

RGMi Limited

Privacy, Data Protection & Cookies Policy

Version 2.03 – September 2026

RGMi Limited (trading as the Revenue Growth Management Institute / “RGMi”)

1. About RGMi and this Policy

RGMi Limited is a company registered in Ireland under company registration number 783560, with its registered office at 174 Walkinstown Road, Walkinstown, Dublin 12, D12 K6NT, Ireland. RGMi Limited trades as the Revenue Growth Management Institute (“RGMi”, “we”, “us” or “our”).

This Policy explains how RGMi collects, uses, stores, shares and protects personal data and personal information when individuals visit our websites, use our learning platforms, assessments, AI-enabled services, certification services and other digital services, purchase or receive our products or services, participate in consulting or capability-development engagements, or otherwise communicate with us.

This Policy also explains our use of cookies and similar technologies. It should be read together with RGMi’s General Terms & Conditions and any service-specific notices or contractual terms that apply to a particular product or engagement.

This Policy is intended to describe what RGMi actually does with personal information. We may update it as our services, technology providers or legal obligations change.

2. Data protection laws and jurisdictions

RGMi is established in Ireland and is primarily subject to the EU General Data Protection Regulation (“GDPR”) and the Irish Data Protection Act 2018.

RGMi operates internationally and may offer services to individuals and organisations in other jurisdictions. Where the laws of another jurisdiction apply to a particular processing activity, RGMi will also comply with those applicable requirements. This may include, where applicable, the Protection of Personal Information Act 4 of 2013 (“POPIA”) in South Africa and applicable access-to-information requirements under the Promotion of Access to Information Act 2 of 2000 (“PAIA”).

Nothing in this Policy is intended to state that every privacy or access-to-information law applies to RGMi in every country merely because a person in that country can access our website or services. The applicable legal framework depends on the circumstances of the processing and the relevant law.

3. Who is responsible for your information?

Unless another arrangement is expressly stated, RGMi Limited is the controller of personal data processed for RGMi’s own purposes.

In some business-to-business engagements, RGMi may process information on behalf of a corporate customer, for example where a customer provides learner identifiers or other data for delivery of a company-specific service. In those circumstances, the customer may be the controller or responsible party and RGMi may act as a processor or operator, depending on the service and applicable law.

Where RGMi and a customer each determine their own purposes for processing information, each may act as an independent controller or responsible party for its respective processing.

4. Who this Policy applies to

This Policy may apply to:

- visitors to RGMi websites and online services;
- prospective and existing learners;
- participants in assessments, diagnostics, Opportunity Frameworks and capability scorecards;
- users of RGMi AI assistants and chatbots;
- employees or representatives of RGMi customers, partners, prospects and suppliers;
- individuals enrolled, sponsored or nominated by an employer or other organisation;
- purchasers of RGMi products or services; and
- people who contact RGMi, subscribe to communications or otherwise interact with us.

5. Personal information we may collect

Depending on how you interact with RGMi, we may collect the following categories of information:

- Identity and contact information, such as name, email address, telephone number, country, job title and employer.
- Account and access information, such as username, learner ID, account status, login activity and authentication-related information.
- Professional and organisational information, including role, function, business unit, market, organisation and information supplied in connection with consulting or capability-development services.
- Learning information, including enrolments, course activity, progress, quiz and examination responses, scores, completion status, learner notes and certification records.
- Assessment and diagnostic information, including answers to questionnaires, capability assessments, scorecards, Opportunity Frameworks, scores, generated analyses, plans, recommendations and related reviewer comments.
- AI interaction information, including prompts, questions, chatbot conversations, files or data submitted to an AI-enabled service, generated responses and feedback.
- Certificate-claim information, including learner name, email address, learner identifier, relevant test scores and any additional information voluntarily supplied when claiming or sharing a certificate.
- Transaction and billing information, such as purchases, invoices, billing or order details, payment status and transaction references. RGMi does not itself store complete payment-card numbers or card security codes. Card-payment information is processed through the applicable payment service, currently including Stripe in conjunction with WooCommerce. RGMi may receive transaction references, payment status and limited payment-related information required to administer the transaction.
- Communications information, including emails, form submissions, support requests, meeting correspondence, meeting or workshop notes, messages, telephone calls, voice notes and, where used, audio or video recordings, transcripts and AI-generated meeting summaries.
- Marketing information, including subscription status, communication preferences, campaign interactions and unsubscribe or suppression records.
- Technical and usage information, including IP address, browser and device information, approximate location, page views, referring pages, timestamps, log information, cookies and similar identifiers.
- Information received from an employer, customer, partner or other third party that enrolls you, provides access to a service, commissions an assessment, or otherwise lawfully provides information to RGMi.

