

PRIVACY POLICY

Effective Date: 25 April 2020

Bedfordview Safety Forum (“BSF”, “we”, “us”, or “our”) is committed to protecting the personal information that you provide to us, and in accordance with the provisions of the Protection of Personal Information Act No 4 of 2013 (“POPI”) and recognise the importance of being clear about how we intend to use it. Please read this privacy policy carefully. Please note in particular the parts that are in italic writing as these parts might limit our risk or liability, require you to assume risk and liability for certain issues, or to acknowledge certain facts.

By interacting with us through this site you agree and acknowledge that although we maintain reasonable administrative, physical and technical measures to protect the confidentiality and security of your personal information. Unfortunately, no site is completely secure. Therefore, we cannot guarantee that your personal information will not be disclosed, misused or lost by accident or by the unauthorized acts of others and we expressly disclaim all liability arising therefrom.

Our Privacy Policy describes our practices and policies regarding information that you may provide to us or that we may collect from you, and how we may use and store this information.

We collect certain information through our website, located at www.bedfordviewsafetyforum.org.za (“**Website**”), and from our products or related services. This Privacy Policy is incorporated into and considered part of any of our agreements that references this Privacy Policy (“**Agreement**”).

1. Introduction and scope

- 1.1. This Privacy Policy, which must be read together with our Website terms and conditions as seen above. (“Terms”), sets out the basis on which any Personal Information (defined in Clause 3) we collect from you, or that you provide to us, will be collected, used, stored and processed by us when you use the Website and/or the Services. Unless defined elsewhere, terms in this Privacy Policy shall bear the same meaning ascribed to them in the Terms.
- 1.2. Please read this Privacy Policy carefully to understand our views and practices regarding your Personal Information and how we will treat it.
- 1.3. BSF is committed to protecting and respecting your privacy. We strive to ensure that our use of your Personal Information is lawful, reasonable, and relevant to our volunteer activities, with the goal of improving our services and your experience.

2. Your agreement to the terms of the Privacy Policy

- 2.1. By using the Website or otherwise agreeing to the Terms you agree to be bound by this Privacy Policy and 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, use and share your Personal Information in the ways set out in this Privacy Policy. When we do one of more of these actions with your Personal Information, we are “Processing” your Personal Information.
- 2.2. If you do not agree with this Privacy Policy or are concerned about any aspect as it relates to your Personal Information, please do not continue to use the Website. Clause 2 has important legal consequences for you. In this paragraph, you expressly give your permission to us to collect, collate, process, share and use your Personal Information in the manner and for the purposes set out in this Privacy Policy. By doing this, you know and accept that you are giving up certain parts of your right to privacy. You will not be able to take any action against us for using your Personal Information in a manner for which you have granted your consent, even if you suffer loss or damage.
- 2.3. What does this Privacy Policy apply to?
 - 2.3.1. This Privacy Policy applies to us, and our successors-in-title; and
 - 2.3.1.1. you, namely a person who:
 - 2.3.1.1.1. browses, uses, accesses, refers to, views and/or downloads the information made available by us on the Website (“Content”) and/or makes any information available to us via the Website; and/or

2.3.1.1.2. is or has applied to be part of our volunteer programme (“Volunteer”).

regardless of the device which you use to access the Website, including, but not limited to, internet-connected mobile devices and tablets (“Access Device”).

2.3.2. This Privacy Policy does not apply to other third-party websites, products or services, linked to from, or advertised on the Website.

3. What is Personal Information?

- 3.1. “Personal Information” refers to private information about an identifiable person, which includes your name and surname, age, date of birth, contact details (e.g. your home address, postal address, e-mail address or phone number), physical location, social media account details and profile pictures.
- 3.2. Other information which might be Personal Information may include:
 - 3.2.1. “Access Device and Device event information”: We may collect information such as your IP address, unique device identifier, the nature of the Access Device which you used to access the Website (e.g. a tablet or smart phone), the geographic location from which you accessed our Website (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 use the Website, we may automatically collect and store certain information in server logs (i.e. our web servers automatically record and maintain a log of their activities when users access the Website , which may include your “site activity information”, such as details of how, when and for how long you accessed the Website , what links you went to, what Content you accessed, the amount of Content viewed and the order of that Content and the amount of time spent on the specific Content;
 - 3.2.3. “profile information”: We may collect and process information and data usage per profile to make targeted recommendations to that profile when logged in to using the Website;
 - 3.2.4. “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 GPS or IP location);
 - 3.2.5. “Volunteer Information”: Volunteers must provide an email address, name, surname, company name, contact number, business address, job title and location in order to submit a query (“Query”).
- 3.3. Some of the information we receive is Personal Information, and some is non-personal information that becomes personal. In some circumstances we will de-identify, anonymise or segregate information so that we may make use of it in aggregate form without treating it as Personal Information.

