



## Use Policies

### Privacy and Confidentiality

#### 1. INTRODUCTION

MWEB Business provides its Services to Customer subject to the provisions of the General Terms (“**General Terms**”), Product Terms (“**Product Terms**”), Use Policy: relating to use rules and security policies (“**Use Rules and Security Policies**”), MWEB’s Code of Conduct and Service Charter (“**Code of Conduct**”), and this Use Policy relating to privacy and confidentiality (“**Privacy Policy**”). This Privacy Policy is binding upon Customer by reason of Customer’s acceptance of the General Terms and Product Terms.

#### 2. GENERAL PRINCIPLES

- 2.1 Protecting Customer privacy is of utmost importance to MWEB Business. Accordingly, MWEB Business has developed this Privacy Policy in order to safeguard Customer’s personal information and to protect the confidentiality thereof. In doing so, MWEB Business have paid particular attention to the Constitution of the Republic of South Africa Act 108 of 1996, to the Promotion of Access to Information Act 2 of 2000 and to the Electronic Communications and Transactions Act 25 of 2002 so as ensure our compliance with all relevant statutory requirements under South African law.
- 2.2 Customer is advised that, while MWEB Business makes every reasonable effort to ensure compliance under statutory provisions governing jurisdictions other than the Republic of South Africa, MWEB Business cannot and does not warrant such compliance.
- 2.3 Moreover, while MWEB Business will do all things reasonably necessary to protect Customer’s rights of privacy while on websites controlled by MWEB Business, MWEB Business cannot accept any liability whatsoever for unauthorised or unlawful disclosures of Customer’s personal and confidential information made by third parties who are not subject to MWEB Business’ control.
- 2.4 MWEB Business categorise information concerning Customer (“**Private Information**”) as follows:
  - 2.4.1 “**Account Information**” means Customer’s account history with MWEB Business including, without limitation, all billing information and communications, payment history and the like;
  - 2.4.2 “**Personal Information**” means: (i) information relating to Customer’s personal identity such as race, gender, marital status, age and the like; (ii) Customer’s financial information such as Customer’s banking details and any information relating to Customer’s income and lifestyle levels; and (iii) Customer’s contact details such as Customer’s physical addresses, postal addresses, telephone and fax numbers and the like;
  - 2.4.3 “**Correspondence Information**” means the content, correspondent information and the destination/origination of any communications between Customer and any other person (other than MWEB Business) using the Services which includes email communications, chat room and discussion board communications, instant message communications, experts forum communications, faxmail communications, membership of mailing lists and the like;

- 2.4.4 “**Customer Identifiers**” means usernames, passwords or email addresses provided to Customer as part of the Services, but expressly excluding Customer domain names managed by MWEB Business as part of the Domain Name Management product Service;
- 2.4.5 “**Security Information**” means other security related information other than Customer Identifiers used by Customer in relation to our Services;
- 2.4.6 “**Service Usage Information**” means all information pertaining to Customer’s navigational activities whilst using MWEB Business’ Services such as the URL’s of websites visited as well as the URL’s from which downloads are requested;
- 2.4.7 “**Transactional Information**” means transactional histories (other than banking details) pertaining to Customer’s e-commerce activities; and
- 2.4.8 “**Stored Information**” means the data either created by Customer or by a third party and which Customer wishes to store on MWEB Business’ servers such as image files, documents and the like.
- 2.5 MWEB Business will collect Customer’s Private Information solely for the purposes of administering MWEB Business’ business and for the purposes of ensuring Service delivery to Customer. Such information will be disclosed only in accordance with this Privacy Policy and MWEB Business undertakes not to disclose any information in contravention of this Privacy Policy.
- 2.6 Any of Customer’s information which is transmitted by Customer while using MWEB Business’ Services in an unencrypted manner and/or to an open, public forum, is not confidential and does not constitute Private Information which is subject to protection under this Privacy Policy. Similarly, all information that is disclosed by Customer in any of MWEB Business chat rooms, discussion boards and/or similar public forums is not confidential and does not constitute Private Information which is subject to protection under this Privacy Policy. In addition, since such public environments are accessible by third parties, it is possible that third parties may collect and collate such information for their own purposes. As such, Customer should exercise caution when deciding to share any of its Private Information in such public environments. MWEB Business expressly disclaim any and all liability arising from Customer’s disclosure of Private Information in any of MWEB Business’ public environments.

