.2 We have implemented various policies to guard against unauthorised access and unnecessary retention of personal data in our systems, refer [SECURITY MEASURES in Annex 1](#)
- 6.1.3 Your password protects your account, so we encourage you to use a strong password, limit access to your computer and browser and log out after having used the Service.



7. Changes

- 7.1 We reserve the right, at our sole discretion, to modify or replace these Terms at any time.
- 7.2 When we make material changes to these Terms, we will provide you with prominent notice as appropriate in the circumstances. This may take the form of a prominent notice on the Service, or we may send you an email. We may notify you in advance.
- 7.3 It is important that you read any notice about changes carefully.
- 7.4 We will not keep a separate record of the Terms agreed to by you on initially subscribing to use the Service. We strongly recommend that you print a copy of the Terms for your records.

8. Confidential Information

- 8.1 Unless otherwise permitted in writing by the Discloser:
 - 8.1.1 the Recipient will use the same degree of care it uses to protect the confidentiality of its own Confidential Information of a similar kind (maintaining the standard of reasonable care) and undertakes not to use or disclose the Confidential Information disclosed to it for any purpose outside the scope of these Terms;
 - 8.1.2 the Recipient will limit access to the Confidential Information to those of its employees, contractors and agents who need access to the Confidential Information for the purposes of these Terms.
- 8.2 The Recipient may disclose Confidential Information if it is compelled by law to do so, provided that the Recipient gives the Discloser prior notice of compelled disclosure and reasonable assistance, at the cost of the Discloser.
- 8.3 The provisions of this clause (8) shall not apply to any material or information that:
 - 8.3.1 is or becomes part of the public domain through no act or omission of the Recipient;
 - 8.3.2 is independently developed by the other party without use of the Discloser's Confidential Information;
 - 8.3.3 is obtained from a third party who is not under any obligation of confidentiality;
 - 8.3.4 is already known by the Recipient without obligation of confidentiality prior to obtaining the Confidential Information from the Discloser.

9. Personal Information

These Terms are subject to our Privacy Policy, which may be updated from time to time.

See [PRIVACY POLICY page 10 of this document](#).

10. Termination

- 10.1 We may terminate these Terms by written notice, effective immediately, if you fail to make payment of any charges payable to us or stop paying for use of the Services.
- 10.2 Without prejudicing any other rights to which they may be entitled, either Party may terminate these Terms:
 - 10.2.1 where the other Party commits a material breach of any term of these Terms and the breach cannot be remedied or is not remedied within 7 (seven) days of receiving written notice to remedy the breach; or



10.2.2 in the event that either Party goes into liquidation, final or provisional, placement under judicial management, placement under business rescue or commitment of an act of insolvency.

10.3 Upon termination, we will stop you from accessing the Service. You will no longer be able to access your Company Data or any other data of yours from date of termination.

10.4 You may notify us, at the time of termination, that you require further access to Customer Data. We may then provide you with access to the Service for an additional 5 (five) days, subject to the following:

10.4.1 we may have deleted the Customer/User Data and it may then be irretrievable; and

10.4.2 we may charge you for access to the Customer Data.

10.5 Termination will not affect any accrued rights or liabilities either Party may have, nor shall it affect the coming into force, or continuance, of any provision of these Terms which are intended, expressly or by implication, to come into force or continue after termination.

11. Disclaimers

11.1 When used in accordance with these Terms, we warrant that the Service will provide the function and level of service described on the Website.

11.2 TO THE EXTENT PERMITTED BY LAW, WE DO NOT WARRANT:

11.2.1 THE PERFORMANCE OR RESULTS OF USING THE SERVICE

11.2.2 THAT THE SERVICE WILL MEET YOUR REQUIREMENTS;

11.2.3 THAT PROVISION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE;

11.2.4 THAT ANY DEFECTS IN THE SERVICE CAN OR WILL BE CORRECTED.

12. Limitation of Liability

12.1 TO THE EXTENT THAT WE ARE FOUND TO BE LIABLE FOR ANY ACTION ARISING UNDER THESE TERMS AND CONDITIONS, OUR TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT OF CHARGES ACTUALLY PAID BY YOU TO USE THE SERVICE IN THE YEAR PRIOR TO THE DATE OF THE CIRCUMSTANCES FIRST GIVING RISE TO THE CAUSE OF LIABILITY.