We ask users not to submit special-category or otherwise highly sensitive personal data through general forms, assessments or AI chat features unless it is genuinely necessary for an agreed service and the user or organisation is authorised to provide it.

6. How we collect information

We collect information directly from you when you create or use an account, complete a form or assessment, interact with a chatbot, take a course or test, claim a certificate, make a purchase, subscribe to communications, attend an engagement, participate in a meeting or workshop, send a message or voice note, or otherwise contact us.

We may receive information from your employer, an RGMi customer, a regional sales or consulting partner, a learning-platform administrator or another party that lawfully arranges access to RGMi services for you.

We also collect certain technical and usage information automatically through our websites, platform logs, cookies, analytics technologies and similar tools, subject to applicable consent requirements.

7. Why we use personal information and our lawful bases

We process personal information only for identified purposes and where an appropriate lawful basis applies. The principal purposes and lawful bases RGMi generally relies on under GDPR are summarised below. The precise basis may vary where another law applies or where RGMi acts on behalf of a corporate customer rather than as controller.

Principal processing purposes and lawful bases

Processing activity	Typical purpose	Principal GDPR lawful basis
Accounts, courses and learning services	Create accounts, provide access, deliver learning and support learners	Contract; legitimate interests where access is arranged by an employer or other customer
Employer-sponsored learning and reporting	Administer sponsored access and provide agreed participation, progress, assessment, completion or certification information	Contract and/or legitimate interests in delivering the commissioned service
Capability Scorecards, Opportunity Frameworks and assessments	Collect responses, generate initial AI-supported analysis and scoring, conduct human review and prepare reports	Contract or pre-contractual steps; legitimate interests for free diagnostics and business-to-business capability services
AI-enabled services and company-specific assistants	Process prompts, supplied content and outputs to provide, administer, secure and support the relevant service	Same lawful basis as the underlying service; contract and/or legitimate interests as applicable
Certification	Verify results, issue certificates and maintain appropriate certification records	Contract and legitimate interests in verifying and evidencing achievement
Purchases and payments	Process orders, payments, refunds, invoices and transaction records	Contract; legal obligations for tax, accounting and other required records
Customer support and service communications	Respond to enquiries and administer services and relationships	Contract and/or legitimate interests
Security, fraud prevention and protection of systems and IP	Protect users, services, systems and RGMi intellectual property and investigate misuse	Legitimate interests; legal obligations where applicable
Service improvement and business administration	Improve content, services, methodologies, frameworks, knowledge resources and operations; derive generalised learnings and insights; and maintain appropriate business records	Legitimate interests, subject to applicable rights and mandatory Consumer Law
Website analytics	Understand website use and performance through optional analytics technologies such as Google Analytics	Consent where required for analytics cookies or similar technologies
Marketing	Send newsletters, invitations and information about RGMi products or services	Consent where required; otherwise legitimate interests where direct marketing is lawfully permitted
Legal, tax, audit and dispute records	Comply with law and establish,	Legal obligation and/or legitimate

	exercise or defend legal claims	interests
--	---------------------------------	-----------

Where RGMi relies on legitimate interests, those interests include delivering and administering business and professional learning services, managing customer and partner relationships, improving and securing RGMi services, developing and refining RGMi learning content, methodologies, frameworks, knowledge resources and thought leadership, protecting RGMi intellectual property, maintaining appropriate business records and communicating with business contacts. RGMi considers the nature of the processing and its effect on individuals and does not rely on legitimate interests where those interests are overridden by applicable rights and freedoms.

