

SwitchedOnIT Email disclaimer and Privacy Policy

English

1.1 Email disclaimer

- The information contained in all electronic messages is confidential and may be legally privileged.
- It is intended solely for the use of the receiver (individual or entity) to whom the SwitchedOn Group of Companies (SOIT) has addressed the electronic message to and others authorised by SOIT to receive it.
- If you are not the intended receiver you are hereby notified that any disclosure, copying, distribution or taking action in reliance of the contents of this information is strictly prohibited and may be unlawful.
- If you are not the intended receiver of this e-mail (or such person's authorised representative), then please notify the sender of this e-mail immediately by return e-mail, facsimile or telephone and delete this message from your system. You may not print, store, forward or copy this message or any part thereof or disclose or cause information in this message to be disclosed to any other person.
- SOIT is not liable for the improper or incomplete transmission of the information contained in this electronic message, or for any delay in its receipt.
- SOIT is not liable for any harm or loss resulting from malicious software code or viruses in this e-mail or its attachments, including data corruption resulting there from.
- Any advice or information contained in this e-mail is subject also to any governing agreement between us. Only the Managing Director of SOIT is able to bind SOIT contractually.
- A general authority granted in terms of a delegation of authority or resolution or any other similar document shall not confer the required authority to bind SOIT unless our MD specifically stated otherwise.
- Unless expressly indicated as such, nothing in this e-mail constitutes an offer, warranty or representation from SOIT.
- No electronic communication including any data message such as an e-mail or SMS, sent or received will give rise to a binding legal transaction.
- All legal transactions which are to be entered into with SOIT must be concluded in accordance with SOIT's standard contract policy.
- SOIT shall not be liable if any variation is effected to any document or correspondence emailed unless that variation has been approved in writing and signed by an authorised company representative.
- Use of scanned versions of hand-rendered signatures to give the impression that an e-mail has been "signed" by the sender, is not permitted by SOIT and the inclusion of such a "signature" is of no additional force or effect.
- An e-mail is only deemed to be received by SOIT once SOIT acknowledges receipt thereof. SOIT will be deemed to have sent an e-mail once reflected as sent on our email server.
- An auto-reply shall not constitute a response for the purposes hereof. If this electronic message contains offensive, derogatory or defamatory statements or materials, it means the message has been sent outside the sender's scope of employment within SOIT and only the sender can be held liable in his/her personal capacity.
- SOIT respects your privacy and acknowledges that this e-mail will contain personal details which may belong to you, others and/or to your company (personal information) and confirms uses it to communicate with you for the purpose of fulfilling our business relationship agreed terms.
- By sending SOIT email communication, you expressly give SOIT consent to process and further process the personal information which will be done in accordance with the Protection of Personal Information Act (4 of 2013) (POPI), SOIT's POPI policy and SOIT's informed consent documentation which sets out why SOIT needs the personal information, what SOIT will do with it, and with whom SOIT will share it.
- This e-mail disclaimer shall be governed by the law of South Africa.
- Any dispute arising from or in connection with this disclaimer shall be resolved at Pretoria in accordance with the Rules of the Arbitration Foundation of Southern Africa by an independent appointed arbitrator.

1.2 Privacy Policy

Last updated: June 22, 2021

- This Privacy Policy describes our policies and procedures on the collection, use and disclosure of Your information when You use the Service and tells You about Your privacy rights and how the law protects You.
- We use Your Personal data to provide and improve the Service. By using the Service, you agree to the collection and use of information in accordance with this Privacy Policy.

Interpretation and Definitions

Interpretation

- The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

- **Account** means a unique account created for You to access our Service or parts of our Service.
- **Affiliate** means an entity that controls, is controlled by or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- **Application** means the software program provided by the Company downloaded by You on any electronic device, named SwitchedOnIT
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to SwitchedOnIT, 6 Walmer Street.
- **Country** refers to: South Africa
- **Device** means any device that can access the Service such as a computer, a cell phone or a digital tablet.
- **Personal Data** is any information that relates to an identified or identifiable individual.
- **Service** refers to the Application.
- **Service Provider** means any natural or legal person who processes the data on behalf of the Company. It refers to third-party companies or individuals employed by the Company to facilitate the Service, to provide the Service on behalf of the Company, to perform services related to the Service or to assist the Company in analysing how the Service is used.
- **Usage Data** refers to data collected automatically, either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Collecting and Using Your Personal Data

Types of Data Collected

Personal Data

While using Our Service, we may ask You to provide us with certain personally identifiable information that can be used to contact or identify you.

Personally identifiable information may include, but is not limited to:

Email address

First name and last name

Phone number

Address, State, Province, ZIP/Postal code, City

Usage Data

Usage Data is collected automatically when using the Service.

