



MYACTIVE ONLINE SOLUTIONS (PTY) LIMITED

PRIVACY POLICY

PLEASE READ OUR PRIVACY POLICY BEFORE BROWSING THIS WEBSITE OR USING ANY OF OUR SERVICES. YOUR CONTINUED USE OF THIS WEBSITE AND OUR SERVICES INDICATES THAT YOU HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED HEREIN.

THIS POLICY MUST WE READ IN CONJUNCTION WITH OUR TERMS AND CONDITIONS POLICY, WHICH CAN BE FOUND AT WWW.MYACTIVE.CO.ZA.

What is this Privacy Policy for?

This Privacy Policy is for our website, www.myactive.co.za of MyActive Online Solutions (Pty) Limited, Registration Number: 2020/100298/07, having its registered address at unit 11, 2nd Floor, Melrose Boulevard, Melrose Arch, Johannesburg.

The Privacy Policy sets out the different areas where user privacy is concerned and outlines the obligations and requirements of the users, the website and website owners. Please read this Privacy Policy to understand how your information will be collected, used, processed, stored, disclosed, protected, or otherwise handled, and further to understand the choices and rights that you as the Data Subject have with respect to your Personal Information.

This Privacy Policy complies with, and facilitates the obligations required from, the European Commission's General Data Protection Regulation, 2016/679 as well as the South African Protection of Personal Information Act No. 4 of 2013, as amended.

1. Key Definitions

- 1.1. **Consent** whether expressed orally or in writing, or implied from the conduct of the consenting party, refers to voluntary agreement to some act, practice or purpose of which a consenting party has knowledge.
- 1.2. **Data Controller** refers to a natural and legal person, public authority, agency or other body which, alone or jointly, with others, determines the purposes and means of the processing of Personal Information.
- 1.3. **Data Subject** refers to the person (natural or juristic, where applicable) to whom the Personal Information relates.
- 1.4. **GDPR** means the European Commission's General Data Protection Regulation, 2016/679.
- 1.5. **Minor** refers to a person under the age of 18 (Eighteen) and/or a person who is unable to appreciate the contents of this policy.

- 1.6. **Operator** refers to a person who processes Personal Information for a Data Controller in terms of a contract or mandate, without coming under the direct authority of that party.
- 1.7. **'Our', 'us', 'we' or 'company'** refers to MyActive Online (Pty) Ltd ("MyActive").
- 1.8. **Personal Information** refers to information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. Such information can be used on its own or with other information to identify, contact, or locate a single person or juristic entity, or to identify an individual in context. For the purposes of this Privacy Policy, Personal Information will be understood in accordance with the definition provided in POPIA.
- 1.9. **POPIA** means Protection of Personal Information Act 4 of 2013, as amended from time to time.
- 1.10. **Process** includes collecting, receiving, recording, organising, collating, storing, updating, modifying, retrieving, altering, consulting or using, disseminating, distributing or making available and merging, linking, blocking, degrading, erasing, destroying Personal Information. Processing of Personal Information is also performed to comply with applicable laws.
- 1.11. **You** refers to all prospective, present and past MyActive stakeholders to which this Privacy Policy applies, including, but not limited to:-
- 1.11.1. Visitors/ users of our website at www.myactive.co.za;
 - 1.11.2. employees (including permanent, temporary or contract employees);
 - 1.11.3. clients/customers/event organisers or prospective clients/ customers;
 - 1.11.4. third parties; and
 - 1.11.5. investors.

2. Introduction

- 2.1. In adopting this Privacy Policy, we wish to balance our legitimate business interests and any contact we may have with you, including your reasonable expectation of privacy. Accordingly, we will take appropriate and reasonable technical and organisational steps to prevent unauthorised access to, or disclosure of, your Personal Information.
- 2.2. By continuing to use this website you agree that we may “collect, collate, process and/or store” your Personal Information (as defined in POPIA) for, amongst other things:-
- 2.2.1. the purposes of providing you with access to the website and the website content; and
 - 2.2.2. any of the purposes provided for herein.
- 2.3. Where there are reasonable grounds to believe that your Personal Information has been accessed or acquired by any unauthorised person, we will notify the relevant regulator and you, unless a public body responsible for detection, prevention or investigation of offences or the relevant regulator informs us that notifying you will impede a criminal investigation.
- 2.4. When we notify you that your Personal Information has been accessed or acquired, we will provide you with sufficient information to allow you to take protective measures against the potential consequences of the compromise.

