

PRIVACY NOTICE

1. INTRODUCTION

- 1.1 BioCertica Proprietary Limited, trading as "**BioCertica**," maintains the website located at **www.biocertica.com** and its related mobile application downloadable as "BioCertica" (together the "**BioCertica Platforms**"), and provides the products and services available on these BioCertica Platforms.
- 1.2 Access to and use of the BioCertica Platforms and/or the BioCertica Products and Services by you is governed by this privacy notice (the "**Notice**") as read with the terms and conditions located at <https://biocertica-pdf.s3.af-south-1.amazonaws.com/d7f6280c-0065-40f5-b745-efef0ba41cfb.pdf> (the "**Terms and Conditions**"). Any references to "**BioCertica**", "**we**", "**us**" or "**our**" shall be to BioCertica Proprietary Limited, and shall include, where applicable, our affiliates and subsidiaries. References to "**user**", "**you**" or "**your**" shall be to any person that has registered for or that uses the BioCertica Platforms and/or the BioCertica Products and Services.
- 1.3 We are the "*responsible party*" for purposes of applicable data protection legislation in respect of all your Personal Information that you submit to us via the BioCertica Platforms and/or that may be collected by us through any correspondence and/or communication with you or during the provision of the BioCertica Products and Services to you.
- 1.4 This Policy does not apply to the practices of third parties (including, without limitation, their websites, platforms and/or applications) which we do not own or control or individuals that we do not manage or employ. These third-party platforms may have their own privacy policies and terms and conditions, and we encourage you to read them before using those third-party platforms.
- 1.5 **This Notice contains warranty disclaimers and other provisions that limit BioCertica's liability towards you or which may require you to indemnify BioCertica or assume a risk or liability. Any such terms will be in bold, in the same style as this paragraph. By accessing and using the BioCertica Platforms and/or the BioCertica Products and Services, you acknowledge that you have read, accept, and will be bound by this Notice as read with the Terms and Conditions. If you do not agree to this, please do not use the BioCertica Platforms and/or the BioCertica Products and Services.**

2. DEFINITIONS

- 2.1 In this Notice, unless the context indicates a contrary intention, the following words and expressions bear the following meaning assigned to them –
- 2.1.1 **"BioCertica Products and Services"** means the products and services provided by BioCertica through the BioCertica Platforms and which includes Test Kits and Tests;
- 2.1.2 **"days"** means calendar days unless qualified by the word **"business"**, in which instance a **"business day"** will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time;
- 2.1.3 **"Partner Wellness Merchant"** means any approved wellness merchant or any such related party or entity with which BioCertica has contracted to provide the Value-Added Services;
- 2.1.4 **"Personal Information"** means personal information as defined in data protection legislation which applies to a user from time to time, including any information of a personal nature by which the user can be identified as an individual, such as their name, postal address, email address, telephone number, postal code, date of birth, gender, age, medical and health information, payment and/or financial details.
- 2.1.5 **"Professional"** means a medical Professional forming part of the BioCertica network of professionals;
- 2.1.6 **"Supplement"** means a nutritional supplement or related health product recommended to you by a Partner Wellness Merchant;
- 2.1.7 **"Test"** means the BioCertica genetic test which includes, but is not limited to, the testing of your DNA at a laboratory, in accordance with the test type selected by you;
- 2.1.8 **"Test Kit"** means the BioCertica DNA test kit, which is supplied to you by BioCertica for purposes of collecting a sample of your DNA;
- 2.1.9 **"Test Results"** means the report generated by BioCertica that constitutes a translation of your genetic information, in accordance with the type of Test selected by you; and
- 2.1.10 **"Value-Added Services"** means the sharing of your Test Results with a Partner Wellness Merchant in order for the Partner Wellness Merchant to (i)

recommend over-the-counter Supplement(s) according to your Test Results; and/or (ii) further interpret your Test Results and create a personalised Supplement based on your Test Results.

