

PROTECT-A-BED PRIVACY AND PERSONAL INFORMATION POLICY

Protect-A-Bed (trading as “**Protect-A-Bed**” / “**PAB**”) adheres to the highest standards of protecting your personal information when we process it by virtue of your use of our Services, your use of our website **protectabed.co.za** or any of its related blogs, websites, applications or platforms (collectively, “**the Website**”), or by providing us with your personal information in any other way. As such, we have created this specific and detailed Privacy Policy for you to read and appreciate exactly how we safeguard your personal information and respect your privacy (“**Policy**”).

- Please note that PAB is a private limited liability close corporation duly registered and operating in accordance with the laws of South Africa.
 - For more information regarding your personal information lawfully stored or used by PAB, please contact info@protectabed.co.za for assistance.
 - Not all terms are necessarily defined in order, or may be defined in our General Website Terms.
 - Please ensure that you read all the provisions below, and our other PAB rules and policies which may apply from time to time and are made available to you, to understand all of your, and our, rights and duties.
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- Please use the following links to jump to the relevant sections described in this Privacy Policy:

1. ***Important information and who we are***
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Important information and who we are

1.1. Purpose of this Privacy Policy

1.1.1. This Privacy Policy aims to give you information on how PAB collects and processes your personal data through any form of your engagement with PAB, such as your engagement with us when contracting or corresponding with us, when using our Services, accessing or using the Website, or providing us with your personal information in any other way (such as when participating in surveys, participating in events or signing up for newsletters).

1.1.2. This Privacy Policy complies with, and facilitates the obligations required from, the South African *Protection of Personal Information Act, No. 4 of 2013* (“**POPI**”), as amended.

1.1.2.1. **Users with citizenships from jurisdictions other than South Africa, please note that PAB complies with all South African data protection laws when processing your personal information**

pursuant to the Services, as we are a South African entity operating in the South African market. Should foreign law be applicable in any regard to your use of the Services and/or the Website in any way, including how we may process your personal information, please contact PAB at info@protectabed.co.za who will gladly engage with you on its application and your rights.

- 1.1.3. It is important that you read this Privacy Policy together with any other privacy policy or fair processing notice we may provide on specific occasions when we are collecting or processing personal data about you, so that you are fully aware of how and why we are using your data. This Privacy Policy supplements the other notices and is not intended to override them.
- 1.1.4. **We do not process special categories of personal data nor the data of minors. Do not provide us with any such personal data, where the provision of same will constitute an immediate and automatic material breach of these terms.**
- 1.2. **Controller and Operator**
 - 1.2.1. PAB is the “Responsible Party” and is responsible for your personal data in instances where we decide the processing operations concerning your personal data. Sometimes we also operate as an “Operator” of personal data on behalf of a third-party Responsible Party, where that Responsible Party’s privacy terms will apply, but we will draw your attention to them, when applicable.
 - 1.2.2. We have appointed a data representative at PAB who is responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact the representative using the details set out below.
- 1.3. **Our Contact Details**
 - 1.3.1. Our full details are:
 - Full name of legal entity: **Protect-A-Bed**
 - Name or title of data representative: **Chaya Medalie**
 - Email address: info@protectabed.co.za
 - Postal address: **Growthpoint Industrial Estate, Block C1, Bell Street, Meadowdale, 1614**
 - Telephone number: **082 333 8885**
 - 1.3.2. You have the right to make a complaint at any time to the South African regulator’s office (Information Regulator’s Office of South Africa). We would, however, appreciate the chance to deal with your concerns before you approach any such regulator, so please contact us in the first instance.
- 1.4. **Changes to the Privacy Policy and Your Duty to Inform Us of Changes**
 - 1.4.1. This Privacy Policy version was last updated on 24 November 2020 and historic versions are archived and can be obtained by contacting us.
 - 1.4.2. It is important that the personal data we hold about you is accurate and current. Please update your personal data yourself using the relevant prompts on the Website, or keep us informed if your personal data changes during your relationship with us.
- 1.5. **Third-Party Links on Website or Otherwise**
 - 1.5.1. The Website may include links to third-party websites, plug-ins and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. We do not control these third-party websites and are not responsible for their privacy statements or terms. When you leave our

Website, or engage with such third parties, we encourage you to read the distinct privacy policy of every third party you engage with.

