

Privacy Policy

Updated at 2023-01-19

Who are we

ASG Process Technologies (Pty) Ltd is an international OEM supplier of mineral processing solutions to the mining industry. ASG is focused on the small to the medium-scale miner and produces processing solutions from prospecting and exploration-type sampling plant through to production plants of 100 tones per hour or more.

Definitions and key terms

For this Privacy Policy:

- **Cookie:** Small amount of data generated by a website and saved by your web browser. It is used to identify your browser, provide analytics, and remember information about you such as your language preference or login information.
- **Company:** This agreement is between ASG Process Technologies (Pty) Ltd (referred to as "us", "our" or "we" which is responsible for your information under this Privacy Policy. In these terms, which expressions shall include, where the context so admits, any other relevant subsidiaries of ASG Process Technologies (Pty) Ltd or joint venture companies in which ASG Process Technologies (Pty) Ltd directly or indirectly holds shares) and the visitors to our website (referred to as "you" or "your" in these terms). In consideration of our making available this website for your use, you accept the terms of this agreement by your use of this website.
- **Country:** where ASG Process Technologies (Pty) Ltd or the owners/founders of ASG Process Technologies (Pty) Ltd are based, in this case, is South Africa with company with registration number 2012/126206/07.
- **Customer:** refers to the company, organization, or person that signs up to use ASG Process Technologies (Pty) Ltd to manage the relationship with your consumers or service users.
- **Device:** any internet-connected device such as a phone, tablet, computer, or any other device that can be used to visit ASG Process Technologies (Pty) Ltd and use the service.
- **IP address:** Every device connected to the internet is assigned a number known as an Internet Protocol (IP) address. These numbers are usually assigned in geographic blocks. An IP address can often be used to identify the location from which a device is connecting to the internet.
- **Personnel:** refers to those individuals who are employed by ASG Process Technologies (Pty) Ltd or are under contract to perform a service on behalf of one of the parties.
- **Personal Data:** any information that directly, indirectly, or in connection with other information – including a personal identification number – allows for the identification or identifiability of a natural person.
- **Service:** refers to the service provided by ASG Process Technologies (Pty) Ltd as described in the relative terms (if available) and on this platform.
- **Third-party service:** refers to advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you.
- **Website:** ASG Process Technologies (Pty) Ltd site, which can be accessed via this URL: <https://asgprocess.com/>
- **You:** a person or entity that is registered with ASG Process Technologies (Pty) Ltd to use the Services.

Definition of Personal Information

According to the POPI Act “Personal Information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. The POPI Act, which has more specific examples if you need them, can be found at the following link: [Protection of Personal Information Act](#)

Collection of Personal Information

We collect and process your Personal Information mainly to provide you with access to our services and products, to help us improve our offerings to you, to support our contractual relationship with you, and for certain other purposes explained below.

The type of information we collect will depend on the purpose for which it is collected and used. We will only collect information that we need for that purpose. We collect information directly from you when you provide us with your personal details, for example when you purchase or supply a product or service to or from us or when you submit enquiries to us or contact us. Where possible, we will inform you what information you are required to provide to us and what information is optional. We collect information from you when you visit our service, register, place an order, subscribe to our newsletter, respond to a survey or fill out a form.

The following information may be collected for the purposes stated above.

- Name / Username;
- Passwords;
- Phone Numbers;
- Email Addresses;
- Mailing Addresses;
- Physical Addresses;
- Billing Addresses;

Collection of Non-Personal Information

We may automatically collect non-Personal Information about you such as the type of internet browsers you use or the website from which you linked to our website. We may also aggregate details that you have submitted to the site (for example, the products or services you are interested in). You cannot be identified from this information and it is only used to assist us in providing an effective service on this website. We may from time to time supply third parties with this non-personal or aggregated data for uses in connection with this website.

How do we use the information we collect?

We will use your Personal and Non-Personal Information only for the purposes for which it was collected or agreed with you, for example:

- To personalize your experience (your information helps us to better respond to your individual needs);
- To improve our service (we continually strive to improve our service offerings based on the information and feedback we receive from you);
- To improve customer service (your information helps us to more effectively respond to your customer service requests and support needs);
- To process transactions;
- To administer a contest, promotion, survey, or other site feature.
- To send periodic emails.
- Analyse the effectiveness of our advertisements, competitions, and promotions.

