

WETPAINT ADVERTISING (PTY) LTD

2005/018845/07

PROTECTION OF PERSONAL INFORMATION (POPI) AND
PRIVACY POLICY

1 ABOUT WETPAINT ADVERTISING

- 1.1 Wetpaint Advertising (“Wetpaint”) was registered as Wetpaint Designs CC in 1997. In 2005 it became Wetpaint Advertising (Pty) Ltd and is now trading as a proprietary limited company.

2 PURPOSE OF THIS POLICY

The Protection of Personal Information Act 4 of 2013 (“POPI”) gives effect to the constitutional right to privacy, regulates the manner in which personal information may be processed and provides rights and remedies to protect personal information.

- 2.1 As an employer as well as service provider and advertiser, the collection and processing of personal information is directly aligned to the execution of Wetpaint’s business purpose.
- 2.2 This Policy provides for what must and must not be done at Wetpaint as regards personal information to which Wetpaint becomes privy. The Policy in addition provides procedural guidelines, where appropriate, outlining how the Policy is to be implemented.
- 2.3 This POPI Policy must be adhered to by all key individuals including directors’ employees and service providers.

3 PRINCIPLES

- 3.1 The primary purpose of the POPI Act is to regulate the collection and processing of personal information in a manner that will safeguard such information against unauthorised access and usage.
- 3.2 The purpose of this POPI Policy is to establish the requirements and conditions for the collection, distribution and retention of personal information, in line with the prescripts of the POPI Act and the Promotion of Access to Information Act 2 of 2000 (“PAIA”).
- 3.3 This Policy articulates the parameters in the collection, processing, storage, distribution and destruction of personal information by Wetpaint, as aligned to the POPI Act. In addition, this Policy sets out how Wetpaint deals with data subjects’ personal information as well as the purposes for which personal information will be used. This Policy is made available on Wetpaint’s website www.wetpaint.co.za/policies and by request from our Information Officer, whose details are provided below.

4 DEFINITIONS

- 4.1 “consent” – any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information.
- 4.2 “data subject” – a person to whom the personal information relates. This will include directors, employees and clients as well as prospective clients of Wetpaint, and persons and/or organisations who supply goods or services to Wetpaint, as well as any persons or organisations which communicate and/or conclude any agreement and business with Wetpaint.
- 4.3 “person” – a natural or juristic person.

- 4.4 “personal information” – any information in any form (including electronic and paper-based files) relating to an identifiable, living, natural person and, where applicable, an identifiable, existing juristic person. This can include, but is not limited to information relating to the race, 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 a person. It also includes information relating to the education, medical, identifying and biometric information of an individual.
- 4.5 “processing” – any activity, automated or manual, concerning personal information. Such activity may include, but is not limited to, collection, receipt, recording, organisation, storage, collation, retrieval, alteration, updating, distribution, dissemination by means of transmission, erasure or destruction of personal information.
- 4.6 “special personal information” – this is very sensitive personal information that requires stringent protection. Special personal information includes, but is not limited to, religious beliefs, political affiliations, race and ethnic origin, health, sex life and biometric information.
- 4.7 “secondary personal information” – this is personal information relating to third parties provided to us by our client’s or prospective client’s for the purposes of the provision of advertising and marketing services, including but not limited to, competitions, direct marketing, newsletters, lead generation and digital marketing.

5 COLLECTION OF PERSONAL INFORMATION

- 5.1 Wetpaint collects and receives personal information directly and indirectly from data subjects through various sources.
- 5.2 Information is collected by Wetpaint as follows:
 - 5.2.1 directly from the data subject;
 - 5.2.2 from clients or prospective clients’ who may seek Wetpaint’s assistance and/or services;
 - 5.2.3 from Wetpaint’s suppliers and service providers;
 - 5.2.4 from Wetpaint’s own records relating to its previous provision of assistance or responses to the data subject’s request for services.
- 5.3 Wetpaint will not collect personal information regarding a child except when the consent of the child’s parent or guardian is given.
- 5.4 Wetpaint will not collect personal information regarding an individual’s religious or philosophical beliefs, trade union membership, political opinions, health or sexual life unless permitted by law or with consent from the data subject.

6 PURPOSE SPECIFICATION

- 6.1 POPI requires that the data subject be informed of the purpose or reason for the collection of their data so that they may either give consent or refuse it. The purpose for which personal information is collected should be specified at the time the information

is being collected. In addition, any further use of the collected personal information should be compatible with the initial purpose of collection.