The data we collect about you

- 1.6. Personal data, or personal identifiable information, means any information about an individual, both natural and juristic entities (i.e., people and companies), from which that entity can be identified. It does not include data where the identity has been removed (anonymous data).
- 1.7. We may collect, use, store and transfer (“**process**”) different kinds of personal data about you which we have grouped together as follows:
 - 1.7.1. **Identity Data** including first name, maiden name, last name, username or similar identifier, title, date of birth and gender, or the information about your company such as company registration details, company address and name;
 - 1.7.2. **Contact Data** including email address, physical/registered addresses, social media contact details and telephone numbers;
 - 1.7.3. **Social Media Data** including all information accessible on your publicly available profile such as images, photos, photo tags, likes, followers, comments, posts and stories;
 - 1.7.4. **Technical Data** including internet protocol address/es, your login data, browser type and version, time zone setting and location, cookies, browser plug-in types and versions, operating system and platform and other technology on the devices you use to access the Website;
 - 1.7.5. **Profile Data** including your Website/Profile username and password, preferences, feedback, ratings and reviews, and survey responses;
 - 1.7.6. **Usage Data** including information about how you use our company, Website, surveys, events and Services; and
 - 1.7.7. **Marketing and Communications Data** including your preferences in receiving notices and marketing from us and our third parties, and your communication preferences.
- 1.8. We also collect, use and share **Aggregated Data**, such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data, but is not considered personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific Website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.
- 1.9. Where we need to collect personal data by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with services or allow you to provide us with your services). In this case, we may have to cancel Website access or Services you have with us, but we will notify you if this is the case at the time.

How your personal data is collected

- 1.10. We use different methods to collect data from and about you, including through:
 - 1.10.1. **Direct interactions:** You may give us your **Identity, Contact, Profile and Social Media data** by filling in various PAB forms, Website forms or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
 - 1.10.1.1. use our Services;
 - 1.10.1.2. use our Website;

- 1.10.1.3. contract with us;
 - 1.10.1.4. consult with us;
 - 1.10.1.5. complete forms;
 - 1.10.1.6. sign-up for newsletters;
 - 1.10.1.7. interact with us via webinar or social media group or page, such as a Facebook group, Instagram in-channel communications, Twitter direct messenger, Facebook direct messenger or WhatsApp;
 - 1.10.1.8. provide any services to us as a service provider or independent contractor on contract with us;
 - 1.10.1.9. request information to be sent to you;
 - 1.10.1.10. attend any PAB event whether online or in person; or
 - 1.10.1.11. give us some feedback.
- 1.10.2. **Automated technologies or interactions:** As you interact with our Website, we may automatically collect **Technical Data, Profile** and **Usage Data** about your equipment, and browsing actions and patterns. We may collect this personal data by using cookies, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- 1.10.3. **Third parties or publicly available sources:** We may receive personal data about you from various third parties and public sources as set out below:
- 1.10.3.1. **Technical Data** and **Social Data** from the following parties:
 - 1.10.3.1.1. analytics provider Google (Analytics and Tag Manager Services) based in the USA;
 - 1.10.3.1.2. social networks Facebook, Instagram and LinkedIn based in the USA;
 - 1.10.3.1.3. survey data providers Survey Monkey and Facebook based in the USA;
 - 1.10.3.1.4. marketing platforms Google, Facebook, Instagram, LinkedIn, Mailchimp and DV360 based in the USA; and
 - 1.10.3.1.5. search information provider Google based in the USA.

How we use your personal data

- 1.11. We will only use your personal data when the law allows us to and for legitimate reasons, which you hereby expressly understand and consent to. Most commonly, we will use your personal data in the following circumstances:
- 1.11.1. where we have your express consent to do so;
 - 1.11.2. where we need to consult with you or perform on the Services contract we are about to enter into or have entered into with you;
 - 1.11.3. where it is necessary for our legitimate interests (or those of a third party) and your interests and fundamental rights do not override those interests; and/or
 - 1.11.4. where we need to comply with a legal or regulatory obligation.
- 1.12. Purposes for which we will use your personal data:
- 1.12.1. We have set out below, in a table format, a description of all the ways we plan to use your personal data, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are, where appropriate, and which exact External Third Parties your personal data is handed to for the same reasons.

1.12.2. Note that we may process your personal data for more than one lawful ground depending on the specific purpose for which we are using your data. Please contact us if you need details about the specific legal ground we are relying on to process your personal data where more than one ground has been set out in the table below.