4. When will we process your Personal Information?

- 4.1. In addition to Clause 5 below, Personal Information may be processed by us in several ways, including, when:
 - 4.1.1. you access, browse or make use of the Website, and/or the Services;
 - 4.1.2. you stream, access or make use of the Content;
 - 4.1.3. we provide the Service to you;
 - 4.1.4. you log a Query or access your Volunteer Account/Shifts;
 - 4.1.5. you contact us, by email;
 - 4.1.6. we carry out demographic research;
 - 4.1.7. you sign up for our newsletters (“Newsletters”) and/or enter into any competitions or promotions (“Competitions”) which we may run; and
 - 4.1.8. you submit your Personal Information to us for any other reason or authorise third parties to do so.

5. How we collect your Personal Information

- 5.1. We collect your Personal Information in various ways, namely actively from you, passively from your Access Device when you use the Website or from our affiliates and third-party service providers.
- 5.2. Active collection from you
 - 5.2.1. If you contact us, we may keep a record of that correspondence.

- 5.2.2. The Personal Information we may actively collect from you may include your identifying information (e.g. your name, surname, and physical location), contact details (e.g. e-mail address and phone number).
- 5.2.3. We may require you to submit certain information in order for you to submit a Membership Query or to access your Membership Account online, including, but not limited to your company name, contact number, business address, job title and location.
- 5.2.4. We may require you to submit certain information in order for you to sign up for our Newsletters and/or enter into any Competitions, including but not limited to your name, email address, and location.
- 5.3. 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 the Website using various technological means, for instance, using server logs to collect and maintain log information.
 - 5.3.2. We also use cookies and anonymous identifiers which enable our computer system to recognise you when you next visit the Website to distinguish you from other users and to improve our service to you, to make the Website more user-friendly, as well as to give you a more personalised experience.
 - 5.3.3. A cookie is a small piece of data (an alphanumeric identifier) which our computer system transfers to your Access Device through your web browser when you visit the Website which is stored in your web browser. When you visit the Website again, the cookie allows the site to recognise your browser. Cookies may store user preferences and other information.
 - 5.3.4. You may disable the use of cookies by configuring your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do so, you may not be able to enjoy all of the features and functionality of the Website .
 - 5.3.5. The information which we may passively collect from your Access Device may include your identifying information, contact details, Device and Device event information, site activity information, log information, location information, 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 use the information we collect to provide, maintain, and improve the Services, to develop new services, and to protect us, our Services and our users. We constantly strive to improve our users' experience, and so we also use the information we collect in order to offer you more relevant information and Content.
- 6.2. We may use your Personal Information to:
 - 6.2.1. to retain and make available to your information on the Website;
 - 6.2.2. to establish and verify your identity on the Website;
 - 6.2.3. fulfil your requests for certain Volunteer Services;
 - 6.2.4. diagnose and deal with technical issues and support queries and other user queries, such as problems with our server, determine the optimal and fastest route for your Access Device to use in connecting with the Website, and administer, maintain and secure the Website;
 - 6.2.5. detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorised use of the Website and/or contravention of this Privacy Policy;
 - 6.2.6. provide you with the latest information about the safety plan or projects within its framework (including via our newsletters), subject to your communications preferences;
 - 6.2.7. to communicate with you and maintain records of our communications with you, including to inform you about any changes to the Website, the Safety Plan, our Terms, this Privacy Policy or other changes that are relevant to you;
 - 6.2.8. compile non-personal statistical information about browsing habits, click patterns and access to the Website;
 - 6.2.9. improve the Website, analyse trends and administer the Website, including requesting feedback on Content and the Services;

- 6.2.10. fulfil any contractual obligations we may have to you or any third party;
 - 6.2.11. improve your user experience and the overall quality of our Services;
 - 6.2.12. for security, administrative and legal purposes;
 - 6.2.13. if you are a Volunteer Member, create your Membership Account and to ensure that we do not duplicate an existing user account on the Website; and
 - 6.2.14. other activities not specifically mentioned which are lawful, reasonable, relevant to our business activities and the minimum necessary and adequate in order for us to provide the Website and our Services.
- 6.3. In certain circumstances and subject to your preferences as indicated when you provide the relevant Personal Information, you agree that we may also make your Personal Information available to our affiliates, members, or strategic/industry partners ("Partners") for them to use for [providing you with the latest information about their services]. Such use by a Partner shall be in accordance with this Privacy Policy, to the extent applicable.

7. Sharing of Personal Information

- 7.1. We will not intentionally disclose any of your Personal Information to third parties, except:
- 7.1.1. when we have your permission to do so (as we do in respect of Partners in terms of Clause 3 and in respect of the circumstances set out in Clause 6.2),
 - 7.1.2. for the purposes of our legitimate business interests, or
 - 7.1.3. where we are required to do so in terms of applicable law or regulation.
- 7.2. You agree that your Personal Information may be shared under the following circumstances:
- 7.2.1. with affiliates, agents, advisers, service providers and suppliers which have agreed to be bound by this Privacy Policy;
 - 7.2.2. with our volunteers, contractors 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 site hosting, development and administration, technical support, emergency services, marketing services and other support services;
 - 7.2.3. in order to enforce or apply our Terms or any other contract between you and us;
 - 7.2.4. in order to protect our rights, property or safety or that of other users, employees, contractors, agents and any other third party;
 - 7.2.5. in order to mitigate any actual or reasonably perceived risk to us, other users, employees, contractors, agents or any other third party; and
 - 7.2.6. with 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.
- 7.3. We may use your Personal Information to compile profiles for statistical purposes, provided that the profiles or statistical data cannot be linked back to you by a third party.
- 7.4. We will get your permission before disclosing your Personal Information to any third party for any other purpose.