13. Indemnification

13.1 You agree to indemnify and hold us (including our directors, employees, and affiliates) harmless from and against all damages, losses and liability of any kind (including reasonable attorney fees and costs and tax liability) arising out of or related to:

13.1.1 access to the Service;

13.1.2 access to websites linked (including hyperlinks) to the Service;

13.1.3 inability to access the Service;

13.1.4 inability to access websites linked to the Service;

13.1.5 services or software available from the Service (including HSEC Online);



- 13.1.6 content available from the Service;
- 13.1.7 downloads and use of any content from the Service;
- 13.1.8 any failure to perform our obligations in these Terms due to causes beyond our reasonable control;
- 13.1.9 your breach of these Terms and/or the Privacy Policy;
- 13.1.10 any content you post or otherwise contribute to the Service;
- 13.1.11 any violation of any law or the rights of a third party.

14. Notices and communication

14.1 On subscription to the Service, including an applicable free trial period, the following applies to you:

- 14.1.1 your communication with us must be by email and sent to our email address, which is reflected on the Website: support@hsec.co.za;
- 14.1.2 our communication with you will be using the details you provided to us on registration;
- 14.1.3 legal notices given under these Terms and/ Privacy Policy shall be in writing and sent to the physical address of such Party and delivered by hand. Alternatively, legal notices may be sent by electronic mail. Legal notices addressed specifically to either of us will be effective on actual receipt by the intended recipient.

14.2 Either party shall be entitled to change its address for communication by way of written notice to the other specifying its new address. The new address will be effective 7 days after receipt by a Party of the notice specifying the new address.

15. General

15.1 Together, these Terms and the Privacy Policy (the Agreements) constitute the entire agreement between us and you. The Agreements are concluded after you accept the Terms for the first time as required on the Website.

15.2 Any other agreements, representations, communications and understandings between the Parties, oral and written, are superseded by the provisions of these Agreements.

15.3 These Agreements shall be interpreted in accordance with the laws of South Africa. South African law, enforced by the South African courts governs the use of the Service and these Agreements.

15.4 The failure by either Party to exercise or enforce any rights or provisions granted under these Agreements or to take action against the other Party will not be deemed to be a waiver of the rights or provisions.

15.5 In the event that any provision of these Agreements is held to be unenforceable, the remaining provisions shall be severable from the unenforceable provisions and nevertheless remain in full force and effect.

15.6 Neither Party shall be liable for any failure to perform its obligations under these Terms and Conditions if prevented from doing so by a cause or causes beyond its control, including without limitation acts of God, failure of suppliers to perform, fire, floods, storms, epidemic earthquakes, riots, strikes, war, and restraints of government or other embargoes, or weather conditions.

15.7 We do not recommend or endorse any third party who makes the Service available to you. You agree that we will not be responsible for any act or omission of any third party including any services provided by it in relation to the Service.



16. Dispute Resolution

16.1 Negotiation

16.2 Where there is a dispute or claim arising under, out of or relating to these Terms or the Privacy Policy, the aggrieved Party shall notify the other Party in writing of the nature of the dispute with as much detail as possible about the alleged deficient performance of the other Party. A representative from senior management of each of the Parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective Parties.

16.3 Negotiation will be attempted by the Parties before proceeding to mediation.

16.4 Mediation

16.4.1 Any dispute, controversy or claim arising under, out of, or relating to these Terms and Privacy Policy and any subsequent amendments to either, including without limitation their formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims (the "Dispute") shall be submitted to mediation in accordance with the then current DiSAC mediation rules. The language to be used is English.

16.5 Right to legal recourse

16.5.1 The Parties agree that it will not be inconsistent with their duty to mediate to seek legal recourse for an interdict or other interim relief from a court of competent jurisdiction. In addition to any other remedies available to them, the Parties shall have the right to initiate action and obtain an interdict or other interim relief with respect to a violation of intellectual property rights or obligations of confidentiality.

17. ECT Act

17.1 We are required to make certain disclosures in terms of the ECT Act.

- 17.1.1 Full name: Saryx Engineering Group (Pty) Ltd
- 17.1.2 Registered address: 12 Anglers Road, Meerensee, Richards Bay, KwaZulu-Natal
- 17.1.3 Registration no.: 2016/105521/07
- 17.1.4 VAT number: 4870240373
- 17.1.5 Street address: 12 Anglers Road, Meerensee, Richards Bay
- 17.1.6 Postal address: Suite 77 Postnet, Private bag X1040, Richards Bay
- 17.1.7 Official email address: info@saryx.co.za
- 17.1.8 Official phone number +27(86) 099 5105 Cell: +27(82) 612 3812
- 17.1.9 Manual published in terms of the Promotion of Access to Information Act
- 17.1.10 The costs of access and use of the Service are available on the Website.
- 17.1.11 Cooling off period:



17.1.11.1 Under section 42(1)(d) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply in respect of services, which began with the consumer's consent before the end of the seven-day period referred to in section 44(1).

