

AMARI HEALTH (PTY) LTD

REGISTRATION NUMBER: 2019/491963/07

PLATFORM PRIVACY POLICY

INTRODUCTION

This Privacy Policy (“Policy”) governs the Processing of Personal Information and/or Special Personal Information by Amari Health (“We”, “Us”, “Our”, “Ourselves”) in accordance with Applicable Data Protection Laws and in connection with Amari Health’s Platform which is located on Our Website (www.amari.health). The Data Subject’s (“You”, “Your”, “Yourself/ves”) use of Platform is subject to this Policy and the Terms of Service which are incorporated by reference into this Policy. In general, by visiting/engaging with the Platform, You signify Your Consent to Us Processing Your Personal Information and/or Special Personal Information in accordance with this Policy.

We are committed to the principle of accountability in maintaining the integrity and confidentiality of Personal Information and/or Special Personal Information collected or received by Us when You use Our Platform, as well as ensuring transparency between Ourselves and You. This Policy describes how We treat Personal Information and/or Special Personal Information collected or received from You.

Accordingly, We encourage You to read this Policy carefully and contact Us with any questions or concerns in regard to Our privacy practices. We may amend this Policy at any time. All amended terms shall be effective immediately upon the posting of the revised Policy on the Platform homepage and/or Our Website and any subsequent activity in relation to Our Platform shall be governed by such amended terms and conditions.

If You do not agree with any term in this Policy, please do not use the Platform. Alternatively, please contact our Information Officer, Onkgopotse Khumalo at onkgopotse@amari.health

This Policy was last revised on 29 May 2024

You are advised to regularly visit the Portal page for any amendments or updates to this Policy.

For enquiries, contact Our Information Officer.

1. DEFINITIONS

- 1.1. **“Administrator”** shall mean the Employee of Amari Health who shall run the day-to-day operations of the Platform, and who liaise with all Parties with access to and who utilise the Platform.
- 1.2. **“Aggregation/Aggregated”** shall mean the process of combining, summarising, or grouping Data or information from multiple Patients to create a summarised and anonymised dataset which includes key metrics, trends, themes, insights, or patterns derived from the individual Patient Data, without revealing any Personal Information. Such dataset shall be used by Us to inform mental health research, policy development and provide reports to Employers who make use of Our Services.

- 1.3. **“Applicable Data Protection Laws”** shall mean all legislation, regulations or guidance notes in the Republic of South Africa protecting the fundamental rights and freedoms of individuals in respect of their right to privacy with respect to the Processing of Personal Data. This includes South Africa’s Promotion of Access to Information Act, 2000 (“PAIA”), the Protection of Personal Information Act, 2013 (“POPIA”), General Data Protection Regulation, 2016/679 (GDPR) and Health Insurance Portability and Accountability Act 45 CFR (HIPAA).
- 1.4. **“Business Days”** shall mean 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.
- 1.5. **“Business Hours”** shall mean the hours between 09h00 and 18h00 on any Business Day.
- 1.6. **“Child/Children”** shall mean a natural person under the age of 18 years who is not legally competent, without the assistance of a Competent Person, to take any action or decision in respect of any matter concerning him- or herself.
- 1.7. **“Cookies”** shall mean the small text files that are downloaded onto the User’s device when he/she/it accesses Our Website
- 1.8. **“Competent Person”** shall mean any person who is legally competent to Consent to any action or decision being taken in respect of any matter concerning a Child which may include a parent or a guardian.
- 1.9. **“Consent”** shall mean any voluntary, specific, and informed expression of will in terms of which You give Your permission to Us to Process Your Personal Information in accordance with these Terms and with Our Privacy Policy.
- 1.10. **“Content”** shall mean including but not limited to any data, text, figures, images, illustrations, resources, information, scripts, graphics, interactive features, writing, submissions, audio and/or video, PDFs in whole or in part housed or contained, displayed, provided, or otherwise made available on or through the Platform by Us.
- 1.11. **“Data”** shall mean raw facts, figures, or information that is collected from Patients, stored, and analysed for mental health purposes.
- 1.12. **“Data Subject”** shall mean the person who owns the Personal Information and/or Special Personal Information that is to be Processed by Us when using Our Platform.
- 1.13. **“De-identify”** shall mean to delete any information in a way that prevents all ways that re-identifies the Data Subject; can be used or manipulated by a reasonably foreseeable method to identify the data subject; or can be linked by a reasonably foreseeable method to other information that identifies the Data Subject.
- 1.14. **“Demo Call”** shall mean a virtual meeting or consultation between a potential Patient, Employer and/or Therapist with Amari Health where the Client can ask questions, set out their specific requirements regarding the Services and explore the Platform so that they can make an informed decision of whether to make use of the Platform provided by Amari Health.