3. **INFORMATION WE MAY COLLECT ABOUT YOU**

3.1 When you use the BioCertica Platforms and/or make use of the BioCertica Products and Services, we may collect certain information such as your device type and make. This type of information does not identify you personally.

3.2 We may also collect Personal Information that you provide to us. In particular, we may collect and process the following information (which may include Personal Information) about you —

3.2.1 information that you provide to us and/or allow the BioCertica Platforms to access, such as your name, contact information, location, and age as well as any health or medical data you provide to allow us to provide the BioCertica Products and Services to you;

3.2.2 information you may submit when you complete an online questionnaire about your health on the BioCertica Platforms;

3.2.3 if you are a Professional accessing the BioCertica Platforms, your registration with a professional body, affiliation number, qualification history and other information you provide to us or that we need to process to verify your qualifications;

3.2.4 your geographic location information based on your mobile network operator's tower details, GPS (Global Positioning System) and/or WIFI communications network location;

3.2.5 information that we may ask you for if you report a problem with our BioCertica Platforms and/or the BioCertica Products and Services;

3.2.6 details of your visits to our BioCertica Platforms (including, but not limited to, traffic data, location data and other communication data and the resources that you access);

3.2.7 information provided by you if you contact us, or if we contact you, and we may keep a record of that correspondence;

3.2.8 transactional, financial and payment information related to your purchases on the BioCertica Platforms and/or when you make use of the BioCertica Products and Services;

- 3.2.9 delivery and address detail related to the delivery and collection of any BioCertica Products and Services purchased by you;
- 3.2.10 information about your device's software and hardware, including your personal internet protocol ("IP") address, mobile phone number, the date and time and country of your device; and/or
- 3.2.11 information about you when you voluntarily register with us to receive news, complete any "contact us" forms, or complete any user surveys or feedback forms.
- 3.3 In particular, when you purchase a Test, you may be asked to provide us with certain Personal Information and details, including –
 - 3.3.1 your name and surname;
 - 3.3.2 your physical address;
 - 3.3.3 your email address;
 - 3.3.4 your mobile number;
 - 3.3.5 your gender;
 - 3.3.6 your medical history;
 - 3.3.7 your date of birth;
 - 3.3.8 your wellbeing;
 - 3.3.9 your age; and
 - 3.3.10 your physical and mental health;
- 3.4 When you purchase a Test, we will furthermore collect your genetic information via the DNA sample that you provide to us as part of the Test Kit.
- 3.5 **The supply of your Personal Information is voluntary; however, you acknowledge that we cannot make the BioCertica Products and Services available to you and/or provide certain functionalities on the BioCertica Platforms if you do not wish to supply such Personal Information.**
- 3.6 We may use cookies to collect information about your use of our BioCertica Platforms. For more information about how we use cookies, please see paragraph 10.

3.7 We may also use third-party companies to monitor traffic, which may, in some instances, store your information, including the Personal Information you submit to such third parties.

3.8 **The decision to disclose information categorised as special Personal Information (such as your health data and/or medical history) is entirely voluntary, however if you do not wish to provide this, we cannot provide the BioCertica Products and Services to you. This would apply where, for example, you complete a questionnaire on the BioCertica Platforms or share information about your medical history or health background with one of the Professionals accessible via the BioCertica Platforms. By sharing this information, you are agreeing to us and our duly appointed administrators and/or service providers (where applicable) processing this special Personal Information to the extent necessary to provide the BioCertica Products and Services to you. If you do not wish for us to process your special Personal Information, do not submit this information via our BioCertica Platforms and do not make use of the BioCertica Products and Services.**

4. HOW WE COLLECT YOUR PERSONAL INFORMATION

4.1 We collect your Personal Information, so that we can provide the BioCertica Products and Services to you and administrate the BioCertica Platforms. We only collect as much Personal Information as we need. We will collect Personal Information in a fair, lawful and reasonable manner to ensure that it protects your privacy, and we will process your Personal Information based on legitimate grounds in a manner that does not adversely affect you.

