

PRIVACY POLICY

Last updated [5 December 2023]

Note about important clauses

If you are a consumer, as defined in the Consumer Protection Act 68 of 2008 (“Consumer Protection Act”), we have a duty to point out certain important terms to you. The paragraphs which contain these important terms and reasons why they are important are set out below.

LIMITATION OF RISK, LEGAL RESPONSIBILITY AND LIABILITY. Clauses 10, 13 and 17 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. As a result of these clauses, your rights and remedies against us are limited and excluded. These clauses also limit and exclude your right to recover or make claims for losses, damages, liability or harm you or others may suffer.

ASSUMPTION OF RISK, LEGAL RESPONSIBILITIES AND LIABILITY BY YOU. Clauses 13 and 17 are important because you take on risk, legal responsibilities and liability. As a result of these clauses, you may also be responsible for claims and other amounts. You will also be responsible for, and you accept, the various risks, damages, harm, and injury which may be suffered by you and others for what is stated in these clauses. These clauses waive your rights, and as a result, we may not have to perform our duties and you may not become aware of information that you may need to protect yourself.

ACKNOWLEDGEMENTS OF FACTS BY YOU. Clauses 2, 7 and 8.2 are important because they each contain statements which are acknowledgements of fact by you. You will not be able to deny that the statements are true. We may take action against you and may have claims against you as a result of these statements. You will not be able to take any action against us if you suffer harm as a result of these statements.

1. INTRODUCTION AND SCOPE

- 1.1 Milk Producers’ Organisation (“**MPO**” or “**we**” or “**us**” or “**our**”) strives to ensure that our use of Personal Information of users of the Service is lawful, reasonable, and relevant to our business activities, with the ultimate goal of improving our offerings, the Service and your experience.
- 1.2 This Service Privacy Policy (this “**Privacy Policy**”) sets out what we will do with any Personal Information (defined in paragraph 3.1 below) we collect from or about you, or that you provide to us, when you use the Service (which we also refer to in this Privacy Policy as the “**Service**”). Please read this Privacy Policy carefully to understand our views and practices regarding your Personal Information and how we will treat it.

2. YOU CONSENT TO THE PROCESSING OF YOUR PERSONAL INFORMATION ON THE TERMS AND CONDITIONS SET OUT IN THIS PRIVACY POLICY

- 2.1 When a person (“user”, “you”, or “your”) installs, downloads, accesses and/or uses the Service or any of the case law, legislation, regulations, articles, presentations and other materials which we make available on the Service (“**Content**”), you are also agreeing to this Privacy Policy. If you do not agree to this Privacy Policy, you must not, and you are not allowed, to install, download, access or use the Service or the Content.
- 2.2 By agreeing to this Privacy Policy, you provide us with your express consent and agreement that we may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, analyse, use and share your Personal Information in the ways set out in this Privacy Policy. When we do one or more of these actions with your Personal Information, we are “**Processing**” your Personal Information. The word “**Process**” has a corresponding meaning.

3. WHAT IS PERSONAL INFORMATION?

- 3.1 “**Personal Information**” refers to private information about an identifiable person, which includes your name and surname, contact details (e.g. your email address).
- 3.2 Other information which might be “**Personal Information**” may include:
- 3.2.1 “**Access Device and Access Device event information**”: We may collect information such as your IP address, unique device identifier, the nature of the devices (“Access Device”) which you use to install, download, access or use the Service (e.g. a tablet or computer or smart phone, and which type thereof), the geographic locations from which you installed, downloaded, accessed or used the Service (i.e. the geographic location of your Access Device), hardware model

and settings, operating system type and version, browser language, system activity, crashes;

- 3.2.2 **“log information”**: When you install, download, access or use the Service, we may automatically collect and store certain information in server logs (i.e. our web servers automatically record and maintain a log of your activities), which may include your “activity information”, such as details of who, when and for how long you accessed the Service, what features you utilised, what Content you accessed, the amount of Content viewed, the frequency that you viewed Content, the order or sequence in which you viewed Content, and the amount of time spent on the Specific Content;
- 3.2.3 **“location information”**: We may use various technologies to determine your actual location, such as geographical data from your Access Device (which is usually based on the IP location); and
- 3.2.4 **“unique application number”**: Certain services include a unique application number. This number and information about your installation (for example, the operating system type and application version number) may be sent to us when you install or uninstall such a service or when that service periodically contacts our servers, such as for automatic updates.