8. Learning, assessments and certification

RGMi records information reasonably required to deliver learning and certification services. This may include course participation, progress, quiz or examination results, completion records and certificates.

Learner Notes

RGMi's learning services may allow learners to create and store personal notes associated with learning content. These notes are stored within RGMi's learning environment and may constitute personal data where they contain information relating to an identifiable individual.

Learners should not use the notes functionality to store sensitive personal information, confidential third-party information, passwords, financial information or other information that is not reasonably related to their learning.

RGMi may process and retain learner notes as necessary to provide and administer the learning service, maintain the learner's account and learning record, protect the security and integrity of the platform, comply with applicable legal obligations, and otherwise as described in this Policy.

Learner notes are not routinely visible to an employer or sponsoring organisation. Access is restricted to the learner and to authorised RGMi personnel or service providers who require access for legitimate administrative, technical, security or legal purposes, unless the learner chooses to share the notes or disclosure is otherwise required or permitted by law.

Any ownership, intellectual-property or licence rights relating to learner notes are governed by the applicable RGMi Terms & Conditions. Nothing in this Policy changes the treatment of learner notes as personal data where data-protection law applies.

If your access is provided, purchased, funded or arranged by your employer or another sponsoring organisation, you should understand that the sponsoring organisation may receive information about your enrolment, participation, progress, assessment results, completion, attainment and certification where this forms part of the service it has commissioned. The precise information shared depends on the applicable service and contractual arrangement.

Where RGMi content is delivered through a customer's own learning platform, including SCORM-based deployments, the customer may control the learner account and much of the learner's personal information. RGMi may receive only limited licensing or usage information linked to a customer learner identifier. RGMi may not know the learner's identity until the learner claims an RGMi certificate or otherwise provides identifying information to RGMi. When a certificate is claimed, RGMi may receive the learner's name, email address, learner identifier and relevant test scores to verify the applicable pass requirements, together with any additional information the learner chooses to provide.

RGMi content, intellectual property and licensing controls may operate on customer-hosted platforms. The customer remains responsible for its own platform, user administration and processing activities except to the extent RGMi has expressly undertaken those responsibilities.

9. Capability Scorecards, Opportunity Frameworks and organisational assessments

RGMi provides capability assessments and diagnostic tools that may collect personal, professional and organisational information. These tools may include the free RGM Capability Scorecard and paid or company-specific Opportunity Frameworks.

Information collected may include a participant's name and contact details, employer or organisation, answers to assessment questions, chatbot interactions, generated scores, analyses, draft plans and related results.

For RGMi capability assessments and Opportunity Frameworks, the client or participant supplies answers to the relevant questions. The AI component evaluates the information supplied against RGMi's assessment framework and generates an initial interpretation, scoring proposal and analysis for the relevant RGM dimension. The AI then packages the responses, scoring and analysis for a human reviewer. An RGMi reviewer or authorised consultant reviews the underlying information and AI-generated material, adjusts it where required, and prepares the report or deliverable by hand. The AI-generated result is therefore not treated as the final professional assessment without the applicable human review, and the final reviewed report is not produced solely by automated processing.

Assessment outputs are intended to support capability development, planning and business decision-making. They are based on the information supplied and the methodology used. They should not be treated as a guarantee of business, financial, commercial or other outcomes.

Where an assessment is commissioned by an organisation, RGMi may provide that organisation with individual responses, individual results, team-level results, aggregated results or organisational results where this forms part of the commissioned service. The applicable assessment or engagement should explain the level of information to be shared. Participants in a company-sponsored assessment should not assume that their responses or results are confidential from the sponsoring organisation.

RGMi may use aggregated or appropriately de-identified assessment information for benchmarking, research, service improvement and development of RGMi methodologies. RGMi applies measures intended to prevent individuals and, where appropriate, organisations from being reasonably identifiable from the resulting information.

