

METROWATT WEBSITE PRIVACY POLICY

1. Introduction

- 1.1. Metrowatt Proprietary Limited is registered in accordance with the laws of the Republic of South Africa ("the Company"). Your use of this website is subject to these privacy and data protection terms and conditions governing it as well as the Metrowatt Standard Terms and Conditions. Please read these terms and conditions before using the website.
- 1.2. The Company understands and is fully committed to the protection of your privacy and personal information as legislated by the Protection of Personal Information Act, No. 4 of 2013 of the Republic of South Africa ("POPIA") and General Data Protection Regulation 2016/679 ("GDPR"). We recognise the importance of ensuring that the collection of your personal information is done so responsibly within the ambit of POPIA. We implore you to read the below privacy policy ("Privacy Policy").
- 1.3. By using the Company's website, you agree that the Company, its directors, employees, consultants, agents, subcontractors, affiliates and/or third parties processing (which includes collecting, using, storing and disclosing) your personal information for the purposes as set out in the Privacy Policy.
- 1.4. This Privacy Policy constitute a legally binding agreement between you and Metrowatt. You agree to these Privacy Policy by registering, installing, accessing, or using our Services, apps, features, software, Platform, or website. You represent and warrant that you have the right, authority, and capacity to enter into these Privacy Policy. If you do not agree with all of the provisions of these Privacy Policy, you must not use our Services.
- 1.5. In the event that you do not agree, whether now or in future, with the manner in which your personal information will be handled while using the Website, immediately close the Website and refrain from using it further.
- 1.6. Personal information processed by the Company through the Website shall only be used in accordance with our Privacy Policy. In the event that any use of your personal information is required to be used by the Company and same is not covered in the framework of this Privacy Policy, we shall request your consent beforehand.

2. Collection of Personal Information

- 2.1. Online Submission: You may be requested to complete an online form in order to use our Services to determine whether your location is capable of being serviced by Metrowatt. You must provide accurate information. You are responsible for keeping your device safe and secure, and you must notify us promptly of any unauthorized use or security breach of your details or our Services.
- 2.2. Personal information is information which identifies or could reasonably be associated with a person. The Company may collect and process various types of personal information during the course of operating its business and providing its services. These may include –
 - 2.2.1. your basic contact information when you subscribe to our mailing list and to receiving updates, or applying for a position through the Website, and may include your name, telephone number, postal, residential or email address, your preferences and interests etc.;
 - 2.2.2. website usage and other technical data such as details of your visits to the Website, information collected through cookies and other tracking technologies, your Internet Protocol address, operating system and browser type, as well as other digital information such as location data, communication data and traffic data; and
 - 2.2.3. any other data relating to you that you may provide.

3. Obtaining and using your Personal Information

- 3.1. Use of our Services: You agree and understand that in order to use the Service you are required to provide accurate and complete information. This information may be supplied to third-party providers. Metrowatt and/or any such third party providers will use the information to provide you with a quote for products or services, which will be provided to you in a manner that allows you to make a comparison the products or services on offer You agree to us and/or our third-party providers contacting you and providing you with quotes, advertising and marketing content related to their products/services from time to time. You undertake to access and use our Services only for legal, authorised, and acceptable purposes. You undertake not to use (or assist others in using) our Services in ways that: (a) violate, misappropriate, or infringe the rights of us or anyone else, including privacy, publicity, intellectual property, or other proprietary rights; (b) are illegal, obscene, defamatory, threatening, intimidating, harassing, hateful, racially or ethnically offensive, or instigate or encourage conduct that would be illegal or otherwise inappropriate; (c) involve publishing falsehoods, misrepresentations, or misleading statements; (d) impersonate someone; (e) involve sending illegal or impermissible communications, such as bulk messaging, auto-messaging, auto-dialing, and the like; or (f) in any other way that is not specifically permitted by us in these Privacy Policy.
- 3.2. The Company will only collect, use, disclose or otherwise process your personal information in accordance with the Privacy Policy and it may do so in various different ways, including *inter alia* –
 - 3.2.1. where you provide your personal information to us directly (for example, by email or other direct communication);
 - 3.2.2. where we monitor the use of, or interactions with, the website, any marketing we may send to you, or other email communications sent from or received by the Company;
 - 3.2.3. third-party sources (e.g., where we collect information about you to assist with security or where we receive information about you); or
 - 3.2.4. publicly available sources, where we may use such sources to help us keep contact details we already have for you accurate and up to date or for professional networking purposes.
- 3.3. When you provide the Company with personal information, we will use this information –
 - 3.3.1. to send you publications and newsletters which you have subscribed to receive;
 - 3.3.2. to communicate with you regarding upcoming events and seminars;
 - 3.3.3. to process information submitted through our online profile;
 - 3.3.4. where it is necessary to enter into or perform our contract with you;
 - 3.3.5. where it is necessary to comply with our legal obligations;
 - 3.3.6. where it is in order to achieve a legitimate interest (both ours and that of our directors, employees, consultants, or any other person) and our reasons for using your personal information outweigh any prejudice to your personal information rights;
 - 3.3.7. where it is necessary to for us to defend, prosecute or make a claim against you, us or a third party; and
 - 3.3.8. where you have consented to our use of your personal information (which consent may be withdrawn through unsubscribing or similar action at any time).