4.2 We collect Personal Information in different ways on our BioCertica Platforms and when you make use of the BioCertica Products and Services, such as when you directly give us your Personal Information. This includes when —

4.2.1 you visit our BioCertica Platforms;

4.2.2 you provide certain Personal Information (such as your name, address, telephone and e-mail address) by filling in forms or by corresponding with us;

4.2.3 you make purchases of the BioCertica Products and Services via the BioCertica Platforms;

4.2.4 you complete a questionnaire;

4.2.5 you make a booking with a Professional;

4.2.6 you register to receive marketing or correspondence from us;

4.2.7 you request information to be sent to you; and/or

4.2.8 you provide feedback to us.

4.3 When you interact with our BioCertica Platforms, we may also automatically collect technical data about your equipment, browsing actions and patterns. Through analytics, we may use anonymised aggregated data such as statistical or demographic data.

4.4 In limited circumstances, we may collect Personal Information from third parties or from public sources, such as from external services providers contracted by us to maintain certain sections of these BioCertica Platforms. Such third parties may also include our affiliates and subsidiaries, regulatory bodies, other companies providing services to us and information we access where we make use of publicly available sources of information.

5. PURPOSE OF COLLECTING YOUR INFORMATION

5.1 We may use the information, including the Personal Information we hold about you, for the following purposes —

5.1.1 to process and facilitate payments you make via our BioCertica Platforms;

5.1.2 to verify and keep a record of your identity;

5.1.3 to ensure that the content on our BioCertica Platforms is presented in the most effective manner for you and for your device;

5.1.4 to monitor and analyse the conduct on the BioCertica Platforms to ensure compliance with laws, reduce the likelihood of fraud and for other risk-prevention purposes;

5.1.5 for internal business purposes such as generating statistics and developing our strategic and marketing plans;

5.1.6 to provide you with information on our BioCertica Platforms that you request from us and/or to contact you about the BioCertica Products and Services where you request this;

5.1.7 to market the BioCertica Products and Services which we feel may interest you, where you have consented to being contacted for such purposes;

5.1.8 to carry out statistical and marketing research and for forecasting;

- 5.1.9 to allow you to participate in interactive features of our BioCertica Platforms, when you choose to do so;
 - 5.1.10 to carry out any contracts that may form between us;
 - 5.1.11 to generate reports and conduct statistical analysis about the queries you make using the BioCertica Platforms;
 - 5.1.12 to respond to any queries you make;
 - 5.1.13 to notify you about changes to our BioCertica Platforms and/or the BioCertica Products and Services; and/or
 - 5.1.14 to improve the BioCertica Products and Services – for example you may be asked to complete an online survey, or we may employ tools to analyse the BioCertica Platforms to enhance our products and services.
- 5.2 We may also use the Personal Information provided by you to —
- 5.2.1 enforce agreements and the Terms And Conditions between us, monitor user activity, and more effectively manage traffic on the BioCertica Platforms;
 - 5.2.2 provide customer services; and
 - 5.2.3 assist you with technical difficulties.

6. **WHAT ARE THE LAWFUL GROUNDS THAT WE RELY ON TO PROCESS YOUR PERSONAL INFORMATION?**

- 6.1 When we process, collect or store your Personal Information, we do so on the following bases —
- 6.1.1 where it is necessary to process your Personal Information in connection with the performance of a contract that we have with you, including any Terms and Conditions you agree to when making use of our BioCertica Platforms and the BioCertica Products and Services;
 - 6.1.2 where we are required to use your Personal Information to comply with our legal obligations, a request from a regulator or court of law or as otherwise obliged or permitted by law;
 - 6.1.3 to pursue our legitimate interest, provided that we only use your Personal Information to pursue our legitimate interests where your interests and fundamental rights or freedoms do not override those interests; and

- 6.1.4 for any other purpose that you have agreed with us where you have given your explicit consent for specific forms of processing of your Personal Information, which consent you may revoke at any time.