8. Storage and transfer of your Personal Information

- 8.1. We store your Personal Information on our servers and/or on third party servers.
- 8.2. We reserve the right to transfer to and/or store your Personal Information on servers in a jurisdiction other than where it was collected, and such jurisdiction may not have comparable data protection legislation.
- 8.3. If the location that Personal Information is transferred to 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.

9. Security

- 9.1. Although absolute security cannot be guaranteed on the Internet, we take reasonable technical and organisational security measures to protect your Personal Information against accidental or intentional manipulation, loss, misuse, destruction or against unauthorised disclosure or access to the information we process online.
- 9.2. While we cannot ensure or warrant the security of any Personal Information you provide us, we will continue to maintain and improve these security measures over time in line with legal and technological developments.

- 9.3. We will take reasonable, practicable steps to ensure that the persons to whom your Personal Information may be disclosed in terms of this Privacy Policy have implemented, and maintain, the appropriate technical and organisational measures aimed at preventing unauthorised access to, or disclosure of your Personal Information.

10. Retention of your Personal Information

- 10.1. We may retain all Personal Information that we collect from you so long as it remains necessary for the purposes for which it was collected unless there is a valid technical, legal or business reason for us to delete, destroy or de-identify it.
- 10.2. Further, we may keep some of your Personal Information for as long as we are required by law, a code of conduct or we reasonably need it for lawful purposes related to our functions and activities; we reasonably need it for evidentiary purposes or you agree to us keeping it for a specific period.

11. Public Forums

- 11.1. We offer individuals the opportunity to interact and publish content via discussion forums, social media, blogs, and other means on our Website ("Online Communication Tools"). If you use such Online Communication Tools, any information that you disclose becomes publicly available, and could be used to contact you, to send you unsolicited messages, or for purposes neither we nor you have control over.
- 11.2. We are not responsible for the Personal Information or any other information you choose to submit or publish via these Online Communication Tools.
- 11.3. We have the right, but not the obligation, to monitor and review submissions submitted by users to Public Forums. We shall not be responsible for the content of these messages and we reserve the right to delete or edit submissions that we deem to be abusive, defamatory, obscene or in violation of any Copyright or Trademark laws, or otherwise objectionable.
- 11.4. Notwithstanding the above, all submissions to the Public Forums will become the exclusive property of BSF.
- 11.5. Use of the Public Forums are subject to the following terms and conditions:
- 11.5.1. The user will not use any of the Public Forums for illegal purposes.
 - 11.5.2. The user will not use the Forums or Bulletin Boards for the purposes of "spamming".
 - 11.5.3. The user will not restrict or inhibit any other user/s from using and enjoying the Public Forums in any manner.
 - 11.5.4. The user will not use threatening, inciting, inflammatory, abusive, defamatory, obscene, vulgar, profane, pornographic material in any of the Public Forums.
 - 11.5.5. The user will not Violate the Copyright, Trademark or any other Intellectual property right of any other person by the submission of content to any Public Forum.
 - 11.5.6. The user warrants that it is the rightful owner of content submitted to, or transmitted through any medium, or that the user has obtained permission from the rightful owner/s to submit or transmit such content.
 - 11.5.7. The user will not submit or transmit content on or through the BSF web site that contains viruses or other harmful material.
 - 11.5.8. The user will not submit or transmit, content intended for commercial purposes or containing marketing or promotional materials or content intended to solicit donations, on or through the Public Forums or the BSF web site that has not been authorised by the BSF.

12. Third party sites

- 12.1. We may provide links to other third-party websites and services that are outside our control and not covered by our Privacy Policy. We are not responsible for the privacy practices or the content of such websites. We encourage you to review the privacy policies on any website you visit whether linked to or not.
- 12.2. *BSF is not liable if you suffer losses or damages when visiting another third-party website by following a link to that website from the Website. You accept that there may be risks when you use such third party, websites and you do so at your own risk.*

13. Changes to this Privacy Policy

13.1. From time to time we may amend or update this privacy policy. When this occurs, we will post the new version of the privacy policy on our website. We encourage you to periodically review this privacy policy so that you remain informed as to how we are protecting your personal information. Your use of our Website and/or services following these changes means that you accept and agree to the updated Privacy Policy.

14. Jurisdiction

This Privacy Policy shall be governed by the law of South Africa. Any dispute arising from or in connection with this Privacy Policy shall be resolved in Johannesburg in accordance with the AFSA by an independent appointed arbitrator.

15. Access and Correction

15.1. We make all reasonable efforts to ensure that information is stored securely both in electronic and physical form.

15.2. You have a right to ask us to update, correct or delete your personal information. If you wish to access, correct, update, suppress, or delete your personal information that has been previously provided to us, please send a written request to info@bedfordviewsafetyforum.org.za.