



# TERMS OF SERVICE & POPIA DISCLAIMER

**v1.1 Updated:** 01-July-2026

Welcome to **ARBIE** ("the Bot"), an AI-powered conversational assistant built on the Abacus.ai platform.

By interacting with, messaging, or sending any data to ARBIE, you ("the User / Data Subject") explicitly agree to this legally binding agreement. **If you do not agree to these terms, you must immediately stop using ARBIE and delete your chat history.**

## 1. POPIA Compliance & Personal Information Processing

In accordance with the **Protection of Personal Information Act (POPIA)**, we act as the **Responsible Party** for any personal data processed through ARBIE:

- **Consent:** By entering any information into ARBIE, you provide explicit, voluntary consent for the processing of that information.
- **Purpose Specification:** ARBIE processes data strictly to generate responses, answer queries, and facilitate user requests.
- **Third-Party Processing (Abacus.ai):** Your data is routed to Abacus.ai (acting as our **Operator**). This processing may involve cross-border data transfers to secured global servers.
- **Data Minimisation:** Do **NOT** upload highly sensitive or "Special Personal Information" (e.g., medical records, criminal history, legal history or bank account credentials) to ARBIE.
- **Your Rights:** You retain the right to request access to, correction of, or deletion of your personal data. To exercise these rights, contact our Information Officer at [info@arb.org.za](mailto:info@arb.org.za).

## 2. Limitation of Liability & Common Law Disclaimer

To the maximum extent permitted by South African law:

- **Provided "As-Is":** ARBIE is an artificial intelligence application. It may generate incorrect, incomplete, outdated, or inaccurate outputs ("AI hallucinations").
- **No Reliance:** Outputs are for informational purposes only. They do not constitute financial, legal or professional advice. Users must independently verify all information.
- **Exclusion of Damages:** The owners, developers, and operators of ARBIE shall not be liable for any direct, indirect, or consequential loss, financial damage, or data loss arising from your reliance on the Bot, system downtime, or Abacus.ai or Airtable or MiniExtensions infrastructure errors.
- **Statutory Limit:** Nothing in this agreement excludes or restricts liability for gross negligence, fraudulent misrepresentation, or intentional misconduct, as prohibited under Section 51 of the Consumer Protection Act (CPA).

## 3. Automated Decision-Making (POPIA Section 71)

ARBIE is an assistant tool and does not make final, legally binding, or high-consequence automated decisions regarding credit, employment, or legal rights.

## 4. Jurisdiction & Governing Law

This agreement is governed by and construed in accordance with the laws of the **Republic of South Africa**. Any disputes arising from the use of ARBIE shall be subject to the exclusive jurisdiction of the South African courts.