



## **TERMS AND CONDITIONS FOR THE USE OF THE ToGGeL CARD/WRISTBAND**

### **1. PROCESSING AND RETAINING OF PERSONAL INFORMATION**

The personal information that is provided is for the purpose of registering as an affiliated member of the ToGGeL system. ToGGeL has adopted a Data Privacy Policy, in terms of the Protection of Personal Information Act no.4 of 2013 (POPIA). There may be instances that ToGGeL has to verify the information provided for referencing purposes. This would include sharing this information with the company for the purpose of sending personalised e-mails.

### **2. DISCLAIMER**

ToGGeL guarantees to use information only for the purpose that it was collected. When that purpose is no longer effective, the information will be destroyed except when there is a statutory or regulatory obligation that requires ToGGeL to keep information for a stipulated period.

### **3. PRIVACY POLICY**

3.1 The personal information collected to produce a ID-card/wristband is used for the administrative and statistical purposes of a company and its ToGGeL photo-id card system. All account and personal information will be kept strictly confidential between ToGGeL and each company that requires photo-id as a prerequisite to providing the service.

3.2 A ID-card/wristband photograph may be used to provide identification to access company facilities including classes, events, residences and to participate in company activities where company photo-id is required. This may include attendance and participation in class and the writing of exams.

3.3 Registering in a membership system with ToGGeL means information and photographs may be shared with ToGGeL for the purpose of producing and administering a photo-id intended to provide access to the facilities and resources of the company.

3.4 Disclosure of user ID card/wristband photographs and information is otherwise limited to the permitted instances outlined in the Data Privacy Policy, in terms of the Protection of Personal Information Act no.4 of 2013 (POPIA). Which includes, but is not limited to, disclosure to law enforcement and/or circumstances such as emergencies requiring medical assistance.

### **4. ToGGeL IDENTIFICATION CARD/WRISTBAND USAGE**

4.1 The ToGGeL ID-card/wristband is to be used to identify an individual as an affiliated user at a company.

- 4.2 The front of the ID-card must contain the ID-card name, surname, photograph and affiliation with the company.
- 4.3 The ToGGeL ID-card/wristband remains the property of ToGGeL and expires when the user is no longer affiliated with the company.
- 4.4 A ToGGeL card/wristband is for the exclusive use of the individual to whom it was issued.
- 4.5 Cards/ wristbands must not be loaned or given to anyone else at any time.
- 4.6 Cards/wristbands must not be lent or transferred to another person and should be carried at all times to verify an individual's identity to company officials.
- 4.7 Company personnel may request additional identification to ensure that a ToGGeL card/wristband belongs to the individual presenting the card/wristband.
- 4.8 The card must not be accepted if the photo on the card does not resemble the individual presenting the card.

## 5. **CARD/WRISTBAND ISSUANCE**

ToGGeL cards/wristbands must only be issued once a valid membership has been confirmed via a signed agreement of by company with ToGGeL.

## 6. **WALLET CASH**

- 6.1 The ToGGeL card/wristband will allow users the ability to put monetary value on to the card called "ToGGeL Wallet".
- 6.2 ToGGeL Wallet can only be used on company premises at participating vendors.
- 6.3 Users will have access to a balance management system which will allow for the funding and consumption of wallet services.

## 7. **MISUSE AND TAMPERING**

- 7.1 In cases of misuse the office must be notified and use of the card/wristband will then be deactivated.
- 7.2 Tampering with a ToGGeL card, wristband, a card reader, data line or any related equipment may subject the user to disciplinary procedures and possible prosecution.
- 7.3 If a person witnesses misuse of a card, wristband or card reader please contact ToGGeL.

## 8. **CHANGES TO THE ToGGeL CARD/WRISTBAND POLICY**

- 8.1 ToGGeL reserves the right to make reasonable changes to the ToGGeL card/wristband policy.
- 8.2 Changes to the ToGGeL card/ wristband policy will apply to all ToGGeL users.
- 8.3 New policies will supersede policies in effect when the card/wristband was issued and/or validated.

- 8.4 The company will notify the card/wristband holder of any changes to the ToGGel card/wristband policy and of the date on which the changes become effective.

**9. CARD/WRISTBAND COST**

- 9.1 The first ToGGeL card/wristband issued for each user will incur a charge of R50. A replacement company card/wristband will incur a R50 fee. The fee stated above may be waived by the company if the card/wristband can be shown to have a manufacturing fault.
- 9.2 If the ToGGeL card/wristband is damaged individuals are required to return the card to the office before a replacement card/wristband is issued.

**10. LOST OR STOLEN COMPANY CARD/WRISTBAND**

- 10.1 Report lost or stolen ToGGeL cards/wristbands to the company's office as soon as possible. The functionality of the lost/stolen card/wristband will be deactivated and a new card/wristband issued.
- 10.2 Until such time as a lost/stolen card/wristband is reported the individual will be responsible for all use of a the card/wristband.
- 10.3 Upon issuance of a replacement ToGGeL card/wristband, any existing funds in the ToGGeL Wallet will be accessible through the new card/wristband. Note: Once an old ToGGeL card/wristband is replaced due to theft or loss, it is deactivated and cannot be reactivated should it be found at a later date.

**11. EXPIRY OF CARDS/WRISTBAND**

All company cards/wristband will expire 10 years from the date of issuance or when a user leaves the company which ever occurs first.

**12. DIGITAL PHOTOGRAPH**

- 12.1 The photograph provided for a ToGGeL card must not be more than two years old at the time of printing.
- 12.2 A photograph image will be used on all ToGGeL cards and may also be used on various other company systems to identify users.
- 12.3 For identity purposes, hats and head coverings should not be worn when the photograph for the ToGGeL card is taken, unless such headwear is required for religious or cultural reasons but the individual's full face must be clearly visible

**13. ID CARD/WRISTBAND\_USAGE RULES**

- 13.1 The card is non-transferable and is the property of ToGGeL. It is intended to last the duration of enrolment at the current company. It is the card/wristband holder's responsibility to protect and maintain the condition of the card/wristband. This card/wristband is for the purposes of identification and transaction of company related activities. It should be carried when on company property and must be presented on request.
- 13.2 All students registered by parents or guardians are eligible for the ToGGeL student photo card/wristband if the company has a signed agreement with ToGGeL.

- 13.3 Each ToGGeL student photo identification card/wristband is valid only while enrolled as an active registered student at the company.
- 13.4 Students may be required to present their ToGGeL photo card/wristband in order to access other company facilities and services where identification is required. This may include attendance in class, extra classes and homework and so on.
- 13.5 Students are required to present the ID-card/wristband when asked by a member of the company staff or by security officers.
- 13.6 The bearer of the ID-card/wristband is responsible for all transactions made with the card and agrees to the terms and conditions and policies of the company.
- 13.7 The card/wristband is the property of ToGGeL and must be returned to the office upon withdrawal or termination from the company.
- 13.8 The company and ToGGeL are not responsible for the loss of wallet funds due to careless use, loss, theft, card/wristband expiry or termination.
- 13.9 For verification purposes, students may be requested to present some form of identification for a replacement card/wristband if a card was lost or stolen.
- 13.10 ToGGeL reserves the right to confiscate and destroy all fraudulently used or inactive cards/wristband.
- 13.11 Falsifying information in order to obtain a ToGGeL card/wristband is identity fraud and may be subject to prosecution to the full extent of the law.