### 3. RIGHT OF COLLECTION

- 3.1 By accepting the General Terms and/or Product Terms Customer has consented to MWEB Business’ collection of Customer’s Private Information on an on-going basis for the continued duration of Customer’s relationship with MWEB Business subject to the limitations set out in this Privacy Policy.
- 3.2 The Personal Information and Account Information collected by MWEB Business is required for two distinct purposes, namely:
- 3.2.1 MWEB Business require details as to Customer’s identity and contact details as well as Customer’s MWEB Business banking information and account history for the purposes of managing MWEB Business’ relationship with Customer in terms of the General Terms and Product Terms and for the purposes of providing the Services to Customer. MWEB Business will not disclose such information save to the extent provided for in clause 4.1 below; and

- 3.2.2 MWEB Business use certain of such information about Customer in an aggregated form for the purposes of compiling statistical profiles for MWEB Business' business and marketing activities. MWEB Business is entitled to disclose such information about Customer provided that such information is in an aggregated form which is not capable of being used or interpreted in such a manner as to identify Customer as being a subject of that aggregation.
- 3.3 The Service Usage Information and Transactional Information collected by MWEB Business is used for four distinct purposes, namely:
- 3.3.1 MWEB Business may collect such information for the purposes of determining and verifying the charges payable by Customer under the General Terms and for the purposes of administering our relationship with Customer. MWEB Business will not disclose such information save to the extent provided in clause 4.1 below;
- 3.3.2 MWEB Business may collect and store such information concerning Customer for the purposes of complying with any statutory or regulatory requirement imposed upon MWEB Business. MWEB Business will not disclose such information save to the extent provided for in clause 4.1 below;
- 3.3.3 MWEB Business may collect such information about Customer for the purposes of compiling statistical profiles about Customer for MWEB Business' business and marketing activities and for the purposes of customising MWEB Business' delivery of the Services to Customer. While MWEB Business is entitled to use such information about Customer for MWEB Business' own internal business purposes without limitation, MWEB Business undertakes not to disclose it in a non-aggregated form which is capable of being used or interpreted in such a manner as to identify Customer as being a subject of that aggregation other than in terms of clause 4.1; and
- 3.3.4 MWEB Business collect such information for the purposes of monitoring Customer's use of MWEB Business' Services for the purposes of ensuring compliance with MWEB Business' Use Policy: User Rules and Security Policies as provided for in clause 4.2. MWEB Business will not disclose such information save in compliance with MWEB Business' obligations in terms of clause 4.1 below.
- 3.4 The Correspondence Information and Customer Identifiers collected by MWEB Business are to be used solely in connection with MWEB Business' obligations as set forth in clause 4.1.and for the purposes of monitoring Customer's use of MWEB Business' Services in order to ensure Customer's compliance with MWEB Business' Use Policy: User Rules and Security Policies as provided for in clause 4.2 and for the purposes of monitoring the use of MWEB Business Services so as to limit and or prevent breaches of MWEB Business' Use Policy: User Rules and Security Policies as provided for in clause 4.3 below. MWEB Business will not disclose such information save in compliance with our obligations in terms of clause 4.1 below.
- 3.5 The content of Customer's Stored Information may be scanned to ensure compliance with the requirements of clauses 4.1, 4.2 and 4.3 below. Save as aforementioned, MWEB Business will not use or access this information for any other purpose.

- 3.6 Any Private Information collected by MWEB Business and which MWEB Business is entitled to use in an aggregated format is MWEB Business' property and may, in our sole discretion, be used by MWEB Business for any legitimate purpose including, without limitation, the commercial sale thereof to third parties. In such instances, Customer have no entitlement to any form of compensation for the use of Customer's Private Information in such an aggregated format.
- 3.7 Some of MWEB Business' websites utilise "Cookies" so that MWEB Business can better serve Customer with more customised information when Customer return to MWEB Business' website. "Cookies" are used to enhance Customer's interactive experience and generally improve MWEB Business' Services to Customer. Customer can set his/her own browser to notify himself/herself when Customer is sent a "Cookie", giving Customer the chance to decide whether or not to accept it. If Customer accepts a "Cookie", Customer thereby consent to MWEB Business' use of any Private Information collected by MWEB Business using that Cookie as provided for in clauses 3.2 and 3.3.
- 3.8 Customer acknowledge and agree that in the interests of improving personalisation and service efficiency, MWEB Business may, under controlled and secure circumstances, share Customer's Private Information with our Affiliates. For the purposes of this clause 3.8, the term "Affiliate" means an entity which is MWEB Business' subsidiary or holding company or a subsidiary of our holding company or an entity which controls, is controlled by or is under common control with MWEB Business.