PURPOSE / ACTIVITY	TYPE OF DATA	LAWFUL BASIS FOR PROCESSING, INCLUDING BASIS OF LEGITIMATE INTEREST	SPECIFIC EXTERNAL THIRD PARTY TO WHOM THE INFORMATION IS PROVIDED (IF ANY)
To engage with you after you have contacted us requesting an engagement via the Website or otherwise	(a) Identity (b) Contact (c) Marketing and Communications	(a) Express consent (b) Performance of a contract with you (c) Necessary for our legitimate interests (to keep our records updated and to study how engagees use our services, as well as to develop our services and grow our organisation)	So Interactive Web Design CC, based in South Africa Mailchimp, based in the USA Maverick Web, based in South Africa
To provide you with our Services as contracted	(a) Identity (b) Contact (c) Profile	(a) Performance of a contract with you (b) Express consent (c) Necessary to comply with a legal obligation (d) Necessary for our legitimate interests (to provide you with the Services you contracted to acquire from us, and to keep our records updated and to study how engagees use our Services)	None
To contract with you as a service provider to PAB	(a) Identity (b) Contact	(a) Performance of a contract with you (b) Express consent (c) Necessary to comply with a legal obligation (d) Necessary for our legitimate interests (to allow you to provide us with your services, and to keep our records updated and to study how we may use third-party services)	So Interactive Web Design CC, based in South Africa
To allow you to use the Website or participate in any PAB event	(a) Identity (b) Contact (c) Usage (d) Technical	(a) Performance of a contract with you (b) Express consent	None

To provide it to our authorised third-party service providers who need your personal data to provide their private services to you	(a) Identity (b) Contact	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to provide you with the Services you have contracted from the authorised third-party, and to develop our services and grow our organisation) (c) Express consent	None
To process and service your payment for any services rendered by PAB or its service providers	(a) Identity (b) Contact	(a) Performance of a contract with you (b) Necessary for our legitimate interests (to make or receive necessary organisation payments) (c) Express consent	None
To manage our relationship with you, which may include notifying you about changes to our terms, Privacy Policy or Services	(a) Identity (b) Contact (c) Marketing and Communications	(a) Performance of a contract with you (b) Necessary to comply with a legal obligation (c) Necessary for our legitimate interests (to keep our records updated and to study how engagees use our Services) (d) Express consent	So Interactive Web Design CC, based in South Africa Mailchimp, based in the USA
To administer and protect our organisation and our Website (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	(a) Identity (b) Contact (c) Technical (d) Usage	(a) Necessary for our legitimate interests (for running our organisation, provision of administration and IT services, network security, to prevent fraud, and in the context of an organisation restructuring exercise) (b) Necessary to comply with a legal obligation (c) Express consent	None
To deliver relevant Website content and services to you and measure or understand the effectiveness of the information we serve to you	(a) Identity (b) Contact (c) Usage (d) Marketing and Communications (e) Technical (f) Profile	(a) Necessary for our legitimate interests (to study how engagees use our services, to develop them, to grow our organisation and to inform our marketing strategy) (b) Express consent	None
To use data analytics to improve our Website, Services,	(a) Technical (b) Usage (c) Identity	(a) Necessary for our legitimate interests (to define types of engagees for our	So Interactive Web Designs CC, based in South Africa.

engagee relationships and experiences		services, to keep our Website updated and relevant, to develop our organisation and to inform our marketing strategy) (b) Express consent	Google, based in the USA
To provide you with direct and user-specific marketing, and to make suggestions and recommendations to you about events or services that may be of interest to you	(a) Identity (b) Contact (c) Technical (d) Usage (e) Profile	(a) Necessary for our legitimate interests (to develop our services and grow our organisation) (b) Express consent	So Interactive Web Design CC, based in South Africa Mailchimp, based in the USA Google, based in the USA Facebook, based in the USA

1.12.3. Marketing

- 1.12.3.1. We strive to provide you with choices regarding certain personal data uses, particularly around marketing and advertising. To manifest your rights attached to any marketing sent to you as an existing customer, please use the built-in prompts provided on those communications, or contact us.
- 1.12.3.2. You will receive marketing communications from us if you have requested information from us, have participated in any PAB service or event, or if you provided us with your details when registering for a promotion or event and, in each case, you have not opted out of receiving that marketing.

1.12.4. Third-Party Marketing

- 1.12.4.1. Whilst we may use your personal data within our PAB organisation group, we will get your express opt-in consent before we share your personal data publicly with any entity outside the PAB group of organisations for public purposes.

1.12.5. Opting Out

- 1.12.5.1. You can ask us or authorised third parties to stop sending you marketing messages at any time by contacting us or the relevant third party and requesting us to cease or change your marketing preferences.
- 1.12.5.2. Where you opt out of receiving these marketing messages, this opt out will not apply to other personal data of yours which we process for another lawful basis.

1.12.6. Change of Purpose

- 1.12.6.1. We will only use your personal data for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible with the original purpose. If you wish to get an explanation as to how the processing for the new purpose is compatible with the original purpose, please contact us.

- 1.12.6.2. If we need to use your personal data for an unrelated purpose, we will notify you and we will explain the legal basis which allows us to do so.
- 1.12.6.3. Please note that we may process your personal data without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law.