6.2 We may process your Personal Information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

7. SHARING OF YOUR PERSONAL INFORMATION

7.1 We will not use your Personal Information for any purpose (other than as stated in in this Notice) without your consent. We will not use or disclose your Personal Information to third parties without your consent, unless the use or disclosure is —

- 7.1.1 required in order to comply with applicable law, an order of court or legal process served on us; and/or

- 7.1.2 disclosure is necessary to protect and defend our rights or property.

7.2 We will furthermore be entitled to disclose your Personal Information to our affiliates, agents, advisors, employees and/or third-party service providers and suppliers who assist us to interact with you via our BioCertica Platforms and for the provision of the BioCertica Products and Services, and who thus need to know your Personal Information in order to assist us and to communicate with you properly and efficiently.

7.3 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.

7.4 We may also provide information to third party service providers who process Personal Information on our behalf to help run some of our internal business operations including laboratory partners, courier partners for the delivery and collection of the Test Kits, email distribution partners, information technology services partners, and customer service partners.

7.5 You understand that we may disclose or share Personal Information with third parties as outlined above to operate the BioCertica Platforms and provide the BioCertica Products and Services, as well as the Value-Added Services, to you. If you are concerned about these arrangements, you should not use the BioCertica Platforms and/or make use of the BioCertica Products and Services.

7.6 Where you elect to make use of the Value-Added Services you understand that your Test Results will be shared with a Partner Wellness Merchant in accordance with a written agreement between BioCertica and the Partner Wellness Merchant which contains data protection provisions requiring the Partner Wellness Merchant to safeguard your Personal Information and to process it in accordance with applicable laws.

7.7 On rare occasions, we may be required to disclose your Personal Information due to legal or regulatory requirements. In such instances, we reserve the right to disclose your Personal Information as required in order to comply with our legal obligations, including but not limited to complying with court orders, warrants, service of process requirements or discovery requests.

7.8 We may also disclose Personal Information about our users to law enforcement officers or others, in the good faith belief that such disclosure is reasonably necessary to enforce this Notice, respond to claims that any content violates the rights of third-parties, or protect the rights, property, or our personal safety or the personal safety of our employees, other users or the general public.

8. DATA RETENTION AND STORAGE

8.1 We will not retain your Personal Information longer than the period for which it was originally required, unless we are required by law to do so, or you consent to us retaining such Personal Information for a longer period. Where your Personal Information is no longer required, we will ensure it is disposed of in a secure manner and, where required by applicable law, we will notify you when such information has been disposed of.

8.2 Copies of correspondence sent from our BioCertica Platforms, that may contain your Personal Information, may be stored as archives for record-keeping and back-up purposes.

8.3 We may store your Personal Information using our own secure on-site servers or other internally or externally hosted technology. Your Personal Information may also be stored by third parties, via cloud services or other technology, whom we have contracted with to support our business operations.

8.4 We will destroy your genetic material submitted as part of a Test Kit that you return to us, within 30 days after your DNA sample collected by means of the Test Kit has been processed.

8.5 Your Test Results remain accessible via our database until you choose to delete your BioCertica account.

- 8.6 If you engage a Professional for further interpretation of your Test Results, that Professional is responsible for the lawful retention, storage, and destruction of your Test Result and for any Personal Information you share with that Professional. **BioCertica has no control over this and will not be liable for a failure by the Professional to retain the Test Results or your Personal Information in compliance with applicable law.**
- 8.7 We may keep and use your Test Result and the data we extracted from the genetic material you submit upon return of a Test Kit, for research purposes, however any of your data that we retain and use for such research purposes is aggregated and anonymised. It will not identify you personally.
- 8.8 If you decide to terminate your BioCertica account, we will delete your Personal Information and the residual data will be anonymised and stored to comply with applicable laws.
- 8.9 If you have questions about the retention of your records, please email us at the email address set out in paragraph 12.4 below.