- 1.15. **“Electronic Signatures”** shall mean data in electronic form which is attached to or logically associated with other data in electronic form, and which is intended by the User to serve as a signature; as defined in the Electronic Transactions and Communications Act, 2002. (“ECTA”).
- 1.16. **“Employee”** shall mean any person employed by Amari Health who is entitled to receive remuneration. This includes permanent, temporary, and part-time Employees, as well as consultants, directors, and contract workers.
- 1.17. **“Employer”** shall mean a natural or juristic person who shall make use of Amari Health’s Services in order to manage its employees’ mental health and wellbeing.
- 1.18. **“Health Insurance Portability and Accountability Act 45 CFR (HIPAA)”** shall mean the law that regulates the privacy and security of medical Records through setting technical and administrative standards that must be followed by healthcare providers.
- 1.19. **“Health Professions Council of South Africa (“HPCSA”)** shall mean that statutory body that is established in terms of the Health Profession Act, 56 of 1974 which oversees compliance with the education, training and registration of practising health professionals registered under the Health Professions Act. It ensures that health practitioners uphold and maintain the professional and ethical standards within the health industry and ensures that disciplinary action is taken against health professionals who fail to act accordingly.
- 1.20. **“Information Officer”** shall mean in the case of a juristic person: the chief executive officer or equivalent officer of the juristic person or any person duly authorised by that officer; or the person who is acting as the head of the juristic person or any person duly authorised by such acting person.
- 1.21. **“Information Regulator”** shall mean the data protection supervisory authority which has jurisdiction over the Responsible Party’s Processing of Personal Information as contemplated in terms of section 39 of the Protection of Personal Information Act, 2013.
- 1.22. **“Intellectual Property”** shall mean collectively, patents, copyright, trademarks, logos, style names, slogans, designs, models, methodologies, Know-How, inventions, trade and business secrets and any other type of Intellectual Property as now existing or to be created in future (whether registered or unregistered including applications for and rights to obtain, use or protect) which are used or held, whether or not currently, in connection with Us or Our Website.
- 1.23. **“Know-How”** means ideas, designs, documents, diagrams, information, devices, technical data, scientific data, secret and other processes, and methods used in connection with the Website and/or Our business, and all available information regarding marketing and promotion of Our Mental Health Services, and all and any modifications or improvements to any of Our Mental Health Services which do not constitute entirely services.
- 1.24. **“Medical Aid Scheme”** shall mean a private insurance plan that individuals and families can use to help them manage the costs of healthcare through provision of financial assistance for medical expenses and various healthcare services, including Mental Health Services so that access to quality medical care is guaranteed.

- 1.25. **“Operator”** shall mean a person who Processes Personal Information on behalf of a Responsible Party in terms of a contract or mandate, without coming under the direct authority of the Responsible Party
- 1.26. **“Patient/s, You, Yourself/ves”** shall mean a natural or juristic person who uses Amari Health’s Platform to access and receive Services.
- 1.27. **“Personal Information”** shall mean information relating to an identifiable, living, natural person and where it is applicable, to an identifiable, existing juristic person, including but not limited to:
- 1.27.1. information relating to race, gender, sex, pregnancy, marital status, national, ethnic, or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
 - 1.27.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 1.27.3. an identifying number, symbol, email address, physical address, telephone number, location information, online identifier, or other particular assignment to the person;
 - 1.27.4. the biometric information of the person;
 - 1.27.5. the personal opinions, views, or preferences of the person;
 - 1.27.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 1.28. the views or opinions of another individual about the person; and
 - 1.29. the name of the person if it appears with other Personal Information and/or Special Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

This information shall be provided by the User in connection with their use of Amari Health’s Platform;

- 1.30. **“Platform”** shall mean Amari Health’s digital platform which connects Patients and Employers seeking Services with qualified Therapists.
- 1.31. **“Process/Processing”** shall mean any operation or set of operations which is performed upon data, whether or not by automatic means, such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure, or destruction of information.
- 1.32. **“Record”** shall mean recorded information, in any form, including Personal Information in computer systems, created, or received and maintained by the Responsible Party in the course of its official duties and kept as evidence of such activity.
- 1.33. **“Responsible Party”** shall mean a public or private body or any other person which alone or in conjunction with others, determines the purpose and means for Processing Personal Information. For the purposes of this Policy, We are the Responsible Party in relation to Personal Information You submit through the Application Portal.
- 1.34. **“Services”** shall mean the range of interventions, treatments, and support tools that are designed to promote and maintain mental well-being, prevent mental health issues, and address mental health challenges through our digital platform which has the main goal of promoting mental wellness, reducing stigma surrounding mental health, and empowering individuals to seek help when needed.