4. WHEN WILL WE PROCESS YOUR PERSONAL INFORMATION?

- 4.1 In addition to paragraph 5 below, Personal Information may be Processed by us in several ways, including when:
 - 4.1.1 we/you install and download the Service or the Content of your Access Device;
 - 4.1.2 you register to use the Service;

- 4.1.3 you access, browse or make use of the Service or the Content;
- 4.1.4 you submit your Personal Information to us for any other reason;
and
- 4.1.5 you contact us, by email or telephonically, with any queries or by posting a question through the Service.

5. HOW WE COLLECT YOUR PERSONAL INFORMATION

5.1 We collect your Personal Information in two ways, namely:

- 5.1.1 Actively from you; and
- 5.1.2 Passively from your Access Device when you use the Service.

5.2 Active collection from you:

- 5.2.1 We may require you to submit certain information in order for you to register to use the Service or when you communicate directly with us, for example via email, feedback forms, comments and queries;
- 5.2.2 If you contact us, we may keep a record of that correspondence;
- 5.2.3 The information we may actively collect from you may include your:
 - 5.2.3.1 identifying information (e.g. your name, surname);
 - 5.2.3.2 contact details (e.g. mobile number and email address);
and
 - 5.2.3.3 any other information which we may request from you from time to time.

5.3 Passive collection from your Access Device:

- 5.3.1 We passively collect some of your Personal Information from the Access Device which you use to access and navigate through the Service, using various technological means, for instance, using server logs to collect and maintain log information;
- 5.3.2 The information which we may passively collect from your Access Device may include your identifying information, contact details, Access Device and Access Device event information, activity information, log information, location information, unique application numbers, and any other information which you permit us, from time to time, to passively collect from your Access Device.

6. **HOW WE USE YOUR PERSONAL INFORMATION**

- 6.1 We Process the Personal Information we collect to provide, maintain, and improve the Service and the Content, to develop new services, and to protect us, our services and our users. We also wish to improve our users' experience, and so we also use the Personal Information we collect for this purpose.
- 6.2 We may also use your Personal Information:
 - 6.2.1 to retain and make information and the Content available to you on the Service;
 - 6.2.2 to create your user account and allow use of the Service Content;
 - 6.2.3 maintain and update our customer, or potential customer, databases;
 - 6.2.4 to establish and verify your identity on the Service;

- 6.2.5 diagnose and deal with technical issues and customer support queries and other user queries;
- 6.2.6 operate, administer, maintain, secure and develop the Service and the performance and functionality of the Service;
- 6.2.7 detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorised use of the Service and/or contravention of this Privacy Policy or the Terms of Use that applies to the Service;
- 6.2.8 communicate with you and keep a record of our communications with you and your communications with us;
- 6.2.9 inform you about any changes to the Service, the Service Terms of Use, this Privacy Policy or other changes which are relevant to you;
- 6.2.10 to create user profiles and to analyse and compare how you and other users make use of the Service and the Content and which Content you and other users make use of, including (without limitation) habits, click-patterns, preferences frequency and times of use, trends and demographics;
- 6.2.11 to analyse and compare the kinds of Access Devices that you and other users make use of and where you are using them; and
- 6.2.12 for other purposes relevant to our business activities, provided they are lawful.

