

# PRIVACY POLICY

## for Blue Security Connect SaaS App White Label Clients

### DEFINITIONS

**“Application”** shall mean the Blue Security Connect SaaS Application that allows Users to request emergency assistance and downloaded to your phone/device.

**“Child”** shall mean a natural person under the age of 18 years.

**“Competent Person”** shall mean a person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a child. This includes the legal definition of a guardian.

**“Cookies”** shall mean to be files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to your browser from the websites that you visit and are stored on your device's internal memory. This Service does not use these cookies explicitly. However, the app may use third-party code and libraries that use cookies to collect information and improve their services. You have the option to either accept or refuse these cookies and know when a cookie is being sent to your device. If you choose to refuse our cookies, you may not be able to use some portions of this Service.

**“Your Emergency Services Provider”** shall mean the service provider whose logos and details are displayed on the Application, using the white labelled version of the Blue Security Connect SaaS App.

**“Log Data”** Whenever you use our Service, in a case of an error in the app, we collect data and information (through third-party products) on your phone called Log Data. This Log Data may include information such as your device's internet protocol (IP) address, device name, operating system version, the configuration of the app when utilizing our Service, the time and date of your use of the Service, and other statistics.

**“Personal Information”** shall mean personal information as defined in the Protection of Personal Information Act, South Africa, including information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information

of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; the views or opinions of another individual about the person; and the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

**“Special Personal Information”** shall mean personal information as defined in the Protection of Personal Information Act, South Africa including information relating to the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of the person; or the criminal behaviour of a data subject to the extent that such information relates

- a) to the alleged commission by the person of any offence; or
- b) any proceedings in respect of any offence allegedly committed by the person or the disposal of such proceedings.

“User/s” shall mean any individuals who make use of or access the Application. Note that this is a wider definition than merely the one paying for the Blue Security Connect SaaS App.

## **PRE-AMBLE**

This Mobile Application End User Agreement (“Agreement”) is a binding agreement between you (“you”) - the user (“User”) - and Your Emergency Services Provider whose logos and details are displayed on the Application (“Your Emergency Services Provider”). This privacy policy governs your use of the Blue Security Connect SaaS application (the “Application” which is white labelled and authorised for reselling to Your Emergency Services Provider) on your mobile device (“Mobile Devices”; either Android or IOS), including all documentation related to the Application.

Note that the nature of the Blue Security Connect SaaS Security App is such that we/Your Emergency Services Provider must be able to use the Personal Information supplied voluntarily by you to us to assist you in time of need. We cannot use the information without your permission which is granted by you irrevocably and without preconditions by downloading and using the Blue Security Connect SaaS App. The permissions so granted will never be abused by us, sold to Third Parties, or acted with outside the scope of this document. We collect data either directly from you with what you provide us, or through our website using cookies.

## **JURISDICTION**

This Privacy Policy (“Policy”) is subject to South African law and governs the collection, management and disclosure of personal information that Blue Security (“we”, “us”, “our” or Your Emergency Services Provider) collects through the Blue Security Connect SaaS Application (“application”) as well as the Your Emergency Services Provider control room (“control room”). We respect your rights to responsible management of your personal information under the protection of personal information act 4 of 2013, aka POPI or POPIA (“the Act”). For the purposes of this policy, personal information is defined in accordance with the definition provided in the act. Your use of the application is subject to this policy which is permission based. You decide what we can use and how we use it. By using this application, you signify your consent, or if you are younger than 18 years when downloading the App, you acknowledge that you have obtained consent from a parent or legal guardian and that you are not in any way obscuring the duty to obtain such consent, to processing of your personal information in accordance with this privacy policy. Note that Your Emergency Services Provider/Your Emergency Services Provider may amend this policy at any time. All amended terms shall be effective immediately upon the revised policy being made available and any subsequent activity in relation to the application shall be governed by such amended terms and conditions of usage. Important: if you do not agree with any term in this policy, please do not use this application or submit any personally identifiable information through this application.

This Agreement was last revised on 29 July 2020.