- Collect information about the device you are using to view the site, such as your IP address or the type of Internet browser or operating system you are using, and link this to your Personal Information so as to ensure that the site presents the best web experience for you
- Evaluate the use of the site, products, and services.
- For audit and record-keeping purposes
- For market research purposes
- For monitoring and auditing site usage
- Help speed up your future activities and experience on the site.
- To contact you regarding products and services which may be of interest to you, provided you have given us consent to do so or you have previously requested a product or service from us and the communication is relevant or related to that prior request and made within any timeframes established by applicable laws.
- To notify you about changes to our service
- To respond to your queries or comments
- We will also use your Personal Information to comply with legal and regulatory requirements or industry codes to which we subscribe, or which apply to us, or when it is otherwise allowed by law.
- Where we collect Personal Information for a specific purpose, we will not keep it for longer than is necessary to fulfill that purpose, unless we must keep it for legitimate business or legal reasons. To protect information from accidental or malicious destruction, when we delete information from our services, we may not immediately delete residual copies from our servers or remove information from our backup systems.
- You can opt out of receiving communications from us at any time. Any direct marketing communications that we send to you will provide you with the information and means necessary to opt-out

When do we use customer information from third parties?

We receive some information from third parties when you contact us. For example, when you submit your email address to us to show interest in becoming our customer, we receive information from a third party that provides automated fraud detection services to us. We also occasionally collect information that is made publicly available on social media websites. You can control how much of your information social media websites make public by visiting these websites and changing your privacy settings.

Do we share the information we collect with third parties?

We may share the information that we collect, both personal and non-personal, with third parties such as advertisers, contest sponsors, promotional and marketing partners, and others who provide our content or whose products or services we think may interest you. We may also share it with our current and future affiliated companies and business partners, and if we are involved in a merger, asset sale, or other business reorganization, we may also share or transfer your personal and non-personal information to our successors-in-interest.

We may engage trusted third-party service providers to perform functions and provide services to us, such as hosting and maintaining our servers and our service, database storage, and management, e-mail management, storage marketing, credit card processing, customer service, and fulfilling orders for products and services you may purchase through our platform. We will likely share your personal information, and possibly some non-personal information, with these third parties to enable them to perform these services for us and for you.

We may share portions of our log file data, including IP addresses, for analytics purposes with third parties such as web analytics partners, application developers, and ad networks. If your

IP address is shared, it may be used to estimate general location and other technographic such as connection speed, whether you have visited the service in a shared location, and the type of device used to visit the service. They may aggregate information about our advertising and what you see in the service and then provide auditing, research, and reporting for us and our advertisers.

We may also disclose personal and non-personal information about you to the government or law enforcement officials or private parties as we, in our sole discretion, believe necessary or appropriate to respond to claims, legal process (including subpoenas), to protect our rights and interest or those of a third party, the safety of the public or any person, to prevent or stop any illegal, unethical, or legally actionable activity, or to otherwise comply with applicable court orders, laws, rules, and regulations.

Where and when is information collected from customers and end-users?

We will collect the personal information that you submit to us. We may also receive personal information about you from third parties as described above.

How do we use your email address?

By submitting your email address on this website, you agree to receive emails from us. You can cancel your participation in any of these email lists at any time by clicking on the opt-out link or other unsubscribe option that is included in the respective email. We only send emails to people who have authorized us to contact them, either directly, or through a third party. We do not send unsolicited commercial emails, because we hate spam as much as you do. By submitting your email address, you also agree to allow us to use your email address for customer audience targeting on sites like Facebook, where we display custom advertising to specific people who have opted-in to receive communications from us. Email addresses submitted only through the order processing page will be used for the sole purpose of sending you information and updates about your order. If, however, you have provided the same email to us through another method, we may use it for any of the purposes stated in this Policy. Note: If at any time you would like to unsubscribe from receiving future emails, we include details unsubscribe instructions at the bottom of each email.

Is the information collected through our service secure?

We take precautions to protect the security of your information. We have physical, electronic, and managerial procedures to help safeguard, prevent unauthorized access, maintain data security, and correctly use your information. However, neither people nor security systems are foolproof, including encryption systems. In addition, people can commit intentional crimes, make mistakes, or fail to follow policies. Therefore, while we use reasonable efforts to protect your personal information, we cannot guarantee its absolute security. If applicable law imposes any non-disclaimable duty to protect your personal information, you agree that intentional misconduct will be the standard used to measure our compliance with that duty.

Can I update or correct my information?

