## **MYLIFEBOX: Privacy Policy**

### 1. Privacy Policy

This Privacy Policy forms part of the MYLIFEBOX: App and website terms of use agreement, which govern your ("User") use of the MYLIFEBOX (PTY) LTD ("Provider" also referred to as "Supplier") MYLIFEBOX app ("App") and the website located at the domain name <a href="http://mylifebox.co.za/wp-content/uploads/2017/02/terms-of-use-of-app-and-website-mylifebox-adjusted-4.pdf">www.mylifebox.co.za/wp-content/uploads/2017/02/terms-of-use-of-app-and-website-mylifebox-adjusted-4.pdf</a>.

### 2. Privacy, access to and use of information

- 2.1. Provider receives various types of information ("Information") from Users who access the App and Website, including personal information.
- 2.2. Provider may electronically collect, store and use Personal Information, including name, contact details, surfing patterns, email, IP address.
- 2.3. Whenever the User is of the opinion that Provider fails to comply with legislation, the User will contact the Provider by sending an email to **Error! Reference source not found.** The Provider will review the User's representations made by email and, if within the Provider's sole and absolute discretion advisable, take corrective action and in any event within 30 of days respond to User informing about corrective actions taken, if any.
- 2.4. Interception of communications. Despite such undertaking, it is possible for Internet-based communications to be intercepted.
  - 2.4.1. Without the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.
  - 2.4.2. The Owners will not be responsible for any damages you or any third party may suffer as a result of the transmission of confidential or disclosed information that you make to the Owners or Provider through the Internet, or that you expressly or implicitly authorise the Owners to make, or for any errors or any changes made to any transmitted information.
- 2.5. To ensure acquaintance with and awareness of the privacy measures and policies of the Provider, the User is urged to take care to read and understand the underlying privacy clauses incorporated in these Terms.

#### 3. Casual surfing

- 3.1. The User may visit the App and Website without providing any personal information.
- 3.2. The User accordingly grants express written permission for the App and Website servers in such instances collecting the IP address of the User computer, but not the email address or any other distinguishing information.
- 3.3. This information is aggregated (added up) to measure the number of visits, average time spent on the App and Website, pages viewed, etc.
- 3.4. Provider uses this information to determine use of the App and Website, and to improve Content.
- 3.5. Provider assumes no obligation to protect this information, and may copy, distribute or otherwise use the information.

## 4. Unsolicited information

- 4.1. If the User posts unsolicited content or other information ("Information") to the App or Website and does not indicate otherwise the User grants to the Owners a:
  - 4.1.1. non-exclusive;

- 4.1.2. royalty-free;
- 4.1.3. perpetual (everlasting);
- 4.1.4. irrevocable (irreversible); and
- 4.1.5. fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

- 4.2. The User grants to the Owners the right to use the name that the User submits in connection with such Information, if they choose. The User warrants:
  - 4.2.1. that the User owns or otherwise controls all of the rights to the Information that the User posts;
  - 4.2.2. that the Information is accurate:
  - 4.2.3. that by the supply of the Information to Provider the User does not violate this Policy and does not infringe the rights of any person or entity; and
  - 4.2.4. that the User indemnifies the Owners for all claims resulting from the receipt by the Provider of the Information the User supplies to it.
- 4.3. Provider may monitor and edit or remove any Information, where posted to public pages. The Provider takes no responsibility, and assumes no liability for any Information posted by the User or any third party.

## 5. Solicited information the User gives to Provider

- 5.1. Provider requires certain Personal Information necessary to process transactions if the User requires any of Provider's products or services.
- 5.2. Provider receives and stores all Information, including Personal Information which the User enters on the App and Website or gives to Provider, in any other way. The User may choose not to provide certain Personal Information, but that may limit the services or products that the User may wish to obtain from this Provider.
- 5.3. Provider provides its products and services in conjunction with its affiliates and subsidiaries. In this regard and unless specifically restricted by the User from the license below, the User and when entering into the specific transactions in question expressly grants in writing to the Owners and the Provider a:
  - 5.3.1. non-exclusive;
  - 5.3.2. royalty-free;
  - 5.3.3. perpetual;
  - 5.3.4. irrevocable; and
  - 5.3.5. fully sub-licensable,

right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media.

5.4. The User's Information that is required by affiliates and subsidiaries to give effect to transactions that the User choose to enter into, is shared with those entities.

#### 6. Promotional information

Provider aspires to provide first-class service to its customers, which requires Provider providing information to the User about new services or special offers. In each instance, the User is provided an opportunity to opt-out of such information circulars. For more information, please call the Provider Help Desk, or send an email to **Error! Reference source not found.** 

# 7. Business transfers

Provider may enter into business arrangements and its customer base is one of the more valued assets. In such an event, customer Information will be one of the transferable assets.

### 8. Lawful purposes

When the Provider is served with due legal process requiring the delivery of Personal Information, it has the legal duty to abide by that demand, and will do so. Provider may also impart Personal Information if permitted or required to do so by law.

# 9. Surveys and statistical profiles

- 9.1. Provider understands that efficiency and customer care translates to good service. Provider may periodically conduct online customer care surveys to enable the updating of service standards.
- 9.2. When it conducts a survey, Provider must inform the User how the information gathered will be used, and provide the User with the opportunity to opt-out from such surveys.
- 9.3. Despite terms to the contrary, Provider may choose to use Personal Information to compile profiles for statistical purposes and may choose to trade with such profiles and statistical data, as long as the profiles or statistical data cannot be linked to any specific data subject, including the User, by a third party.

#### 10. Storage

Personal Information will be stored for as long as it is used and for a period of one year, together with a record of the Personal Information and the specific purposes it was collected for. Personal Information will be destroyed once it has become obsolete (out of date or unusable).

## 11. Interception

Subject to the law, the User agrees that the Provider may intercept, block, read, delete, disclose and use all communications sent or otherwise communicated to the Provider, its employees, directors and agents. User agrees that his or her consent satisfies the legal requirements for consent in "writing" as defined.