

INFORMATION PRIVACY AGREEMENT (“Agreement”)

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO OUR TERMS PERTAINING TO THE COLLECTION, PROCESSING, USE AND OTHERWISE HANDLING OF YOUR INFORMATION (INCLUDING YOUR PERSONAL INFORMATION). THIS INFORMATION PRIVACY AGREEMENT ALLOWS US TO COLLECT, PROCESS, UTILISE AND OTHERWISE HANDLE YOUR INFORMATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN. BY INDICATING YOUR CONSENT BELOW, YOU AGREE TO ALLOWING US TO COLLECT, PROCESS, UTILISE AND OTHERWISE HANDLE YOUR INFORMATION (INCLUDING YOUR PERSONAL INFORMATION) IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

[] I/WE HAVE CAREFULLY READ AND CONSIDERED THE CONTENTS OF THIS INFORMATION PRIVACY AGREEMENT AS WELL AS YOUR PERSONAL INFORMATION PROCESSING POLICY AND **I/WE HEREBY CONSENT** TO YOU COLLECTING, PROCESSING, UTILISING AND OTHERWISE HANDLING OUR INFORMATION (INCLUDING OUR PERSONAL INFORMATION) IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

I/WE ACKNOWLEDG THAT BY GRANTING MY/OUR CONSENT ABOVE, I/WE CONSIDER MYSELF/OURSELVES BOUND BY ALL THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

This Agreement constitutes, *inter alia*, the information privacy policy of Blue North Sustainability Proprietary Limited and Blue North Consulting Proprietary Limited (collectively hereinafter referred to as: "us", "we", or "our") and applies to all our Platforms and Products.

“Platforms” means all our websites, mobile sites, social media platforms or any other technology or mechanism you may use to interact with us;

“Resources” means downloadable documentation, tools and/or resources that we make available to you as supporting resources to our Software;

“Products” means both our Software and our Resources;

“Software” means our software, including our online web applications, tools, software based services, mobile applications or any other technology that you selected and that we may license to you.

This Agreement sets out how we handle the information (including personal information) we collect and receive from you. Notwithstanding anything to the contrary contained in this Agreement, by using our Platforms or Products you agree to and are bound by all the provisions contained in this Agreement.

1. INFORMATION WE COLLECT

We may collect different types of information from you in the following ways:

1.1. Information you give us

While using our Platforms or Products, we may ask you to provide us with certain information about you. This includes any information (including personal information – see our **Personal Information Processing Policy** which is duly incorporated into this Agreement and deemed to form part hereof and must be read together with this Agreement) that you provide to us directly, whether through our Platforms or Products or via phone, text messages, social media, fax or any other medium. This includes, but is not limited to, information you provide to us:

- 1.1.1. by filling in forms on our Platforms or Products (when you sign-up for an account or when you subscribe or register to use services on our Platforms or Products);
- 1.1.2. when you enter a competition, promotion or complete a survey;
- 1.1.3. by posting comments or content on our Platforms or Products;
- 1.1.4. when you purchase one of our Products;

1.2. Information we collect or receive when you use our Platforms or Products

We collect information when you use our Platforms or Products through various means, this may include by using cookies, web beacons and other tracking technologies. You can manage or disable cookies in your browser settings. Depending on how you access and use our Platforms or Products, we may receive or collect:

- 1.2.1. Log information (information about your interactions with our Platforms or Products and other services you use, the time and date of your visit, the time spend on a page, the pages you visit, or the content you view and the search queries you submit);
- 1.2.2. Information we infer about you based on your interaction with our Platforms or Products;
- 1.2.3. Device information (the type of device you're using, how you access our Platforms or Products, your browser type, browser version, or operating system, diagnostic data and your Internet Protocol ("IP") address);
- 1.2.4. Location information (your device's GPS signal and information about nearby WiFi networks and cell towers). We get this information when you use location-enabled services. You can disable location services when you use our Platforms or Products, through your device settings;
- 1.2.5. Data about you or your business, including but not limited to, carbon emission or carbon footprint related data (primary data for the purpose of calculating product carbon footprint), data that will allow us to determine patterns, trends and/or risks in an industry; Google Analytics (website traffic data – also refer to clause 3.3.6 below).