- 2.5. We reserve the right to modify, add or remove certain sections of this Privacy Policy and we encourage you to visit this Policy on a continuous basis to familiarise yourself with this Policy.

3. When will we process your Personal Information

- 3.1. While visiting our website, you may be requested to provide certain Personal Information, which identifies you as an individual (including, but not limited to, your name, contact details, medical information, credit card details). Such information may be collected in the following instances:
- 3.1.1. on placing an order;
 - 3.1.2. purchasing ticket(s) for an event and/or making a donation towards a certain organisation;
 - 3.1.3. on registration and/or logging on to our portal, we will collect information about your online identifiers including your username and password to authenticate your access into the system;
 - 3.1.4. when you submit an enquiry form, we will request mandatory identifying information (including, your name, email address and phone number);
 - 3.1.5. voluntarily when you use the live chat functionality;
 - 3.1.6. voluntarily when you sign up for our newsletter;
 - 3.1.7. when you submit any information via our website, email address or via a call to our telephone number; and
 - 3.1.8. when you browse the website.
- 3.2. You acknowledge that all Personal Information processed by us may be stored by us and used for any of the purposes listed below.

4. What types of Personal Information will we process

- 4.1. When ordering or registering on our site, as appropriate, you may be asked to enter your name, email address, phone number, medical details, credit card information and / or other details to help you with your experience. The further types of Personal Information that we may process includes information necessary for, and ancillary to, any contract we may have with you and/or for our legitimate business interest and the categories of Personal Information defined in POPIA. This may include (amongst other things):
- 4.1.1. personally identifiable information about you if you voluntarily submit such information to MyActive. Personally identifiable information, may include your name, email address, physical address, medical details, credit card details, password and username that is used on your MyActive profile and other information that specifically identifies you and the pages of the website viewed by you;
 - 4.1.2. automatically collected data and information (through cookies, described below, and other methods). MyActive may store aggregate or anonymous information about user contact with, and use of, the website. Examples of this type of information include demographic information, the type of internet browser you are using, the type of computer operating system application software and peripherals you are using, the domain name of the website from

which you linked to our website and your browsing habits on, and usage, of the website; and

4.1.3. non-personally identifiable information may also include personally identifiable information that has been aggregated so that no one individual is specifically identifiable (such as, how many users in a particular city access the website).

4.2. We will limit the types of Personal Information we process to only that to which you consent, and which is necessary for, and ancillary to, any contact we may have with you and/or for our legitimate business interest

4.3. We will process your data when we need to render a service to you.

5. How will we process your Personal Information?

5.1. We will only use the information you provide necessary for, and ancillary to, any contact we may have with you and/or for our legitimate business interest.

5.2. We may share your personally identifiable information with companies that are holding companies and affiliates of MyActive, including but not limited to organisers of events and/or functions, technical consultants and other third parties who make our website available, enhance its functionality, or provide associated services (but only for the purpose of providing such services to MyActive).

5.3. Information obtained in connection with the website may be used by us in conjunction with information obtained through sources other than the website, including both offline and online sources.

5.4. We reserve the right to transfer any information to our successors in business and purchasers of website assets or a particular division or line of business.

5.5. We may process your Personal Information in a number of ways, including but not limited to when you:

5.5.1. visit our website, we may collect usage information which may include your IP address, geographical location, browser type and version, operating system, referral source, duration of visit, page views and website navigation paths, as well as information about the timing, frequency and pattern of your service use. This information may be processed for the purposes of analysing the use of the website and improving usability;

5.5.2. provide Personal Information when purchasing our products and / or services. The information is processed for use and /or administration of the product / service you require and may include your company name, first name, surname, credit card information, city and email address. This information is processed for the purpose of supplying our products and / or services to you, communicating with you and establishing and maintaining a relationship with you;