- 3.4. We endeavour to collect and use only that personal information which is necessary for the intended purpose of the collection and we will not retain your personal information for longer than is necessary to achieve the purpose for which we collected it, unless there is a lawful basis or legal requirement for us to retain your personal information for a longer period.

4. Sharing of Personal Information

- 4.1. We may disclose your personal information to our third-party service providers, where necessary and we require our third-party service providers to take reasonable, appropriate, technical and organisational measures to keep your personal information safe.
- 4.2. Our third-party service providers may not use or disclose personal information for any purpose other than providing services on our behalf.
- 4.3. We may disclose your personal information to –
 - 4.3.1. our professional advisors (legal, financial, business, risk management or others);
 - 4.3.2. our bankers and auditors;
 - 4.3.3. our insurers and insurance brokers; and
 - 4.3.4. to government, regulatory or law enforcement agencies in connection with enquiries, proceedings or investigations by such parties anywhere in the world or where compelled by law to do so.
- 4.4. There remains a possibility that your personal information that we collect may have to be transferred to, and stored at, a destination outside of the Republic of South Africa. Insofar as this may occur, we will take reasonable organisational and/or contractual measures to ensure that your personal information is processed by such third-services providers for the purposes of which it has been provided to us and that the required levels of protection have been implemented by such third-party service providers to safeguard your personal information. We refer you to read clause 5 for more information on cross-border transfers of personal information which relate to the GDPR.
- 4.5. You agree that once your personal information has been de-identified such de-identified information may be shared in the following circumstances –
 - 4.5.1. to our agents, advisers, service providers and suppliers (which may include search engine optimisation agencies, creative, brand, digital and media agencies, and Microsoft, Google and other research agents);
 - 4.5.2. to monitor web traffic, web servers serving the Website will automatically collect information about you in relation to the Website pages you visit; and
 - 4.5.3. for statistical purposes, we may perform statistical analyses to measure interest in the various areas of the Website.

5. Cross-Border Transfer

- 5.1. Your personal information may be stored and processed in countries, other than the Republic of South Africa, where we have facilities or in which we engage service providers.
- 5.2. By using the Website, you understand that your information may be transferred to countries outside of your country of residence and which may have protection of personal information rules that are different from those of your country.
- 5.3. In certain circumstances, courts, law enforcement agencies, regulatory industries or security authorities in those other countries may be entitled to access your personal information.
- 5.4. If you are based in the EEA or in non-EEA recognised country, your personal information may be transferred to, accessible from, and/or stored at, a destination outside the EEA (or non-EEA recognised country) in which data laws may not be as comprehensive as is in the case of countries recognised by the European Commission.
- 5.5. Regardless of the location of our processing of your personal information, we continue to use and implement a range of commercially reasonable physical, technical and procedural measures to ensure that your personal information is protected appropriately and in terms of applicable laws.

6. Protecting your Personal Information

- 6.1. We recognise that information security is an integral part of data privacy. While no data transmission can be guaranteed to be incapable of being intercepted intrusively, we implement a range of commercially reasonable measures to help protect personal information from unauthorised use, access, disclosure, alteration or destruction in accordance with the requirements of applicable law.
- 6.2. If you have any questions or concerns about our use or the safety of your personal information, please contact us at the details listed in clause 10 below. You may have the right to request from us to –
 - 6.2.1. provide you with further details on how your information is used;
 - 6.2.2. provide you with a copy of information we have about you;
 - 6.2.3. update any inaccuracies in the personal information we hold;
 - 6.2.4. delete any personal information that we no longer have a lawful ground to use;
 - 6.2.5. where processing is based on consent, to withdraw your consent;
 - 6.2.6. object to any processing based on the legitimate interests ground unless our reasons for undertaking that processing outweigh any prejudice to your protection of personal information rights; and
 - 6.2.7. restrict how we use your information whilst a complaint is being investigated.

7. Accessing and updating your Personal Information

- 7.1. We will take reasonable steps to keep your personal information accurate and complete but it is recommended that you regularly update your personal information with the Company.
- 7.2. Whilst it is our policy to respect your rights, please be aware that your exercise of these rights is subject to certain restrictions that are necessary to safeguard the public interest (for example, the prevention or detection of crime), our interests and some of these rights may be limited (for example where we are required or permitted by law to continue processing your personal information to defend our legal rights or meet our legal and regulatory duties and obligations).

