

## **PRIVACY POLICY AND DISCLAIMER**

**Updated on 21 July**

This policy ("Policy") provides you with information on how our business collects, uses, processes and discloses any personal information (as defined in the Protection of Personal Information Act 4 of 2013 / "POPIA") shared with us.

We urge you to read and fully understand our disclaimer and how your Personal Information will be treated. Please note that we may update this Policy by posting the latest version on this Website, so please ensure that you refer to it intermittently to keep up to date.

By using our website and/or services, you agree to the disclaimers and Policy contained herein and agree our business, its directors, consultants, employees, agents and subcontractors, affiliates and/or third parties to process (which will include collecting, using and disclosing) your Personal Information for the purpose stated in this Policy. If you do not agree with this Policy, disclaimer or our terms of service, please do not use our Website.

### **1. TYPES OF INFORMATION/DATA WE COLLECT**

The type of information we collect from you will depend on the circumstances of collection as well as the nature of service requested and the transaction that is undertaken. This may include but is not limited to:

- 1.1. Personal information that links back to an individual, which may include your name, country, and other personal information;
- 1.2. Contact information, e.g. phone number and email address;
- 1.3. Technical information and statistical data;
- 1.4. Personal information collected during our relationship with you or in the course of providing legal services to you or your organisation;

- 1.5. We may obtain personal information about you from the organisation with which you are employed or affiliated with, in order to render services to the organisation;
- 1.6. Personal information about you that is public;
- 1.7. When you register to use any of legal and related services including but not limited to newsletters, webinars, events and legal updates;
- 1.8. When you interact with any third party content or advertising on our website;
- 1.9. We may also receive personal information about you from third parties;
- 1.10. Information we automatically collect about you;
- 1.11. When you visit and/or interact with our website or various social media platforms we automatically collect and store certain information about you. Such information may include but is not limited to, technical information such as your internet protocol (IP) address, information relating to your use of our website including details of your visits such as page views.
- 1.12. We strive to collect the personal information which is necessary for the intended purpose of the collection and we will not retain your personal information for longer than is necessary to achieve the purpose for which we collected it unless there is a lawful basis or legal requirement for us to retain it for a longer period.

NOTE: Personal information means your preferences, likes and dislikes, facts about you that include but are not limited to, your race, gender, sex, pregnancy, marital status and age, as defined in POPIA.

## **2. HOW DO WE COLLECT PERSONAL DATA?**

2.1. Personal Information is collected in the following ways:

2.1.1. When you engage with our products, services and websites;

2.1.2. When you create an account with us;

2.1.3. Under any other contractual agreement or arrangement with us;

2.1.4. Communications with you via letters, fax and email;

2.1.5. When we collect information about you from third parties and other channels;

2.1.6. User feedback forms;

2.1.7. Site tracking.

2.2. When you visit our website we collect your personal data through:

2.2.1. Your IP address. Your IP address is used to identify problems with the server and administer the site. They are not linked to personally identifiable information.

2.2.2. Cookies, cookies are a small amount of data that is generated by a website and saved by your browser. It serves to remember similar information about you for a better experience. You may adjust your cookie settings however, we recommend that you accept cookies to enjoy the website's features.

### **3. WHAT DO WE USE YOUR PERSONAL INFORMATION FOR?**

We will use your Personal Information in the ordinary course of business of services. We may use your Personal Information for the following-

- 3.1. Conducting our business;
- 3.2. To determine any legal issues that may arise;
- 3.3. Compliance with applicable law and fraud prevention;
- 3.4. Transfer of information to our service providers and other third parties;
- 3.5. We may process your personal information for relationship management and marketing purposes in relation to our services (this may include, processing that is necessary for the development and improvement of our legal and related services), for accounts management, and for marketing activities in order to establish, maintain and/or improve our relationship with you and with your service providers;
- 3.6. We may process your personal information for internal and reporting purposes, which may include conducting internal audits or investigations, business controls, insurance purposes and for management reporting analysis;
- 3.7. We may analyse your personal information for statistical or safety and security purposes; and
- 3.8. To provide services to you and to protect the safety and wellbeing of yourself and other customers.