17.1.11.2 Under section 42(1)(f) of the ECT Act the cooling-off period set out in section 44 of the Act does not apply where the goods:

- a. are made to the consumer's specifications;
- b. are clearly personalised;
- c. by reason of their nature cannot be returned; or
- d. are likely to deteriorate or expire rapidly.

Users may lodge complaints about the Service by email to: management@saryx.co.za



Annex 1

SECURITY MEASURES

Category	Measure
Physical Access Control	All of HSEC Online data processing equipment is hosted in the data centres. Access to these data centres are restricted by well-defined processes and ID Readers. They are also monitored on a 24/7 basis by security staff and surveillance cameras.
Logical access prevention	HSEC Online data processing systems are accessed by a limited number of authorised users with appropriate access rights. Dual factor authentication is implemented for each role. Such access to transaction data is restricted to a few users from the Support and Development Teams. Within these teams different roles are created based on the job requirements. Also, the activity of each user is monitored through monitoring solutions.
Data access control	Only a limited set of users from HSEC Online technical team have access to the data processing systems which contain transaction data. Data access privileges are defined by the job role of the user; accordingly, only authorised users with appropriate privileges have the access to transaction data. No other user has any kind of access to this data. HSEC Online has also implemented a well-defined approval process to control access to data within its systems. HSEC Online has also implemented monitoring solutions to identify any attempts or actual unauthorised access to its systems and data.
Data transfer control	HSEC Online processes and systems ensure that all Personal Data is encrypted whilst in transit or in storage. HSEC Online has implemented logging mechanisms to track data flows. HSEC Online users have restricted access to transaction data.
Entry control	HSEC Online has implemented logging and monitoring which enable tracking of changes and any addition/modification/deletion of data and by whom. Additionally, HSEC Online has also implemented role-based access mechanisms along with dual factor authentication.
Instruction control	HSEC Online has defined and implemented standard process and policies which require special approval the concerned parties within its business, including: operational, legal and technical teams. Pre-identified individuals from HSEC Online team are only involved in the actual processing of transaction data. Pre-defined processes are in place to ensure that the confidentiality and the integrity of such data is maintained.
Availability control	HSEC Online has implemented well defined disaster recovery plans which are tested on a regular basis. HSEC Online has implemented two data centres. Data is replicated between each data centre. Backup procedures and schedules have been defined and implemented.
Separation control	Data is separated both by logical and physical access controls. Network segmentations are in place to ensure that data is stored in the most restrictive zone of the network. Access to the data processing systems and the data itself is restricted by role-based privileges and dual factor authentication. All access to the data systems and the data is logged and monitored. The production environment is completely segregated from the test environment.



Annex 2

PRIVACY POLICY

1. Introduction

- 1.1 Saryx Engineering Group (Pty) Ltd (referred to as “us”, “we” or “our”) respects your privacy.
- 1.2 This Privacy Policy is intended for the person, business entity or sole trader accessing the Service, including employees (“you”, “your”).
- 1.3 This Privacy Policy describes the way we collect information from and about you, and what we do with the information. By accessing our Website or paying for the Services, you agree to this Privacy Policy in addition to any other agreement we may have with you.
- 1.4 This Privacy Policy does not govern the practices of entities that we do not own or control, or people that we do not employ or manage.
- 1.5 This Privacy Policy forms part of and is to be read together with the Terms of Use.

2. Definitions

- 2.1 **Agreement** this Privacy Policy and the Terms and Conditions together;
- 2.2 **Customer Data** means the data, information or material provided, inputted or submitted by you or on your behalf into the Services, and may include data relating to your customers;
- 2.3 **Responsible Party** means the person or body that determines the purpose of and means for the Processing of Personal Information;
- 2.4 **Operator** means the person or body who processes personal information on behalf of a Responsible Party;
- 2.5 **Data Subject** means a person to whom personal information relates;
- 2.6 **Party** means either us or you, and Parties means both us and you;
- 2.7 **Personal Information** means any information relating to an identifiable natural, living person, and where applicable an existing juristic person, and who can be identified directly or indirectly by reference to an identifier like their name, location data, or other factors like those listed in the Protection of Personal Information Act 4 of 2013 (POPI Act) ;
- 2.8 **Process** means any operation or activity or any set of operations, whether by automatic means or not, performed in respect of personal information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; dissemination by transmission, distribution or making available in any other form; or merging, linking, as well as restriction, degradation, erasure or destruction of information (as defined in the POPI Act)
- 2.9 **Service** means HSEC Online and the Website jointly.
- 2.10 **Website** means the website pages relating to the HSEC Online accessible at www.hsec.co.za permitting remote access and use of HSEC Online.



3. Information we collect about you

3.1 Information provided to us directly

3.1.1 The information we collect from you may include your names, position, physical and postal addresses, email address, phone number, login credentials, human resources data, transaction information, IP address, product and service selections and other information that may identify you.