You are advised to regularly check with Your Emergency Services Provider for any amendments or updates.

### **1. UNDERSTANDING PERSONAL INFORMATION**

The term “Personal Information” here has the meaning given to it in the Act. Generally, it is any information that can be used to personally identify you. This may include your name, surname, address, telephone number and/or email address as described above. Should the information we collect personally identify you, or you are reasonably identifiable from it, the information will be considered personal information. Your Personal Information will not be shared, sold, rented or disclosed other than as described in this Privacy Policy and according to the permissions that you grant to us by using the Blue Security Connect SaaS App.

The processing of Personal Information shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use; dissemination by

means of transmission, distribution or making available in any other form; or merging, linking, as well as blocking, degradation, erasure or destruction of information. Your Emergency Services Provider strives to ensure that the conditions set out in the Act and all the measures that give effect to such conditions, are complied with when processing Personal Information. In particular, Your Emergency Services Provider strives to ensure that Personal Information and Special Personal Information is processed in a manner that is lawful, adequate, relevant and not excessive given the purpose of collection.

## **2. COLLECTION OF PERSONAL INFORMATION**

2.1 Your Emergency Services Provider collects and processes information that can be used to identify you personally that is necessary to providing, facilitating and maintaining the Application and associated services.

2.2 Subject to consent, we collect Personal Information/Special Personal Information from the following entities:

- a) natural persons over 18;
- b) natural persons under the age of 18, we collect Special Personal Information with the consent of the parent, legal guardian or Competent Person;
- c) Registered Application users; and
- d) people who send enquiries or requests to our contact email address.

2.3 Children's Privacy: We do not knowingly collect personally identifiable information from children younger than 18 years. Where we discover that a child under 18 has provided us with personal information, we will immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to perform the necessary actions. As a parent, guardian or Competent Person, on behalf of the child, you consent to the collection, processing, sharing and storage of Special Personal Information for the purpose of facilitating access to the Application.

2.4 Personal Information that may be collected by Your Emergency Services Provider includes:

- 2.4.1 First and last name;
- 2.4.2 Age;
- 2.4.3 Country of residence;

- 2.4.4 Location information;
  - 2.4.5 Province;
  - 2.4.6 Physical address;
  - 2.4.7 Mobile phone number;
  - 2.4.8 Email address;
- 2.5 Your Emergency Services Provider collects and processes Personal Information that is provided to them by Users and or parents, guardians and/or Competent Person in the following instances:
- 2.5.1 On registration for use of the Application and associated services;
  - 2.5.2 Upon use of the Application;
  - 2.5.3 Upon requesting emergency assistance; and
  - 2.5.4 Via correspondence via e-mail, fax, telephone and post.
- 2.6 Your Emergency Services Provider retains records for a period that is longer than is required by law and you hereby consent to such retention of Personal Information/Special Personal Information.
- 2.7 There may be instances where we may also collect some information that is not Personal Information/Special Personal Information because it does not identify you or anyone else (we may collect anonymous answers to surveys or aggregated information about how you use our Application).
- 2.8 If You use our Application, we use tracking technologies to collect information such your activity or the information you request. This information collected is kept confidential. The use of tracking technologies enables us to provide the emergency response service.
- 2.9 Your location and privacy are of utmost importance to us and you. We have given you the option to share your location so that we are able to determine your location in an emergency. Your location is only shared with providers that you choose to share it with, including medical response providers, armed response providers or friends and family. During an emergency, your location will be sent to our providers to assist you as quickly as possible but will be unshared as soon as an emergency is completed.

