

## **Terms and Conditions**

Effective as of 06 August 2019

### **INTRODUCTION**

Please read these Terms and Conditions ("Terms", "Conditions" and/or "Terms and Conditions") carefully before accessing, using or obtaining any materials, information or services on the TopicWorx website, respective client websites, the TopicWorx Mobile Alerts mobile application or any other feature or other TopicWorx platform (collectively "Services") operated by TopicWorx Proprietary Limited ("TopicWorx").

**By accessing and using the Services, you accept and agree to be bound by the terms, conditions and provisions of this agreement. In addition, when using these particular Services, you shall be subject to any posted guidelines and/or rules applicable to such Services. If you do not agree to abide by the above, please do not utilise the Services.**

### **PRIVACY POLICY**

TopicWorx believe that privacy is important to the success and use of the Services. This statement sets forth the TopicWorx policy and describes the practices that we will follow with respect to the privacy of the information of users of the Services. Should you have any queries regarding this policy or our practices, please call us on 012 140 2060.

#### **What Personal Information We Collect**

TopicWorx collects your personal information online when you voluntarily provide it to us or your current employer provides the information. Should you wish to register on the TopicWorx Mobile Application, we ask you to provide limited personal information, such as your name, telephone number and work email address. Please note that the application also requires your GPS location to be fully functional. If your current employer registers you, we ask your employer to provide us with limited personal information, such as your name and work email address. We also collect information that will allow you to establish a username and password.

#### **How We Use Personal Information Collected as a Result of Our Services**

##### **Internal Uses**

We may use your personal information within TopicWorx: (1) to provide you with the Services you request; (2) to answer questions about our Services and/or solve issues that you may experience with the Services; and (3) to follow up regarding information that has been voluntarily provided in the reporting feature of the Services.

##### **Disclosure of Personal Information to Third Parties**

We will not disclose any personal information to any third party (excluding your current employer to verify that you have the clearance to receive the information provided on the Services), unless (1) you have authorised us to do so; (2) we are legally required to do so - for example, in response to a subpoena, court order or other legal process and/or, (3) it is necessary to protect our property rights related to the Services. We also may share aggregate, non-personal information about application usage with unaffiliated third parties. This aggregate information does not contain any personal information about our users.

## **How We Protect Information Online**

We exercise great care to protect your personal information. This includes, amongst other things, using industry standard techniques such as firewalls, encryption, and intrusion detection. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. This is especially true for information you transmit to us via email since we have no way of protecting that information until it reaches us since email does not have the security features that are built into our Services.

In addition, we limit TopicWorx' employees and contractors' access to users' personal information. Only those employees and contractors with a business reason therefor will have access to this information. We educate our employees about the importance of maintaining confidentiality of customer information.

We review our security arrangements from time to time as we deem appropriate.

## **How Can You Help Protect Your Information?**

If you are using the Services for which you have registered and choose a password, we recommend that you do not divulge your password to a third party. We will never ask you for your password in an unsolicited phone call or in an unsolicited email.

## **Protection of Personal Information Act (POPI Act or POPIA)**

TopicWorx have complied with the Protection of Personal Information Act (POPI Act or POPIA) as set forth by the Information Regulator regarding the collection, use, and retention of personal information. For more information on the POPI Act, please visit <http://www.justice.gov.za/infoereg/index.html>.

## **Links to Other Sites**

We want to provide users of our Services with valuable information, services and products. Featured programs and other site content within the Services may link our users to third party sites. TopicWorx does not control this and is not responsible for practices of any third-party websites.

## **Note**

From time to time, we may change this privacy statement. For example, as we update and improve our Services, new features may require modifications to the privacy statement. Accordingly, please check back periodically.

## **DISCLAIMER**

Information is obtained from a multitude of databases, record-keeping systems and other sources of which TopicWorx and/or its suppliers have no control as these are fallible, electronic and human sources. There can be absolutely no warranty expressed or implied as to the accuracy, completeness, timeliness, or availability of the information, nor to the fitness for the purpose of the recipient of such information. TopicWorx shall not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available via the Services, and shall not be responsible or liable for any errors or omissions that may or may not result in any form of damages to the User.

Take note that information will only be provided during TopicWorx office hours and may depend on the agreed upon agreement between TopicWorx and the Client.

## **COPYRIGHT**

Services and its original content, features and functionality as well as logos, graphics, page designs, scripts and service names are owned by TopicWorx and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Use of the Service does not provide the legal right to distribute any information provided by the Service without prior consent from TopicWorx.

The information provided with the Services is confidential and is legally privileged. It is intended solely for the addressee/s. Access to the Services by anyone other than the addressee/s is unauthorised. If you are not the intended recipient, any disclosure, copying, distribution, or action taken or omitted in reliance on it is prohibited and may be unlawful. Information provided on the Services may not be reproduced or distributed to anyone without the prior consent of the originator. Unauthorised disclosure or action based on this information is strictly forbidden.

## **TERMINATION**

We may terminate your access to the Services, without cause or notice, which may result in the forfeiture and destruction of all information associated with your account. All provisions of this Agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

## **UPDATES OF TERMS AND CONDITIONS**

TopicWorx reserves the right to change these terms and conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our Services platforms. If there are any changes in how we use our customers' Personally Identifiable Information, notification by email will be made to those affected by the change. Any changes to our privacy policy will be posted on our Services platforms 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

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