The above list is not exhaustive and may include any other ancillary purpose to the above purposes.

#### **4. SHARING YOUR PERSONAL INFORMATION**

We will not trade or sell your Personal Data to third parties for commercial gain or otherwise other than with your permission, as permitted by application or in the manner as set out in this Policy.

You agree and give permission for us to share your Personal Information under the following circumstances:

- 4.1. To our employees, associates and service providers, for legitimate business purposes, in accordance with applicable law and subject to applicable professional and regulatory requirements regarding confidentiality;
- 4.2. If required by law or when we reasonably believe that such action is necessary, including but not limited to governmental agencies and other regulatory or self-regulatory body;
- 4.3. To legal and regulatory authorities, upon request, or for the purposes of reporting any actual or suspected breach of applicable law or regulation;
- 4.4. To our third party Operators (including, but not limited to, data processors such as providers of data hosting services, document review technology services, development and administration, technical support, third party advertising, plugins or content, and related support services), located anywhere in the world, subject to the provisions contained herein for cross-boarder transfer and where it is necessary for the purposes of, or in connection with, legitimate business purposes;
- 4.5. To enable us to enforce or apply terms and/or any agreement you may have with us; and
- 4.6. To protect the rights, property or safety of members of the public (if you provide false or deceptive information or misrepresent yourself, we may

proactively disclose such information to the appropriate regulatory bodies and/or commercial entities).

4.7. We will get your permission before disclosing your Personal Information to any third party for any other purpose, if we are required to do so by law.

4.8. If we engage a third-party Operator to process any of your Personal Information, we recognise that any Operator who is in a foreign country must be subject to a law, binding corporate rules or binding agreements which provide an adequate level of protection similar to POPIA. We will review our relationship with Operators we engage and, to the extent required by any applicable law of force, we will require such Operators to be bound by contractual obligations to:

4.8.1. only process such Personal Information in accordance with our prior instructions; and

4.8.2. use appropriate measures to protect the confidentiality and security of such Personal Information.

## **5. SAFEGUARDING YOUR PERSONAL INFORMATION**

We implement appropriate technical and organisational security measures to protect your Personal Information that is in our possession against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access, in accordance with applicable law.

Our technical and organisational personal data security measures include:

5.1. The storage of your personal data under password-secured databases;

5.2. The restriction of access to your personal data to specific staff/personnel who are designated and mandated to manage your personal data;

- 5.3. The restriction of access to all our premises where your personal data is stored in physical or digital form; and
- 5.4. The binding of any third parties who handle your personal data to confidentiality obligations with respect to the same.
- 5.5. Where there are reasonable grounds to believe that your personal information that is in our possession has been used in a data breach we will notify the relevant regulator and you.
- 5.6. Despite the above measures being taken when processing personal information and special personal information, subject to the provisions of this clause, as far as the law allows, we will not be liable for any loss, claim and/or damage arising from any unauthorised access, disclosure, misuse, loss, alteration, destruction of your personal information and/or special personal information.
- 5.7. You are responsible for maintaining the confidentiality of your password and registration and are fully responsible for all activities that occur under your password and registration. You agree to immediately notify us of any unauthorised use of your password or account or any other breach of security. the Site considers this registration information private.

## **6. RETENTION AND ACCURACY OF YOUR PERSONAL INFORMATION**

- 6.1. We shall only retain and store Personal Information for the period for which the data is required to serve its primary purpose or a legitimate interest or for the period required to comply with an applicable legal requirement, whichever is longer, or until you contact us and ask us to destroy it.
- 6.2. Please ensure Personal Information provided to is accurate, complete and up-to-date. Should any details change, the onus is on you to notify

us of the change and provide us with the accurate data. You may also log on to the website to update your details.

## **7. DIRECT MARKETING**

We will only send you direct marketing materials if you have specifically opted-in to receive these materials, or if you are a client of the business, at all times in accordance with applicable laws.