### **3. USE AND PURPOSE OF COLLECTING PERSONAL INFORMATION**

- 3.1 The primary purpose for collecting and processing Your Personal Information is to enable us to provide you access to the Application and the emergency response service. Your Emergency Services Provider also collects and processes Personal Information in order:
- 3.1.1 to identify the User to effect the Application registration process;
  - 3.1.2 to provide information to emergency response operators when assistance is requested;
  - 3.1.3 to re-confirm user information whenever the User logs onto a new device;
  - 3.1.4 to communicate with the User;
  - 3.1.5 to verify the User's identity;
  - 3.1.6 to process and respond to any complaint made by You;
  - 3.1.7 to enable ease of use of the Application;
  - 3.1.8 to assess the performance of the Application and emergency response service;
  - 3.1.9 to engage in legitimate electronic communications and transactions with You;
  - 3.1.10 to provide feedback on any related enquiries;
  - 3.1.11 to provide You with direct marketing material;
  - 3.1.12 to update our records and keep Your contact details up to date;
  - 3.1.13 to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country.
- 3.2 We are also able to use the information collected, including the voice recordings, to improve our internal technical and business processes. We research users' habits, measure traffic patterns in the aggregate, analyse trends, administer the Application, track users' actions and gather broad demographic information.
- 3.3 In some instances, Your Emergency Services Provider may also collect sensitive information about users, such as information about their racial or ethnic origin. Consent is obtained for the collection of such information.

#### **4. CONSENT FOR PROCESSING PERSONAL INFORMATION**

- 4.1 By using the Blue Security Connect SaaS Application, you hereby consent to Your Personal Information (including Special Personal Information) for the abovementioned purposes, associated purposes and to
- (a) update our records;
  - (b) keep Your contact details up to date;
  - (c) to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or co-operate with any governmental authority of any country.
- 4.2 By Using the Application, you represent that you are of the age of 18 years or where you are under 18, a Competent Person has given consent to allow you to utilise this Application. This consent is effective on access to the Application.
- 4.3 You, or a Competent Person in the case of a child, consent/s to the processing of Personal Information/Special Personal Information. As a Competent Person you agree that giving such consent means that You have given Your Emergency Services Provider permission to collect and process the child's Special Personal Information in the ways described in this document.
- 4.4 You understand that your consent to the processing of Your Personal Information/Special Personal Information by Your Emergency Services Provider pertains to the provision of information and the Application; as well as associated purposes.
- 4.5 Personal Information/Special Personal Information may be processed by Your Emergency Services Provider in the country where it was collected as well as other countries where laws regarding processing of Personal Information differ.
- 4.6 Should you select the option to join the Your Emergency Services Provider mailing list and receive news alerts, you consent to the receipt of direct marketing communications regarding all business activities and news.
- 4.7 You expressly consent to Your Emergency Services Provider retaining Your Personal Information/Special Personal Information once your relationship with Your Emergency Services Provider has been terminated and using the information for aggregate, statistical and reporting purposes.

#### **5. HANDLING OF PERSONAL INFORMATION**

- 5.1 Your Emergency Services Provider endeavours to comply with all laws and regulations applicable to Your Emergency Services Provider pertaining to information and communications privacy including, but not limited to, the 1996 South African Constitution, and the Protection of Personal Information Act 4 of 2013 (“the Act”). Your Emergency Services Provider Privacy Policy strives to be compliant to the EU General Data Protection Regulations (GDPR) and is. However, should there be a clash between the legal systems, then the South African Act will be followed since Your Emergency Services Provider is a South African based and registered company.
- 5.2 Your Emergency Services Provider seeks to ensure the quality, accuracy and confidentiality of Personal Information in its possession. You warrant that all Personal Information supplied by you is both true and correct at the time of provision. In the event of any aspect of this Personal Information changing post submission, it is Your responsibility to immediately notify Your Emergency Services Provider directly of the said changes by email.
- 5.3 You agree to indemnify and hold Your Emergency Services Provider, its officers, directors, employees, agents, and suppliers harmless from and against any claims, damages, actions and liabilities including without limitation, indirect, incidental, special, consequential or punitive damages arising out of Your Emergency Services Provider' reliance on your personal information should your personal information contain any errors or inaccuracies.
- 5.4 You warrant that you have the authority, permissions and consent to provide Your Emergency Services Provider with any third-party information submitted to Your Emergency Services Provider.
- 5.5 Your Emergency Services Provider will take all reasonable measures in order to ensure that Your Personal Information is appropriately safeguarded. These precautions include, but are not limited to: firewalls, access control mechanisms via private keys, and software protection for information security.

