

Data Processing Agreement (DPA)

1 Subject matter and duration of the DPA

1.1
Interactive Junction Holdings (Pty) Ltd T/A CareerJunction and the customer entered into an agreement (main contract) that has services involving the processing of personal information on behalf of the customer, which requires the conclusion of a written contract. In the context of the use of the Video Interview Service and in the context of the use of the ATS (CI.HR), provided by CareerJunction, CareerJunction processes personal information on customer's behalf within the meaning of chapter 1, section 1 of the Protection of Personal Information Act, 2013 ("POPIA") as an Operator. Therefore, the customer is the Responsible Party of the personal information pursuant to chapter 1, section 1 POPIA. The parties herewith enter into a data processing agreement in accordance with section 21 POPIA.

Subject to the main contract between the parties may also be the usage of the standardised application form operated by CareerJunction on its platforms. In this context, CareerJunction processes personal information on customer's behalf also as an Operator, by transferring the application to the application tracking system of the customer. The parties herewith enter into a data processing agreement in accordance with section 21 POPIA.

1.2

The duration of this DPA corresponds to the duration of the agreement between the parties.

2 Specification of the DPA Details

2.1 Nature and purpose of the intended processing of data - Video Interview Service

The purpose of the processing within the Video Job Interview Service is to transmit the Video Interview created by the applicant to the customer. The undertaking of the contractually agreed processing of personal information shall be carried out exclusively within South Africa or a Member States of the European Union ("EU") or in another contracting State to the Agreement on the European Economic Area ("EEA"). However, the EU and EEA are subject to comparable data protection standards as required by Section 72 POPIA. As the Video Interview Service is provided by CareerJunction's affiliated company, Cammio GmbH, Alexanderstraße 1-5, 10178 Berlin, Germany, European Union, CareerJunction does process personal information outside the Republic of South Africa, by using Cammio GmbH as its sub-operator. Personal information, respectively the recorded videos are stored on servers, hosted by AmazonWebServices in the European Union, Frankfurt and Ireland, where the GDPR applies which provide an adequate level of protection that actively upholds principles for reasonable processing of the information that are substantially similar to the conditions for the lawful processing of personal information relating to a data subject who is a natural person and, where applicable, a juristic person; and includes provisions, that are substantially similar to this section, relating to the further transfer of personal information from the recipient to third parties who are in a foreign country. This transborder action meets the requirements of Section 72 of the POPIA.

2.1.1

The Subject Matter of the processing of personal information comprises the following data types/categories

- Creating and hosting videos by video recording of candidate's answers to a pre-recorded set of questions from the customer.
- Personal information of the candidates (candidate's name and email address and video) is recorded and stored, upon candidate's consent to transmit the video to the customer. Depending on the interview set up by the responsible party (pursuant to the main contract).

2.1.2

The category of data subjects whose personal information is processed in the context of performing the Agreement are applicants, who apply to the responsible party as well as employees of the responsible party who act as an interviewer. In addition, the communication data of responsible party's contacts will be processed.

2.2 Nature and purpose of the intended processing of data – Customer’s ATS

The purpose of the processing within the application process, is to transmit the application created by the applicant to the application tracking system (“ATS”) of the customer. The undertaking of the contractually agreed processing of personal information shall be carried out exclusively within South Africa or a Member States of the European Union (“EU”) or in another contracting State to the Agreement on the European Economic Area (“EEA”). However, the EU and EEA are subject to comparable data protection standards as required by Section 72 POPIA.

2.2.1

The Subject Matter of the processing of personal information comprises the following data types/categories

- In the context of applicant management, data subjects are persons who have applied for an open position with the customer via the CareerJunction application form.
- All the personal information that has been provided and transmitted by the candidate as well as such data that can be used to identify the candidate. This therefore generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the customer regarding the application may be added to such data.

2.2.2

The category of data subjects whose personal information is processed in the context of performing the agreement are applicants, who apply to the responsible party.

2.3 Nature and purpose of the intended processing of data – CareerJunction’s ATS, CI.HR

The purpose of the processing is the provision of the application tracking system (“ATS”), operated by CareerJunction. The ATS enables the customer to manage its candidates and automating its recruitment process. The undertaking of the contractually agreed processing of personal information shall be carried out exclusively within South Africa or a Member States of the European Union (“EU”) or in another contracting State to the Agreement on the European Economic Area (“EEA”). However, the EU and EEA are subject to comparable data protection standards as required by Section 72 POPIA.