9. PROTECTION OF YOUR PERSONAL INFORMATION

- 9.1 We are committed to protecting the Personal Information you provide in a variety of ways.
- 9.2 We will —
- 9.2.1 treat your Personal Information as strictly confidential;
 - 9.2.2 take appropriate legal, 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;
 - 9.2.3 where legally required, promptly notify you if we become aware of any unauthorised use, disclosure or processing of your Personal Information; and
 - 9.2.4 upon your request, promptly return or destroy any and all of your Personal Information in our possession or control.

10. COOKIES AND OTHER INFORMATION

- 10.1 We may use cookies to manage our users' sessions and to store preferences, tracking information, and language selections. **"Cookies"** are small text files

transferred by a web server to your hard drive and thereafter stored on your computer.

10.2 We may use these cookies and similar techniques when you access our BioCertica Platforms to provide you with a better experience.

10.3 Cookies enable us to —

10.3.1 estimate our BioCertica Platforms' audience size and usage pattern;

10.3.2 store information about your preferences, which allows us to customize the BioCertica Platforms according to your individual interests;

10.3.3 speed up your searches; and

10.3.4 recognise you when you return to the BioCertica Platforms.

10.4 You have the ability to either accept or decline the use of cookies. You can configure your browser to not accept cookies. However, declining the use of cookies may limit your access to certain features of the BioCertica Platforms.

11. **DIRECT MARKETING**

11.1 We acknowledge that we may only use your Personal Information for purposes of direct marketing (such as sending you email marketing and newsletters) where it is permissible to do so in terms of applicable data protection legislation.

11.2 We may use your Personal Information to contact you and/or market the BioCertica Products and Services directly to you if you are one of our existing users or where we have your consent to market directly to you.

11.3 If you are an existing user, we will only use such Personal Information of yours that we have obtained through the provision of the BioCertica Products and Services to you, and only in relation to similar products and services to the ones we previously provided to you.

11.4 We will ensure that you have a reasonable opportunity to object to the use of your Personal Information for direct marketing purposes when we collect the Personal Information from you and in each instance where we may send you direct marketing communications. This will generally be in the form of an opt-in function and in the form of unsubscribe and opt-out functionalities.

11.5 We will not use your Personal Information to send you direct marketing communications if you have requested not to receive it. If you request that we stop processing your Personal Information for direct marketing purposes, we shall do so.

We encourage you to use the forms and links provided for this purpose in the marketing materials sent to you.

12. YOUR RIGHTS IN RELATION TO OUR USE OF YOUR PERSONAL INFORMATION

- 12.1 Subject to certain exceptions, you have rights under applicable data protection law in relation to our use of your Personal Information, including the right to —
- 12.1.1 review, or request access or copies of your Personal Information which is within our custody and control together with details about how we use that Personal Information. If you think any of the Personal Information that we hold about you is inaccurate, you may also request that we correct or rectify it;
 - 12.1.2 in certain circumstances, to require us to stop processing your Personal Information;
 - 12.1.3 to request that we delete or erase Personal Information in certain circumstances (such as in accordance with retention obligations);
 - 12.1.4 withdraw any consent to processing that you have given us and prevent further processing if there is no other legitimate ground upon which we can process your Personal Information;
 - 12.1.5 require certain Personal Information to be marked as restricted for processing in certain circumstances;
 - 12.1.6 object to automated decision-making, including profiling; and
 - 12.1.7 lodge a complaint with the Information Regulator if you think we are in breach of any applicable data protection legislation.
- 12.2 In relation to all of these rights, please email us at the email address set out in paragraph 12.4 below. Please note that we may, where permitted under applicable law, charge a small administrative fee and/or request proof of identity. We will respond to your requests within all applicable timeframes.
- 12.3 In certain circumstances (for example where required or permitted by law), we might not be able to provide you with access to some of your Personal Information, but where appropriate we will notify you of the reasons for this.
- 12.4 You may request access to the Personal Information that we collect about you by sending an email to us at info@biocertica.com.