10. AI-enabled services and chatbots

RGMi uses artificial-intelligence-enabled tools, including chatbot services, to support learning, assessments, diagnostics, planning and user assistance. These services may use third-party technology providers, including Chatbase and underlying large-language-model providers.

When you use an RGMi AI-enabled service, your prompts, questions, responses, uploaded content and generated outputs may be processed by RGMi and relevant service providers to provide, administer, review, secure and support the service. RGMi retains Chatbase chatbot conversations and relevant bot settings for operational, assessment, support and record-keeping purposes, subject to RGMi's retention practices and the terms applicable to the service. For the free RGM Capability Scorecard, this retained information includes the respondent's name and email address together with the assessment conversation, answers and generated results. Any use by an underlying provider for service improvement or model training is governed by that provider's applicable configuration and contractual terms; RGMi does not represent that such use occurs unless it is enabled for the relevant service.

For RGMi's general, non-company-specific AI-enabled learning tools, RGMi may analyse interactions and derive generalised learnings, insights and know-how to evaluate, develop and improve its services, learning content, methodologies, frameworks, knowledge bases, prompts, configurations and AI-enabled tools. Subject to applicable law, those generalised learnings and insights may also inform RGMi research, articles, presentations, LinkedIn posts and other thought-leadership content. RGMi does not intend to publish a user's identifiable personal data, Customer Confidential Information, or substantially reproduce protected learner-created content for those purposes without appropriate authority.

The contractual rights governing ownership and permitted reuse of AI Inputs, AI Outputs and learner-created content are set out in RGMi's General Terms & Conditions. An intellectual-property licence does not replace the need for an appropriate data-protection lawful basis where personal data is processed.

AI-generated material may contain errors, omissions or inappropriate assumptions. Unless RGMi expressly states otherwise for a particular service, AI output should be treated as assistance rather than as independently verified professional advice or a guaranteed outcome.

For the capability assessments and Opportunity Frameworks described in this Policy, human review forms part of the RGMi process before the reviewed report or deliverable is finalised. Human review does not eliminate all risk of error and does not convert an assessment, score, plan or report into a guarantee of commercial results.

Company-specific AI assistants

RGMi may provide a company-specific AI assistant for a customer. A customer may provide its own documents, information or other data for use with that assistant. The customer is responsible for ensuring that it has the rights, permissions and lawful basis necessary to provide that material and for determining what its personnel are permitted to submit.

Where a company-specific assistant is provided, customer-provided information and chatbot interactions may contain confidential business information and personal data. RGMi will process such information for the purposes permitted by the applicable service arrangement and will apply reasonable contractual, technical and organisational controls designed to restrict access to authorised persons and service providers. RGMi does not use Customer Confidential Information from a company-specific assistant to populate an unrelated customer's knowledge base or to train a general-purpose AI model unless the customer expressly agrees. The customer remains responsible for ensuring that it has the rights, permissions and lawful basis necessary to provide material to the assistant and for determining what its personnel are permitted to submit.

Users must not submit personal data, confidential information, trade secrets, third-party material or other restricted information to an AI service unless they are authorised to do so and its submission is appropriate for the relevant service.

RGMi does not ordinarily use solely automated decision-making that produces legal effects or similarly significant effects on individuals. If we introduce such processing, we will provide the additional information and safeguards required by applicable law.

11. Service providers, platforms and processors

RGMi uses third-party technology and service providers to operate its business and deliver services. These providers may process personal information on RGMi's behalf or, in some circumstances, for their own lawful purposes.

Depending on the service, these providers and technologies may include:

- hosting and infrastructure services, including xneelo;
- website, learning-management, forms, membership, CRM, certificate and interactive-content software operated within RGMi's technology environment;
- e-commerce and payment services, including WooCommerce and Stripe;
- video and content-delivery services, including PrestoPlayer and VdoCipher;
- cookie-consent and preference-management services, including CookieYes;
- analytics services, including Google Analytics;
- email, productivity and internal file-storage services provided by Google;
- AI and chatbot services, including Chatbase and underlying AI model providers; and
- professional, technical, security and support providers reasonably required to operate RGMi's services.