The rights you have to request updates or corrections to the information we collect depend on your relationship with us. Personnel may update or correct their information as detailed in our internal company employment policies. Customers have the right to request the restriction of certain uses and disclosures of personally identifiable information as follows. You can contact us in order (1) update or correct your personally identifiable information, (2) change your preferences concerning communications and other information you receive from us, or (3) delete the personally identifiable information maintained about you on our systems (subject to the following paragraph), by canceling your account. Such updates, corrections, changes, and

deletions will not affect other information that we maintain or information that we have provided to third parties by this Privacy Policy before such update correction, change, or deletion. To protect your privacy and security, we may take reasonable steps (such as requesting a unique password) to verify your identity before granting you profile access or making corrections. You are responsible for always maintaining the secrecy of your unique password and account information. You should be aware that it is not technologically possible to remove every record of the information you have provided to us from our system. The need to back up our systems to protect information from inadvertent loss means that a copy of your information may exist in a non-erasable form that will be difficult or impossible for us to locate. Promptly after receiving your request, all personal information in databases we actively use, and others readily searchable media will be updated, corrected, changed, or deleted, as appropriate, as soon as and to the extent reasonably and technically practicable. If you are an end-user and wish to update, delete, or receive any information we have about you, you may do so by contacting the organization of which you are a customer.

Personnel

If you are one of our workers or applicants, we collect the information you voluntarily provide to us. We use the information collected for Human Resources purposes to administer benefits to workers and screen applicants. You may contact us to:

- (1) update or correct your information;
- (2) change your preferences concerning communications and other information you receive from us, or
- (3) receive a record of the information we have relating to you. Such updates, corrections, changes, and deletions will not affect other information that we maintain, or information that we have provided to third parties by the Privacy Policy before the such update, correction, change, or deletion.

Sale of Business

We reserve the right to transfer information to a third party in the event of a sale, merger, or other transfer of all or substantially all of the assets of us or any of its corporate Affiliates (as defined herein), or that portion of us or any of its Corporate Affiliates to which the Service relates, or if we discontinue our business or file a petition or have filed against us a petition in bankruptcy, reorganization or similar proceedings provided that the third party agrees to adhere to the terms of the Privacy Policy.

Affiliates

We may disclose information (including personal information) about you to our Corporate Affiliates. For purposes of this Privacy Policy, "Corporate Affiliate" means any person or entity which directly or indirectly controls, is controlled by or is under common control with us, whether by ownership or otherwise. Any information relating to you that we provide to our Corporate Affiliates will be treated by those Corporate Affiliates by the terms of this Privacy Policy.

How long do we keep your information?

We keep your information only so long as we need it to provide service to you and fulfill the purposes described in this policy. This is also the case for anyone that we share your information and carry out services on our behalf. When we no longer need to use your information and there is no need for us to keep it to comply with our legal or regulatory obligations, we'll either remove it from our systems or depersonalize it so that we can't identify you.

How do we protect your information?

We implement a variety of security measures to maintain the safety of your personal information when you place an order or enter, submit, or access your personal information. We offer the use of a secure server. All supplied sensitive/credit information is transmitted via Secure Socket Layer (SSL) technology and then encrypted into our Payment gateway providers' database only to be accessible by those authorized with special access rights to such systems and are required to keep the information confidential. After a transaction, your private information (credit cards, financials, etc.) is never kept on file. We cannot, however, ensure or warrant the absolute security of any information you transmit to us or guarantee that your information on the Service may not be accessed, disclosed, altered, or destroyed by a breach of any of our physical, technical, or managerial safeguards.

Governing Law

The laws of South Africa, excluding its conflicts of law rules, shall govern this Agreement and your use of our service. Your use of our service may also be subject to other local, state, national, or international laws.

Your Consent

By using our service, registering an account, or making a purchase, you consent to this Privacy Policy.

Links to other Websites

This Privacy Policy applies only to the Services. The services may contain links to other websites not operated or controlled by. We are not responsible for the content, accuracy, or opinions expressed in such websites, and such websites are not investigated, monitored, or checked for accuracy or completeness by us. Please remember that when you use a link to go from the Services to another website, our Privacy Policy is no longer in effect. You're browsing and interaction on any other website, including those that have a link on our platform, is subject to that website's own rules and policies. Such third parties may use their cookies or other methods to collect information about you.

Cookies

We use "Cookies" to identify the areas of our website that you have visited, A Cookie is a small piece of data stored on your computer or mobile device by your web browser. We use cookies to personalize the Content that you see on our website. Most web browsers can be set to disable the use of Cookies. However, if you disable Cookies, you may not be able to access functionality on our website correctly or at all. We never place Personally Identifiable Information in Cookies.

Kids' Privacy

We do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from anyone under the age of 13. If you are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact us. If we become aware that we have collected Personal Data from anyone under the age of 13 without verification of parental consent, we take steps to remove that information from our servers.

Changes to our Privacy Policy

If we decide to change our privacy policy, we will post those changes on this page, and/or update the Privacy Policy modification date below.

