

RESPONSIBLE AI AND AUTOMATED DECISION-MAKING POLICY

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Policy reference: POL-TECH-05
Policy owner: AI Governance Owner / Information Officer
Applies to: generative AI, machine learning, automated scoring, embedded and vendor AI features
Terms reference: clause 16

RVZ International Group (Pty) Ltd ("RVZ") uses artificial-intelligence tools where they genuinely help us serve clients better, and only with privacy, security, fairness, intellectual-property and human accountability built in. This policy explains where AI is used in our business, the rules our people follow, what it means for your personal information under the Protection of Personal Information Act 4 of 2013 ("POPIA"), how AI use in client work is disclosed and approved, and how you can question or challenge a decision that AI helped to make.

1. Principles

- Human accountability. A named person at RVZ is responsible for every output we rely on or publish. AI assists; it does not decide.
- Lawful basis first. Personal information is processed by or with AI only where POPIA's eight conditions for lawful processing are met.
- Least data. Only the minimum information needed for the task is provided to a tool, and never to a tool that has not been approved for that class of data.
- Verify before reliance. Factual, legal, financial, safety, bias and IP checks precede any reliance or publication.
- Transparency. Material AI assistance is disclosed where context, contract, professional integrity or policy requires.
- Defence in depth. Security, privacy, resilience and reliable evidence are lifecycle requirements for every tool.

2. Where RVZ uses AI

Area	Typical use	Human control
Marketing and creative (RVZ Marketing & Design)		
Typical use Ideation, first drafts of copy, mood boards, image and layout concepts, transcription, translation drafts, ad-performance analysis.		
Human control Every deliverable is reviewed, edited and approved by a designer or writer; material generative content in a final deliverable is disclosed and client-approved (section 8).		
Music and production (RVZ Productions)		
Typical use Stem separation, noise reduction, mastering assistance, reference analysis, session notes.		
Human control Producer approves; synthetic voice or performer likeness only with documented consent (section 9).		

Marketing and creative (RVZ Marketing & Design)

Typical use

Ideation, first drafts of copy, mood boards, image and layout concepts, transcription, translation drafts, ad-performance analysis.

Human control

Every deliverable is reviewed, edited and approved by a designer or writer; material generative content in a final deliverable is disclosed and client-approved (section 8).

Music and production (RVZ Productions)

Typical use

Stem separation, noise reduction, mastering assistance, reference analysis, session notes.

Human control

Producer approves; synthetic voice or performer likeness only with documented consent (section 9).

Business operations

Typical use

Drafting internal documents, summarising meetings, spreadsheet analysis, code assistance for our own systems, scheduling.

Human control

Author reviews and owns the output; confidential data only in approved enterprise tools.

Website and customer service

Typical use

Search relevance, spam and fraud filtering on forms and checkout, drafting suggested replies for a human agent, analytics.

Human control

No automated decision with legal effect; a person sends every response and decides every dispute.

Recruitment (RVZ Personnel Services)

Typical use

Formatting CVs, matching keywords in a job brief to a candidate's stated skills to help a consultant prioritise reading, scheduling.

Human control

A consultant reads and assesses every shortlisted candidate; AI never rejects a candidate or ranks on protected characteristics (section 10).

Travel and events

Typical use

Itinerary drafting, supplier research, timeline and run-sheet drafts.

Human control

Consultant confirms every fact, price, availability and safety element with the supplier before it reaches a client.

3. Where RVZ does not use AI

RVZ does not use AI to make, without human review, any decision that has legal or similarly significant consequences for a person — including whether to hire, place, promote, discipline or dismiss; whether to accept, refuse or price a booking or order for an individual; creditworthiness or payment terms; refunds and complaint outcomes; or safety-critical event and travel decisions. RVZ does not use facial recognition, emotion recognition or biometric categorisation of members of the public, and does not deploy autonomous conversational agents that hold themselves out as human.

4. Approved tools and data that may never be entered

4.1 Only tools and use cases approved by the AI Governance Owner may process RVZ information, and each approval specifies the classification of data permitted. Approval depends on the vendor assessment in section 11.

4.2 The following may never be entered into a public or consumer AI service (one that may train on, retain or expose inputs, or that RVZ has no contract with): passwords, API keys and other secrets; legally privileged material; special personal information under POPIA section 26 (religious or philosophical beliefs, race or ethnic origin, trade-union membership, political persuasion, health or sex life, biometric information, criminal behaviour) and personal information of children; unapproved client or candidate personal information; unreleased music, campaigns or other client confidential information; and any third-party content RVZ is not licensed to reproduce (Terms clause 16.5).

4.3 Personal information may be processed in an approved enterprise AI tool only under a written operator agreement meeting POPIA sections 20 and 21, with training on inputs disabled, retention limited and hosting and sub-processors known.