1.3. Information from third-party sources

We may receive additional information about you that is publicly or commercially available and combine that with the information we have collected or received about you in other ways. We may also receive information about you when you choose to connect with social networking services while using our Platforms or Products.

1.4. Your information and data is your information and data

Irrespective of the manner in which we have collected or otherwise received your information, you remain the owner of your information and you retain ultimate control thereof.

2. **HOW WE USE THE INFORMATION WE COLLECT AND RECEIVE**

We use the information we collect and receive for the following general purposes:

- 2.1. to provide you with information, products or services you request from us;
 - 2.2. to improve and maintain our Platforms or Products;
 - 2.3. to be effective and relevant in the services we provide you;
 - 2.4. to provide you with support;
 - 2.5. to communicate with you;
 - 2.6. to allow you to participate in interactive features of our Platforms or Products when you choose to do so;
 - 2.7. to monitor the usage of our Platforms or Products;
 - 2.8. to provide effective advertising (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); and
 - 2.9. to create anonymized databases and reports, including but not limited to, industry benchmarking and other aggregated reports, trend/pattern reports, risk profile reports, all of which we may provide or sell to our customers or other third parties,
- (hereinafter collectively referred to as the “**Permitted Purpose**”)

3. **HOW WE SHARE THE INFORMATION WE COLLECT AND RECEIVE**

- 3.1. We don't and will never sell your personal information to third parties.
- 3.2. We will not collect, process, use or otherwise handle your information save for the Permitted Purpose.
- 3.3. We may, subject always to clause 3.2 above, share your information, including your personal information, with:
 - 3.3.1. our affiliates, in other words, other companies in our group;
 - 3.3.2. third parties, where we share anonymized data and reports (we share non-personally identifiable information (anonymized data) with other customers or third parties; by using the data we collected (not the personal information) to create aggregated and anonymized reports. As an example, we will collate the carbon footprint data we collect into industry benchmarking reports. We may share or sell this data and/or reports to third parties. Such data and/or reports are always anonymized, and we never share personal or identifiable information about you in our reports;

- 3.3.3. other parties in response to legal process, laws, or when necessary to conduct or protect our legal rights;
 - 3.3.4. other parties in connection with certain business transactions (in the event that we restructure or sell any of our businesses or assets, we may disclose your information to the prospective buyer of such business or assets or other transacting party);
 - 3.3.5. companies that provide services to us (companies that provide services to us or act on our behalf may have access to information about you. These companies are limited in their ability to use information they receive in the course of providing services to us or you);
 - 3.3.6. Google Analytics (Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Platforms or Products. This data is shared with other Google services. Google may use the collected data to contextualize and personalize the ads of its own advertising network. You can opt-out of Google Analytics by installing the Google Analytics opt-out browser add-on. The add-on prevents the Google Analytics JavaScript (ga.js, analytics.js, and dc.js) from sharing information with Google Analytics about your activities. For more information on the privacy practices of Google, visit the [Google Privacy Terms](http://www.google.com/intl/en/policies/privacy/) web page: <http://www.google.com/intl/en/policies/privacy/>).
- 3.4. We will endeavour, as far as reasonably possible, to ensure that the third parties with whom we may share your information as provided for and contemplated in clause 3.3, adhere to substantially the same principles and standards of protection and lawful processing of your information (including personal information) as those contained in this Agreement.
4. **YOUR CHOICES REGARDING YOUR INFORMATION (INCLUDING YOUR PERSONAL INFORMATION)**
- 4.1. You have the right to ask us not to contact you for marketing purposes. You can exercise this right at any time by using any of the various "opt-out" options that we will always provide to you when we communicate with you. We won't send you marketing messages if you tell us not to but we will still need to send you service-related messages.
 - 4.2. You have the right to confirm whether we hold personal information about you and the right to request a copy of your personal information. To exercise these rights please refer to our PAIA (promotion of access to information) manual which can be found **here**.
 - 4.3. We want to make sure that any data we hold about you is up to date. So if you think any of your information (including your personal information) is inaccurate, you can ask us to correct or remove it.
 - 4.4. You can also update your information (including your personal information) directly within your account settings section. If you are unable to change your personal information, please contact us to make the required changes.