7. COMPULSORY INFORMATION AND CONSEQUENCES OF NOT SHARING WITH US

Only your email address, name and surname and mobile number constitute compulsory information. Device and Device event information, log information and

unique application numbers, as detailed in clause 3.2 above, are automatically collected. All other information is optional. If you do not agree to share your compulsory information with us or the information that is automatically collected, then you must end your use of the Service in the way set out in the Service Terms of Use.

8. SHARING OF YOUR PERSONAL INFORMATION

8.1 We will not intentionally disclose, for commercial gain or otherwise, your Personal Information other than as set out in this Privacy Policy or with your permission;

8.2 Your Personal Information may be shared and distributed by us under the following circumstances:

8.2.1 to our consultants, agents, advisers, service providers and suppliers which have agreed to be bound by this Privacy Policy;

8.2.2 to our employees, suppliers, service providers and agents if and to the extent that they need to know that information in order to process it for us and/or to provide services for or to us, such as hosting, development and administration, technical support and other support services relating to the Service or the Content. We will authorise any information processing done by a third party on our behalf, amongst other things by entering into written agreements with those third parties governing our relationship with them and containing confidentiality and non-disclosure provisions;

8.2.3 in order to enforce or apply the Service Terms of Use or any other contract between you and us;

8.2.4 in order to protect our rights, property or safety or that of our customers, employees, contractors, suppliers, service providers, agents and any other third party;

- 8.2.5 in order to mitigate any actual or reasonably perceived risk to us, our customers, employees, contractors, agents or any other third party; and/or
- 8.2.6 to governmental agencies, exchanges and other regulatory or self-regulatory bodies if we are required to do so by law or if we reasonably believe that such action is necessary to:
 - 8.2.6.1 comply with the law or with any legal process;
 - 8.2.6.2 protect and defend the rights, property or safety of us, the partners that comprise MPO as a partnership, or our customers, employees, contractors, suppliers, service providers, agents or any third party;
 - 8.2.6.3 detect, prevent or deal with actual or alleged fraud, security or technical issues or the abuse, misuse or unauthorised use of the Service and/or contravention of this Privacy Policy;
 - 8.2.6.4 protect the rights, property or safety of members of the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we may proactively disclose such information to the appropriate regulatory bodies and/or commercial entities).

9. STORAGE AND TRANSFER OF YOUR PERSONAL INFORMATION

- 9.1 We store your Personal Information on our services or those of our service providers.
- 9.2 We reserve the right to transfer to and/or store your Personal information on servers in a jurisdiction other than where it was collected or outside of South

Africa, and such jurisdiction may not have comparable data protection legislation.

- 9.3 If the location that Personal Information is transferred to or stored does not have substantially similar laws which provide for the protection of Personal Information, we will take reasonably practicable steps to ensure that your Personal Information is adequately protected in that jurisdiction.

10. SECURITY

- 10.1 We take reasonable technical and organisational measures to secure the integrity of retained information, using accepted technological standards to prevent unauthorised access to or disclosure of your Personal Information, and protect your Personal information from misuse, loss, alteration or destruction.
- 10.2 From time to time, we review our information collection, storage and processing practices, including physical security measures, to keep up to date with good practise.
- 10.3 Even by taking the above measures when Processing Personal Information, we do not guarantee that your Personal Information is 100% secure.

11. RETENTION OF YOUR PERSONAL INFORMATION

- 11.1 We may keep and Process some or all of your Personal Information if and for as long as:
- 11.1.1 we are required or permitted by law or a contract with you to keep or Process it;
 - 11.1.2 we reasonably need it for lawful purposes related to our functions and activities;

11.1.3 we reasonably need it for evidentiary purposes; or

11.1.4 you agree to us keeping it for a specified further period.

12. KEEPING YOUR PERSONAL INFORMATION UPDATED AND CORRECT

12.1 Where required by law, we take reasonable steps to ensure that your Personal Information is accurate, complete, not misleading, and up to date.