5.5.3. provide Personal Information in the course of a submission of an enquiry, including an enquiry pertaining to available vendor and/or service provider opportunities, on our website "contact us" page. The Personal Information is processed for the purpose of responding to your enquiry and may include your company name, first name, surname, city and / or email address;

- 5.5.4. we may process Personal Information that you provide to us for the purpose of subscribing to our email notifications and/or newsletters. This information may be processed for the purposes of sending you the relevant notifications and/or newsletters. You may choose to opt-out of receiving these communications at any given time by notifying us or by unsubscribing from the mailing list;
 - 5.5.5. on a voluntary ad-hoc basis you may provide us with certain Personal Information when you fill out an enquiry form in the question section of our "contact us" page, or contact us via social media, or when you email us, or when you provide Personal Information to support a request logged by you to us for the above collection means; and
 - 5.5.6. subscribe to our MyActive mailing list.
- 5.6. We may further use the information we collect from you in the following ways:-
- 5.6.1. to quickly process your transactions;
 - 5.6.2. to send periodic emails regarding your order;
 - 5.6.3. to follow up with you after correspondence (email or phone enquiries);
 - 5.6.4. for website analytics, storing details such as your IP address, bounce rate, page time, cost per click, most visited pages and device information;
 - 5.6.5. to monitor and analyse how we improve our service to you as well as to keep your data secure and free from abuse;
 - 5.6.6. to keep active communications with you while you are our contracted client.

6. **Minors**

- 6.1. We will not collect the Personal Information of Minors without the consent of their parent(s) or guardian(s).
- 6.2. We reserve our rights to request a certified copy of your identity document and proof of consent from your parent or guardian if we suspect that you are a minor.

7. **Third Party disclosure of your Personal Information**

- 7.1. We treat all your Personal Information as confidential. We do not sell, trade, or otherwise transfer to outside parties your Personally Identifiable Information unless expressly requested by the data subject. We will therefore we will not disclose your Personal Information to any third party except as provided in this Privacy Policy.
- 7.2. You consent that we may disclose your Personal Information to approved third party providers (as referred to below in 7.3.1) where necessary to give effect to a contract with you, where required by law, or where we have a legitimate interest in doing so.
- 7.3. You agree that your Personal Information may be shared under the following circumstances:
 - 7.3.1. to our agents, our website hosting and software development partners, advisers, service providers and suppliers (our Search Engine Optimization agency, creative, brand, digital and media agencies) Microsoft, Google and other research agents, as well as other third-party service providers who assist us with operating this website;

- 7.3.2. to monitor web traffic - web servers serving the website automatically collect information about pages you visit. This information is used for internal review, to tailor information to individual visitors and for traffic audits;
 - 7.3.3. for purposes of research, analytics and compilation of statistics - we may perform statistical analyses in order to measure interest in the various areas of the website (for product development purposes); We may disclose anonymous statistics regarding the number of visitors to our site or the origin of site users. This is purely for marketing/advertising purposes so we can collate statistics regarding how traffic enters our site. The information you provide MyActive may also be used for marketing purposes;
 - 7.3.4. we may share non-personally identifiable information with third parties for any number of reasons, including advertising, promotional and/or other purposes;
 - 7.3.5. to government and law enforcement agencies, where the law requires that we disclose your Personal Information to a party, and where we have reason to believe that a disclosure of Personal Information is necessary to identify, contact or bring legal action against a party who may be in breach of the Privacy Policy or may be causing injury to, or interference with (either intentionally or unintentionally), our rights or property, other users, or anyone else that could be harmed by such activities; and
 - 7.3.6. third parties as required by law, including but not limited to regulators as law or governmental audit requires, or law enforcement as subpoena or court order requires.
- 7.4. We may also release information when its release is appropriate to enforce our site policies, where we believe such action is necessary in order to protect or defend our rights, interests or property or the rights, interests or property of our clients or users of our site.
 - 7.5. Should there be a sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation or liquidation of our company, we may transfer your information to third parties involved in the sale, merger, consolidation, change in control, transfer of substantial assets, reorganisation or liquidation. By providing any Personal Information to us, you fully understand and clearly consent to the fact that we may transfer such Personal Information in these cases. When we share Personal Information with these third parties, we will require them to honour this policy, to the full extent required by applicable law.
 - 7.6. Where we have been contracted by another company such as an event organiser that you may be dealing with, we bring it to your attention at in this instance, we are not the entity responsible for making decisions on your data, but instead are rendering services to the event organiser that you are dealing with directly. In this instance, please refer to the event organiser's respective privacy policy regarding how your data is processed and who it may be shared with such as timekeepers, sponsors or otherwise.
 - 7.7. We may from time to time need to use different service providers from time to time. We will enter into written agreements with such third parties to ensure that they comply with the obligations included in the Privacy Policy and that they implement all the necessary security measures to ensure adequate protection of the data.
 - 7.8. In the event that we should change upstream service providers that are involved in providing you with the services, or where we may need to hire additional companies to