3.2 Information collected from your use of the Service / use of analytics, links, cookies

3.2.1 We may use analytics services, such as Google Analytics, for the following purposes and you agree that we may record, retain and use the data we obtain in doing so:

3.2.1.1 to carry out research and development to improve the Services;

3.2.1.2 to provide advertising, marketing and information that may be of use to you;

3.2.1.3 to develop and provide new and existing functionalities and services;

3.2.2 We may use cookies to understand site usage and to improve the content and offerings of our Service. We may also use cookies to offer you products, programs and services. It is possible for you to manage the use of cookies on your computer. All major browsers allow you to block or delete cookies from your system.

3.2.3 We may display links to third-party websites. We cannot control or be held responsible for the privacy practices or content of third parties. If you click on a third-party advertisement or link, please understand that you are leaving the Service and any personal information you provide will not be covered by these Terms. Please read the privacy policy of the third party to find out how they collect and process your personal information.

4. Our use of personal information

4.1 We may use information we collect about you to:

4.1.1 deliver the Service;

4.1.2 manage our relationship with you and provide you with support;

4.1.3 improve and customise the Service;

4.1.4 conduct research and analyse your use of the Service;

4.1.5 communicate with you;

4.1.6 enforce the Terms and Conditions;

4.1.7 display advertising tailored to your interest;

4.1.8 perform the functions described to you at the time of collection.

5. Your role as the Responsible Party

5.1 For the purposes of this Privacy Policy, you agree that you are the Responsible Party in respect of the Personal Information contained in the Customer Data and as the Responsible Party, you are responsible for the legality of the Personal Data, as well as its reliability, integrity, accuracy and quality.



6. Your obligations

6.1 You warrant and undertake:

- 6.1.1 to comply with all laws relating to the processing of Personal Information;
- 6.1.2 to comply with all requirements from all users regarding the processing of Customer Data;
- 6.1.3 that you are authorised to disclose any Personal Information you disclose or otherwise provide to us;
- 6.1.4 where necessary, and in accordance with the laws relating to Personal Information, to obtain all necessary consents, all rights necessary, and to provide notices to Data Subjects for the purposes of:
 - 6.1.4.1 disclosing the Personal Data to us;
 - 6.1.4.2 allowing us to Process the Personal Information for the purposes of providing the Services;
 - 6.1.4.3 allowing us to disclose the Personal Information to third parties, including:
 - a. our agents, service providers and other companies in our group of companies;
 - b. law enforcement;
 - c. other persons to whom we are obliged to disclose the information for the purposes of statutory or regulatory reporting;
 - d. any other person who has the right to require disclosure.

6.2 Where we process your Personal Information as the Data Processor, we shall comply with all laws relating to Personal Information and that apply to us as Data Processor.

7. Our obligations

- 7.1 The purpose for collection and use of your Personal Information is disclosed at or before collection.
- 7.2 Unless you consent, we will only use the Personal Information for the purpose for which it was collected.
- 7.3 If we need to process your Personal Information for another purpose at a later date, we will seek your consent to do so, unless it is compatible with the original purpose.
- 7.4 We will only keep Personal Information for as long as is required to serve those purposes and for as long as is necessary to comply with our legal obligations and to resolve legal disputes.
- 7.5 We will, to the extent reasonably possible and appropriate in the circumstances respond to requests from Data Subjects for the exercise of the rights of the Data Subjects;

8. Security measures

- 8.1 The Service has security measures in place to protect information under our control from the risk of accidental or unlawful destruction, accidental loss, alteration or unauthorised disclosure or access. However, no system is completely secure.
- 8.2 Where the Service contains links to other sites, you agree that we are not responsible for the security practices or content of those other sites.

Refer to **Annex 1 - SECURITY MEASURES**

HSEConLINE



9. International transfers

- 9.1 We are South African based company. Information collected from you may be stored and processed in South Africa or any other country in which we, or our agents or contractors maintain facilities.
- 9.2 By accessing our Services, you consent to the transfer of information outside of South Africa or your own country. These other countries may have laws that are different to and less protective than those of your own country. We will rely only on lawful measures to transfer information. By providing your Personal Information and Customer Data, you consent to the transfer and processing of information in accordance with this Privacy Policy.

10. Accuracy and updating of Personal Information

- 10.1 We do our best to ensure that the information we hold and use is accurate. We rely on you to let us know of any changes.
- 10.2 Reasonable access to Personal Information may be provided on request. If access cannot be provided within the specified time frame for some reason, we will provide you with a date on which the information will be provided.
- 10.3 If access to the information is denied for some reason, we will provide you with reasons.
- 10.4 If you would like to change or delete any of the Personal Information we hold, we may do so on request, unless we are required to hold it.