12.2 You must let us know if any information we have about you is incorrect, incomplete, misleading or out of date, by notifying us at the contact details set out in clause 20 below.

13. YOU GIVE UP YOUR RIGHTS

13.1 You agree that where the law requires us to make you aware of something (to inform or notify you) or to do something else, we do not have to do this. This only applies as far as the law allows this.

13.2 For example, sometimes the law says that we have a duty to make you aware of some information or other matters, unless you specifically agree otherwise that we are not required to disclose this to you (this is called a waiver of rights). Because you agree to this, we will not have this duty anymore and will not need to make you aware of the information or other matters.

14. CHANGES TO THIS PRIVACY POLICY

14.1 We may, at any time, change this Privacy Policy and will take reasonably practical steps to inform you of the changes. Without limiting the ways we may inform you, we may inform you either by sending you an email (if you give us your email address when you register to use the Service), or by placing a pop-up notification on the login page of the Service before you sign-in.

- 14.2 If you do not agree to the changes to this Privacy Policy, you must end your use of the Service in the way set out in the Service Terms of Use.

15. CHILDREN

The Service is not targeted at people under the age of 18. We will not knowingly collect information from persons in this age group without permission to do so.

16. DIRECT MARKETING

- 16.1 When you register to use the Service, you agree to receive marketing communications from us.
- 16.2 You may refuse to accept, require us to discontinue, or pre-emptively block any approach or communications from us if that approach or communication is primarily for the purpose of direct marketing (“**direct marketing communications**”).
- 16.3 You may opt out of receiving direct marketing communications from us at any time by requesting us (in the manner set out in the communication or by contacting us at the contact details set out in clause 20) to desist from initiating any direct marketing to you. If you wish to opt out of receiving direct marketing communications which are sent to you through the Service, then you will need to end your use of the Service in the way set out in the Service Terms of Use.
- 16.4 If you have opted out, we may send you written (which may include electronic writing) confirmation of receipt of your opt out request, and not send you any further direct marketing communications.

17. THIRD PARTY SITES

- 17.1 This Privacy Policy does not apply to the other parties' websites, products or services, such as websites linked to, from or advertised on the Service or

sites which link to or advertise the Service. We are not responsible for the privacy practices of such third party websites.

- 17.2 We advise you to read the privacy policy of each third party website and determine if you agree to the privacy practices and policies of such third party websites.

18. CONSUMER PROTECTION ACT AND PROTECTION OF PERSONAL INFORMATION ACT

- 18.1 If any part of this Privacy Policy is regulated by or subject to the Consumer Protection Act, No. 68 of 2008 (“**CPA**”) or the Protection of Personal Information Act, No. 4 of 2013 (“**POPI**”) or the General Data Protection Regulation of the European Union 2016/679 (“**GDPR**”), it is not intended that any part of this Privacy Policy contravenes any provision of the CPA or POPI or GDPR , as the case may be. Therefore, all provisions of this Privacy Policy must be treated as being qualified, to the extent necessary, to ensure that the provisions of the CPA and POPI or GDPR are complied with.

- 18.2 No provision of this Privacy Policy (or any contract governed by this Privacy Policy):

18.2.1 does not purports to limit or exempt us or any person or entity from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

18.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

18.2.3 limits or excludes any warranties or obligations which are implied into this Privacy Policy (or any contract governed by this Privacy

Policy) by the CPA or POPI or GDPR (to the extent they are applicable) or which we give under the CPA or POPI or GDPR (to the extent they are applicable), to the extent that the law does not allow them to be limited or excluded.

19. GOVERNING LAW

19.1 South African law applies to this Privacy Policy.

19.2 Subject to clause 18, if any provision of this Privacy Policy is judged to be illegal, void or unenforceable due to applicable law or by order of a court of a competent jurisdiction it shall be deemed deleted and the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

20. QUERIES AND CONTACT DETAILS

If you have questions about our Privacy Policy or wish to contact us, please contact us at info@mpo.co.za.