provide the services, you have the right to reasonably oppose such an appointment. Such opposition shall be addressed on a case-by-case basis in accordance with the appropriate data protection regulation.

- 7.9. We will implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. At your request and expense and taking into account the nature of processing and the information available to us, we shall reasonably assist you in compliance with the security obligations set forth by data protection regulation.
- 7.10. Upon termination of our services, we will delete your personal data, unless otherwise required for a statutory requirement or as per the retention periods set out in this Privacy Policy or within contractual agreements with organisers.

8. Cookies

- 8.1. Cookies are essentially pieces of information that a website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your preferences and tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard.
- 8.2. We may place a cookie on your browser to store and sometimes track information about you.
- 8.3. We use "cookies" (or other types of tracking software) to help us gather information about you as a visitor to our website, which is not personally identifiable. For example:
 - 8.3.1. the IP address from which you access the site;
 - 8.3.2. the type of browser and operating system used to access the site;
 - 8.3.3. the date and time of your access to the site;
 - 8.3.4. the pages you visit; and
 - 8.3.5. the internet address of the website from which you accessed the site.
- 8.4. Where applicable, this website uses a cookie control system allowing the user on their first visit to the website to allow or disallow the use of cookies on their computer / device. This complies with legislation requirements for websites to obtain explicit consent from users before leaving behind or reading files such as cookies on a user's computer / device.
- 8.5. The use of cookies helps us to assist your use of certain aspects of the site. While most browsers are initially set up to accept cookies, you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Please note that some parts of the website will not function properly if you refuse cookies.
- 8.6. No information which personally identifies you will be collected through cookies.
- 8.7. Third parties (including, but not limited to, software providers, advertisers and ad placement agencies) may also use tracking technologies by, or through, the site. MyActive is in no way responsible or liable for any tracking, data collection or other activities of such third parties.
- 8.8. Other cookies may be stored to your computer's hard drive by external vendors when this website uses referral programs, sponsored links or adverts. Such cookies are used for conversion and referral tracking and typically expire after 30 (Thirty) days, though

some may take longer. No Personal Information is stored, saved or collected. Users are advised that if they wish to deny the use and saving of cookies from this website onto their computers hard drive, they should take necessary steps within their web browsers' security settings to block all cookies from this website and its external serving vendors.

9. Storage

- 9.1. We may keep your Personal Information in either electronic or hard copy form. In both cases, we take reasonable and appropriate steps to ensure that the Personal Information is protected from misuse and loss and from unauthorised access, modification or disclosure.
- 9.2. Moreover, we will only keep your Personal Information for as long as is necessary to fulfil the purposes described in this Privacy Policy, unless you have given us permission to keep it longer or we are otherwise legally permitted or obliged to do so.