The precise providers used may change over time. Where required, RGMi puts appropriate contractual, confidentiality, security and data-protection arrangements in place with providers that process personal information for RGMi.

12. Hosting and data locations

RGMi's principal website and online-learning infrastructure is currently hosted through xneelo in Germany. RGMi also uses cloud and software providers that may process or store information in other countries.

Company-hosted deployments, including SCORM deployments and certain VdoCipher-enabled content, may operate within a customer's own technology environment. In those cases, the customer determines and controls aspects of the hosting environment and may independently process learner information.

13. Sharing and disclosure

RGMi may disclose personal information where reasonably necessary to:

- service providers and processors supporting the purposes described in this Policy;
- an employer, customer or sponsoring organisation where it has commissioned or funded the relevant service and the disclosure is appropriate to that service;
- regional sales, consulting or delivery partners where necessary to manage an enquiry, engagement or service and subject to appropriate obligations;
- professional advisers, auditors, insurers or other advisers where reasonably necessary;
- a purchaser, investor or successor in connection with a proposed or completed corporate transaction, subject to appropriate safeguards;
- law-enforcement bodies, regulators, courts or public authorities where required or permitted by law; or
- another party where you have authorised the disclosure or where another lawful basis applies.

RGMi does not sell personal information as a data-broker business.

14. Payments

Online payments may be processed using WooCommerce together with payment-service providers such as Stripe. RGMi does not itself store complete payment-card numbers or card security codes. Payment-card information is processed through the applicable payment service, while RGMi may receive the customer, order, transaction and limited payment information required to administer the purchase.

RGMi may retain transaction references, payment status, invoices, billing or order information and other information made available to RGMi through the transaction where required for order administration, refunds, accounting, fraud prevention or legal compliance.

Payment providers may process information under their own privacy terms as well as under arrangements with RGMi.

Communications, meetings and recordings

RGMi may retain reasonable records of business communications, including meeting and workshop notes, emails, messages and voice notes, where necessary for service delivery, administration, documenting decisions and actions, security, dispute resolution or legal and regulatory purposes.

RGMi does not currently record meetings as a routine practice. If RGMi records or transcribes a meeting, workshop, telephone call or other communication in future, or uses an AI-enabled tool to generate a transcript or meeting summary, participants will be informed where required and the resulting personal data will be processed for the stated purpose in accordance with applicable law.

15. Marketing and service communications

RGMi may send operational or service communications necessary to administer an account, course, assessment, certificate, purchase, contract or other service. These are different from optional marketing communications.

Where permitted by law, RGMi may send newsletters, invitations, information about products or services and other marketing communications. You can unsubscribe from marketing communications using the unsubscribe or preference-management mechanism provided or by contacting RGMi. We may retain limited suppression information so that we can honour an opt-out.

Opting out of marketing does not prevent RGMi from sending necessary transactional, contractual, security or service-related communications.

16. Cookies, analytics and similar technologies

What cookies are

Cookies and similar technologies are small files, identifiers, scripts or storage mechanisms used to make websites function, remember preferences, understand usage, measure performance and, where applicable, support marketing or advertising activities.

Cookie categories

RGMi may use the following categories, depending on the technologies active on the Website:

- Necessary cookies: required for core functions such as security, login, session management, consent preferences, shopping-cart functionality and access to protected content. These may operate without optional consent where permitted by law.
- Preference or functional cookies: remember choices and enable optional functionality.
- Analytics or statistics cookies: help RGMi understand how visitors use the Website and improve performance and content. This includes Google Analytics where enabled.
- Marketing or advertising cookies and similar technologies: may be used if RGMi later implements advertising, conversion-measurement, retargeting or audience technologies. At the date of this Policy, RGMi uses ordinary LinkedIn posts that may contain links to the RGMi Website; RGMi is not aware of a LinkedIn Insight Tag or equivalent LinkedIn tracking tag being installed on the Website. A normal outbound or inbound link to LinkedIn does not by itself mean that RGMi operates cross-site advertising tracking on its Website.
- Unclassified cookies: technologies that are being assessed or classified.