5. AI output is unverified until a human checks it

All AI output is treated as unverified. Before it is relied on, sent to a client or published, a competent person checks it for factual accuracy (including citations, statistics, prices and dates), legal and regulatory compliance (including the Consumer Protection Act's prohibition of false, misleading or deceptive representations in section 41 and the Advertising Regulatory Board Code), financial accuracy, safety, bias and discriminatory content, infringement risk and brand suitability (Terms clause 16.6). The reviewer is accountable for the output as if they had produced it.

6. Automated decision-making and your right to human review

6.1 POPIA section 71 provides that, subject to limited exceptions, a data subject may not be subject to a decision that results in legal consequences for them, or that affects them to a substantial degree, that is based solely on the automated processing of personal information intended to provide a profile of them (including their work performance, creditworthiness, reliability, location, health, personal preferences or conduct). RVZ does not make such decisions. Where an automated process contributes to a consequential decision about people, credit, safety or rights, that decision receives meaningful, authorised human review by a person with the competence and authority to change it.

6.2 If you believe a decision affecting you was influenced by automated processing, you may ask us to explain the logic involved, to have the decision reviewed by a person, and to make representations (section 71(3)). Contact the Information Officer at ryan@rvzgroup.co.za. We respond within the timeframes in our Privacy Policy.

6.3 Under Consumer Protection Act 68 of 2008 section 62, a consumer is entitled on request to the information on which a decision to decline a transaction or offer less favourable terms was based; and under National Credit Act 34 of 2005 section 62 (where credit is granted) to reasons for a refusal of credit.

7. Personal information and AI (POPIA)

7.1 Where personal information is processed using AI, RVZ remains the responsible party and the AI vendor is an operator. The processing must satisfy all eight POPIA conditions: accountability (s 8), processing limitation including minimality and a lawful justification under section 11 (ss 9–12), purpose specification (ss 13–14), further-processing limitation (s 15), information quality (s 16), openness (ss 17–18), security safeguards (ss 19–22) and data-subject participation (ss 23–25).

7.2 Personal information is not used to train or fine-tune any model, by RVZ or a vendor, without a specific lawful basis and, where required, consent. Where a vendor is located outside South Africa, transfer occurs only under POPIA section 72.

7.3 RVZ does not create profiles of individuals from combined data sources for marketing or scoring without a lawful basis and a privacy notice, and does not use AI to infer special personal information.

8. AI in client deliverables: disclosure and approval

8.1 Under Terms clause 16.4, RVZ may use AI tools for ideation, assistance or production only where appropriate to the brief, confidentiality and rights position. Material generative-AI use in a final deliverable — and any synthetic voice, face, music or performer likeness — requires disclosure to the client and the client's approval before delivery. A client may instruct in the statement of work that no generative AI be used in final deliverables, and RVZ will comply.

8.2 RVZ discloses material AI assistance wherever a platform, publisher, competition, broadcaster, distributor or advertising code requires labelling of AI-generated or altered content, and where the Films and Publications Act 65 of 1996 (as amended) or ARB Code requires. Political and public-interest content is not generated or altered by AI without express client approval and required labelling.

8.3 RVZ does not warrant that a third-party AI output is exclusively protectable by copyright or free of similarity to existing works, and any material limitation known to RVZ is disclosed to the client (Terms clause 16.6). Where exclusivity or registrability matters to the client, RVZ will use human-authored work.

9. Intellectual property, likeness and synthetic media

9.1 Copyright. Under the Copyright Act 98 of 1978, a computer-generated work is protected and its author is the person by whom the arrangements necessary for its creation were undertaken (section 1(1)(h)); RVZ addresses the resulting ownership position in each creative agreement and does not represent AI-generated material as a human original. RVZ complies with the licence terms of every AI tool and does not use tools known to be trained on infringing datasets for commercial deliverables where the vendor offers no indemnity.

9.2 Third-party works. Prompts and inputs may not include protected third-party works, trade marks, or the style of an identifiable living artist for the purpose of imitation, without a licence or a clear lawful basis. Music outputs are checked for substantial similarity before release; RVZ Productions maintains split-sheets and rights records for every work (Terms Schedule 6).

9.3 Likeness and performers. A person's face, voice, name or performance is not synthesised, cloned or altered without their specific, informed, written consent identifying the use, duration, territory and channels, in accordance with the Performers' Protection Act 11 of 1967 (as amended), the common-law right to identity and dignity, and POPIA (biometric information is special personal information). Deceased persons' likenesses require the estate's authority. Deepfakes intended to deceive are never produced.

9.4 Trade marks and brand. AI is not used to generate content that imitates a competitor's trade mark or get-up (Trade Marks Act 194 of 1993; common-law passing off), or that makes unsubstantiated comparative claims (CPA section 41; ARB Code).

