

# WEBILL PRIVACY POLICY

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## Introduction

We are committed to protecting your privacy and complying with applicable data protection and privacy laws. This privacy policy tells you about our online collection and use of data when you use our proprietary software applications, mobile applications, products, services, systems and/or platforms (“[Solutions](#)”). The terms of this policy apply to the Solutions and this Web site (“[Site](#)”) and to the services which we offer through it and are further subject to our [Subscription Terms and Conditions](#), unless different terms are specified in a form or contract provided to you by WeBill (either online or offline).

Please review this privacy policy before using this Site or the Solutions. If you do not agree with this privacy policy, do not use the Site or the Solutions. By using this Site or the Solutions, you (i) understand and agree to be bound by the terms of this policy, and (ii) expressly consent to us collecting, using, storing or otherwise processing your personal information as set out in this policy, for the purposes indicated herein.

This Site and the Solutions are owned and operated by WeBill (Pty) Ltd. (“[WeBill](#)”, “[us](#)”, “[we](#)”, “[our](#)”) and may be accessed both in South Africa and abroad. For data protection purposes, WeBill is the controller and, unless otherwise noted, is also the processor of data. You consent to any of your personal information collected by us being retained indefinitely, and agree that it may be stored, processed, accessed, and used in jurisdictions whose privacy laws may be different and less protective than those of your home jurisdiction.

## Core Principles

Your privacy is important to us, so we’ll strive to protect the information you share with us. To protect your privacy, we follow certain basic principles in accordance with global best practices relating to customer privacy and data protection. Except to the extent provided for in this policy, we won’t sell or give away your name, e-mail address, phone number, billing address, credit card number or any other personal information to anyone without your express consent and we’ll use industry-standard security measures to protect your information from unauthorised users.

## Collection of Your Personal Information

When you visit this Site or access or use the Solutions, certain kinds of information, such as the Web site that referred you to us, your IP address, browser type and language, and access times, may be collected automatically as part of the Site or the Solutions’ operation. We may also collect navigational information, including information about the pages you view, the links you click, and other actions taken in connection with the Site or the Solutions.

We may combine your visit and navigational information with personal information that you provide. You may always choose not to provide personal information, but, if you so choose, certain products and services may not be available to you.

Personal information (i.e., any information by which you can be identified and which relates to you as an identifiable individual, such as your name, e-mail address, sex, age, etc.) is collected when you register. Additional personal information (e.g., your credit card details and billing address) may be collected when you order from us, to process transactions or to provide you with products or services.

You warrant that: (i) any personal information that you provide to us through the Site or the Solutions shall be and remain complete, accurate and correct, (ii) you will keep us informed of any changes in such personal information, and (iii) you will provide us with any reasonable assistance that we may require in order to enable us to comply with our obligations under applicable privacy laws, and you indemnify us against and hold us harmless from any claim, damages, penalty or fine as a result of a breach of any of these warranties.

### **Use of Your Personal Information**

We collect and use your personal information to operate and improve the Site and the Solutions, to process your transactions and provide the services and information you select, to better understand our customers, to provide better products and services, and to assist us with administration, such as with troubleshooting any problems, detecting fraud, resolving disputes, and for any purposes deemed necessary or required by WeBill to enforce the [Subscription Terms and Conditions](#) and other terms or conditions applicable to any portion of the Site or your access to or use of the Solutions.

We may also use your contact information to enable us to communicate with you. We may send transaction-related communications such as welcome letters, billing reminders, and purchase confirmations. We may also send you newsletters or marketing communications to inform you of new products or services or other information that may be of interest. If you do not wish to receive marketing communications, you should follow the “unsubscribe” instructions included within each communication. Please keep in mind that, if you choose not to receive marketing communications, you will continue to receive transactional or account communications (e.g., confirmation e-mails and account balance statements), where applicable.

Personal information collected by us may be stored and processed in South Africa or any other country in which we or our service providers or agents maintain facilities, and by using this Site, the Solutions and our services, you consent to any such transfer of information outside of your country.

## **Notice to European Users**

Please note that the information you enter on the Site or provide to us, whether through the Solutions or otherwise, may be transferred outside of the European Economic Area, for purposes of processing by WeBill, located in Johannesburg, South Africa, or our authorised partners, located worldwide, including countries which may not offer an equivalent level of protection to that required in the European Union, in order to provide this Site and its services to you. Article 49 of the European Union's General Data Protection Regulation allows for transfer of personal data from the European Union to a third country if the individual has explicitly consented to the transfer of personal information, regardless of the third country's level of protection. By agreeing to this privacy policy, you consent to the transfer of all such information to South Africa and other countries which may not offer an equivalent level of protection to that required in the European Union and to the processing of that information as described in this privacy policy.

