

Gauteng ePanic Button Privacy Policy

PRIVACY POLICY

This Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your information when You use Gauteng ePanic Button App and tells You about Your privacy rights and how the law protects You and the license agreement.

INTRODUCTION

The right to privacy is an integral human right recognised and protected in the South African Constitution and the Protection of Personal Information Act 4 of 2013 (“POPIA”). POPIA aims to promote the protection of privacy by providing guiding principles that are intended to be applied to the processing of personal information in a context-sensitive manner.

We collect and use of certain aspects of the personal information of users. A person’s right to privacy entails having control over his or her personal information and being able to conduct his or her affairs relatively free from unwanted intrusions.

Section 18 of POPIA determines that you have the right to know what personal information the Gauteng ePanic Button App have about you, to correct it and to request its deletion as well as what information the Gauteng ePanic Button App may have shared with third parties. You may also object to the processing of your personal information. The Privacy Policy addresses all these aspects below.

This Privacy Policy describes –

1. the types of Personal Information we collect on Gauteng ePanic Button App;
2. how we hold and use the information;
3. with whom we may share your Personal Information;
4. your rights regarding our use of your Personal Information; and
5. the measures we take to protect the security of the information;

When you register for the first time (in the case of new end user) or log on (in the case of existing end user) to the App, you declare by means of clicking "I ACCEPT" or through your continued use that you accept this Privacy Policy and expressly consent to the handling, use and disclosure of your Personal Information in the manner described herein.

INFORMATION WE COLLECT

We collect several different types of information for various purposes to provide and improve our service to you. We will collect only relevant and adequate personal information necessary for the purposes for which we are permitted in terms of applicable law. The type of information that we collect will depend on how you use the Application.

1. Register to use our services (through the App). This includes the following mandatory information: Your name, email address, phone number, the organisation you work for.
2. Your preferences
3. Information about your use of the App

4. Your IP address of your device is used to determine your geographic location so that we can customise your experience on the App;

5. Location. If you elect to use location-based features on the App and turn on the location services settings on your device (e.g. GPS and/or bluetooth)

When You access the App, We may collect certain information automatically, including, but not limited to, the type of mobile device You use, Your mobile device unique ID, the IP address of Your mobile device, Your mobile operating system, the type of mobile Internet browser You use, unique device identifiers and other diagnostic data.

Right to delete all personal information

If you would like us to delete all your personal information, we may need to terminate all agreements/contracts you have with us that you may be awarded as we cannot maintain our relationship without having some of your personal information. We also retain the right to refuse to delete your information if we are required by law or by contract to keep it or if we require it to protect our rights.

Use of Your Personal Data

Gauteng ePanic Button App use Personal Data for the following purposes:

To manage Your Account: to manage Your registration as a user of the App. The Personal Data You provide can give You access to different functionalities of the App that are available to You as a registered user.

To increase the efficiency and operation of the App.

To compile anonymous statistical data and analysis for use internally.

To manage Your requests: To attend and manage Your requests to Us

To communicate with you about the App and our services and let you know about our policies and terms of use, including updates thereto.

To request feedback and contact you about your use of the App.

To detect, prevent and address technical issues.

To verify accounts and activity on the App, combat harmful conduct, detect and prevent spam and any other negative experiences on the App, maintain the integrity of our services, and promote safety and security on the App (e.g. investigating suspicious activity or violations of our Terms of Use).

Security of Your Personal Data

We use administrative, technical, and physical security measures to help protect your personal information. We work hard to protect your information from unauthorised access, disclosure or destruction, for example, by making use of end-to-end encryption and obfuscation of personally identifiable information where possible.

We review and update - security measures in accordance with and technological advances - legislation as amended from time to time. Access to personal data from within our organisation is limited to specific staff or specialists that are required to access our systems for service provider database maintenance purposes, and who are bound by the requirements of the legislation and are required to maintain safety and security measures.

Retention of Your Personal Data

We store your information until it is no longer necessary for our purposes as set out in this Notice, or until your account is deleted and we do not have a legal basis to retain it for a longer period. This is a case-by-case determination that depends on things such as the nature of the information, why it is collected and processed, and relevant legal or operational retention needs.

Your Rights

1. You have a number of rights under POPIA which, in certain circumstances, you may be able to exercise in relation to the personal information we process about you.
2. The right to request us to confirm, free of charge, whether or not we hold certain personal information about you.
3. The right to access a copy or record of the personal information we hold about you, including information about the identity of all third parties, or categories of third parties, who have, or have had, access to the information.
4. The right to correction of inaccurate personal information we hold about you.
5. The right to restrict our use of your personal information.
6. The right to ask us to destroy or delete the information we hold about you.
7. The right to object to our use of your personal information.
8. Where we rely on consent as the legal basis on which we process your personal information, you may withdraw that consent at any time.

Children's Privacy

Gauteng ePanic Button App is not directed to children under eighteen (18) years of age and we do not knowingly collect personal information from children under 18. If we discover that a child under 18 has provided us with personal information, we will promptly delete such personal information from our systems.

END USER LICENSE AGREEMENT

1.ALLOWED USE AND LICENSE

By installing and/or using Gauteng ePanic Button App ("Software") containing this software, you agree that this End User License Agreement(EULA) is a legally binding and valid contract and agree to be bound by it. You agree to abide by the intellectual property laws and all of the terms and conditions of this Agreement. Unless you have a different license agreement signed by Gauteng Provincial Government your use of Gauteng ePanic Button App indicates your acceptance of this license agreement and warranty. Subject to the terms of this Agreement, Gauteng Provincial Government grants to you a limited, non-exclusive, non-transferable license, without right to sub-license, to use Gauteng ePanic Button App in accordance with this Agreement and any other written agreement with Gauteng Provincial Government. Gauteng Provincial Government does not transfer the title of Gauteng ePanic Button App to you; the license granted to you is not a sale. This agreement is a binding legal agreement between Gauteng Provincial Government and the purchasers or users of Gauteng ePanic Button App. If you do not agree to be bound by this agreement, uninstall Gauteng ePanic Button App from your device now.