10. Data security

- 10.1. We are committed to taking reasonable and responsible steps to ensure the security of your information.
- 10.2. With due regard to generally accepted information security and handling practices and procedures, we seek to secure the integrity and confidentiality of Personal Information in our possession by taking reasonable appropriate technical and organisational measures to prevent:-
 - 10.2.1. loss of, damage to, or unauthorised destruction of Personal Information; and
 - 10.2.2. unlawful access to or processing of Personal Information.
- 10.3. You may, at any time, contact us with any queries regarding your Personal Information and request to view, correct or delete your collated data.
- 10.4. To prevent unauthorised access, maintain data accuracy, and ensure the appropriate use of information, we have put into place physical, electronic, and managerial procedures to help safeguard and secure the information we collect online. Your Personal Information is contained behind secured networks and is only accessible by a limited number of persons who have special access rights to such systems and are required to keep the information confidential. Any information attained by MyActive not intended for public use is sent to our internal server and stored on databases behind our firewall. This prevents sensitive information being accessed from outside MyActive.
- 10.5. However, due to the inherent open nature of the Internet, and subject to the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act 25 of 2002, we shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this website or the services or content provided from, and through, this website. **You provide information to us online at your own risk.**
- 10.6. Furthermore, MyActive makes no representations or warranties, implied or otherwise, that, amongst others, the content and technology available from this website are free from errors or omissions or that the service will be wholly uninterrupted and error-free.

11. Your Rights as Data Subjects

- 11.1. As a Data Subject of MyActive you have the right and responsibility to ensure that the Personal Information, we hold about you is accurate. In the absence of evidence to the contrary, we will assume that the information you have provided to us is accurate. At your request, where the law requires us to do so, you can exercise your Data Subject rights as per the following, subject to verification and validation of your identity:
 - 11.1.1. request access to your Personal Information that MyActive holds about you;
 - 11.1.2. request rectification of your Personal Information that MyActive holds about you;
 - 11.1.3. request erasure, as permitted by law, of your Personal Information that MyActive holds about you;
 - 11.1.4. request restriction of processing of your Personal Information;
 - 11.1.5. object to processing of Personal Information as permitted by law; and
 - 11.1.6. lodge a complaint as it pertains to the processing activities of your Personal Information.
- 11.2. The Personal Information that you may request us to correct, destroy or delete is Personal Information that has been processed that is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or that we are no longer authorised to retain.
- 11.3. In order to exercise any of the above, you can contact us at info@myactive.co.za or (011) 994 3415.
- 11.4. Please note that we will respond to your request within 21 (Twenty-One) working days. We are entitled to charge a fee pertaining to your request for us to destroy or delete your Personal Information. If you have requested us to delete all your Personal Information, we may be obligate to terminate all agreements or interactions we have with you. We cannot maintain our relationship with you without having a certain amount of your Personal Information.
- 11.5. You have the right to withdraw your consent for us to process your Personal Information at any time. The withdrawal of your consent can only be made by you on the condition that:-
 - 11.5.1. the withdrawal of your consent does not affect the processing of your Personal Information before the withdrawal of your consent; or
 - 11.5.2. the withdrawal of your consent does not affect the processing of your Personal Information if the processing is in compliance with an obligation imposed by law on us; or
 - 11.5.3. the withdrawal of your consent does not affect the processing of your Personal Information where such processing is necessary for the proper performance of a public law duty by a public body; or
 - 11.5.4. the withdrawal of your consent does not affect the processing of your Personal Information as required to finalise the performance of a contract in which you are a party; or
 - 11.5.5. the withdrawal of your consent does not affect the processing of your Personal Information as required to protect your legitimate interests or our

own legitimate interests or the legitimate interests of a third party to whom the information is supplied.