- 6.2 Wetpaint needs to collect personal information for the following purposes:
- 6.2.1 assessing, processing and entering into employee agreements. The terms of our employment contracts, employment policies, job adverts and applications will contain further detail;
 - 6.2.2 training and assessment purposes;
 - 6.2.3 confirming and verifying a prospective clients' credit worthiness, suitability as a client and identity. The terms of our credit application will contain further detail;
 - 6.2.4 assessing, entering into agreements with and payment of suppliers and service providers. The terms of our supply agreements will contain further detail;
 - 6.2.5 confirming and verifying a person's identity;
 - 6.2.6 providing personalised communication;
 - 6.2.7 providing advertising, marketing and media services to clients including customer relationship management, content creation, web development, production services, animation, competitions, direct marketing, lead generation, digital media, analytics, strategy and such other services as Wetpaint may offer from time to time. The terms of our standard Terms and Conditions, Service Level Agreements and Invoices will contain further detail;
 - 6.2.8 audit and record-keeping purposes;
 - 6.2.9 in connection with legal proceedings including debt collection;
 - 6.2.10 in connection with and to comply with legal and regulatory requirements or when it is otherwise allowed by law; and/or
 - 6.2.11 for a purpose that is ancillary to the above and for any other purpose for which consent is provided by the data subject.
- 6.3 This purpose will be explained to the data subject when the information is collected and they may then decide whether to grant Wetpaint consent to collect and process personal information or not.
- 6.4 In the event that Wetpaint seeks to use the information for another purpose which is different to the purpose for which the information was collected initially, then Wetpaint will contact the data subject to obtain their consent for further processing.

7 PROCESSING LIMITATION AND SHARING OF PERSONAL DATA

- 7.1 Wetpaint will ensure that the personal information collected from data subjects will be processed if, given the purpose for which it is processed, it is adequate, relevant and not excessive.
- 7.2 Furthermore, information will be collected directly from the data subject by Wetpaint or third parties authorised by Wetpaint only after consent from the data subject concerned.

- 7.3 Wetpaint will not process a data subject's personal information without consent unless:
- 7.3.1 it is necessary to carry out actions for the conclusion or performance of a contract to which the data subject is party;
 - 7.3.2 the processing complies with an obligation imposed on Wetpaint by law;
 - 7.3.3 the processing protects a legitimate interest of the data subject;
 - 7.3.4 the processing is in the public interest;
 - 7.3.5 the processing is necessary for pursuing Wetpaint's legitimate interests or the legitimate interests of a third party to whom the information is supplied.

8 CONSENT

- 8.1 Unless one of the additional conditions listed in paragraph 7.3 above applies, Wetpaint will not collect or process personal information without the consent of the data subject. Consent is normally sought explicitly by Wetpaint, however, there are also some actions and behaviour that may amount to consent. This includes signing an agreement or application or ticking a tick box on a form whether physical or online.
- 8.2 No person is compelled to consent to Wetpaint's collection or processing of their personal information, however a refusal to consent may result in a restriction of that person's participation in activities and opportunities coordinated by Wetpaint. Data subjects will be advised of the consequences of not giving consent to Wetpaint for the collection and processing of their personal information as required by law. Data subjects will be made aware that failure to give written consent will result in the data subject's record being invalid and not subject to any performance on the part of Wetpaint.
- 8.3 The procedure undertaken is that data subjects will be informed of the purpose for which information is being collected and thereafter prompted to give consent to having the information collected and processed. Once consent has been granted to Wetpaint the information will be collected and may only be used for the purpose for which the consent was obtained and purpose which are compatible with that initial purpose.
- 8.4 In the event that Wetpaint seeks to process a data subject's information for a different purpose to that which consent has been granted, additional consent will be sought for the further processing.
- 8.5 The data subject may withdraw or revoke his/her consent at any time. This withdrawal of consent must be communicated to the Information Officer in writing with reasonable notice. The withdrawal of consent is subject to the terms and conditions of any contract that is in place. Should the withdrawal of consent result in the interference of legal obligations, then the withdrawal will only be effective if Wetpaint agrees to same in writing. Wetpaint will inform the data subject of the consequences of the withdrawal where it will result in Wetpaint being unable to provide the requested information and/or services and/or financial or other benefits. The revocation of consent is not retroactive and will not affect disclosures of personal information that have already been made.

