

EMERGE PRIVACY POLICY

Emerge respects the User's privacy and is committed to protecting it. Emerge has a legal duty to protect any Personal Information or data collected from the User. This Privacy Policy sets out the ways in which the User's Personal Information is obtained and stored by Emerge, and the conditions on which Emerge may use that data and information.

1 INTERPRETATION

- 1.1 In this Privacy Policy, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**Emerge**” means Emerge Customer Flow Management (Pty) Ltd, registration number 2009/015933/07, a private company with limited liability duly registered in accordance with the laws of the Republic of South Africa, and shall include any related or inter-related parties, as contemplated in section 2 (read with section 3) of the Companies Act No. 71 of 2008;
- 1.1.1 “**Parties**” means the User and Emerge, and “**Party**” means either one of them as the context may indicate;
- 1.1.2 “**Personal Information**” means information relating to the User, including but not limited to (i) views or opinions of the User or of another individual about the User and (ii) information relating to the User's race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth; education, medical, financial, criminal or employment history; names, identity number and/or any other personal identifier, including any number(s), which may uniquely identify a User, account or client number, password, pin code, numeric, alpha, or alpha-numeric design or configuration of any nature, symbol, e-mail address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment; blood type, fingerprint or any other biometric information; personal opinions, views, or preferences; correspondence that is implicitly or expressly of a personal, private or

confidential nature (or further correspondence that would reveal the contents of the original correspondence); and corporate structure, composition and business operations (in circumstances where the User is a juristic person) irrespective of whether such information is in the public domain or not;

- 1.1.3 “**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, testing of, retrieval, alteration, consultation or use, dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means, or merging, linking, blocking, degradation, erasure, or destruction, and “**Process**” has a corresponding meaning;
- 1.1.4 “**Privacy Policy**” means the privacy policy contained in this document;
- 1.1.5 “**Terms and Conditions**” means the Website terms and conditions of Emerge, contained on the Website;
- 1.1.6 “**User**” means the person using the Website or interacting with Emerge in any other manner;
- 1.1.7 “**Website**” means <http://www.emergequeue.co.za/>, and any of its associated Online Profiles;
- 1.2 Unless the context otherwise requires, or unless otherwise defined in this Privacy Policy, words and expressions defined in the Terms and Conditions shall have the same meanings when used in this Privacy Policy.
- 1.3 The rules of interpretation set forth in the Terms and Conditions shall apply *mutatis mutandis* to the interpretation of this Privacy Policy.

2 SECURITY

- 2.1 Emerge does not warrant that the Website is completely secure, although Emerge shall use all reasonable endeavours to keep any Personal Information safe.

- 2.2 In order to provide adequate security to all Users of the Website and to monitor activities prohibited under law, the User hereby agrees to Emerge's appointed service providers' right to intercept, monitor, block, read, delete, or access all data sent to the Website or any other communication facility provided by Emerge.
- 2.3 Emerge cannot guarantee that documents or files downloaded from the Website (if applicable) will be free from viruses and Emerge does not accept any responsibility for any damage or loss caused by any virus. **The User must use virus-checking software when using the Website and when uploading or downloading any Content. The User agrees not to upload any file that may contain a virus to the Website. The User hereby indemnifies Emerge and its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage the Website, infrastructure, or the service provider's infrastructure.**

3 PERSONAL INFORMATION

- 3.1 The User hereby agrees that by submitting Personal Information or using the Website, the User consents to the Processing of Personal Information submitted to Emerge in accordance with this Privacy Policy.

3.2 General

Emerge shall –

- 3.2.1 only Process Personal Information in accordance with the applicable laws and in terms of this Privacy Policy;
- 3.2.2 not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and staff) other than authorised personnel or third parties who require access to such Personal Information strictly in order for Emerge to operate the Website or to operate its business or provide services to the User, unless the User has provided its prior written permission to do so to Emerge;

3.2.3 ensure that all persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information; and

3.2.4 take appropriate, reasonable, technical, and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.