## **6. THIRD PARTY ACCESS TO PERSONAL INFORMATION**

- 6.1 Your Emergency Services Provider may share Your Personal Information with authorised third parties such as service providers to Your Emergency Services Provider. These include, but are not limited to, data hosting service providers, emergency service providers like ambulances and private security companies.

- 6.2 When emergency assistance is requested via the Application, Your Emergency Services Provider will share your Personal Information with third parties such as the emergency responder. You consent to this sharing of information. They cannot assist you without the data.
- 6.3 Your Emergency Services Provider does not permit these parties to use such information for any other purpose than to perform the services that Your Emergency Services Provider has instructed them to provide. All processing is compatible with such purpose.
- 6.4 Your Emergency Services Provider may appoint certain agents, third parties and/or service providers which operate outside the borders of the Republic of South Africa. In these circumstances Your Emergency Services Provider will be required to transmit Your Personal Information outside South Africa. The purpose of the trans-border transfer of Your Personal Information may include but is not limited to: data hosting and storage. You expressly consent to the trans-border flow of Your Personal Information. All reasonable measures in order to ensure that Your Personal Information is appropriately safeguarded will be taken. These precautions include, but are not limited to firewalls, access control mechanisms via private keys, and software protection for information security.

## **7. RETENTION AND RESTRICTION OF RECORDS**

- 7.1 On receipt of instructions from you, Your Emergency Services Provider will destroy or delete a record of Personal Information about you which Your Emergency Services Provider is no longer authorised to retain. This is subject to certain exceptions such as retaining records that Your Emergency Services Provider is required by law to retain. Your Emergency Services Provider is entitled to retain de-identified information for authorised or legitimate purposes.
- 7.2 In the event that you wish to revoke all consent pertaining to Your Personal Information and/or you would like Your Emergency Services Provider to remove and/or delete Your Personal Information entirely, you must contact Your Emergency Services Provider directly via email.
- 7.3 Records relating to the provision of information to and/or by you can be retained by Your Emergency Services Provider in terms of legislative records retention provisions and includes Your Personal Information and/or Special Personal Information.
- 7.4 Your Emergency Services Provider retains records for a period that is longer than is required by law for statistical or research purposes.

7.5 Your Emergency Services Provider will not sell or abuse your records outside what is agreed to and explained here.

## **8. UPDATING OF PERSONAL INFORMATION**

8.1 You may request access to any Personal Information/Special Personal Information we hold about you at any time by contacting us on [connect@bluesecurity.co.za](mailto:connect@bluesecurity.co.za).

8.2 If You believe that Personal Information/Special Personal Information we hold about you is incorrect, incomplete or inaccurate, or outdated (say where you got married or moved houses or medical changes), then you may request us to amend it. We will consider if the information requires amendment. If we do not agree that there are grounds for amendment or that we cannot amend the information as required, we will retain a note about the request.

8.3 Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you). We may charge you a fee (as allowed for under the Promotion of Access to Information Act) for our administrative and other reasonable costs in providing the information to you. We will not charge for making the request and will not charge for making any corrections or updates to Your Personal Information/Special Personal Information.

8.4 There may be instances where we cannot grant you access to the Personal Information/Special Personal Information we hold. We may need to refuse access if granting access would interfere with the privacy of others or if it would result in a breach of confidentiality. Should this be the case, we will give you written reasons for any refusal.

## **9. DISCLOSURE OF PERSONAL INFORMATION**

9.1 Business records relating to the provision of information or the Application to You can be retained by Your Emergency Services Provider in terms of legislative records retention provisions and includes Your Personal Information. Records can be retained for operational purposes or for evidential purposes. Where Your Emergency Services Provider shares Your Personal Information/Special Personal Information with Employees and other Users, Your Emergency Services Provider does not permit such parties to use the information for any other purpose than those pertaining using, maintaining and/or running to the Application and associated services.