Usage Data may include information such as Your Device's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that You visit, the time and date of Your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When You access the Service by or through a mobile device, we may collect certain information automatically, including, but not limited to, the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

We may also collect information that Your browser sends whenever you visit our Service or when You access the Service by or through a mobile device.

Use of Your Personal Data

The Company may use Personal Data for the following purposes:

To provide and maintain our Service, including to monitor the usage of our Service.

To manage Your Account: to manage Your registration as a user of the Service. The Personal Data You provide can give You access to different functionalities of the Service that are available to You as a registered user.

For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.

To contact You: To contact You by email, telephone calls, SMS, or other equivalent forms of electronic communication, such as a mobile application's push notifications regarding updates or informative communications related to the functionalities, products or contracted services, including the security updates, when necessary or reasonable for their implementation.

To provide You with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless You have opted not to receive such information.

To manage Your requests: To attend and manage Your requests to Us.

For business transfers: We may use Your information to evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of Our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Data held by Us about our Service users is among the assets transferred.

For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

We may share Your personal information in the following situations:

With Service Providers: We may share Your personal information with Service Providers to monitor and analyze the use of our Service, to contact You.

For business transfers: We may share or transfer Your personal information in connection with, or during negotiations of, any merger, sale of Company assets, financing, or acquisition of all or a portion of Our business to another company.

With Affiliates: We may share Your information with Our affiliates, in which case we will require those affiliates to honor this Privacy Policy. Affiliates include Our parent company and any other subsidiaries, joint venture partners or other companies that We control or that are under common control with Us.

With business partners: We may share Your information with Our business partners to offer You certain products, services or promotions.

With other users: when You share personal information or otherwise interact in the public areas with other users, such information may be viewed by all users and may be publicly distributed outside.

With Your consent: We may disclose Your personal information for any other purpose with Your consent.

Retention of Your Personal Data

The Company will retain Your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy.

We will retain and use Your Personal Data to the extent necessary to comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws), resolve disputes, and enforce our legal agreements and policies.

The Company will also retain Usage Data for internal analysis purposes.

Usage Data is generally retained for a shorter period of time, except when this data is used to strengthen the security or to improve the functionality of Our Service, or We are legally obligated to retain this data for longer time periods.

Transfer of Your Personal Data

Your information, including Personal Data, is processed at the Company's operating offices and in any other places where the parties involved in the processing are located. It means that this information may be transferred to — and maintained on — computers located outside of Your state, province, country or other governmental jurisdiction where the data protection laws may differ than those from Your jurisdiction.

Your consent to this Privacy Policy followed by Your submission of such information represents Your agreement to that transfer.

The Company will take all steps reasonably necessary to ensure that Your data is treated securely and in accordance with this Privacy Policy and no transfer of Your Personal Data will take place to an organization or a country unless there are adequate controls in place including the security of Your data and other personal information.

Disclosure of Your Personal Data

Business Transactions

If the Company is involved in a merger, acquisition or asset sale, Your Personal Data may be transferred. We will provide notice before Your Personal Data is transferred and becomes subject to a different Privacy Policy.

Law enforcement

Under certain circumstances, the Company may be required to disclose Your Personal Data if required to do so by law or in response to valid requests by public authorities (e.g. a court or a government agency).

Other legal requirements

The Company may disclose Your Personal Data in the good faith belief that such action is necessary to:

Comply with a legal obligation

Protect and defend the rights or property of the Company

Prevent or investigate possible wrongdoing in connection with the Service

Protect the personal safety of Users of the Service or the public

Protect against legal liability

Security of Your Personal Data

The security of Your Personal Data is important to us, but remember that no method of transmission over the Internet, or method of electronic storage is 100% secure. While We strive to use commercially acceptable means to protect Your Personal Data, we cannot guarantee its absolute security.

Children's Privacy

Our Service does not address anyone under the age of 13.

We do not knowingly collect personally identifiable information from anyone under the age of 13. If You are a parent or guardian and You are aware that Your child has provided Us with Personal Data, please contact us.

If we become aware that we have collected Personal Data from anyone under the age of 13 without verification of parental consent, we take steps to remove that information from our servers.

If We need to rely on consent as a legal basis for processing Your information and Your country requires consent from a parent, we may require Your parent's consent before We collect and use that information.

Links to Other Websites

Our Service may contain links to other websites that are not operated by us. If You click on a third party link, You will be directed to that third party's site. We strongly advise You to review the Privacy Policy of every site You visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

1.3 Changes to these policies

We may update from time to time.

We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on our Service, prior to the change becoming effective and update the "Last updated" date at the top of this Privacy Policy.

Review

You are advised to review both policies periodically for any changes.

Changes are effective when they are posted on this page.

Contact Us

If you have any questions about these policies, you can contact us:

By email: info@switchedon.co.za