- 1.35. **“Service Provider/s”** shall mean professionals who offer technical support, maintenance, and development services to ensure the smooth functioning, management and security of the Platform. These include without limitation, Our Cloud Service Providers, Payment Gateway Operators, and Telecommunications service providers.
- 1.36. **“Special Personal Information”** shall mean the same as defined by Protection of Personal Information Act, 2013.
- 1.37. **“Therapist/s”** shall mean the natural person who is a healthcare professional who provides Services to Patients which may include without limitation general practitioners, psychiatric nurses, psychologists, psychiatrists, social workers, counsellors, and therapists.
- 1.38. **“Third Parties”** shall mean any other natural or juristic person that is not You, the User, or Ourselves.
- 1.39. **“User”** shall mean the Patient and The Therapist collectively who have created Accounts on the Platform for their own respective benefits, with the Patient seeking Mental Health Services and the Therapist providing professional Services.
- 1.40. **“Website”** shall mean Amari Health’s website owned by Amari Health and located at www.amari.health

2. PERSONAL INFORMATION AND/OR SPECIAL PERSONAL INFORMATION

- 2.1. The Platform collects and Processes the Personal Information and/or Special Personal Information of the Users for the purposes listed in clause 3.4 below. The Processing of Personal Information and/or Special Personal Information is conducted in accordance with this Privacy Policy.
- 2.2. It is the duty and responsibility of the Responsible Party to direct the Users to the terms and conditions of this Privacy Policy.

2.3. Consent For Collection and Processing

- 2.3.1. By submitting Your Personal Information and/or Special Personal Information when accessing or otherwise using the Platform, You agree to the terms and conditions of this Policy. You expressly Consent to the Processing of Your Personal Information and/or Special Personal Information in accordance with this Policy.
- 2.3.2. You understand that Your Consent to the Processing of Your Personal Information and/or Special Personal Information by Us relates strictly to the purposes specified below.
- 2.3.3. By using Our Platform, You represent and warrant that You are 18 years of age or older. This Platform is not intended for use by Children. If You are a Child, You undertake to obtain Your Competent Person’s Consent before accessing and using Our Platform.
- 2.3.4. You warrant that the Personal Information and/or Special Personal Information submitted on Our Platform relates to You and not to a Third Party. Where You submit the Personal Information and/or Special Personal Information of a Third Party, You warrant that You are legally entitled to do so.

- 2.3.5. You expressly Consent to Us keeping Your Personal Information and/or Special Personal Information once Your relationship with Us has been terminated for Aggregate, statistical or historical purposes. Such Personal Information and/or Special Personal Information will be De-identified and cannot be used to identify You personally.
- 2.3.6. In the event that You wish to revoke Consent pertaining to Your Personal Information and/or Special Personal Information and You would like Us to delete and/or destroy Your Personal Information and/or Special Personal Information, You are encouraged to contact Our Information Officer whose role and contact details are set out in clause 8 below.

2.4. Purpose For Collection and Processing

- 2.4.1. We primarily Process Your Personal Information and/or Special Personal Information, collected or received from You in accordance with Your use of Our Platform. We Process Your Personal Information and/or Special Personal Information for the following purposes:
- 2.4.1.1. To inform You about Our Services and other activities;
 - 2.4.1.2. To market Our Services to You;
 - 2.4.1.3. To respond to any queries submitted by You either through Our online contact form, chatbot or sent by You over email;
 - 2.4.1.4. To provide Our Services to You;
 - 2.4.1.5. To provide Aggregated reports to Employers and Third Parties who provide Our Mental Health Services to their employees in order to support their mental wellbeing;
 - 2.4.1.6. To gather information that will be compiled into a white paper detailing the current state of mental wellbeing among a diverse group of South African people;
 - 2.4.1.7. To comply with the law, specifically in response to a demand from government authorities where such demand meets the legal requirements; and
 - 2.4.1.8. To achieve other purposes as authorised or required by law (e.g., to prevent a threat to life, health, or safety, or to enforce Our legal rights.
- 2.5. We expressly acknowledge and undertake that we do not use any Personal Information and/or Special Personal Information for any other purposes not described above.