- 11.6. You have the right to object to the processing of your Personal Information at any time, on reasonable grounds relating to your particular situation, unless the processing is required by law.
- 11.7. You can make the objection if the processing of your Personal Information is not necessary for the proper performance of a public law duty by a public body, or if the processing of your Personal Information is not necessary to pursue your legitimate interests, our legitimate interests or the legitimate interests of a third party to which the information is supplied.
- 11.8. You have the right to object to the processing of your Personal Information, at any time, if the processing is for purposes of direct marketing other than direct marketing by means of unsolicited electronic communications and you have not given your consent for that processing.
- 11.9. You have the right not to have your Personal Information processed for purposes of direct marketing by means of unsolicited electronic communications from third parties unknown to you.
- 11.10. You have the right not to be subjected to a decision which is based solely on the basis of the automated processing of your Personal Information intended to provide a profile of you. Decisions that you may not be subjected to are decisions that result in legal consequences for you or affect you to a substantial degree:-
 - 11.10.1. without being for the execution of a contract for which you have received performance; or
 - 11.10.2. decisions made that are not in terms of law or of a code of conduct that specifies what appropriate measure must be taken to protect your legitimate interests.
- 11.11. You have the right to submit a complaint to the Information Regulator in terms of POPIA regarding an alleged interference with the protection of Personal Information processed in accordance with this policy.
- 11.12. You have the right to institute civil proceedings regarding an alleged interference with the protection of your Personal Information processed in accordance with this Privacy Policy.
- 11.13. Copies of your information may remain viewable elsewhere, to the extent it has been shared with others, it was otherwise distributed pursuant to User's privacy settings, or it was copied or stored by other users and partners.
- 11.14. In cases where consent was given, you have the right to withdraw consent at any time.
- 11.15. If you do request that your information is deleted, all information will be permanently erased, except for information that we are required to keep by law. You may exercise your rights at any time by lodging a request with our Information Officer, Kumashree Naidoo, at info@myactive.co.za or (011) 994 3415.
- 11.16. Should you wish to object to the processing of your Personal Information, your request as described in paragraph 11.15 above must be accompanied with a signed copy of Form 1 - Objection to the Processing of Personal Information in terms of Section 11(3) of the Protection of Personal Information Act, 2013".

- 11.17. Should you wish to object to the processing of your Personal Information, your request as described in paragraph 11.15 above must be accompanied with a signed copy of "Form 2 - Request for Correction or Deletion of Personal Information or Destroying or Deletion of Record of Personal Information in terms of Section 24(1) of the Protection of Personal Information Act, 2013".
- 11.18. The above-mentioned forms can be found at the end of this policy.
- 11.19. As a participant in an event, please be aware that access requests must go to the event organiser, after which we will operate under their instruction.

12. Use of IP address

- 12.1. An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses or the location of computers on the Internet.
- 12.2. We collect IP addresses for the purposes of system administration and to audit the use of the website. We do not ordinarily link IP addresses to Personal Information, which means that your session may remain anonymous. However, we cannot guarantee that this will always be the case, as it may be necessary to identify a particular user when it is necessary to enforce compliance with the Privacy Policy or to protect our website, its users or other interests.

13. Links to Third Party Websites

- 13.1. Occasionally, at our discretion, we may include or offer third-party products or services, sponsored links or adverts on our website. These third-party providers have separate and independent privacy policies. We therefore have no responsibility or liability for the content and activities of these linked sites. Nonetheless, we seek to protect the integrity of our site and welcome any feedback about these sites / providers.
- 13.2. The owners of this website cannot guarantee or verify the contents of any externally linked website despite their best efforts. Users should therefore note they click on external links at their own risk and this website, and its owners cannot be held liable for any damages or implications caused by visiting any external links mentioned.

14. Social Media Platforms

- 14.1. Communication, engagement and actions taken through external social media platforms that this MyActive participates on are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.
- 14.2. Users are advised to use social media platforms wisely and communicate / engage upon them with due care and caution in regard to their own privacy and personal details. Neither this website nor its owners will ever ask for personal or sensitive information through social media platforms and encourage users wishing to discuss sensitive details to contact them through primary communication channels such as by telephone or email.
- 14.3. This website may use social sharing buttons which help share web content directly from web pages to the social media platform in question. Users are advised before using such social sharing buttons that they do so at their own discretion and note that the social media platform may track and save your request to share a web page respectively through your social media platform account.

15. Shortened Links in Social Media

- 15.1. This website and its owners through their social media platform accounts may share web links to relevant web pages. By default, some social media platforms shorten lengthy URLs.
- 15.2. Users are advised to take caution and good judgement before clicking on any shortened URLs published on social media platforms by this website and its owners. Despite the best efforts to ensure only genuine URLs are published, many social media platforms are prone to spam and hacking and therefore this website and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

16. Disclaimer

- 16.1. The information, software, products, and services included in or available through the MyActive website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. MyActive and/or its suppliers may make improvements and/or changes in the MyActive website at any time. Advice received via the MyActive website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your situation.
- 16.2. MyActive and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the MyActive website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. MyActive and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.
- 16.3. To the maximum extent permitted by applicable law, in no event shall MyActive and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the MyActive website, with the delay or inability to use the MyActive website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the My Active website, or otherwise arising out of the use of the MyActive website, whether based on contract, negligence, strict liability or otherwise, even if MyActive or any of its suppliers has been advised of the possibility of damages.

