

COMB COMMUNICATIONS DATA PROTECTION/TERMS OF USE POLICY

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CONDITIONAL USE OF THIS SITE

Your access to and use of this website and its contents (the “**Site**”) is subject to these Terms of Use (“**Terms of Use**” or “**Terms**”), and all applicable laws. By accessing and using this Site, you (the “**User**” or “**you**”) accept and agree to these without any limitation or qualification.

PRIVACY POLICY

Comb-Communications (Pty) Ltd, its subsidiaries and/or affiliates (also collectively referred to as the “**Company**”, “**we**”, “**our**” and “**us**”) want you to be familiar with our Privacy Policy and how we collect, use, process and disclose personal information. This Privacy Policy describes our practices in connection with the personal information we collect, use, disclose and manage through activities that link to this Privacy Policy including websites and mobile sites.

We respect your privacy, your personal information and personal data and, for this reason, We take all reasonable measures in accordance with this Privacy Policy to protect your personal information and personal data and to keep it confidential.

This Privacy and Information Policy (“**Privacy Policy**”) seeks to align Comb-Communications with legal standards such as the Protection of Personal Information Act 4 of 2013 (“**POPI**”) anticipated to be enacted into law in South Africa in the foreseeable future. Our Privacy Policy has been developed to acknowledge the importance of and assist in providing framework for, the appropriate level of protection for consumer identification, collection, holding, using, disseminating, merging, collating, disclosing and protection of your personal information (“**process**” or “**processing**”). This Privacy Policy sets out how personal data shall be processed, handled and stored to meet the data protection standards of Comb-Communications.

We reserve our right to change our Privacy Policy as necessity dictates.

THE OWNERSHIP AND PROCESSING OF PERSONAL INFORMATION SENT TO THIS WEBSITE

Due to the fact that We are not responsible for any representations or information or warranties or content on any website other than Our website (including without limitation websites linked to this website), We do not exercise control over third party's privacy policies and you should refer to the Privacy Policy of any such third party to establish how such third party protects your privacy.

This Site may contain links to other websites that we do not own or operate. We do not control, recommend or endorse and are not responsible for these sites or their content, products, services or privacy policies. Downloading material from certain sites may risk infringing intellectual property rights or introducing viruses into your system. You should note when you leave this Site and read the privacy policies and terms of these other sites. You should also independently assess the authenticity of any website which appears or claims that it is one of our sites (including those linked to through an email).

Subject to the provisions of the Privacy Policy regarding personal data, any material sent to this site will be deemed as non-confidential and non-proprietary. We provide this policy in accordance with POPI, detailing the lawful approach we take in the collection of information and regarding the management, use and processing of all information collected from you and other legitimate sources and all subsequent dealings with your lawful representatives, credit reporting bodies and other entities listed in this policy. The material sent includes information such as, but not limited to any data, questions, comments, suggestions, ideas, material or property. Comb-Communications shall be entitled to use any or all the aforementioned without compensation to you, including for reproduction, disclosure, transmission, publication, broadcast and posting during our business.

USES OF THE INFORMATION

We do not sell, trade, share or rent your personal information to any third party for marketing purposes unless you have given your permission for us to do so.

We may, for an indefinite period, unless otherwise notified by you, use the information provided by you for promotional, marketing, research and profiling purposes. We will add your contact details to our database and may also send you emails from time to time about our offers and offers of our third-party advertisers.

Additionally, We may use information held about you in the following ways:

- To ensure that content from Our site is presented in the most effective manner;
- To provide you with information, products or services that you request from Us or which We feel may interest you, where you have consented to be contacted for such purposes;

- To carry out Our obligations arising from any contracts entered between you and Us;
- To allow you to participate in interactive features of Our service, when you choose to do so;
- To notify you about changes to Our service; and
- We may also use your data, or permit selected third parties to use your data, to provide you with information about goods and services which may be of interest to you and We or they may contact you about these by post or telephone.

IF YOU DO NOT WANT US TO USE YOUR DATA IN THIS WAY, OR TO PASS YOUR DETAILS ON TO THIRD PARTIES FOR MARKETING PURPOSES, PLEASE NOTIFY US BY ONE OF THE RELEVANT COMMUNICATION METHODS.