- 9.2 We may disclose Your Personal Information/Special Personal Information to:
- 9.2.1 our employees to enable us to operate;
  - 9.2.2 fulfil requests by You, and to otherwise provide information and services to You;
  - 9.2.3 suppliers and other third parties with whom we have commercial relationships, for business and related purposes; and/or
  - 9.2.4 any organisation for any authorised purpose with Your express consent.
- 9.3 We may further disclose your Personal Information/Special Personal Information in the following instances:
- a) To comply with the law or legal process;
  - b) To protect Your Emergency Services Provider ' rights, facilities and other property;
  - c) To protect Your Emergency Services Provider against any misuse or unauthorised use of the Application; and
  - d) To protect Users or third parties affected negatively by Your action in using the Application.
- 9.4 We will disclose Personal Information/Special Personal Information to our service providers who use software programmes and hardware devices to monitor usage in order to identify unauthorised attempts to access, upload, damage or alter information that it has stored.
- 9.5 Personal Information is stored on servers both inside and outside of South Africa.
- 9.6 We have placed security safeguards to protect Your Personal Information/Special Personal Information through agreements concluded with third party service providers. We will not be held liable for any illegal activity or other activity that may result in a claim for damages due to lack of protection of Your Personal Information/Special Personal Information whilst under the care of the third party.

## **10. SECURITY OF PERSONAL INFORMATION**

- 10.1 We take reasonable steps to ensure Your Personal Information/Special Personal Information is protected from misuse, loss and from unauthorised access, modification or disclosure. We may hold Your information in either electronic or hard copy form. We use third parties who may have access to Your Personal Information and who have undertaken to protect Your Personal Information.

- 10.2 Should an unauthorised person/s gain access to Your Personal Information Your Emergency Services Provider will contact you within a reasonable time to inform you of such access/breach.
- 10.3 As our Application is linked to the internet, and the internet is inherently insecure, we cannot provide any assurance regarding the security of transmission of information that you communicate to us online. We also cannot guarantee that the information that you supply will not be intercepted while being transmitted over the internet. Accordingly, any Personal Information/Special Personal Information or other information which You transmit to us online is transmitted at your own risk.
- 10.4 Links to Other Sites: This Service may contain links to other sites. If you click on a third-party link, you will be directed to that site. These external sites are not operated by us. Therefore, we strongly advise you to review the privacy policies of these websites. We have no control over and assume no responsibility for the content, privacy policies, or practices of any third-party sites or services.

## **11. DATA SUBJECT PARTICIPATION:**

Should You have enquiries concerning Personal Information processed by Your Emergency Services Provider, you can request feedback that describes the Personal Information held by Your Emergency Services Provider, and information about third parties, or categories of third parties who provide services to Your Emergency Services Provider, who have, or have had, access to the information. You may request Your Emergency Services Provider correct or delete Your Personal Information in its possession or under its control that is inaccurate, irrelevant, excessive, misleading or obtained unlawfully; or destroy or delete a Personal Information that Your Emergency Services Provider is no longer authorised to retain. As a User, you have the right to request access, correction or deletion of Your Personal Information.

## **12. INDEMNITY**

You agree to indemnify and hold Your Emergency Services Provider , its officers, directors, employees, agents, licensors, suppliers and members harmless from and against any claims, damages, actions and liabilities including without limitation, loss of profits, direct, indirect, incidental, special, consequential or punitive damages arising out of Your Emergency Services Provider' reliance Your Personal

Information should Your Personal Information contain any errors, inaccuracies or be irrelevant to the use of the Application.

### **13. CONTACTING US**

13.1 Should you have any questions about this Privacy Policy, or require a correction to be made to Your Personal Information that Your Emergency Services Provider keeps on record, or a copy of the record itself, or should You feel that you would like to object to the collection, use or processing of Your Personal Information by Your Emergency Services Provider , or that you would like us to delete your personally identifiable information, then send an e-mail directly to Your emergency Services Provider. They will endeavour to make the correction, provide you with the record, cease processing of Your Personal Information and/or delete it, in accordance with your request.

13.2 All requests or complaints will be treated confidentially.