



## **M4JAM GROUP PRIVACY POLICY**

**(This policy is in respect of all the M4JAM group companies as may exist and operate from time to time, including M4JAM Proprietary Limited its subsidiaries & associate companies being M4Jam South Africa Proprietary Limited & M4Jam Fanaka Proprietary Limited)**

### **1. Introduction**

- 1.1 Welcome to the M4JAM software platform that enables the creation and management of mobile networks for micro-jobbers and users (referred to as “the Jobber Platform”). The Jobber Platform has a variety of applications: Mobile Training and Community Engagement Technologies; Market Evaluation and Market Activation. There may be other applications that are developed in future, including the use of the Jobber Platform in conjunction with an e-Wallet facility.
- 1.2 The Jobber Platform is owned by M4JAM PRORIETARY LIMITED, a South African registered company with registration number 2003/011766/07 with its registered address at 25 Commerce Crescent, Kramerville, Sandton, Johannesburg, South Africa and may be used under license by other M4JAM companies and licensees. Collectively they are hereinafter referred to as “M4JAM” and this policy applies to each one of them.
- 1.3 M4JAM enables third parties (“Clients”) to make use of the Jobber Platform to create and manage micro-jobs or micro-transactions (“Job Assignments”) that are then made available for acceptance by you as a Jobber or User. You hereby warrant that you are 18 years or older and are legally competent to agree to these terms.
- 1.4 For your legal protection and ours, we require that you agree to these terms and conditions in order to access the Jobber Platform, whether you access the Jobber Platform via the website or a mobile application. The terms and conditions may change overtime as the legal and commercial environment develops. Whenever you access the Jobber Platform you will be deemed to have consented to the then current terms and conditions of use and you will be bound by the terms and conditions in force as at the time of access. Please make sure that you remain up to date on the terms and conditions.



- 1.5 By accessing the Jobber Platform, you agree to the terms and conditions set out herein, from time to time. These terms and conditions regulate your relationship with M4JAM and/or the Client/s, as the case may be.

## **2. Privacy, Users and Third Parties**

- 2.1 We respect your privacy and will take reasonable measures to protect it, as more fully detailed below.

- 2.2 Should you decide to register as a user on the Website, we may require you to provide us with personal information which includes but is not limited to –

- 2.2.1 your name and surname;
- 2.2.2 your identity number;
- 2.2.3 your gender;
- 2.2.4 your mobile number;
- 2.2.5 email address; and
- 2.2.6 your date of birth.

- 2.3 Should your personal information change, please inform us and provide us with updates to your personal information as soon as reasonably possible to enable us to update your personal information.

- 2.4 You may choose to provide additional personal information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.

- 2.5 Subject to clause 2.6 below, we will not, without your express consent:

- 2.5.1 use your personal information for any purpose other than as set out below:

- 2.5.1.1 in relation to the ordering, sale and delivery of Goods;
- 2.5.1.2 to contact you regarding current or new Goods or services or any other goods offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us);
- 2.5.1.3 to inform you of new features, special offers and promotional competitions offered by us or any of our divisions, affiliates and/or partners (unless you have opted out from receiving marketing material from us); and
- 2.5.1.4 to improve our product selection and your experience on our Website by, for example, monitoring your browsing habits, or tracking your sales on the Website; or

- 2.5.2 disclose your personal information to any third party other than as set out below:



- 2.5.2.1 to our employees and/or third party service providers who assist us to interact with you via our Website, email or any other method, for the ordering of Goods or when delivering Goods to you, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently;
  - 2.5.2.2 to our divisions, affiliates and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new goods or services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from us);
  - 2.5.2.3 to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity, or to investigate violations of these Terms and Conditions;
  - 2.5.2.4 to our service providers (under contract with us) who help with parts of our business operations (fraud prevention, marketing, technology services etc). However, our contracts dictate that these service providers may only use your information in connection with the services they perform for us and not for their own benefit;
  - 2.5.2.5 to our suppliers in order for them to liaise directly with you regarding any faulty Goods you have purchased which requires their involvement; and
  - 2.5.2.6 to any Third-Party Seller for purposes of sending you an invoice for any Goods purchased from such Third-Party Seller, which disclosed information will be limited to your email address or cell phone number as the case may be.
- 2.6 We are entitled to use or disclose your personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on us, or to protect and defend our rights or property. In the event of a fraudulent online payment, M4JAM is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it.
- 2.7 We will ensure that all of our employees, third party service providers, divisions, affiliates and partners (including their employees and third-party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations in relation to your personal information.
- 2.8 Please note that your personal information may be saved on servers that are outside the Republic of South Africa, where the information may be stored, processed and



managed. YOU HEREBY CONSENT TO YOUR PERSONAL INFORMATION BEING TRANSFERRED OFF SHORE FOR THE PURPOSES MENTIONED ABOVE. M4JAM shall in return ensure that your personal information is still properly protected in accordance with this policy.

2.9 M4JAM will –

- 2.9.1 treat your personal information as strictly confidential, save where we are entitled to share it as set out in this policy;
  - 2.9.2 take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 2.9.3 provide you with access to your personal information to view and/or update personal details;
  - 2.9.4 promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information;
  - 2.9.5 provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
  - 2.9.6 upon your request, promptly return or destroy any and all of your personal information in our possession or control, save for that which we are legally obliged to retain.
- 2.10 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 2.11 M4JAM undertakes never to sell or make your personal information available to any third party other than as provided for in this policy or as specifically consented to by yourself, either at the time of collection of the data or at subsequent date.
- 2.12 Whilst we will do all things reasonably necessary to protect your rights of privacy, we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
- 2.13 If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than M4JAM, M4JAM



SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because we do not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.

- 2.14 Ratings and Reviews: If you provide a rating or review of a product or services, you consent to us using that rating or review as we deem fit, including without limitation on the Website or in application, in newsletters or other marketing material. The name that will appear next to that rating or review is your First Name, as you would have provided upon registration. If you do not agree to this, please do not put any ratings or reviews on the Website. We will not display your Last Name, nor any of your contact details, with a rating or review.
- 2.15 This website/application makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a website can use (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note that cookies may be necessary to provide you with certain features available on our Website, and thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this paragraph.