Consent and CookieYes

Where consent is required, non-essential cookies and similar technologies are kept inactive until the relevant consent has been obtained. RGMi uses CookieYes to allow users to accept, reject or manage optional cookie categories. Necessary cookies required for core Website functions may operate without optional consent where permitted by law.

Users may change their cookie preferences using the consent-management interface where available, or by clearing or controlling cookies through their browser. Withdrawal of consent does not affect processing that was lawful before withdrawal.

Rejecting optional cookies does not prevent access to core Website functions, although some optional features may be reduced or unavailable.

Google Analytics and social-media links

RGMi uses Google Analytics to understand Website usage and performance. Google Analytics may use cookies or similar identifiers and is treated as an analytics/statistics technology rather than a strictly necessary Website function. Where consent is required, RGMi configures its consent controls so that Google Analytics remains inactive until the visitor has consented to the relevant analytics/statistics category. Ordinary links from RGMi social-media posts to the Website do not by themselves constitute a LinkedIn Insight Tag or similar tracking technology on the RGMi Website.

RGMi maintains its cookie banner and cookie register to reflect the cookies and similar technologies configured on the Website. The live consent-management interface provides cookie-level information, including the applicable category, purpose and available duration information, and may be updated more frequently than this Policy as Website technologies change.

17. International transfers

RGMi's principal website and online-learning infrastructure is hosted in Germany. RGMi also uses service providers that operate internationally and personal data may therefore be transferred to, stored in or accessed from countries outside the European Economic Area ("EEA"), including countries in which authorised provider infrastructure or subprocessors operate.

Where GDPR applies and personal data is transferred outside the EEA, RGMi uses an available lawful transfer mechanism where required, such as an applicable adequacy decision, appropriate contractual safeguards including the European Commission's Standard Contractual Clauses, or another mechanism permitted by Chapter V of the GDPR.

Where other applicable laws impose cross-border transfer requirements, including POPIA where applicable, RGMi will use appropriate safeguards or another lawful basis required by those laws.

Customers using company-hosted or company-specific deployments may themselves determine certain data locations and transfers within their own environments.

18. Data retention

RGMi does not apply a single blanket retention period to all personal information. We retain information only for as long as reasonably necessary for the purpose for which it was collected and for legitimate operational, contractual, legal, regulatory, tax, accounting, audit, security and dispute-resolution requirements. RGMi maintains retention practices for key record categories, including learner and certification records, assessment records, chatbot conversations, business communications and meeting records, customer and transaction records, marketing records and backups.

Retention periods are determined by factors including:

- the duration of the customer, learner or user relationship;
- the period for which an account or service remains active;
- the need to maintain learning, assessment, qualification or certificate records;
- contractual commitments to customers and partners;
- legal, tax, accounting and regulatory record-keeping requirements;
- applicable limitation periods and the need to establish, exercise or defend legal claims;
- security, fraud-prevention and audit requirements;
- the nature and sensitivity of the information; and
- whether information can instead be deleted, anonymised or aggregated.

Different copies of information may have different deletion cycles, including information contained in backups. Where information is no longer required, RGMi will delete, anonymise or otherwise place it beyond ordinary use in accordance with its applicable retention processes.

RGMi may retain limited records for longer where necessary to preserve certification history, demonstrate compliance, honour an opt-out, protect intellectual property or resolve a dispute.

19. Security and personal-data incidents

RGMi uses reasonable and appropriate technical and organisational measures designed to protect personal information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, access or other misuse. Measures may include access controls, authentication, provider security controls, backups, role-based access, contractual safeguards and security monitoring, as appropriate to the risk.