2.3.1

The Subject Matter of the processing of personal information comprises the following data types/categories

- In the context of applicant management, data subjects are persons who have applied for an open position with the customer.
- All the personal information that has been provided and transmitted by the candidate as well as such data that can be used to identify the candidate. This therefore generally encompasses all CV-related data, such as name, address, telephone number, date of birth and details concerning education and professional experience. Furthermore, data captured by the customer regarding the application may be added to such data.

2.3.2

The category of data subjects whose personal information is processed in the context of performing the agreement are applicants, who apply to the responsible party.

3 Obligations of the customer

3.1

The customer is the controller under data protection law for personal information collected and processed by CareerJunction in accordance with the terms of the main contract.

3.2

The customer shall comprehensively inform CareerJunction without undue delay if it discovers errors or irregularities with regard to data protection regulations when reviewing the results of the processing.

3.3

The customer shall keep a record of processing activities pursuant to Section 17 POPIA.

4. Duties of CareerJunction

4.1

CareerJunction shall inform the customer without undue delay if CareerJunction is of the opinion that an instruction from the customer breaches applicable laws. CareerJunction may suspend implementation of the instruction until it has been confirmed as being permitted or modified by the customer.

4.2

CareerJunction shall comply with the provisions of this data processing agreement and relevant applicable data protection laws, in particular the POPIA.

4.3

CareerJunction shall take appropriate, reasonable technical and organizational measures in accordance with the relevant data protection laws, including the POPIA and in particular section 21 (2), 19 thereof, to protect the personal information of the data subjects and their rights and freedoms, taking into account implementation costs, the state of the art, nature, scope and purpose of processing as well as the likelihood of occurrence and severity of the risk. These protective measures are recorded in the overview of technical and organizational measures, which are available at: https://cj-marketing.s3.amazonaws.com/CareerJunction_Terms_Of_Use.pdf and the chapter "Technical and Organisational Measures". The technical and organizational measures are subject to technical progress and further development. In this respect, CareerJunction is required to check the effectiveness of the measures and adapt them accordingly as technology progresses. Alternative protective measures are permitted as long as they do not fall below the protective level of the defined measures. Significant changes must be documented and reported to the customer without undue delay. If the measures are changed in such a way that, from the customer's point of view, CareerJunction cannot guarantee equivalent or higher protection of the data, the customer has the right to extraordinary termination after unsuccessful issuance of instructions with regard to the services covered by these additional conditions for contract data processing. The same applies if notice of such changes is not provided.

4.4

CareerJunction shall provide the customer with the information necessary for the record of processing activities pursuant to section 17 POPIA and shall keep a separate list of all categories of processing activities carried out on behalf of the customer.

4.5

All persons who can access personal information processed on behalf of the customer in accordance with the customer's contract shall be bound to confidentiality and shall be informed of the special data protection obligations resulting from the contract as well as the existing binding instructions and/or purpose.

4.6

CareerJunction is required to appoint an Information Officer. The current contact details are: Greig Smith, information_officer@careerjunction.co.za, +27 010 140 3099

4.7

CareerJunction guarantees protection of data subject rights and supports the customer to the necessary extent in responding to requests to exercise data subject rights pursuant to section 5 POPIA. CareerJunction shall inform the customer without undue delay if a data subject contacts CareerJunction directly for the purpose of providing access, rectification, erasure or restricting the processing of their personal data.

CareerJunction shall support the customer in carrying out personal information impact assessments pursuant to Art. 4 lit b POPIA and the resulting consultation of the supervisory authority to the necessary extent. CareerJunction shall support the customer with regard to compliance with reporting and notification obligations in the event of data protection breaches.

4.8

CareerJunction shall inform the customer in text form without undue delay in the event of operational disruptions, suspected personal information breaches pursuant to section 19 POPIA in connection with data processing or other irregularities in the processing of the data for the customer. In consultation with the customer, CareerJunction shall take appropriate measures to secure the data and to minimize possible adverse consequences for data subjects insofar as the personal information breach was CareerJunction's responsibility.

4.9

In the event that the data protection authorities investigate CareerJunction, the customer must be informed without undue delay to the extent the investigation relates to the subject matter of the contract.