10. Fairness, bias and recruitment

10.1 Any AI tool that touches recruitment, placement or people decisions is assessed for bias before use and periodically thereafter. Tools may not rank, filter or score candidates on, or on proxies for, a ground listed in Employment Equity Act 55 of 1998 section 6 (race, gender, sex, pregnancy, marital status, family responsibility, ethnic or social origin, colour, sexual orientation, age, disability, religion, HIV status, conscience, belief, political opinion, culture, language, birth) or any arbitrary ground, and may not be used as an assessment within the meaning of section 8 unless scientifically validated, reliable, fair and, where required, certified.

10.2 A consultant reads and assesses every shortlisted candidate personally; AI does not reject a candidate. Candidates may ask how their application was processed (section 6.2 above).

10.3 In marketing, audience targeting and generated content are reviewed to avoid unfair discrimination in the supply of goods and services (CPA sections 8 to 10; Promotion of Equality and Prevention of Unfair Discrimination Act 4 of 2000) and content that is harmful or offensive under the ARB Code.

11. Vendor assessment, logging and incident response

11.1 Before approval, each AI vendor is assessed for: whether inputs are used for training; retention periods and deletion; security certifications and encryption; hosting location and cross-border transfer; sub-processors; access controls; contractual liability and indemnities; audit and exit rights; and compliance with POPIA sections 20 and 21 and, where relevant, the EU General Data Protection Regulation and EU AI Act obligations that apply to a vendor serving EU clients.

11.2 AI use in client work is logged (tool, purpose, data class, reviewer) and monitored. A serious error, bias finding, data leakage, security compromise or material vendor change (for example a change to training terms) triggers suspension of the tool and reassessment; a security compromise involving personal information is handled under POPIA section 22 and our Privacy Policy.

11.3 Staff are trained on this policy; a breach is handled under the disciplinary code and, for suppliers, under the supplier agreement. Good-faith reporting of an AI error or near-miss is encouraged and never penalised.

12. Questions and complaints

Questions about AI use, requests for human review, and complaints may be sent to the Information Officer at ryan@rvzgroup.co.za. You may also complain to the Information Regulator (info regulator.org.za) about the

processing of your personal information, to the Advertising Regulatory Board about AI-generated advertising, or to the consumer bodies listed in our Consumer Protection Policy.

13. Legal references

- Protection of Personal Information Act 4 of 2013 — ss 8–25 (conditions for lawful processing), 26–33 (special personal information), 34–35 (children), 57–58 (prior authorisation, including for processing unique identifiers and certain profiling), 69 (direct marketing), 71 (automated decision-making), 72 (transborder flows) and 20–22 (operators and security compromises).
- Consumer Protection Act 68 of 2008 — ss 8–10 (equality), 29–41 (marketing and fair and honest dealing, including s 41 false, misleading or deceptive representations) and 62 (information on declined transactions).
- Employment Equity Act 55 of 1998 — ss 6, 8 (psychological and similar assessments), 9 and 11.
- Copyright Act 98 of 1978 — ss 1(1) ("author" of a computer-generated work), 2, 21 and 23; Performers' Protection Act 11 of 1967 ; Trade Marks Act 194 of 1993 ss 34–35; Films and Publications Act 65 of 1996 as amended by Act 11 of 2019 (prohibited and harmful content).
- Cybercrimes Act 19 of 2020 — ss 2–12 (unlawful access, interception, data and software offences) and 14–16 (malicious communications, including data messages that incite harm or contain intimate images).
- Electronic Communications and Transactions Act 25 of 2002 — ss 20 (automated transactions and electronic agents) and 43–46.
- Advertising Regulatory Board Code of Advertising Practice ; National Credit Act 34 of 2005 s 62 (where applicable).
- International — EU General Data Protection Regulation (Regulation (EU) 2016/679) art 22 and EU Artificial Intelligence Act (Regulation (EU) 2024/1689) transparency duties, where RVZ processes data of persons in the EU or supplies deliverables for use there; OECD AI Principles (2019, revised 2024); UNESCO Recommendation on the Ethics of Artificial Intelligence (2021); South Africa's National AI Policy Framework (2024) and the Information Regulator's guidance.
- Master Terms and Conditions — clause 16 (Third-Party Services, Platforms and Artificial Intelligence), clause 13 (Privacy), clause 15 (Intellectual Property) and Schedules 4–6.

This page is the public edition of RVZ's Responsible Artificial Intelligence and Automated Decision-Making policy (POL-TECH-05) and reflects the law as at the date shown above. South African AI-specific regulation is developing; RVZ reviews this policy at least annually and on any material legal change. It is not legal advice.

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