Disclosures of your personal data

- 1.13. We may have to share your personal data with the parties set out below for the purposes set out in the table above.
 - 1.13.1. Internal third parties as set out in the Glossary;
 - 1.13.2. External third parties as set out in the Glossary;
 - 1.13.3. Specific third parties listed in the table above; and/or
 - 1.13.4. Third parties to whom we may choose to sell, transfer, or merge parts of our organisation or our assets. Alternatively, we may seek to acquire other organisations or merge with them. If a change happens to our organisation, then the new owners may use your personal data in the same way as set out in this Privacy Policy.
- 1.14. We require all third parties to respect the security of your personal data and to treat it in accordance with the law. We do not allow our third-party service providers to use your personal data for their own purposes and only permit them to process your personal data for specified purposes and in accordance with our instructions and standards.

Express Cookies Provision

- 1.15. The Website may make 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 (and which we may use) to recognise repeat users, facilitate the user’s on-going access to and use of a website, to 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, and to display more focused advertising to a user by way of third-party tools.
- 1.16. 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 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. If you do not disable “cookies”, you are deemed to consent to our use of any personal information collected using those cookies, subject to the provisions of this Policy and our other policies or terms.

International Transfers

- 1.17. We share your personal data within the PAB group of organisations and affiliates, and this may involve transferring and processing your data outside of South Africa.
- 1.18. Whenever we transfer your personal data out of either territory, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
 - 1.18.1. We have contracts in place with all such parties, providing warranties that they will process your data at standards equal to or better than those we apply;
 - 1.18.2. We will only transfer your personal data to countries that have been deemed to provide an adequate level of protection for personal data by the Information Regulator’s Office of South Africa; and/or

- 1.18.3. Where we use certain service providers, we may use specific contracts/clauses approved by the Information Regulator's Office which give personal data the same protection it has in South Africa.
- 1.19. Please contact us if you want further information on the specific mechanism used by us when transferring your personal data out of South Africa.

Data Security

- 1.20. We have put in place appropriate security measures to prevent your personal data from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed by using up-to-date and relevant SSL Certificates, a secure socket layer (global security technology) which authenticates the identity of the website and also encrypts the data that is being transmitted. In addition, we limit access to your personal data to those employees, agents, contractors and other third parties who have a legitimate need to know. They will only process your personal data on our instructions and they are subject to a duty of confidentiality.
- 1.21. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

Data Retention

- 1.22. We will only retain your personal data for as long as is necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting or reporting requirements.
- 1.23. To determine the appropriate retention period for personal data, we consider the amount, nature and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data, any other South African applicable law requiring us to retain the data and whether we can achieve those purposes through other means, and the applicable legal requirements.
- 1.24. Details of retention periods for different aspects of your personal data are available from us by contacting us.
- 1.25. In some circumstances you can ask us to delete your data; see below for further information.
- 1.26. In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes, in which case we may use this information indefinitely without further notice to you.

Your Legal Rights

- 1.27. Under certain circumstances, you have rights under data protection laws in relation to your personal data where we are the relevant "Responsible Party" over such personal data. Please contact us to find out more about, or manifest, these rights:
 - 1.27.1. request access to your personal data;
 - 1.27.2. request correction of your personal data;
 - 1.27.3. request erasure of your personal data;
 - 1.27.4. object to the processing of your personal data;
 - 1.27.5. request a restriction of processing your personal data;
 - 1.27.6. request transfer of your personal data; and/or
 - 1.27.7. right to withdraw consent.
- 1.28. You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.
- 1.29. You may also need to complete a particular form in order to activate your rights, which you can attain from us on request.

- 1.30. We may need to request specific information from you to help us confirm your identity and ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 1.31. We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or if you have made a number of requests. In this case, we will notify you and keep you updated.

Glossary

1.32. Lawful Basis

- 1.32.1. **Legitimate Interest** means the interest of our organisation in conducting and managing our organisation to enable us to give you the best service and the most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your personal data for our legitimate interests. We do not use your personal data for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law). You can obtain further information about how we assess our legitimate interests against any potential impact on you in respect of specific activities by contacting us.
- 1.32.2. **Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- 1.32.3. **Comply with a legal or regulatory obligation** means processing your personal data where it is necessary for compliance with a legal or regulatory obligation that we are subject to.
- 1.32.4. **Express consent** means the confirmed express consent you have provided to our processing of your personal data by actively accepting this Privacy Policy.