13. ACCURACY OF PERSONAL INFORMATION

- 13.1 You warrant that all information (including Personal Information) that you provide to us is accurate, truthful, 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. Failure to adhere to this requirement will entitle us to, among other things, terminate your use of the BioCertica Platforms and/or the BioCertica Products and Services.
- 13.2 You acknowledge that we may verify your identity and your Personal Information through an automated email verification process and/or with third party service providers.

14. INTERNATIONAL DATA TRANSFERS

- 14.1 We may, from time to time, transfer, store or host your Personal Information outside South Africa. Should your Personal Information be transferred outside South Africa, we shall ensure that at least the same level of data protection will be applied in the country where the data is being processed and/or that we and the recipient at all times act in compliance with applicable privacy laws.
- 14.2 We will at all times ensure that appropriate security safeguards are in place to secure and protect such Personal Information and take measures to ensure that the Personal Information handled will receive the level of protection as required by all applicable laws.
- 14.3 An example of where your Personal Information may be transferred to another country is where a service provider whom we rely on hosts your Personal Information in a foreign country.

15. DISPUTE RESOLUTION AND GOVERNING LAW

- 15.1 Any disputes that may arise hereunder shall be governed by the laws of South Africa. All proceedings, which may arise out of, or in connection with, this Notice shall be brought solely in the Western Cape Division of the High Court in South Africa.
- 15.2 You agree that if there is any dispute in respect of this Notice, we will attempt to first resolve the dispute informally by engaging with you. Please contact our service manager at info@biocertica.com if you wish to notify us of a dispute. Should this informal dispute resolution process fail, the dispute may be referred to arbitration in accordance with the rules of the Arbitration Foundation of South Africa. This will not

preclude BioCertica or yourself from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

15.3 If you breach this Notice, we may take such action, including legal action, as we deem appropriate. All costs, charges and expenses which may be incurred by us in enforcing our rights including, without limitation, legal costs on the scale as between an attorney and own client and collection commission, shall be recoverable from you if the above rights are successfully enforced.

15.4 It is not intended that any part of this Notice contravene any provision of any legislation which may apply including in respect of data privacy and data security. Therefore, all the provisions of this Notice must be treated as being qualified, to the extent necessary, to ensure that the provisions of applicable legislation are complied with.

16. SEVERABILITY

All provisions of this Notice are, notwithstanding the way they have been grouped together or linked grammatically, severable from each other. Any provision of this Notice, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto (as if not written herein) and the remaining provisions shall remain of full force and effect.

17. WHOLE AGREEMENT

17.1 This Notice, as read with the Terms and Conditions, constitute the entire and only agreement between BioCertica and you and supersedes all prior or contemporaneous agreements, representations, warranties, and understandings concerning the BioCertica Platforms and/or the BioCertica Products and Services.

17.2 We reserve the right to change this Notice from time to time, and in our sole discretion. We may send you a notice regarding material changes to this Notice, but we encourage you to frequently check this Notice for any changes. **Your continued use of the BioCertica Platforms and/or the BioCertica Products and Services after any change in this Notice will constitute your acceptance of such changes.**

18. COMPLAINTS

You have the right to lodge a complaint in respect of our processing of your Personal Information where you feel that we are not adhering to applicable law. You can contact

the office of the Information Regulator at the following email address:
POPIAComplaints@inforegulator.org.za.

19. HOW TO CONTACT US

- 19.1 If you have any questions, comments and/or requests about this Notice, please contact us at info@biocertica.com with "Privacy Notice " in the subject line or call us on (021) 300 6387.
- 19.2 To assist in resolving technical problems with the BioCertica Platforms and/or the BioCertica Products and Services, we provide access to a help function powered by "JNZ Group" which is available via our website. We will respond to all support queries logged using JNZ Group within a reasonable period.

Last updated on [25/11/2022].