- 4.5. You have the right to request that some of your information (including your personal information) is provided to you, or to another responsible party, in a commonly used, machine-readable format.
- 4.6. You have the right to [ask/require] us to erase your information (including your personal information) when such information is no longer necessary for the purposes for which it was collected, or when, among other things, your personal information have been unlawfully processed.
- 4.7. In certain circumstances, you also have the right to object to processing of your personal information.
- 4.8. We will endeavour to facilitate the exercise of your choices in terms of and as contemplated in this clause 4 at no cost as far as reasonably possible, however, if it does become necessary to charge you for this service, charges will be reasonable and kept to a minimum.

5. **MONITORING OF COMMUNICATIONS**

We may monitor and record our communications with you, including e-mails and phone conversations. Information which we collect may then be used for training purposes, quality assurance, to record details about the products and services you use or ask us about, and in order to meet our legal and regulatory obligations generally.

6. **RETENTION OF DATA**

- 6.1. We will retain your information (including your personal information) only for as long as is necessary for the purposes set out in this Agreement or to comply with our legal obligations, resolve disputes, and enforce our legal agreements and policies.
- 6.2. We may retain other data for internal analysis purposes.

7. **TRANSFER OF DATA**

- 7.1. We are based in and operate from South Africa. Your information, including personal information, may be transferred to and stored and maintained on servers located outside of your country, however, we will ensure that the countries where such servers are situated are subject to laws that uphold the principles of lawful processing of information substantially similar to the laws in South Africa that protect the processing of your personal information.
- 7.2. Furthermore, we might transfer your personal information to places outside of South Africa where our suppliers might process it. If that happens, we will, again, ensure that the countries where such processing is conducted are subject to laws that uphold the principles of lawful processing of information substantially similar to the laws in South Africa that protect the processing of your personal information.
- 7.3. Your consent to the processing of your personal information on the terms and conditions as set out in this Agreement, followed by your submission of such information to us, represents your agreement to such transfer.

- 7.4. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Agreement.

8. **SECURITY OF DATA**

The security of your data is important to us. While we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security. However, we do employ a number of safeguards intended to mitigate the risk of unauthorized access or disclosure of your information. We will use our best endeavours to protect your personal information and we will take reasonable steps to use the latest technology to assist us with this. We will at all times comply with our obligation under law.

9. **THIRD-PARTY PAYMENT SERVICE PROVIDERS**

- 9.1. We may provide paid products and/or services on our Platforms or Products. We use third-party services for payment processing.
- 9.2. We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their information privacy policy or agreement. You are advised to access the information privacy policy of the applicable third party payment service provider and to familiarise yourself with the content thereof.

10. **LINKS TO OTHER SITES**

- 10.1. Our Platforms or Products may contain links to or from other websites, mobile applications or services of third parties, advertisers or affiliates, 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 applicable information privacy policy or agreement of every site you visit.
- 10.2. We have no control over and assume no responsibility for the content, privacy policies, agreements or practices of any third party sites or services.

11. **CHILDREN'S PRIVACY**

- 11.1. Our Platforms or Products do not address anyone under the age of 18 ("Children").
- 11.2. We do not knowingly collect personally identifiable information from anyone under the age of 18. If you are a parent or guardian and you are aware that your Children have provided us with personal information, please contact us. If we become aware that we have collected personal information from Children without parental or guardian consent, we will take steps to remove that information from our Platforms or Products, as the case may be.

12. **CHANGES TO THIS AGREEMENT**

- 12.1. We may update this Agreement from time to time. Any changes to this Agreement will be posted on our Platforms.

- 12.2. You are advised to visit our website periodically and review this Agreement and our Personal Information Processing Policy. Changes to this Agreement are effective from when they are posted on our Platforms.
13. **CONTACT US**
- 13.1. If you have any questions about the terms and conditions contained in this Agreement, please contact us at info@bluenorth.co.za.
- 13.2. You can also lodge a complaint with the Information Regulator of South Africa using the contact details listed below:
- 13.2.1. Tel: 012 406 4818
- 13.2.2. Fax: 086 500 3351
- 13.2.3. Email: complainants.ir@justice.gov.za.