1.33. Third Parties

- 1.33.1. **Internal Third Parties** means other entities or parties in the PAB group acting as joint controllers or processors and who are based in South Africa, provide IT and system administration services, and undertake reporting.
- 1.33.2. **External Third Parties** means:
- 1.33.2.1. Authorised third-party service providers under contract with PAB who need your personal information in order to contact and transact with you pursuant to your use of the Services;
 - 1.33.2.2. specific third parties who have been identified in the table above;
 - 1.33.2.3. service providers acting as processors based in South Africa who provide IT and system administration services;
 - 1.33.2.4. South African or other national governments and/or their respective authorities pursuant to our adherence with anti-corruption and crime-fighting legislation; and/or
 - 1.33.2.5. professional advisers acting as processors, or joint controllers including lawyers, bankers, auditors and insurers based in South Africa who provide consultancy, banking, legal, insurance and accounting services as required.

Your legal rights

- 1.34. You have the right to:

- 1.34.1. **Request access** to your personal data (commonly known as a “data subject access request”). This enables you to receive a copy of the personal data we hold about you and to check that we are lawfully processing it.
- 1.34.2. **Request correction** of the personal data that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
- 1.34.3. **Request erasure** of your personal data. This enables you to ask us to delete or remove personal data where there is no valid reason for us continuing to process it. You also have the right to ask us to delete or remove your personal data where you have successfully exercised your right to object to processing (see below), where we may have processed your information unlawfully, or where we are required to erase your personal data to comply with local law. **Note, however, that we may not always be able to comply with your request of erasure for specific legal reasons which will be communicated to you, if applicable, at the time of your request.**
- 1.34.4. **Object to processing** of your personal data where we are relying on a legitimate interest (or those of a third party) and there is something about your particular situation which makes you want to object to processing on this ground as you feel it impacts on your fundamental rights and freedoms. You also have the right to object where we are processing your personal data for direct marketing purposes. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
- 1.34.5. **Request restriction of processing** of your personal data. This enables you to ask us to suspend the processing of your personal data in the following scenarios:
 - 1.34.5.1. if you want us to establish the data’s accuracy;
 - 1.34.5.2. where our use of the data is unlawful but you do not want us to erase it;
 - 1.34.5.3. where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims; or
 - 1.34.5.4. you have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.
- 1.34.6. **Request the transfer** of your personal data to you or to a third party. We will provide to you, or a third party you have chosen, your personal data in a structured, commonly-used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform on a contract with you.
- 1.34.7. **Withdraw consent at any time** where we are relying on consent to process your personal data. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain Website access or Services to you. We will advise you if this is the case at the time you withdraw your consent. **Please take note that regardless of your right to withdraw consent under POPI, other South African legislation applies and may require that we continue to process your data in order to comply with anti-corruption, crime-fighting and/or other national legislation, which you expressly understand and agree to.**

PROTECT-A-BED'S TERMS AND CONDITIONS OF WEBSITE AND SERVICES USE

PAB strives to make every customer interaction a professional one by ensuring that we fulfil our duties and obligations to all our valued customers. PAB values transparency in all our operations and we would like to take this opportunity to share with you our Terms and Conditions of Website and Services Use.

By accessing or using **protectabed.co.za** or any of its associated blogs or online platforms ("**the Website**"), owned and operated by **Protect-A-Bed ("PAB")**, you agree that you have read, understood and agree to be bound to the terms and conditions contained herein ("**the Terms**"). All rights in and to the content of the Website remain at all times expressly reserved by PAB.

Please pay specific attention to the BOLD paragraphs of the PAB Terms. These paragraphs limit the risk or liability of PAB or a related third party, constitute an assumption of risk or liability by you, impose an obligation by you to indemnify PAB, or are acknowledgements of any fact by you.

Please read these terms carefully before accessing or using the Website.

- The terms "**user**", "**you**" and "**your**" are used interchangeably in these Terms and refer to all persons accessing the Website for any reason whatsoever, including each user who registers as contemplated below. Accordingly, the terms "**us**", "**our**" or "**we**" refer to PAB or its possession.
- Please use these hyperlinks to jump to specific important sections in these Terms: Privacy Policy terms, Disclaimer, Intellectual Property terms.
- Not all terms are defined in order.
- These terms were last updated on 25 November 2020.

2. INTRODUCTION AND THE SERVICES

- 2.1. PAB provides an online information platform ("**Website**") which enables users to find out more about PAB and its products.
- 2.2. Your continued access or use of the Website constitutes your acceptance to be bound by the Terms, as amended. The Website and these Terms are subject to change without notice. These Terms are updated or amended from time to time and will be effective upon PAB uploading the amended Terms to the Website. It is your responsibility to read these Terms periodically to ensure you are aware of, and understand, any changes. Please contact info@protectabed.co.za for further information on any of the Terms.
- 2.3. Unauthorised use of the Website may give rise to a claim for damages and/or be a criminal offence. You must not use this Website for any illegal activity or if you do not agree to the Terms.
- 2.4. By using the Website, you warrant that you are 18 (eighteen) years of age or older and of full legal capacity.