3. WHAT WE COLLECT AND HOW

- 3.1. We may collect, Process, and retain certain Personal Information and/or Special Personal Information from You in connection with Your use of the Platform. We only collect Personal Information in the following ways:
- 3.1.1. When You upload Your Personal Information and/or Special Personal Information on Our Platform for the purposes of providing and receiving Mental Health Services;
 - 3.1.2. When You send Us a message via Our 'Get Help' tab on Our Website;
 - 3.1.3. When You send a message to Our chatbot;
 - 3.1.4. When You send a message to Us via Our WhatsApp line; and
 - 3.1.5. When You send an email to Us or call Us.
- 3.2. We collect the following Personal Information and/or Special Personal Information:
- 3.2.1. When You upload Your Personal Information and/or Special Personal Information on Our Platform which is located on Our Website in order to provide or receive Mental Health Services;

For Patients (Individuals):

- 3.2.2. Your full names as per Your Identity Document;
- 3.2.3. Your surname;
- 3.2.4. Your preferred name;
- 3.2.5. Your birthday;
- 3.2.6. Your gender;
- 3.2.7. Your email address;
- 3.2.8. Your contact number;
- 3.2.9. Your Medical Aid Scheme;
- 3.2.10. Your preferred language;
- 3.2.11. Your next of kin details;

For Patients (Employers)

- 3.2.12. Your entity name;
- 3.2.13. Your registration number;
- 3.2.14. Your VAT details;
- 3.2.15. Your banking details;
- 3.2.16. Your team members' Personal Information and/or Special Personal Information

For Therapists

- 3.2.17. Your name;
- 3.2.18. Your surname;
- 3.2.19. Your image;
- 3.2.20. Your gender;
- 3.2.21. Your contact number;
- 3.2.22. Your email address;
- 3.2.23. Your professional details which may include without limitation, your HPCSA number, your level of expertise, your qualifications, the kind of practice you have, and the number of other entities that you are registered with;
- 3.2.24. Your references;

5.3.2. When You schedule a Demo Meeting with Us:

- 5.3.2.1. Your full name;
- 5.3.2.2. Your surname;
- 5.3.2.3. Your email address

5.3.3. When You contact Us through Our 'Get Help' tab:

- 5.3.3.1. Your name;
- 5.3.3.2. Your surname;
- 5.3.3.3. Your contact number;
- 5.3.3.4. Your email address; and
- 5.3.3.5. Personal Information and/or Special Personal Information that may be contained in the 'Additional Information' section so that We fully understand Your concerns and queries

5.3.4. When You send an email to Us:

- 5.3.4.1. Personal Information and/or Special Personal Information that may be contained in Your email or other communications with Us.

- 5.4. We knowingly collect or Process Personal Information of Data Subjects under the age of 18 without the respective Data Subject's Competent Person's Consent.

6. ACCURACY

- 6.3. You agree that any and all Personal Information and/or Special Personal Information that You provide to Us is accurate, full and up to date. In the event that Your Personal Information and/or Special Personal Information contains any errors or inaccuracies, You agree to indemnify and hold Us, Our officers, directors, employees, agents, members, and service providers harmless from and against any claims, damages, actions, and liabilities, including without limitation: loss of profits, direct, indirect, incidental, special, consequential, or punitive damages arising out of Our reliance on such Personal Information and/or Special Personal Information.
- 6.4. You agree to let Us know immediately if You become aware that Your Personal Information and/or Special Personal Information has been provided to Us by another person without Your Consent or if You did not obtain Consent before providing a Third Party's Personal Information and/or Special Personal Information to Us.

7. PROCESSING OF PERSONAL INFORMATION AND/OR SPECIAL PERSONAL INFORMATION

- 7.3. The Processing of Your Personal Information and/or Special Personal Information by Us shall include the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, or merging, linking, as well as blocking, degradation, erasure, or destruction of information.
- 7.4. We will only Process Your Personal Information and/or Special Personal Information where:
- 7.4.2. You have Consented to such Processing (**which Consent may be withdrawn at any time by sending an email to Our Information Officer. Kindly refer to clause 8 below**);
- 7.4.3. The Processing is necessary to provide the Platform to You;
- 7.4.4. The Processing is necessary for the conclusion or performance of a contract between Us and You;
- 7.4.5. The Processing is necessary for compliance with Our legal obligations; and/or
- 7.4.6. The Processing is necessary to protect Your legitimate interests or to pursue Our legitimate interests or those of any Third-Party recipients that may receive Your Personal Information and/or Special Personal Information.