3.3 Information collected by Emerge

The User agrees that Emerge may collect, store and use the following information –

3.3.1 information about the User's computer and about the User's visits to and use of the Website (including but not limited to the User's internet protocol address, geographical location, browser type, referral source, length of visit and number of page views);

3.3.2 any information about the User required by Emerge to conduct its operations; and

3.3.3 information that other users share about the User.

3.4 Cookies

3.4.1 Cookies may be used by Emerge to understand the Users better. Cookies allow Emerge to understand who has seen which pages and advertisements, in order to determine how frequently particular pages are visited, and to determine the most popular areas of the Website. Depending on the type of cookies used, cookies also allow Emerge to make the Website more user friendly.

3.4.2 The User is entitled to adjust its browser so that cookies are not accepted. Should the User do this, he/she will still be able to browse the Website, but some functions may not be available.

3.4.3 Cookies do not contain Personal Information. Emerge does not exchange cookies with any third party websites or external data suppliers.

3.4.4 Emerge shall only keep cookies for the duration of the User's visit to the Website, except where the User elects to save login information.

3.5 Use of Personal Information

3.5.1 Personal Information submitted on the Website or by any other communication will be used for the purposes specified herein.

3.5.2 The User hereby consents to the use of his/her Personal Information to allow Emerge to –

3.5.2.1 administer the Website;

3.5.2.2 improve User experience by personalising the Website;

3.5.2.3 carry out obligations arising from any contracts entered into between the User and Emerge, insofar as it is applicable;

3.5.2.4 allow participation in interactive features of the services provided (i.e. forum or poll taking or voting (when available));

3.5.2.5 notify the User about changes to the services provided;

3.5.2.6 send the User email notifications as requested by the User;

3.5.2.7 provide the User with information, products and services relating to the information, products or services of Emerge, which Emerge thinks may be of interest, by email or similar technology. **The User is entitled to inform Emerge at any time if the User does not wish to receive marketing communication;**

3.5.2.8 provide third parties with statistical information about the Website users, which information will not include Personal Information;

3.5.2.9 deal with enquiries and complaints made by or about a User relating to the Website or Content; and

3.5.2.10 use the information for such other things as may be required by Emerge, or may be ancillary to, the administration of the Website or the provision of its services.

3.5.3 It is the User's responsibility to obtain the necessary consent from a third party prior to submitting a third party's Personal Information to the Website, **and the User accordingly warrants that any such consent has been obtained in respect of any Personal Information uploaded by the User.**

3.5.4 Emerge shall not share information about the User unless Emerge, in accordance with clause 3.6 -

3.5.4.1 shares the information in order to conduct its business and provides its services to the user;

3.5.4.2 has received permission from the User; or

3.5.4.3 has removed the User's Personal Information from it.

3.5.5 Emerge stores Personal Information and other data for as long as it is necessary to provide products and services to the User and others, including those described above. Personal Information will be destroyed once it has become obsolete, unless Emerge is required to retain it in terms of any applicable laws.

3.6 Disclosures

3.6.1 Emerge may disclose information about the User to any of its employees, officers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes as set out herein.

3.6.2 In addition, Emerge may disclose information about the User -

3.6.2.1 to the extent required to do so by law;

3.6.2.2 in connection with any legal proceedings or prospective legal proceedings;

3.6.2.3 in order to establish, exercise or defend its legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and

3.6.2.4 to the purchaser (or prospective purchaser) of any business or asset, which Emerge contemplates selling, to the extent required.

3.6.3 Occasionally third parties may provide Processing services to Emerge. In those circumstances (should Emerge deem it necessary) those third parties shall be required to enter into a non-disclosure agreement or any other agreement with reference to the protection of Personal Information on no less stringent terms than those found herein, and to process and protect a User's Personal Information in accordance with Emerge's instructions.

3.7 Notification of a Personal Information security breach

3.7.1 Emerge shall –

3.7.1.1 notify the User in writing, immediately if it becomes aware or has reasonable grounds to believe that the Personal Information of a User has been accessed or acquired by an unauthorised person, and take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;

3.7.1.2 as soon as reasonably possible thereafter, engage with any persons who may be appointed by Emerge to discuss the security breach, to report all relevant facts relating to the compromise and steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise; and

3.7.1.3 provide the User with details of the Personal Information affected by the compromise, including but not limited to, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorised person/s who are known to or who may reasonably be suspected of, having accessed or acquired the Personal Information.