If you would like to exercise any of your data protection rights (including the right to have your personal information deleted), please contact us using the "*Contact Information*" section below.

## **Sharing of Your Personal Information**

Except as disclosed in this privacy policy, we do not share your personal information with any outside parties.

On occasion, we may offer, in conjunction with third parties, certain services that may require you (or WeBill) to share your personal information with that third party as a condition for providing that service. While we will treat any information we receive in accordance with this privacy policy, WeBill will not be responsible for the information submitted by you to that third party and we remind you to review the applicable rules and any third party's applicable privacy policies separately before participating in such service.

You expressly consent to us sharing your personal information with service providers who perform services on our behalf. Specifically, we may hire other companies or persons to handle the processing of payments, to provide data storage, to host Web sites, to assist in direct marketing, to conduct audits, etc. Those companies or persons will be permitted to obtain only the personal information they need to provide the service. They are required to maintain the confidentiality of the information and are prohibited from using it for any other purpose.

Information about our users, including personal information, may be disclosed as part of any merger, acquisition, or sale of the company and/or its assets, as well as in the unlikely event of insolvency, bankruptcy, or receivership, in which case personal information would be transferred as one of the business assets of the company. We may notify you of such an occurrence as described in the "*Changes to This Privacy Policy*" section below.

We reserve the right to disclose your personal information, without notice, if required to do so by law, or in the good-faith belief that such action is reasonably necessary to comply with legal process, respond to claims, or protect the rights, property or safety of our company, employees, users, or the public.

### **Security of Your Personal Information**

Whilst we cannot guarantee the absolute security of your personal information, we take all commercially reasonable measures and precautions to keep it secure and protect it from loss, misuse, unauthorised access or disclosure by following generally accepted security practices, including the use of encryption and logical and physical access control mechanisms, as well as taking reasonable steps to identify all reasonably foreseeable internal and external risks to the personal information in our possession or under our control, establishing and maintaining appropriate safeguards against the risks identified, regularly verifying that the safeguards are effectively implemented, and ensuring that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards. However, we cannot accept any liability whatsoever for any unauthorised access or loss of personal information despite our best endeavours.

### **Personal Information Preferences**

We respect your right to make choices about the use and disclosure of your personal information. If at any time you decide that you do not want to receive marketing communications from us, please let us know by sending an e-mail to [privacy@webill.net](mailto:privacy@webill.net).

If you choose not to receive marketing communications, please be advised that you may continue to receive transactional or account communications (e.g., confirmation e-mails and account statements), where applicable.

### **Access to Your Personal Information**

You can write to WeBill at any time to obtain details of the personal information we may hold about you at the following address:

**Data Protection Manager**

WeBill

147 North Reef Road

Bedfordview

Johannesburg

1401

E-Mail: [privacy@webill.net](mailto:privacy@webill.net)

Please quote your name and address and a brief description of the information you want a copy of to enable us more readily to locate your data. We will take all reasonable steps to confirm your identity before providing you with details of any personal information we may hold about you. We may charge a fee to cover the reasonable administration costs involved.

### **Use of Cookies and Other Technologies**

WeBill may use cookies to enable you to sign in to our services and to help personalise your online experience. A cookie is a small text file that is placed on your hard drive. Cookies contain information, including personal information, that can later be read by a Web server in the domain that issued the cookie to you. The information that cookies collect may include the date and time of your visit, your registration information, and your navigational and purchase history.

In some cases, our third-party service providers may use cookies on our Site or Solutions. We have no access to or control over these cookies. This privacy statement covers the use of cookies by WeBill only, and does not cover the use of cookies by third parties.

You have the ability to accept or decline cookies. Most browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies. If you choose to decline cookies, you may not be able to sign in or use other features of our Site, Solutions and services that depend on cookies.

In addition to cookies, we may use other technologies, including single-pixel images on our Site, Solutions and in promotional e-mail messages or newsletters. These tiny electronic images assist us in determining how many users have visited certain pages or opened messages or newsletters. We do not use these images to collect personal information.

### **Registration Data and Account Credentials**

During the registration process, you will provide your identifying particulars and contact information and select a password or be provided with an OTP (one time pin) access code via e-mail or SMS. It is your responsibility to maintain the confidentiality and security of your account credentials, including your password and/or OTP access code, as applicable. Allowing others to access and use your account, password and/or OTP access code can compromise the security of your information. It remains your sole responsibility to ensure that you log out of your account when access is no longer required to the Solutions or the Site. In the event that a JSON Web Token (JWT) is issued, which will result in the Solutions or the Site remaining logged in for the duration of the validity period of the JWT, you will remain solely responsible to ensure that no unauthorised third party accesses or uses the Solutions or Site for the duration said validation period. We disclaim any responsibility or obligation for your decision to provide your account credentials to others, or to allow any third party to access or use the Solutions or Site through any device which is logged on to your account. Access by means of such credentials, and

use of the Solutions or Site through any device which is logged on to your account, will, at all times, be deemed made by you, and you will be responsible for any such access.