We may disclose your personal information to third parties:

- If We sell or buy any business or assets, in which case We may disclose your personal data to the prospective seller or buyer of such business or assets;
- If Comb-Communications or substantially all its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets; and
- If we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply Our terms of use or terms and conditions of supply and other agreements; or to protect the rights, property, or safety of Comb-Communications, Our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

HOW WE HOLD PERSONAL INFORMATION SECURELY

In all circumstances the information is held by us on our secure systems or data base. We undertake to take all reasonable and necessary steps to secure the integrity and confidentiality of your personal information and protect your information from misuse, loss, interference, unauthorised access, modification or unauthorised disclosure.

Electronic copies are held in a secure environment, with the application of appropriate passwords and other computer and software security techniques.

We try to make the Site and its contents reliable, but inaccuracies may occur. Therefore, regardless of anything else on the Site or in these Terms:

- Use of the Site is at your own risk; and
- The Site is provided to you “as is”;

To the fullest extent permitted by law, we and our related parties disclaim all warranties regarding the Site, and shall not be responsible or liable for any damage due to:

- Statements, errors or omissions in the Site;

- Content infringing any third party's rights;
- Viruses that may be transmitted to your computer;
- Linking to any other site or its nature or contents; or
- Any other matter regarding this Site and your use of it

By using this Site, you agree to indemnify, defend and hold harmless us and our related parties from all damages, costs, and expenses, including reasonable lawyer's fees and costs, arising out of any of the following:

- Any claims for infringement of intellectual property rights, libel, defamation relating to any materials you send to the Site;
- Any activity relating to your internet account, including negligent or wrongful conduct by you or anyone using the site through your internet account;
- Your breach of any provision of these terms; or
- Any other matter regarding this site and your use of it.

You agree to use best efforts to cooperate with us in the defence of any such matter. We reserve the right, at your expense, to assume the exclusive defence and control of any matter subject to indemnification by you.

PARTIES WE SHARE YOUR INFORMATION WITH

- We may, from time to time, share your personal information with credit reporting bodies, credit providers and/or brokers and any other organisations which are involved in offering our services. We will only share your personal information for a lawful purpose.
- We ensure protection of your personal information, by only entering into agreements with third parties that have policies that comply with POPI. Compliance with POPI ensures the personal information we have disclosed is used only for the specific lawful purpose we have requested on your behalf.
- We may disclose your personal information to third parties if we are under a duty to disclose or share such information in order to comply with any legal obligation or to protect the rights, property or safety of Pivotal, its clients and others.

TRANSFER OF INFORMATION BETWEEN US AND A THIRD-PARTY SUPPLIER

The information you provide may be transferred across foreign borders. This information transfer is permitted under Chapter 9 of POPI which authorises the access seeker (known as the responsible party) permission to transfer the information across foreign borders in the following circumstances:

- the person receiving the information (outside of the Republic), must be governed by laws, binding corporate rules, binding agreements or memorandum of understanding between two public bodies which provide an adequate level of protection; or
- You must consent to the transfer; or
- the transfer must be necessary for:
 - the performance of a contract between you and the Responsible Party, or for the implementation of pre-contractual measures taken in response to your request;
 - the conclusion or performance of a contract concluded in your interest between the Responsible Party and a third party; or
- the transfer is for your benefit and:
 - it is not reasonably practicable to obtain your consent for that transfer; and
 - if it were reasonably practicable to obtain such consent, you would provide it.

SEVERABILITY

If for any reason, any provision herein is found void or unenforceable, it will be severed to the extent void or unenforceable and the remaining provisions will continue in full force and effect.

HOW YOU MAY COMPLAIN ABOUT OUR FAILURE TO COMPLY WITH POPI

Should you feel that We have not complied with POPI, kindly notify us verbally or in writing and We will write to you acknowledging receipt of the complaint. After appropriate investigation, the Privacy Manager will write to you as soon as practicable after a decision has been reached, outlining the decision and the reasons for reaching it.

APPLICABLE LAW

This Privacy Policy will be governed by the laws of the Republic of South Africa. You consent to the jurisdiction of the South African Courts for any dispute which may arise out of this Privacy Policy.