5. Audits including inspections

5.1

CareerJunction shall provide the customer all necessary information to verify the obligations set out in the contract. CareerJunction shall permit the customer to conduct audits, including inspections in accordance with POPIA, before the commencement and during the term of this agreement after reasonable prior notice and during normal business hours (9:00-18:00). The customer is entitled to satisfy itself directly, or through suitable third parties bound to professional secrecy, of the observance of the technical and organizational measures before commencement and during contract data processing, after timely notification at the business premises during normal business hours without disturbing the course of business. The result of these audits shall be documented and signed by both parties.

5.2

As verification of the technical and organizational measures, CareerJunction may also submit current certificates, reports or report extracts from independent bodies (e.g. auditors, internal auditors, data protection officers, IT security department, data protection auditors, quality auditors) or a suitable certification by IT security or data protection audit (e.g. in accordance with BSI baseline protection).

6 Additional Operators

6.1

CareerJunction's sub-operators listed below are deemed to have been approved when the contract is awarded:

Sub-Operator	Service(s)
StepStone GmbH, Völklinger Str. 1, 40215 Düsseldorf, Germany, European Union	<ul style="list-style-type: none"> • Hosting and related security services, • Back-up services • Customer-service troubleshooting support
Cammio GmbH, Alexanderstraße 1-5, 10178 Berlin, Germany, European Union	<ul style="list-style-type: none"> • CareerJunction uses Cammio to conduct Video Job Interviews.
Akamai Technologies GmbH, Parkring 20-22, 85748 Garching, Germany	<ul style="list-style-type: none"> • CareerJunction uses Akamai as a Web Application Firewall as part of its technical and organisational protection measures and therefore delivers content to website visitors via Akamai in order to protect its systems.
Akamai Technologies, Inc., 150 Broadway, Cambridge, 02142 MA, USA	<ul style="list-style-type: none"> • see Akamai Technologies GmbH, Akamai Technologies GmbH uses Akamai Technologies, Inc. as a subcontractor.
Amazon Webservices, Inc., 410 Terry Drive Ave North, WA 98109-5210 Seattle, USA	<ul style="list-style-type: none"> • Hosting and related security services (provided exclusively within the EU)
PayU Payments Solutions Proprietary Ltd., 3rd Floor, Pier Place Heerengracht Jetty Street Cape Town, 8001	<ul style="list-style-type: none"> • Payment Merchant for all Online Ordering (OLO) Payments that allows customers to securely pay.
Revive Software and Services BV, Jonkersvaart 36, 9366 TC Jonkersvaart, The Netherlands	<ul style="list-style-type: none"> • CareerJunction uses Revive Adserver Hosted Edition for the creation of site ads on CareerJunction's website which contains company information of the customer, provided by the customer.
MC van Dyk and Associates Van Dyk House, 52 Hennie Alberts Street, Corner Rae Frankel Street, Brackenhurst, Alberton	<ul style="list-style-type: none"> • CareerJunction uses the debt collection services of MC van Dyk and Associates Reconciliation for dunning processes.

CareerJunction may award contracts to other operators (sub-operators) by informing the customer in advance of the inclusion or replacement of new subcontractors by notification in text form of the change to the sub-operator list, provided the customer does not object within four weeks. If the customer does object, CareerJunction is entitled to discontinue the services in the context of the Recruiter Space or in the context of the Video Interview Service or in the context of the forwarding of the applicant data to the customer's ATS.

6.2

CareerJunction will impose the same data protection obligations on the sub-operators as those set out in this data processing agreement, so that the processing complies with the requirements of the POPIA.

6.3

Further outsourcing by the sub-operators requires the express consent of the primary contractor (at least in text form); all contractual provisions in the contract chain must also be imposed on the additional subcontractor.

6.4

Services used by third parties as ancillary services to assist in the execution of the contract processing shall not be deemed to be sub-operators. These include, for example, telecommunications services, maintenance and user service, cleaning staff, inspectors or the disposal of data media. CareerJunction is, however, required to make appropriate and lawful contractual agreements as well as take control measures with such service providers for the assurance of the protection and security of the customer's data; this also applies to outsourced ancillary services.

7. Erasure and return

With the end of contract regulating the Video Interview Service, CareerJunction shall erase the data contained in the applicant management system. Otherwise, CareerJunction will erase the data at the latest one year after receipt of the data or otherwise upon request of the client.


For the customer

Signature: _____

Name: _____

Place, date: _____

For CareerJunction

Signature:  _____

Name: Greig Smith

Place, date: Sandton 10 June 2021

For CareerJunction

Signature:  _____

Name: Willem Swart

Place, date: Cape Town, 10 June 2021