### **Interactive Areas**

The Site or Solutions may include interactive areas or services, including, without limitation, blogs, discussion forums, chat rooms, bulletin boards, message boards, online hosting or storage services, or other areas or services in which you, registered members/users or third parties create, post or store any information, content, messages, comments, materials or other items on the Site or Solutions ("Interactive Areas").

If you use an Interactive Area, you should be aware that these areas are open to the public and any personal information you post or provide at registration may be viewable by others and thereby becomes public information. You should exercise caution when deciding to disclose your personal information in Interactive Areas. If you decide to submit any personal information in connection with the Interactive Areas, that information is exempt from this privacy policy and we are not in any way responsible for such information, nor for how others might use that information, including sending you unsolicited messages. Interactive Area postings may be retained indefinitely.

### **Surveys**

From time to time, we may make online surveys available to users of the Site or Solutions. Participation in those surveys is voluntary. Some online surveys may ask participants for personal information, such as an e-mail address, in addition to requesting answers to survey questions. We may use that personal information to contact the participant if necessary, or as otherwise described above. We may make the results of any survey publicly available, although we will not attribute any particular response to you without your permission.

### **E-Mail Referrals**

If you choose to use our e-mail referral service to tell a friend about our products or services, we will ask you for your friend's name and e-mail address. We will use that information to send your friend a one-time e-mail inviting him or her to visit the Site or access the Solutions and review the product or service you have selected. We may use a third-party provider to administer this function, but any such third-party provider may only use the information submitted to facilitate this one-time email. Neither WeBill nor any third-party provider stores this information after the email is sent.

**Minors**

We do not intend to offer services to or solicit or collect personal information from anyone under the age of 18. If you are under 18 (or the age of majority in your country), you should not use or enter information on this Site or the Solutions, including, without limitation, any Interactive Areas.

**Links**

We may link to Web sites that have different privacy policies and practices from those disclosed here. We assume no responsibility for the policies or practices of such linked sites, and encourage you to become acquainted with them prior to use.

**Disclaimers**

WeBill intends to take commercially reasonable precautions to abide by this privacy policy. Nevertheless, in the event that we do not comply with all terms contained in this privacy policy, you agree, by using this Site or the Solutions and by submitting information to this Site or through the Solutions, that your sole and exclusive remedy against WeBill will be to have us promptly correct the handling of your information in the future to accord with this privacy policy and to notify anyone to whom WeBill directly transferred any information of the correct information or to cease using such information.

To the maximum extent allowed by law, WeBill, its subsidiaries, affiliates, and divisions disclaim any other obligation, liability, or warranty to you for any other action, inaction, omission, or other activity that is not in accordance with this privacy policy.

Under no circumstances shall WeBill, its subsidiaries, affiliates and divisions, or their suppliers or licensors be liable for any direct, special, incidental, indirect, economic, consequential or punitive damages (including, without limitation, loss of data or loss of use damages or lost profits) arising out of or connected with this privacy policy, or the failure of WeBill, its subsidiaries, affiliates and divisions, or their suppliers or licensors to adhere to it, even if WeBill, its subsidiaries, affiliates and divisions, or their suppliers or licensors have been notified of the possibility of any damages. This section shall only apply to the maximum extent permitted by applicable law.

WeBill does not exclude (i) liability for damage to any property or death or personal injury caused by the negligence or wilful misconduct of WeBill, its employees or authorised representatives or (ii) liability for fraud.

**Applicable Law and Jurisdiction**

This privacy policy is governed by and will be interpreted according to the laws of the Republic of South Africa, and all disputes, claims and other matters in connection with this privacy policy will be determined in accordance with such laws.

**Changes to This Privacy Policy**

We reserve the right to change the terms of this privacy policy at any time. When we make changes, we will revise the "*Last Updated*" date at the top of the policy. If there are material changes to this statement or in how we will use your personal information, we will notify you by prominently posting a notice of such changes here or on our home page, or by sending you an e-mail. We encourage you to review this policy whenever you visit our Site or access our Solutions.

**Contact Information**

If you have questions or concerns regarding this privacy policy, or if, for some reason, you believe WeBill has not adhered to these principles, please contact us by e-mail at [privacy@webill.net](mailto:privacy@webill.net) or by post to 147 North Reef Road, Bedfordview, Ekurhuleni, 1401, South Africa.