

# PRIVACY POLICY



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## **1. INTRODUCTION**

Welcome to the **C & F TECHNOLOGIES CC** website, <u>http://www.flowmeters.co.za</u> ("the website"). The purposes of the website are:

1.1 to provide information about **C & F TECHNOLOGIES CC.** 

Please read this privacy policy ("Privacy Policy") carefully as it describes our collection, use, disclosure, retention, and protection of your personal information. This Privacy Policy applies to any website, application or service which references this Privacy Policy. Where you provide us with or we collect your personal information in any of the ways described in section 2 below, you agree that we may collect, store and use it: (a) in order to respond to your requests or enquiries; (b) based on our legitimate interests for processing such as for internal administrative purposes, data analytics, and direct marketing; or (c) based on your consent, which you may withdraw at any time, as described in this Privacy Policy.

All references to "the Company", "we", "us" and "our" in these terms and conditions are deemed to refer to **C & F TECHNOLOGIES CC**.

All references to "you" and "your" and "data subject" are deemed to refer to any user and/or visitor of http://www.flowmeters.co.za ("Website").

This Privacy Notice may be relevant to you even if you are not a customer of ours, and have never used a website, application, or service of ours. We may have your personal information because we have received it from a user of a website, application, or service of ours.

The Company permits the use of this Website subject to the Terms and Conditions ("**Terms and Conditions**"). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.

The website is maintained by	The website is hosted by
	and is located within the Republic of South Africa.

## 2. HOW WE COLLECT INFORMATION

To the extent permissible under applicable law, we collect information about you and any other party, if applicable, whose details you provide to us when you:

- 2.1 Complete online forms (including call back requests), take part in surveys, post on our message boards, enter any competitions, or participate in any other interactive areas that appear on our website or within our application or services;
- 2.2 Interact with us using social media;
- 2.3 Interact with us through our chatbots;
- 2.4 Provide your contact details to us when registering to use or accessing any websites, applications, or services we make available or when you update those details;
- 2.5 We will also collect your information where you only partially complete and/or abandon any information inputted into our website and/or other online forms and may use this information to contact you to remind you to complete any outstanding information and/or for marketing purposes; and
- 2.6 If you provide us with personal information about someone else, you are responsible for ensuring that you comply with any obligation and consent obligations under applicable POPI data protection laws in relation to such disclosure. In so far as required by applicable data protection laws, you must ensure that you have provided the required notices and have obtained the individual's explicit consent or otherwise have a legal basis to provide us with the information and that you explain to them how we collect, use, disclose and retain their personal information or direct them to read our Privacy Policy.

#### 3. USE OF THE WEBSITE

- 3.1 You agree that your use of this website is for lawful purposes only. You agree that you will not use this website for any unlawful purpose, including but not limited to: the commission of a criminal offence; to gain unauthorized access to other computer systems; or for the transmission of unlawful material.
- 3.2 You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.

## 4. HOW WE USE YOUR INFORMATION

To the extent permissible under applicable law, we use your information to:

- 4.1 Provide any information and services that you have requested or services that you have made use of;
- 4.2 Provide, maintain, protect and improve any services and information that you have requested from us;
- 4.3 Manage our relationship with you (for example, customer services and support activities);
- 4.4 Monitor, measure, improve and protect our content, website, and services and provide an enhanced, personal, user experience for you;
- 4.5 Provide you with any information that we are required to send you to comply with our regulatory or legal obligations;
- 4.6 Comply with any other of our regulatory or legal obligations;
- 4.7 Detect, prevent, investigate or remediate, crime, illegal or prohibited activities or to otherwise protect our legal rights (including liaison with regulators and law enforcement agencies for these purposes);
- 4.8 Contact you to see if you would like to take part in our customer research (for example, feedback on your use of our services);
- 4.9 Deliver targeted advertising, marketing (which may include in-product messaging) or information to you which may be useful to you, based on your use of our applications and services, and on condition that you have "opted-in" for this. You will have the option to unsubscribe from this should you not wish to receive such information;
- 4.10 Provide you with location-based services (for example, advertising and other personalised content), where we collect geo-location data.

#### 5. DISCLAIMER

- 5.1 While the Company takes reasonable measures to ensure that the contents of this Website are accurate and complete, **C & F TECHNOLOGIES CC** makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.
- 5.2 **C & F TECHNOLOGIES CC** does not accept any responsibility for any errors or omissions on this Website.

- 5.3 All information provided on this website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- 5.4 In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

#### 6. LEGAL

This website is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the relevant High Court closest to Kokstad, in the event of any dispute.

## 7. PRIVACY

- 7.1 We respect the privacy of all visitors to this site. You may use this site without providing any personal information. However, so that we can continually assess the popularity of the site and improve it for our visitors, we collect information on the number of visits to the site, pages viewed etc.
- 7.2 You may choose to provide additional personal information to us, or update the personal information held by **C & F TECHNOLOGIES CC**, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 7.3 The purposes for which we will use your personal information are as stated in section 2 above titled "How we use your information".
- 7.4 C & F TECHNOLOGIES CC will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is required in order to comply with applicable law, order of court or legal process served on C & F TECHNOLOGIES CC; and/or disclosure is necessary to protect and defend the rights or property of C & F TECHNOLOGIES CC.

- 7.5 We will be entitled to disclose your personal information to those of our employees and/or third-party service providers who assist us to interact with you via our website or email, and thus need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third-party service providers having access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information.
- 7.6 We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.
- 7.7 We will treat your personal information as strictly confidential; take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access; promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information; provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and upon your request, promptly return or destroy any and all of your personal information in our possession or control.
- 7.8 If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than C & F TECHNOLOGIES CC. C & F TECHNOLOGIES CC shall NOT be liable for any loss or damage, however arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information. It is your responsibility to always ensure that you read the privacy policy of any third party.

#### 8. COOKIES

- 8.1 This Website makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a website can use to recognize repeat users, facilitate the user's ongoing access to and use of a website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content.
- 8.2 The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. Please note however that cookies may be necessary to provide you with certain features available on our website, and

thus if you disable the cookies on your browser you may not be able to use those features, and your access to our Website will therefore be limited.

#### 9. COPYRIGHT

**C & F TECHNOLOGIES cc** retains copyright in the website and all current and future content that is displayed on the website, which is not owned by third parties. In terms of a limited license, granted for general use, **C & F TECHNOLOGIES cc** grants you, the user, subject to these terms and conditions, a non-exclusive, non-transferable, limited and revocable right to access, display, use, download and otherwise copy the current and future content of the website for your personal, non-commercial and informational purposes only. The website owner grants the user the permission to copy and distribute the information from the website provided that it notifies the webmaster of such use and provided that the source of the information is acknowledged by reference to the source. The website and content may not be reproduced, duplicated, copied, resold or otherwise exploited for any commercial purpose without the express, prior written consent of **C & F TECHNOLOGIES cc**.

#### 10. CONTACT US

If there are any questions regarding our Privacy Policy, you may contact us using the information below.

#### C & F TECHNOLOGIES CC

Contact Person:	YURI GILL
Contact Number:	011 792 4588
Email:	sales@flowmeters.co.za



#### **REVIEW REGISTER**

This policy is to be reviewed annually. Any amendments must be indicated on the document review register and relevant staff members must be informed of any updates.

Review Date	
Comments / Amendments	
Next Review Date	
Responsible Person Signature	

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Comments / Amendments	
Next Review Date	
Responsible Person Signature	