8. DISCLOSURE OF PERSONAL INFORMATION AND/OR SPECIAL PERSONAL INFORMATION

- 8.3. We may disclose Your Personal Information and/or Special Personal Information to:
- 8.3.2. Our Employees to enable Us to advance Our mission of providing online Services;
- 8.3.3. Our Employees who fulfil requests by You, and to otherwise provide information, and/or customer services to You;
- 8.3.4. Our Administrator who manages the Platform that is located on Our Website;
- 8.3.5. Our founder who Processes, evaluates and makes the final decision on the applications received from Therapists who want to expand their client network and provide Services on Our Platform;

- 8.3.6. Our Service Providers to assist You with troubleshooting problems, or operating the Platform
- 8.3.7. Any organisation for any authorised purpose with Your express Consent.
- 8.4. We may share non-personally identifiable information with Third Parties for research purposes.
- 8.5. We may further disclose Your Personal Information and/or Special Personal Information under the following circumstances:
- 8.5.2. To comply with the law or with legal process;
- 8.5.3. To protect and defend Our rights, equipment, facilities, and other property;
- 8.5.4. To protect Us against misuse or unauthorised use of the Website;
- 8.6. We will not disclose Your Personal Information and/or Special Personal Information to any Third-Parties other than Our Operators who are authorised to Process Your Personal Information on Our behalf. Any other disclosure of the Personal Information that You Provide to Us, may be done only in accordance with Applicable Data Protection Laws.
- 8.7. Your Personal Information and/or Special Personal Information is stored on servers inside of South Africa. You hereby provide Us with Your Consent to store Your Personal Information inside of South Africa.
- 8.8. We may transfer Your Personal Information and/or Special Personal Information beyond the borders of South Africa only for the purposes of facilitating functions that are not possible within the scope of our existing platform in line with the legislation of those countries

9. OUR INFORMATION OFFICER AND YOUR RIGHTS

- 9.3. The Protection of Personal Information Act places a duty on Us to appoint an Information Officer. This position is automatically filled by the CEO or equivalent officer, or a person acting as the head of the company, or other authorised person appointed as such.
- 9.4. The role of the Information Officer is filled by Onkgopotse Khumalo. Her contact details are:
- Email Address: onkgopotse@amari.health
Contact Number: +27 83 626 3667
- 9.5. Her duties under the Applicable Data Protection Laws are:
- 9.5.2. Liaising with You when You have a question about Your Personal Information and/or Special Personal Information;
- 9.5.3. Assisting You with any requests and enforcing Your rights in respect of Your Personal Information and/or Special Personal Information;
- 9.5.4. Making sure that We are compliant with the Applicable Data Protection Laws and that We Process Your Personal Information and/or Special Personal Information in accordance with this Policy.
- 9.6. You may choose when You wish to provide Your Personal Information and/or Special Personal Information to Us. You also have the right to withdraw Your Consent at any time. However, if You choose not to provide certain details, or if You withdraw Your Consent, Your experience

with some, or all of the Platform features and/or Our Services, may be affected. For example, We will not be able to match You with the right Therapist should You not complete the initial questionnaire when You sign up to use Our Platform.

- 9.7. To the extent provided for in law, You have certain rights in respect of Your Personal Information and/or Special Personal Information. In particular:
- 9.7.2. **Withdrawal of Consent:** You may withdraw Your Consent at any time by sending a written request to Our Information Officer. Upon receiving notice that You have revoked Your Consent, We will stop using Your Personal Information and/or Special Personal Information within a reasonable time, which will vary depending on what information We have collected and for what purpose. We will send You a confirmation email stating the same.
- 9.7.3. **Access or Obtain a Copy of Your Personal Information and/or Special Personal Information:** You have the right to examine any of Your Personal Information and/or Special Personal Information that We collect. Should You wish to examine the Personal Information We hold about You, or obtain a copy thereof, please send a written request to Our Information Officer. As per the Promotion of Access to Information Act, 2000, We may charge a nominal fee should You request any physical copies or Records.
- 9.7.4. **Update, Modify, Rectify, Erase:** You may request Us to update, modify, rectify, or erase the Personal Information and/or Special Personal Information that We hold on You, by emailing Our Information Officer; and
- 9.7.5. **Object:** You have the right to object to Our Processing of Your Personal Information and/or Special Personal Information or Restrict or stop Us from using any of the Personal Information and/or Special Personal Information which We hold on You, including by withdrawing any Consent You have previously given to the Processing of such information. In this regard You may email Our Information Officer.
- 9.8. These rights are not absolute, and We therefore reserve the right to refuse any requests in terms of the above-mentioned rights, for any reason permitted under the Applicable Data Protection Laws.
- 9.9. Furthermore, You also have the right to lodge a complaint with the Information Regulator.