- 3.7.2 Immediately upon notifying the User as set forth in clause 3.7.1, Emerge shall –
- 3.7.2.1 at its own cost, take all necessary steps to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of the Personal Information;
- 3.7.2.2 implement all measures reasonably necessary to restore the integrity of Emerge's information system; and
- 3.7.2.3 notify all affected Users.

4 POLICY AMENDMENTS

Emerge may update this Privacy Policy from time-to-time by posting a new version on the Website. Emerge shall inform the User of any such changes, and ensure that the latest version is uploaded to the Website at all times.

5 USER'S RIGHTS

- 5.1 The User has the right to decide which Personal Information is kept about the User. Emerge shall provide the User with (free of charge) confirmation whether or not it holds Personal Information about the User and with further details regarding the Personal Information so held (if applicable) in accordance with Emerge's **Promotion of Access to Information manual**. If the User is concerned that any of the information so held is incorrect, please contact Emerge immediately. **The User is further entitled to request that any such information be deleted or the use thereof restricted.**
- 5.2 The User is entitled to instruct Emerge not to utilise the User's Personal Information for direct marketing purposes or in any further manner by emailing Emerge at any time to the following email address: kevin@emergequeue.com.

6 CONTACT

If the User has any questions about the treatment of his/her Personal Information, please contact Emerge by using the email address provided in clause 5.2 above.

7 GENERAL

7.1 Formation and validity of this Privacy Policy

The User hereby agrees that -

7.1.1 Any User aged 18 or under must first get his/her parent/guardian's permission before providing Personal Information on the Website or to Emerge;

7.1.2 Subject to clause 7.1.1 above, the User warrants that he/she is at least 18 years of age and possesses the legal right and ability to enter into this Privacy Policy and to use this Website in accordance with all terms and conditions herein; and

7.1.3 All information that is incorporated by using hyperlinks and/or other methods of reference form part of this Privacy Policy.

7.2 Communication, dispatch and receipt

7.2.1 Data messages sent from Emerge to the User are deemed to be received when the complete message is outside the control of Emerge's systems (at the time it has left such system).

7.2.2 Data messages from the User to Emerge are only deemed to be received by Emerge when it responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Emerge to the contrary in writing.

8 BREACH & TERMINATION

Failure to comply with this Privacy Policy or the Terms and Conditions constitutes a material breach upon which the User is permitted to use the Website, and may result in Emerge taking all or any of the following actions –

- 8.1 immediate, temporary or permanent withdrawal of the User's right to use the Website;
- 8.2 immediate, temporary or permanent removal of any Content uploaded by the User to the Website;
- 8.3 issue a warning to the User;
- 8.4 obtain an order against the User for specific performance, with or without claiming damages;
- 8.5 claim such damages as it may have suffered in lieu of specific performance together with all amounts owing under or in terms of this Privacy Policy; and/or
- 8.6 disclosure of such information to law enforcement authorities, as deemed necessary in Emerge's sole discretion.

9 GENERAL AND MISCELLANEOUS

- 9.1 This Privacy Policy (together with the Terms and Conditions) constitutes the entire agreement between the Parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 9.2 No indulgence, leniency, or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension or preclude such Party from exercising any of its rights and enforcing the obligations of the other Party in terms of this Privacy Policy.
- 9.3 The User shall not be entitled to cede, assign, or delegate any of his rights and/or obligations in terms of or arising from this Privacy Policy to any third party without the prior written consent of Emerge.

10 COMPLAINTS

Users may use the email address provided in clause 5.2 to lodge applicable complaints or concerns in respect of this Privacy Policy.

11 APPLICABLE AND GOVERNING LAW

This Privacy Policy shall be governed by and interpreted in accordance with the laws of the Republic of South Africa, which shall have exclusive jurisdiction over any disputes.

We recommend that the User prints out a copy of this Privacy Policy for future reference.