3. USER RESPONSIBILITIES AND WARRANTIES

- 3.1. By using the Website, you warrant that:
 - 3.1.1. you have read and agreed to these Terms and will use the Website in accordance with them;
 - 3.1.2. you have not made any misrepresentations and the information provided in the registration process is true, accurate and complete;

- 3.1.3. you have the legal capacity to understand and be bound by the Terms and are the age of majority in your country of residence;
 - 3.1.4. you will not post, upload, replicate or transmit any abusive content on or through the Website that is or could reasonably be considered threatening, harassing, defamatory, abusive, racist, sexist, discriminatory, in breach of confidence, in breach of privacy, or which restricts any user in any way from properly using the Website;
 - 3.1.5. you understand that when using the services of any third party connected to the Services that they may have their own terms and conditions of service for their services provided to you, and that you may be simultaneously bound by them;
 - 3.1.6. you will not send any unsolicited electronic messages or use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Website, including but not limited to uploading or making available files containing corrupt data or viruses via whatever means, or deface, alter or interfere with the front-end 'look and feel' of the Website or the underlying software code;
 - 3.1.7. you will not infringe any third party or the Website's intellectual property or other rights or transmit content that the user does not own or does not have the right to publish or distribute (see the Intellectual Property terms for more information);
 - 3.1.8. you will not use the Website to breach any applicable law or regulation or perform or encourage any illegal activity including (without limitation) promoting or facilitating access to, use of or sale of illegal substances, services or devices; and
 - 3.1.9. you will not facilitate or assist any third party to do any of the above.
- 3.2. The Website is only available on compatible devices connected to the internet. It is your responsibility to obtain these devices and any data network access necessary to utilise the Website. The network's data and messaging rates and fees may apply if you use the Website and you shall be responsible for such rates and fees.
 - 3.3. Without prejudice to any of PAB's other rights (whether at law or otherwise), PAB reserves the right to deny you access to the Website where PAB believes (in its reasonable discretion) that you are in breach of any of these Terms, or for any other reason in its sole discretion, where PAB will provide notice to you.
 - 3.4. **PAB does not guarantee that the Website, or any portion thereof, will function on any particular hardware or device.**

4. RECEIPT AND TRANSMISSION OF DATA MESSAGES

- 4.1. Data messages, including email messages, sent by you to PAB will be considered to be received only when acknowledged or responded to.
- 4.2. Data messages sent by PAB to you will be regarded as received when the complete data message enters an information system designated or used for that purpose by the recipient and is capable of being retrieved and processed by the recipient.
- 4.3. PAB reserves the right not to respond to any communication, email or other data message which contains obscene, threatening, defamatory, or otherwise illegal, unlawful or inappropriate content, and to take appropriate action against the sender of such email or data message where necessary.
- 4.4. Whilst all reasonable care is always used by PAB, messages sent over the internet cannot be guaranteed to be completely secure as they can be intercepted, lost or corrupted. PAB is therefore not responsible for the accuracy of any message sent by email over the internet, whether from PAB to a user or from a user to PAB.

5. INTELLECTUAL PROPERTY

- 5.1. All Website content and material, information, data, software, icons, text, graphics, lay-outs, images, sound clips, advertisements, video clips, trade names, logos, trademarks, designs,

copyright and/or service marks (as well as the organisation and layout of the Website and/or any Product) together with the underlying software code of the Website (“**the intellectual property**”) are owned (or co-owned or licenced, as the case may be) by PAB, its members, associates and/or partners, whether directly or indirectly, and as such, are protected from infringement by domestic and international legislation and treaties.

- 5.2. Subject to the rights afforded to you in these Terms, all other rights to all intellectual property on the Website and of Product/s are expressly reserved by PAB. **You may not copy, download, print, modify, alter, publish, broadcast, distribute, sell or transfer any intellectual property, editorial content, graphics or other material on the Website, of the Product/s or the underlying software code whether in whole or in part, without the written consent of PAB first being granted, which consent may be refused at the discretion of PAB.** No modification of any intellectual property or editorial content or graphics is permitted.

5.2.1. For clarity, all rights to any intellectual property provided by a user to the Website will remain with the user, but for which the user has provided PAB with a non-exclusive, non-transferable licence to use such user intellectual property as PAB deems fit on the Website and/or in advertising, for as long as the user remains registered on the Website.

- 5.3. **Should you breach these provisions, PAB and/or the rightful intellectual property rights owner may launch legal proceedings against you for a breach of contract, resulting in a claim of damages against you.**

- 5.4. PAB reserves the right to make improvements or changes to the intellectual property, information, artwork, graphics and other materials on the Website, or to suspend or terminate the Website, at any time without notice; provided that any transactions already concluded through the Website will not be affected by such suspension or termination (as the case may be).

