



UNICORN GLOBAL

ANNEXURE C: DATA PROTECTION AND PRIVACY POLICY

In order for the Service Provider ("us/we") to be able to provide Services to the Subscriber ("you/your"), we must process Authorised User Data on your behalf, as defined in the Development Subscription Service Agreement and the Protection of Personal Information Act 4 of 2013 ("POPI").

- 1.1. **Definitions** The terms used in this document are the same as the ones defined in clause 1 of your Development Subscription Service Agreement ("*the Agreement*").
- 1.2. **Consent** You warrant that you have obtained all the required consents for your Authorised User Data to be processed by us on your behalf as may be required in terms of POPI.
- 1.3. **Compliance** In order to ensure you remain compliant you must adhere to certain security and privacy requirements specified by us, as well as any that may be required by legislation, regulation or relevant industry body, whether within the Republic of South Africa or elsewhere in the world.
- 1.4. **Notification** If we become aware of or suspect any unauthorised access, loss or unlawful usage of your Authorised User Data we will notify you as soon as possible and will take appropriate steps to help you mitigate the compromise or loss of any Authorised User Data.
- 1.5. **Protection** For your protection, and only when in your best interest, we may refuse to process certain Authorised User Data on your behalf, with clear reasoning, and only if we believe that the processing of your Authorised User Data in the manner requested by you could cause you to be in violation of this policy or any other applicable law.
- 1.6. **Requests to Destroy** We will destroy any of your Authorised User Data if requested by you, or any Authorized Users own Authorized User Data if requested by them, provided that such request is confirmed to be in accordance with any retention, destruction or purging requirements that may be prescribed by us or the law.
- 1.7. **Indemnity** You indemnify and holds us harmless against any damages or losses of whatsoever nature suffered as a result of a breach of the obligations set out herein