If you complete forms on our website or join any of our social media accounts, you agree to receive marketing communication or direct services from us. You may refuse to accept, require us to discontinue, or pre-emptively block any approach or communication from us if that approach or communication is primarily for the purpose of direct marketing communication from us at any time by requesting us (telephonically, electronically, in writing or in person) to stop providing any direct marketing communication to you. You may also send an opt-out email request to [support@mycowrie.org](mailto:support@mycowrie.org).

We have appointed an information officer who is responsible for overseeing questions in relation to the Policy. You may contact our information officer at [support@mycowrie.org](mailto:support@mycowrie.org) to discuss this Policy or your rights under data protection legislation that is applicable to you.

This Policy does not apply to the processing of Personal Information by other third parties relating to or by means of other parties' websites, products or services, or sites which link to or advertise our website or products, services and/or staff.

## **8. DISCLAIMER**

8.1. We do not represent or warrant that the website or any software, opinion, statement, information, content or online services contained on the website will be error-free or will meet any particular criteria of accuracy, completeness, reliability, performance or quality.



- 8.2. You acknowledge that any reliance on any tools or information on our website shall be at your sole risk.
- 8.3. We do not accept any liability for the consequences arising from the application, use, or misuse of this website, its service offerings or any resources contained on or made available through the service, including any injury and/or damage to any person or property as a matter of product liability, negligence, or otherwise.
- 8.4. We reserve the right to correct any errors or omissions in any portion of this website.
- 8.5. Information, ideas and opinions expressed on this website should not be regarded as professional advice or our official opinion - you are strongly advised to seek professional advice before taking any course of action related to the use of this website.
- 8.6. To the fullest extent permissible by law, we expressly disclaim all (express and implied) warranties, including, without limitation, warranties of merchantability, title, and fitness for a particular purpose, non-infringement, compatibility, security and accuracy in respect of this website and the services accessible on this website.
- 8.7. To the fullest extent permissible by law, in no event shall the Site its suppliers, vendors, respective employees, officers, directors, agents, affiliates, suppliers, vendors, licensors, co-branders, or partners be liable for any direct, indirect, special, punitive, incidental, exemplary, or consequential damages, or any damages whatsoever resulting from any loss of use, loss of data, loss of profits, business interruption, litigation, or any other pecuniary loss, whether based on breach of contract, tort (including negligence), product liability, or otherwise arising out of or in any way connected with the use, operation, or performance of the service, with the delay or inability to use the service, any defects in the

service, or with the provision of, or failure to make available, any information, services, products, materials, or other resources available on or accessible through the service, even if advised of the possibility of such damages.

8.8. Any liability on the part of the website or its owners or affiliates, in the aggregate, shall not exceed the fees paid by you solely for the right to use the particular information, product or service provided by the website.

8.9. Without derogating from the generality of the above, we will not be liable for:

8.9.1. Any interruption, malfunction, downtime or other failure of the website or online services, our system, databases or any of its components, for reasons beyond our control.

8.9.2. Any loss or damage with regard to customer data or other data directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems; programming defects

8.9.3. Any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities; any event over which we have no direct control.

## **9. COPYRIGHT AND TRADEMARK NOTICE**

All designs, text, graphics, pictures and arrangement on this website are the copyright of the Site or its content providers. Permission is granted to users to

electronically copy or print portions of this site for their own personal, non-commercial use. Any other use of materials on this site without the Sites prior written consent is strictly prohibited. All images, audio and video clips are the sole property of the Site or their respective content providers.

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## **10. GENERAL**

10.1. You agree that this Policy, disclaimer and our relationship and any dispute of whatsoever nature relating to or arising out of use of this website whether directly or indirectly is governed by South African Law. This policy shall apply for the benefit of and be binding on each party's successors and assigns.

10.2. We may terminate your access, or suspend your access to all or part of the website, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, merchant, sponsor, licensor, service provider, or us.

10.3. Links from our website to third-party websites do not constitute an endorsement by us of the parties or their products and services. The appearance on this website of advertisements and product or service information does not constitute an endorsement by us.

10.4. Should you wish to request any information regarding records from us please contact our information officer on email at [support@mycowrie.org.za](mailto:support@mycowrie.org.za).