17. Opt-out

- 17.1. POPIA and GDPR specifies the rules for commercial email, establishes requirements for commercial messages, gives recipients the right to have emails stopped from being sent to them, and sets out the penalties for violations thereof.
- 17.2. We may provide you with information about our various services, products or offers that may be of interest to you. Only MyActive will send you these direct mailings. At any time you may opt-out of MyActive marketing list or update your information.
- 17.3. In compliance with POPIA, we agree to the following:
 - 1.1.1. at any time, should you not wish to receive direct marketing from us, please inform us at info@myactive.co.za in order to unsubscribe; and

- 1.1.2. each time we send you marketing information by e-mail or SMS text messaging, we will provide an opportunity for you to unsubscribe from receiving further information from us.
- 1.1.3. We confirm that once we receive a notice to unsubscribe, we will promptly remove you from all marketing – related correspondence.

18. Contact & Communication

- 18.1. Users contacting this website and/or its owners do so at their own discretion and provide any such personal details requested at their own risk. Your Personal Information is kept private and stored securely until a time it is no longer required or has no use. Every effort has been made to ensure a safe and secure form to email submission process but advise users using such form to email processes that they do so at their own risk.
- 18.2. This website and its owners use any information submitted to provide you with further information about the products / services they offer or to assist you in answering any questions or queries you may have submitted. This includes:-
 - 18.2.1. using your details to subscribe you to any email newsletter program the website operates, but only if this was made clear to you and your express permission was granted when submitting any form to email process;
 - 18.2.2. instances where you as the consumer have previously purchased from, or enquired about purchasing from, the company a product or service that the email newsletter relates to.

This is by no means an entire list of your user rights in regard to receiving email marketing material. Your details are not passed on to any third parties.

- 18.3. In order to ensure that the information we maintain is accurate, MyActive gives users the option to change or modify their information previously provided. If you would like to change your information currently in our database, please contact us at info@myactive.co.za.
- 18.4. Please note that we will not contact you telephonically for unsolicited marketing purposes or send unsolicited marketing communications to you by mail, SMS or email if you have not opted in to receive them.
- 18.5. MyActive is not responsible for updating information contained in third party lists or databases.
- 18.6. It is important that your Personal Information is kept up to date. Please keep us informed if your Personal Information changes.
- 18.7. This policy may change from time to time.
- 18.8. For any further information regarding this Privacy Policy, please contact MyActive at info@myactive.co.za or (011) 994 3415.

19. Breach

- 19.1. In the event of a confirmed breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data, we shall promptly assess the risk to people's rights and freedoms and without undue delay report this breach to the appropriate authorities, controllers, responsible parties, and subjects as required by law.

- 19.2. We will cooperate with you and take such reasonable commercial steps as are directed by you to assist in the investigation, mitigation, and remediation of each such data breach.
- 19.3. We undertake to never to sell or make your Personal Information available to any third party other than as provided for in this policy, unless we are compelled to do so by law. In particular, in the event of a fraudulent online payment, MyActive reserves the right 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.
- 19.4. Whilst we will do all things reasonably necessary to protect your rights of privacy, as far as the law allows we cannot guarantee or accept any liability whatsoever for unauthorised or unlawful access, disclosures, misuse, loss, alteration or destruction of your Personal Information.
- 19.5. 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.
- 19.6. If you disclose your personal information to a third party, such as an entity which operates a website linked to this website, WE 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.

20. Governing Law

- 20.1. MyActive shall be governed by the national laws of the Republic of South Africa.

21. Effective Date

- 21.1. This Privacy Policy was last updated on 13 May 2021.
- 21.2. This Privacy Policy may be updated from time to time. You may be required to accept the update Privacy Policy in order to keep using our services. Alternatively, we may post non-material changes to this Privacy Policy on our website, with a notice advising of the effective date of the changes. We may notify you of material changes to the Privacy Policy by email (or otherwise) prior to the effective date of the changes.