No internet transmission, cloud service or storage system can be guaranteed to be completely secure. Users are responsible for protecting their account credentials and should notify RGMi if they suspect unauthorised use.

RGMi will investigate suspected personal-data breaches and will notify the relevant regulator, affected individuals or customers where required by applicable law or contract.

20. Your privacy rights

Depending on the law that applies to you and the circumstances of the processing, you may have rights to:

- be informed about the processing of your personal information;
- request access to personal information held about you;
- request correction or completion of inaccurate information;
- request deletion or erasure where the legal requirements are met;
- request restriction of processing;
- object to certain processing, including certain processing based on legitimate interests and direct marketing;
- receive or transfer certain information in a portable format where the right to data portability applies;
- withdraw consent at any time where processing is based on consent, without affecting earlier lawful processing;
- raise concerns about solely automated decision-making where applicable; and
- lodge a complaint with an appropriate supervisory or regulatory authority.

These rights are not absolute and may be subject to legal conditions, exemptions, the rights of others, contractual requirements or record-retention obligations.

RGMi may need to verify your identity before responding to a rights request.

21. South African users: POPIA and access to information

RGMi is an Irish company and does not maintain a South African branch. Where POPIA applies to a particular RGMi processing activity, RGMi will process personal information in accordance with the applicable POPIA requirements, including requirements relating to lawful processing, purpose limitation, security safeguards, data-subject participation and cross-border transfers.

South African individuals may contact RGMi using the details below to request access to or correction of personal information, raise an objection or complaint, or exercise another applicable right.

PAIA is a separate South African access-to-information regime. Where PAIA applies to RGMi or to a particular record held by RGMi, an eligible requester may request access in accordance with the applicable statutory process. RGMi will assess such requests under the law applicable to RGMi and the record concerned.

Where RGMi is required to maintain or make available a PAIA Manual, the applicable manual or access information will be made available in accordance with PAIA.

22. Children and minors

RGMi's services are intended primarily for business and professional users and are not designed for use by children. If a service is offered to a minor, RGMi will apply any additional consent, transparency or protection requirements required by applicable law.

If you believe that a child has provided personal information to RGMi in circumstances where this should not have occurred, please contact us.

23. Third-party websites, customer platforms and external services

RGMi services may contain links to or integrate with third-party websites, customer systems, social networks, payment services, video services or other external platforms. Those parties may process personal information under their own privacy notices and terms.

Where RGMi content is deployed on a customer's own platform, RGMi is not responsible for the customer's independent privacy, security, account-administration or platform practices except to the extent expressly agreed in writing.

24. Changes to this Policy

We may update this Policy to reflect changes in our services, technology, providers, business practices or legal requirements. The current version and effective date will be published on the RGMi Website. Where a change materially affects how we process personal information, we will take reasonable steps to provide additional notice where required by law.

25. Contacting RGMi

Privacy, data-protection, cookie and access-to-information enquiries may be sent to:

RGMi Limited
174 Walkinstown Road
Walkinstown
Dublin 12, D12 K6NT
Ireland
Email: info@rgminstitute.com

RGMi has not appointed a Data Protection Officer. Privacy and data-protection enquiries should be directed to the contact details above.

26. Complaints to regulators

If GDPR applies, individuals may lodge a complaint with the Irish Data Protection Commission or, where applicable, another competent EU/EEA supervisory authority.

Where POPIA applies, South African individuals may have the right to complain to the Information Regulator (South Africa).

We encourage individuals to contact RGMi first where appropriate so that we have an opportunity to address the concern, but this does not limit any right to contact a regulator.

27. Policy acknowledgement and cookie consent

Acceptance of RGMi's General Terms & Conditions, acknowledgement of this Privacy, Data Protection & Cookies Policy, and consent to optional cookies are distinct matters.

Where the Website requires a user to acknowledge this Policy, that acknowledgement confirms that the user has been given the Policy; it does not make consent the lawful basis for every processing activity described in it.

Optional cookie consent is managed separately through the Website's cookie-consent mechanism where required.