Third-Party Services

We may display, include or make available third-party content (including data, information, applications, and other product services) or provide links to third-party websites or services ("Third-Party Services").

You acknowledge and agree that we shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. We do not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and your access and use them entirely at your own risk and subject to such third parties' terms and conditions, and any such link does not imply endorsement by us of the site nor does it imply that there is any association between us and the operators of the site.

Warranties

We do not give any warranty, condition, guarantee or representation, express or implied, relating to information contained on this website or on any website to which it is linked under South African law. We make no representations or warranties concerning the accuracy, completeness or suitability for any purpose of the information and related graphics contained on this website or on any website to which it is linked, or that such information is up-to-date. We do not warrant that our website or any website to which it is linked or any relevant server are free of computer viruses or other harmful applications under South African law.

Intellectual Property

Our website and all related pages, including but not limited to content, software, code, graphics or other material contained in or electronically distributed on this website, is owned or licensed to us and is protected by copyrights, trademarks, service marks, patents or other proprietary rights or laws under South African law. Unauthorized use of any copyrighted materials, trademarks or any other intellectual property without the express written consent of the owner is strictly prohibited.

Copyright and Use of Material

By accessing our website, you agree that you will use the material for your personal use only and not for any commercial purpose. You are responsible for acting in compliance at all times with all applicable copyright laws under South African law. Without obtaining prior written permission from us, you may not redistribute, modify, adapt or vary any of the content of our website, remove any copyright or trademark notices from copies of the content, or create a database in electronic or structured manual form by systematically downloading and storing all or any of the content of our website.

Limitation of Liability

In no event shall we be liable for any damages, including without limitation, direct, indirect, special, incidental, or consequential damages, losses or expenses arising in connection with this website or any linked website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in

operation or transmission, computer virus or line or system failure, even if we, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

Indemnification

You agree to indemnify and hold us, our affiliates, and our respective directors, officers, agents, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of this website, your violation of this Agreement, or your violation of any rights of another.

Termination

We reserve the right, in our sole discretion, to terminate or suspend your access to all or part of this website, with or without notice and without liability to you or any third party.

No Waiver

Our failure to enforce any provision of this Agreement shall in no way be construed to be a present or future waiver of such provision, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by us of any provision, condition or requirement of this Agreement shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement.

Severability

If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

No Agency

You and we are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

Force Majeure

We shall not be liable for any delay or failure to perform resulting from causes outside our reasonable control, including, without limitation, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

Non-Assignment

You may not assign or transfer this Agreement or your rights or obligations under this Agreement, by operation of law or otherwise, without our prior written consent.

Third-Party Beneficiaries

This Agreement is for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other party.

Headings

The section headings in this Agreement are for convenience only and have no legal or contractual effect.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa, without giving effect to any principles of conflicts of law.

Entire Agreement

This Agreement constitutes the entire agreement between you and us with respect to your use of this website. Any cause of action you may have with respect to your use of this website must be commenced within one (1) year after the claim or cause of action arises. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

Stock Prices

Please note that all stock quotes may be delayed unless otherwise stated. The data provided for ASG Process Technologies (Pty) Ltd stock prices and historical stock data is sourced from third-party service providers and is for informational purposes only, not for trading. If you are considering trading in ASG Process Technologies (Pty) Ltd securities, it is strongly recommended that you seek professional advice before making any investment decisions. ASG Process Technologies (Pty) Ltd does not guarantee the accuracy or completeness of any stock price quotes or historical stock data and cannot be held liable for any inaccuracies, omissions, delays, errors, or losses arising from use of this information.

Right to object

In terms of the POPI Act (POPIA) section 18. (h) (iv) you have the right to object to the processing of personal information as referred to in section 11(3) of the POPIA.

Right to lodge a complaint

In terms of the POPI Act (POPIA) section 18. (h) (v) you have the right to lodge a complaint to the Information Regulator (South Africa) (IRSA). The IRSA contact details are:

Website: <https://www.justice.gov.za/infoereg/contact.html>

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Braamfontein, Johannesburg, 2017

Tel No. +27 (0) 10 023 5207,

Cell No. +27 (0) 82 746 4173

Email infoereg@justice.gov.za

Changes to this notice

Please note that we may amend this notice from time to time. Please check our website periodically to inform yourself of any changes.

How to contact us

If you have any queries about this Privacy Policy or believe we have not adhered to it, need further information about our privacy practices or wish to give or withdraw consent, exercise preferences, or access or correct your personal information, please contact us.

Cell/WA: 082 523 5971

Email: contactus@asgprocess.com

Website: <https://asgprocess.com/>