- 5.5. Where any of the Website and/or Product intellectual property has been licensed to PAB or belongs to any third party, all rights of use will also be subject to any terms and conditions which that licensor or third party imposes from time to time and you agree to comply with such third party terms and conditions.

- 5.6. Subject to adherence to the Terms, PAB grants to users a personal, non-exclusive, non-assignable and non-transferable license to use and display all content and information contained on the Website on any machine which the user is the primary user. However, nothing contained on the Website or in these Terms should be construed as granting any licence or right to use any intellectual property without the prior written permission of PAB.

- 5.7. Any enquiries regarding any of the above relating to intellectual property must be directed to PAB at info@protectabed.co.za.

6. ADVERTISING AND SPONSORSHIP

- 6.1. The Website may contain advertising and sponsorship. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion in the Website complies with all applicable laws and regulations.

- 6.2. PAB, its members, employees, suppliers, partners, affiliates and agents accordingly exclude, to the maximum extent permitted in law, any responsibility or liability for any error or inaccuracy appearing in advertising or sponsorship material.

7. DISCLAIMERS AND INDEMNITIES

DISCLAIMERS

- 7.1. The Website, including any intellectual property appearing therein, is provided "as is" and "as available". **PAB makes no representations or warranties, express or implied, including but not limited to warranties as to the accuracy, correctness or suitability of either the Website or the information contained in it.**
- 7.2. All information or opinions of users made available on the Website in relation to any of the services or Products are those of the authors and not PAB. While PAB makes every reasonable effort to present such information accurately and reliably on the Website, PAB does not endorse, approve or certify such information, nor guarantee the accuracy or completeness of such information on the Website.
- 7.3. **PAB, its members, employees and partners, accept no liability whatsoever for any loss, whether direct or indirect, consequential or arising from information made available on (or by means of) the Website and/or transactions or actions resulting therefrom.**
- 7.4. **PAB, its members, employees, partners and affiliates, accept no liability whatsoever for any costs, expenses, fines or damages, including but not limited to direct or indirect loss or damages, including any economic loss, consequential loss, loss of profits or any form of punitive damages, resulting from the Product, access to, or use of, the Website in any manner.**
- 7.5. PAB takes reasonable security measures to ensure the safety and integrity of the Website and to exclude viruses, unlawful monitoring and/or access from the Website. However, PAB does not warrant or represent that your access to the Website will be uninterrupted or error free or that any information, data, content, software or other material accessible through the Website will be free of bugs, viruses, worms, Trojan horses or other harmful components. **The user's access to and use of the Website remains solely at the user's own risk and the user should take their own precautions accordingly.**

INDEMNITIES

- 7.6. **The user indemnifies and holds harmless PAB, its members, employees, and partners from any demand, action or application or other proceedings, including for attorneys' fees and related costs such as tracing fees, made by any third party and arising out of or in connection with the user's use of the Website or services offered or ordered through the Website in any way.**
- 7.7. **The user agrees to indemnify, defend and hold PAB harmless from any direct or indirect liability, loss, claim or expense (including reasonable legal fees) related to the user's breach of these Terms.**
- 7.8. **This clause will survive termination of this agreement.**

8. COMPANY INFORMATION

- Site owner: Protect-A-Bed
- Legal Status: PAB is a Close Corporation
- Director: Chaya Medalie
- Description of main business: Online platform promoting Protect-A-Bed mattress and pillow protectors

- Telephone number: 011 392 4762
- Email address: info@protectabed.co.za
- Website address: www.protectabed.co.za
- Physical address: Growthpoint Industrial Estate, Bell St
Meadowdale 1614
- Postal address: Growthpoint Industrial Estate, Block C1, Bell Street,
Meadowdale, 1614
- Registered address: Growthpoint Industrial Estate, Block C1, Bell Street,
Meadowdale, 1614
- Membership of any association: None

9. KYC AND AML REQUIREMENTS

- 9.1. A user's ability to make use of various parts of the Website or particular Services may be regulated by applicable know-your-customer ("KYC") and/or anti-money laundering ("AML") laws and the respective rules and regulations.
- 9.2. PAB may, at various times and depending on a range of factors in its sole discretion, including the exact nature of the user, require that a user submit certain information to PAB in order for the user to be verified as not infringing any of PAB's KYC and/or AML requirements and/or local or foreign laws. This information may include identity documents, passport documents and/or bank account information. PAB reserves the right to limit or terminate a user's access and use of the Services should the user fail to adhere to these requirements to the standard required by PAB. PAB also reserves the right to share this information with any legal authority when required under applicable laws.
- 9.3. PAB may restrict user transactions that may violate laws or PAB's internal KYC or AML conditions herein and as updated from time to time.
- 9.4. As a minimum, the following rule is applied:
 - 9.4.1. should you be an individual or entity flagged by authorities for whatever reason, we may not offer you any Services due to a national/international restriction prohibiting us from doing so.