9 DISCLOSURE AND/OR DISTRIBUTION OF PERSONAL INFORMATION

- 9.1 Wetpaint will only use a data subject's personal information for business purposes and in a manner which is consistent with the purpose for which consent has been given.
- 9.2 In the case of personal information being collected indirectly or distributed to third parties, it will be used in line with the purpose for which the information was collected. No personal information will be disclosed or distributed to third parties unless the disclosure or distribution satisfies any of the conditions listed in paragraph 7.3 above, or prior consent or approval has been given by the data subject.
- 9.3 Wetpaint may also identify personal information and use it for research, surveys and communication in order to improve Wetpaint's offering. This will work solely to improve Wetpaint's operations and broader reach and is not information which can be directly attributed to one person in particular.
- 9.4 Wetpaint may nevertheless disclose data subjects' personal information where it is required to do so in terms of applicable legislation, or where it may be necessary in order to protect Wetpaint's rights.
- 9.5 In the event that Wetpaint does share personal information with a third party, it shall take all reasonable steps to ensure that the third party treats the information in a manner which is consistent with this Policy.

10 RETENTION OF PERSONAL INFORMATION

- 10.1 Where Wetpaint collects personal information for a specific purpose, it will not keep it for longer than is necessary to fulfil that purpose, unless:
 - 10.1.1 further retention is required by law;
 - 10.1.2 Wetpaint reasonably requires it taking into account the nature of the information and the purpose consented to;
 - 10.1.3 retention is required by a contract between the parties; and/or
 - 10.1.4 the data subject consents to further retention.
- 10.2 Once the purposes for collection have been fulfilled, the personal information may be destroyed in accordance with POPI.
- 10.3 In order to protect information from accidental or malicious destruction, when Wetpaint deletes information from its servers it may not immediately delete residual copies from its servers or remove information from its backup systems. Copies of correspondence that may contain personal information is stored in archives for record-keeping and back-up purposes only.
- 10.4 Where the law requires Wetpaint to keep personal information post its use for a specified period of time, all personal information will be kept securely for the duration specified by law.

11 SAFEGUARDS, SECURITY AND INCIDENT MANAGEMENT

- 11.1 Wetpaint strives to ensure the security, integrity and privacy of personal information submitted.
- 11.2 While no data transmission over the Internet can be guaranteed to be totally secure, Wetpaint will endeavor to take all reasonable steps to protect personal information submitted to it or via its online services.
- 11.3 The following methods of protection are in place to ensure that personal information disclosed to Wetpaint is protected:
 - 11.3.1 Wetpaint's internal server hard drives are protected by firewalls;
 - 11.3.2 Password protection is active on computers that may contain personal information thereby limiting access to authorised Wetpaint personnel only;
 - 11.3.3 Physical security measures are in place such as the limitation of access to the building. Only certain key employees are given access codes, and no-one is allowed to enter the premises without authorisation;
 - 11.3.4 Each manager is responsible for ensuring that the employees under his or her authority take note of the policies on the implementation and maintenance of document management.

12 THIRD PARTIES

- 12.1 Wetpaint makes use of a third party project management tool called Chase provided by Chase Software (Pty) Ltd, registration number 2015/410552/07, incorporated in the Republic of South Africa ("RSA") and our registered offices are at 10 Morris Street West, Rivonia, 2128 which provides access to certain personnel of personal information relating to clients and suppliers.
 - 12.1.1 If you are a client or supplier you hereby consent to the following information being used on the Chase platform for the purposes of better project management, client communication and billing;
 - 12.1.2 Wetpaint remains the responsible processor for any personal information used on the Chase site;
 - 12.1.3 The information on Chase is secured through the use of firewalls, encryption, updated anti-virus and malware processes and other security. You may read about the protection of your personal information on Chase's POPI and Privacy Policy here or the below link:

[www.chasesoftware.biz/wp-content/uploads/2018/06/C020%20-%20Chase%20Software%20Solutions%20Privacy%20Policy%20\(2018-06-18\).pdf](http://www.chasesoftware.biz/wp-content/uploads/2018/06/C020%20-%20Chase%20Software%20Solutions%20Privacy%20Policy%20(2018-06-18).pdf)
- 12.2 Wetpaint makes use of Mailchimp The Rocket Science Group, LLC, 675 Ponce de Leon Ave NE, Suite 5000, Atlanta, GA 30308 USA, a third-party bulk email service for our personal and client communication as well as providing certain advertising and marketing services to client's including but not limited to newsletters, competitions and direct marketing.