8. Use of IP Addresses

- 8.1. Your IP address is automatically assigned to your computer by your Internet Service Provider. An IP address may be identified and logged automatically in our server log files whenever a user accesses the Website, along with the time of the visit and the pages that were visited.
- 8.2. Collecting IP addresses is standard practice and is done automatically by most websites, applications and other services. We use IP addresses for purposes such as calculating usage levels, trends, diagnosing server problems and administering the Website. We may also derive your approximate location from your IP address.
- 8.3. The collection of IP addresses, browser types and other anonymous statistical data does not identify you personally through our server log files. We do not link this information to personally identifiable information.

9. Use of Cookies

- 9.1. Cookies are small data files stored by your computer to help improve functionality, tailor information to provide visitors with more relevant pages, store user preferences when needed and collect anonymous statistics on the usage of the Website.

- 9.2. You may refuse to accept cookies by activating the setting on your browser which allows you to refuse the setting of cookies. However, if you select this setting you may be unable to access certain parts of the Website. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you log on to the Website. If you accept a cookie or fail to deny the use of cookies, you agree that we may use your personal information collected using cookies (subject to the provisions of the Privacy Policy).
- 10. Contact Information**
- 10.1. If you have any questions regarding the Company processing your personal information, in terms of the Privacy Policy, please email the Company.
- 10.2. In addition, if you currently receive marketing information from us which you would prefer not to receive in future, please email the Company
- 11. Email Disclaimer**
- 11.1. NOTE: Disclaimers apply to all emails and any attachments.
- 11.2. This disclaimer applies to any electronic message (such as email, SMS and encrypted text message) passing through the Company's information system (including its contents, any attachments and all subsequent messages or attachments). If there is a conflict between this disclaimer and any other disclaimer, this one will prevail.
- 12. The recipient**
- 12.1. Electronic messages are intended for the named recipient only. If that is not you and you have received the electronic message:
- 12.1.1. Please notify the sender using the contact details contained in the electronic message. If this is not possible, then by contacting the Company by telephone. You must delete the electronic message received in error once you have notified the sender.
- 12.1.2. You must not forward, copy or otherwise transmit or disseminate the electronic message or any of its contents to any person other than the named sender.
- 12.1.3. You may not print, save, or store the electronic message or any of its contents in electronic or physical form.
- 12.2. If you are a client of the Company, any opinions or advice contained in the electronic message is subject to any applicable terms.
- 13. Confidentiality**
- 13.1. Electronic messages are confidential, unless specifically stated or if it is explicitly clear from the context (such as press releases and other official statements) and may not be disclosed to another person. If you are not certain whether the message is confidential or subject to legal privilege, please contact the sender and assume, until advised otherwise, that the message is confidential and subject to privilege.
- 14. Direct marketing**
- 14.1. Unless explicit consent is obtained from the sender, you may not add the sender's email address or contact number to any database for the purposes of direct marketing.
- 15. Copyright notice for message content**
- 15.1. The Company is the owner of the content of its electronic messages (which are protected by copyright and other intellectual property laws) and all of its rights in and to such intellectual property are reserved.
- 16. Consent and legal requirements**
- 16.1. By communicating with the Company via electronic message, you consent to receiving electronic messages from the Company and agree that any agreement, notice, disclosure or other message transmitted electronically satisfies the requisite legal requirements, including that it be "in writing". Unless otherwise stated, an electronic message will only be deemed to have been:
- 16.1.1. received by the Company once a recipient at the Company has confirmed receipt orally or in writing
- 16.1.2. sent by the Company once reflected as "sent" on the Company message server logs
- 17. Limitation of liability**
- 17.1. All reasonable precautions have been taken by the Company to ensure that no malicious software (such as malware and viruses) is in its electronic messages and attachments sent to you. It is your responsibility to ensure that you check all electronic messages and attachments you receive from the Company for malicious software.
- 17.2. While the Company uses its best endeavours to prevent loss or damage to third party systems, it shall not be held responsible or liable for any harm, damages, or loss (including any loss of profits, loss of programs, business interruption, loss or corruption of data) arising from an electronic message, including by reason of:
- 17.2.1. malware
- 17.2.2. the amending of an electronic message by a third party
- 17.2.3. non-delivery of an electronic message
- 17.2.4. incorrect delivery of an electronic message
- 17.2.5. adverse effects on hardware
- 17.2.6. unencrypted transmission
- 18. Interception and monitoring**
- 18.1. Subject to applicable laws and professional ethical rules, the Company reserves the right to intercept, monitor, review or disclose all electronic messages. Employees do not have any privacy right in the creation of, sending of, receipt of or storage of information on the systems of the Company. If you do not want your message to be read by the Company, you must not communicate with the Company by electronic message.
- 19. Enquiries**
- 19.1. If you have any questions or concerns arising from the contents of this disclaimer, please contact the Company.