2.DISTRIBUTION

Gauteng ePanic Button App and the license herein granted shall not be copied, shared, distributed, re-sold, offered for re-sale, transferred or sub-licensed in whole or in part except that you may make one copy for archive purposes only. For information about redistribution of Gauteng ePanic Button App contact Gauteng Provincial Government.

3.USER AGREEMENT

3.1 Use

Your license to use Gauteng ePanic Button App is limited to the installation on your mobile phone. You shall not allow others to use, copy or evaluate copies of Gauteng ePanic Button App.

3.2 Use Restrictions

You shall use Gauteng ePanic Button App in compliance with all applicable laws and not for any unlawful purpose. Without limiting the foregoing, use, display or distribution of Gauteng ePanic Button App together with material that is pornographic, racist, vulgar, obscene, defamatory, libellous, abusive, promoting hatred, discriminating or displaying prejudice based on religion, ethnic heritage, race, sexual orientation or age is strictly prohibited.

Each copy of Gauteng ePanic Button App may be used on one single mobile phone by one user. Use of Gauteng ePanic Button App means that you have loaded, installed, or run Gauteng ePanic Button App on a mobile phone.

The assignment, sublicense, networking, sale, or distribution of copies of Gauteng ePanic Button App are strictly forbidden without the prior written consent of Gauteng Provincial Government. It is a violation of this agreement to assign, sell, share, loan, rent, lease, borrow, network or transfer the use of Gauteng ePanic Button App. If any person other than yourself uses Gauteng ePanic Button App registered in your name, regardless of whether it is at the same time or different times, then this agreement is being violated and you are responsible for that violation.

3.3 Copyright Restriction

This Software contains copyrighted material, trade secrets and other proprietary material. You shall not, and shall not attempt to, modify, reverse engineer, disassemble or decompile Gauteng ePanic Button App. Nor can you create any derivative works or other works that are based upon or derived from Gauteng ePanic Button App in whole or in part.

Gauteng Provincial Government's name, logo and graphics file that represents Gauteng ePanic Button App shall not be used in any way to promote products developed with Gauteng ePanic Button App. Gauteng Provincial Government retains sole and exclusive ownership of all right, title and interest in and to Gauteng ePanic Button App and all Intellectual Property rights relating thereto.

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3.4 Limitation of Responsibility

You will indemnify, hold harmless, and defend Gauteng Provincial Government, its employees, agents and distributors against any and all claims, proceedings, demand and costs resulting from or in any way connected with your use of Gauteng Provincial Government's Software.

In no event (including, without limitation, in the event of negligence) will Gauteng Provincial Government, its employees, agents or distributors be liable for any consequential, incidental, indirect, special or punitive damages whatsoever (including, without limitation, damages for loss of profits, loss of use, business interruption, loss of information or data, or pecuniary loss), in connection with or arising out of or related to this Agreement, Gauteng ePanic Button App or the use or inability to use Gauteng ePanic Button App or the furnishing, performance or use of any other matters hereunder whether based upon contract, tort or any other theory including negligence.

Gauteng Provincial Government's entire liability, without exception, is limited to the customers' reimbursement of the purchase price of the Software (maximum being the lesser of the amount paid by you and the suggested retail price as listed by Gauteng Provincial Government) in exchange for the return of the product, all copies,

registration papers and manuals, and all materials that constitute a transfer of license from the customer back to Gauteng Provincial Government.

3.5 Warranties

Except as expressly stated in writing, Gauteng Provincial Government makes no representation or warranties in respect of this Software and expressly excludes all other warranties, expressed or implied, oral or written, including, without limitation, any implied warranties of merchantable quality or fitness for a particular purpose.

3.6 Governing Law

This Agreement shall be governed by the law of the South Africa applicable therein. You hereby irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of South Africa therefrom. If any provision shall be considered unlawful, void or otherwise unenforceable, then that provision shall be deemed severable from this License and not affect the validity and enforceability of any other provisions.

3.7 Termination

Any failure to comply with the terms and conditions of this Agreement will result in automatic and immediate termination of this license. Upon termination of this license granted herein for any reason, you agree to immediately cease use of Gauteng Provincial Government App and destroy all copies of Gauteng Provincial Government App supplied under this Agreement. The financial obligations incurred by you shall survive the expiration or termination of this license.

4. DISCLAIMER OF WARRANTY

THIS SOFTWARE AND THE ACCOMPANYING FILES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES AS TO PERFORMANCE OR MERCHANTABILITY OR ANY OTHER WARRANTIES WHETHER EXPRESSED OR IMPLIED. THIS DISCLAIMER CONCERNS ALL FILES GENERATED AND EDITED BY Gauteng Provincial Government App AS WELL.

5. CHANGES TO THIS PRIVACY POLICY

We may update Our Privacy Policy from time to time. We will notify You of any changes by posting the new Privacy Policy on this page.

We will let You know via email and/or a prominent notice on Our App, prior to the change becoming effective and update the Last updated date at the top of this Privacy Policy.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page.

6. CONTACT INFORMATION

If you have any questions or comments about this notice, our Privacy Statement, the ways in which we collect and use your personal information, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at support@gauteng.gov.za or hotline@gauteng.gov.za

7. LAST UPDATED

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