- 12.2.1 The Mailchimp accounts are used to load and manage client databases which contain Secondary personal information including but not limited to names and email addresses;
- 12.2.2 The Mailchimp accounts are password protected and accessible to Wetpaint employees who work on the accounts;
- 12.2.3 You may read about the protection of your personal information on Mailchimp's POPI and Privacy Policy here or the below link:

<https://mailchimp.com/legal/privacy/>
- 12.2.4 Wetpaint makes use of QuickBooks, an accounting software service, developed and owned by Intuit Inc, 2632 Marine Way, MS2675, Mountain View, CA 94043;
- 12.2.5 If you are a client, supplier or employee you hereby consent to the following information being used on QuickBooks for the purposes of payments, invoicing and billing: names, addresses, identification and registration numbers, tax numbers, banking details including account numbers. You specifically consent to Wetpaint sharing your bank account details with QuickBooks for this purpose;
- 12.2.6 QuickBooks is the data controller, however, Wetpaint remains the responsible person in respect of your personal information used on their service. Their services are encrypted and in line with South African and international data laws. You can read their privacy policy here:

<https://quickbooks.intuit.com/za/privacy/>.
- 12.2.7 Wetpaint's employees are obliged to respect the confidentiality of any personal information held by Wetpaint;
- 12.2.8 Third parties who provide these services are obligated to respect the confidentiality of any personal information;
- 12.3 Wetpaint's Administrator, whose contact details are provided below, is responsible for the encouragement of compliance with POPI.
- 12.4 Wetpaint will review and update its security measures in accordance with future legislation and technological advances.

13 ACCOUNTABILITY

- 13.1 The management and Information Officer of Wetpaint are responsible for administering and overseeing the implementation of this Policy and any applicable supporting guidelines and procedures.
- 13.2 Wetpaint remains responsible for all personal information collected and stored. This includes all and any information collected directly from a data subject and from any other source or authorised third parties.

14 DATA SUBJECT'S ACCESS TO AND CORRECTION OF PERSONAL INFORMATION

- 14.1 Data subjects have the right to be informed whether Wetpaint holds their personal information and to view any such personal information Wetpaint may hold. Furthermore, data subjects have the right to be informed as to how that information was collected and to whom their personal information has been disclosed.
- 14.2 Data subjects may at any time, request disclosed information by contacting Wetpaint's Administrator.
- 14.3 Information requested will be provided to a data subject within a reasonable time.
- 14.4 Data subjects are entitled to, at any time, inform Wetpaint of any changes to their personal information in the possession of Wetpaint. Upon receipt of any changes to personal information, Wetpaint will, within a reasonable period, update the personal information. Wetpaint relies largely on data subjects to ensure that their personal information is correct.
- 14.5 Data subjects have the right to ask Wetpaint to amend or delete their personal information on reasonable grounds.
- 14.6 Data subjects may be prompted periodically by a representative to update the personal information that Wetpaint holds. Failure to reply to the prompts to update personal information will result in the assumption that all information that is on Wetpaint's systems is accurate.

15 VIOLATIONS

Violations of this Policy and of POPI will be dealt with by the Information Regulator. A data subject who has a complaint against Wetpaint, either concerning its conduct or this Policy, may refer a complaint to the Information Regulator in terms of sections 63(3) and 74 of POPI.

16 EFFECTIVE DATE

This Policy is effective as of 1 February 2019.

17 QUERIES AND OBJECTIONS:

The details of Wetpaint's Administrator are as follows:

- Name: Kerry Whyte
- Telephone number: 011 706 7270
- Fax number: 086 613 9031
- Physical address and Postal address: 26 Peter Place College House Sandton 2146
- Website: www.wetpaint.co.za

All questions and queries relating to personal information must be directed the Information Officer using the contact information listed above. The Information Regulator has issued the following useful forms for applications for information and granting forms of consent which may be useful for you: <http://www.justice.gov.za/inforeg/docs/InfoRegSA-RegulationsDraft-Aug2017.pdf>

18 AMMENDMENTS TO THE POLICY

- 18.1 Wetpaint will amend this policy periodically.
- 18.2 Data subjects are advised to check Wetpaint's website periodically to ascertain whether any changes have been made.