10. DISPUTE RESOLUTION

- 10.1. The user's access and/or use of the Website and/or Services, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of the Republic of South Africa only.
- 10.2. Should any dispute, disagreement or claim arise between a user and PAB concerning the use of the Website or the Services, these parties shall endeavour to resolve the dispute amicably, by negotiation, and with the best interests of both parties in mind.
- 10.3. Should these parties fail to resolve such dispute in the aforesaid manner or within such further period as the parties may agree to in their negotiation, the parties will approach an independent industry expert who shall mediate the discussions between them in order to find a mutually beneficial solution.
- 10.4. If the dispute is still not resolved after such mediation, the parties will commence and be party to binding and confidential arbitration in terms of the expedited rules of the Arbitration Foundation of Southern Africa ("AFSA"), with an arbitrator selected by PAB. Arbitration proceedings shall be conducted in Johannesburg in English.
- 10.5. Notwithstanding the above, both parties consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa, even in the event where the quantum in the dispute may be less than the monetary jurisdiction of that court. Either party may also always use

the dispute resolution services of any applicable legislative tribunal or ombud, as provided for in applicable legislation.

- 10.6. The parties both agree that in no circumstance will either party publicise the dispute on any social media or other public platform. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim against the infringing party.

11. TERMINATION

- 11.1. **PAB reserves the right to terminate and cancel your account if you breach any of the Terms, or for any other reason, provided that PAB gives reasonable notice to you.**
- 11.2. If you wish to terminate your agreement with the Terms and with PAB, you may do so by discontinuing your use of the Website.
- 11.3. The obligations and liabilities of the parties incurred prior to the termination date of the agreement and/or use of the Website shall survive the termination of this agreement for all purposes.

12. NOTICES AND SERVICE ADDRESS

- 12.1. Each of the parties chooses their service address for the purposes of the giving of any notice, the serving of any process and for any other purposes arising from these Terms as being:
 - 12.1.1. in the case of PAB, at info@protectabed.co.za; and
 - 12.1.2. in the case of the user, at the email and addresses provided by the user to PAB in the information submission process when registering a profile.
- 12.2. Any notices to any party will be sent via email. Unless the contrary is proved, any notice transmitted by email will be deemed to have been received on the same day of transmission; provided that if such day is not a Business Day, then such notice shall be deemed to have been received on the 1st (first) Business Day following the day of transmission.
- 12.3. The term "**Business Day**" means any day other than a Saturday, Sunday or public holiday in South Africa.
- 12.4. Each of the parties will be entitled from time to time, by written notice to the other, to vary its service address to any other address which is not a post office box, provided that the change will become effective only 14 (fourteen) days after service of the notice in question.
- 12.5. Notwithstanding the above, any notice given in writing in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

13. GENERAL

- 13.1. This document contains the entire agreement between the parties in relation to the subject matter hereof. Save as contemplated in clause 2.2 above, no alteration, cancellation, variation of, or addition hereto will be of any force or effect unless reduced to writing and signed by all the parties to these Terms or their duly authorised representatives.
- 13.2. No indulgence, leniency or extension of time granted by PAB shall constitute a waiver of any of PAB's rights under these Terms and, accordingly, PAB shall not be precluded as a consequence of having granted such indulgence from exercising any rights against the user which may have arisen in the past or which might arise in the future.
- 13.3. Words importing the singular will include the plural and vice versa. Words importing one gender will include the other genders, and words importing persons will include partnerships, trusts and bodies corporate, and vice versa.

- 13.4. The headings to the paragraphs to the Terms are inserted for reference purposes only and will not affect the interpretation of any of the provisions to which they relate.
- 13.5. The user's access and/or use of the Website, any downloaded material from it and the operation of these Terms (including any transaction concluded pursuant thereto) shall be governed by and construed in accordance with the laws of South Africa.
- 13.6. Should you have any complaints or queries, kindly address an email to info@protectabed.co.za advising PAB of same.
- 13.7. In the event of the user breaching these Terms, the user shall be liable for all legal costs (on the scale as between attorney and client) (including collection commission) which may be incurred by PAB in relation to the payment failure or breach.
- 13.8. Each sentence, paragraph, term, clause and provision of these Terms and any portion thereof shall be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and shall not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which shall continue to be given full force and effect and bind the parties hereto.
- 13.9. No term or condition of these Terms is intended to breach any peremptory provisions of any consumer protection legislation and any regulations thereto ("**Prohibited Provision**"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 17.8.