#### **4. GENERAL EXCEPTIONS**

- 4.1 To the extent that MWEB Business is required to do so by any competent and/or authorised authority or in terms of any statutory or regulatory provision to intercept, monitor and/or store any of Customer's Private Information or to the extent that MWEB Business is required to intercept, monitor and/or store any of Customer's Private Information for the purposes of enforcing MWEB Business' own rights, MWEB Business will do so in compliance with the statutory and/or regulatory requirements for such interception, monitoring and/or storage. Please note that in some instances, such interception, monitoring and/or storage may take place without Customer's knowledge and MWEB Business expressly disclaim any and all liability for any losses or damages (as defined in the General Terms) that Customer or any third party may incur as a result of such interception, monitoring and/or storage.
- 4.2 In order to ensure that all users using MWEB Business' Services comply with all of the provisions of the Use Policy: User Rules and Security Policies, MWEB Business may monitor Customer's Private Information as may reasonably be necessary to determine such compliance and/or to identify instances of non-compliance.
- 4.3 In order to ensure that the security and integrity of MWEB Business Services is not compromised, MWEB Business may monitor Customer's Private Information as may be reasonably necessary to safeguard the security and integrity of MWEB Business' Services in terms of the Use Policy: User Rules and Security Policies. This monitoring may include without limitation the filtering of incoming and outgoing electronic data messages in order to identify, limit and/or prevent the transmission of spam, viruses and/or other unlawful, defamatory, obscene or otherwise undesirable material or content.

- 4.4 In certain circumstances, MWEB Business may procure an element of the Services from a third party service provider such as Telkom SA Limited. To the extent that it may be necessary, and solely for the purposes of providing the Service to Customer, Customer consents to MWEB Business' disclosure of any Private Information concerning Customer and necessary for the procurement of those elements of the Services from third party service provider, to such third party service providers.
- 4.5 In addition to the general limitation in the General Terms, MWEB Business will not be liable to Customer or to any other third party for any loss or damages (as defined in the General Terms) incurred by Customer or by any other third party arising from, or in any way relating to, the disclosure of Customer's Private Information. Customer's sole and exclusive remedy under such circumstances will be to terminate Customer's relationship with MWEB Business.
- 4.6 MWEB Business will protect the confidentiality of its Customer's information, and use its Customer's information only for the purpose permitted or required.
- 4.7 MWEB Business will only release its subscriber's information to a third party under the following circumstances:
  - 4.7.1 when directed by the written instruction of the subscriber or prospective subscriber;
  - 4.7.2 when directed by an order of Court;
  - 4.7.3 to the Independent Communications Authority of South Africa for the purpose of compiling, verifying or auditing any reports, accounts or other information required under MWEB Business's licence or in terms of the Electronic Communications Act, 2005 and the regulations made pursuant to that Act;
  - 4.7.4 where it is necessary to properly deal with and comply with any legislative enactment or regulation in respect of any complaint lodged in terms of MWEB Business's complaints handling procedure;
  - 4.7.5 during the process of debt collection;
  - 4.7.6 to MWEB Business's attorneys in connection with any potential, threatened or actual litigation;
  - 4.7.7 to MWEB Business' auditors for the purpose of auditing their accounts; and
  - 4.7.8 in terms of any applicable law.
- 4.8 . Please take note of the following:
  - 4.8.1 Customer is able to browse sites without telling MWEB Business who he/she/it is/are, or revealing any of Customer's personal information. MWEB Business tracks the Internet address of the domains of visitors and analyze such for trends and statistics. The Customer including the individual user remains anonymous.
  - 4.8.2 We store the information Customer supplies to us to personalize Customer's use of our Services.
  - 4.8.3 We may from time to time disclose aggregate information to third parties to identify the user population in general terms, e.g. 52% males visit a particular site. Customer's identity and/or personal information will under no circumstances be disclosed.
  - 4.8.4 We are not responsible for the privacy practices of or the content on sites linking out of the MWEB Business network. Customer agrees to exclude MWEB Business from any liability arising from Customer's access to sites other than those on the MWEB Business network.

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