10. USER ANALYTICS AND TRACKING

- 10.3. We use Google Analytics as a tracking technology to collect information for the purpose of tracking traffic to understand User interaction with Our Platform. The information collected is kept confidential. You can find more information on Google Analytics' Privacy Policy [here](#).
- 10.4. We collect information which is aggregated to measure the frequency of visits to Our Platform, and the average time spent on the Platform. Google Analytics may use various Cookies to collect information and report site usage statistics. You are able to manage Cookie settings in Your browser. However, if You choose not to allow certain Cookies, or if You withdraw Your Consent, Your experience with some, or all of the Website features, may be affected.
- 10.5. We collect and use the information as mentioned in this clause for the purposes of administering and improving Our Platform, Our Services and communication with You by analysing this information through Google Analytics. This information may be shared with Our Administrator to such an extent as it is necessary for them to administer and improve Our Platform.

10.6. We automatically collect Your IP address when You visit the Website where Our Platform is located. This collection is facilitated by Our Website hosting agents and/or Service Providers. Such information is kept confidential.

11. SECURITY OF PERSONAL INFORMATION AND/OR SPECIAL PERSONAL INFORMATION

- 11.3. We are committed to and will implement and maintain reasonable and appropriate technical and organisational measures to safeguard any Personal Information and/or Special Personal Information provided to Us from accidental or unlawful destruction, loss, or alteration, as well as the unauthorised disclosure of, or access to, Personal Information transmitted, stored, or otherwise Processed.
- 11.4. We will review these processes regularly and improve them when required. We will delete, destroy or De-identify Personal Information and/or Special Personal Information once We no longer require it for the purposes mentioned herein, or as required by law.
- 11.5. Notwithstanding the above, it is emphasised that even though We have taken significant steps to protect Your Personal Information and/or Special Personal Information, You acknowledge and understand that no company, including Ourselves, can fully protect against security risks associated with the Processing of Personal Information and/or Special Personal Information online.

12. RETENTION OF PERSONAL INFORMATION AND/OR SPECIAL PERSONAL INFORMATION

- 12.3. We retain Personal Information and/or Special Personal Information for the period necessary to fulfil the purposes outlined in this Policy. When determining how long to retain Personal Information and/or Special Personal Information, We consider the necessity of the Personal Information and/or Special Personal Information for the provision of Our Mental Health Services, as well as the requirements of other Third-Parties, applicable laws, regulations, and legal obligations. We may also retain Records to investigate or defend against potential legal claims.
- 12.4. When retention of the Personal Information and/or Special Personal Information is no longer necessary, the information will either be deleted, destroyed, or Aggregated for analytics purposes. Where the Personal Information and/or Special Personal Information is Aggregated, We will De-identify Your Personal Information and/or Special Personal Information.

13. TRANS-BORDER FLOW

- 13.3. Your Personal Information and/or Special Personal Information is stored on servers inside of South Africa. You hereby provide Us with Your Consent to store Your Personal Information inside of South Africa. We do not, by default, transfer Your Personal Information and/or Special Personal Information beyond the borders of South Africa unless otherwise stipulated.

14. OBJECTIONS, COMPLAINTS AND QUERIES

- 14.3. Should You feel that You would like to object to the collection, use or otherwise Processing of Your Personal Information and/or Special Personal Information, kindly complete **FORM 1** annexed hereto, and email it to Our Information Officer.

- 14.4. Should You require a correction to be made to Your Personal Information and/or Special Personal Information that we keep on record, or You would like us to delete Your Personal Information and/or Special Personal Information, kindly complete **FORM 2** annexed hereto and email it to Our Information Officer. For any other queries about this Policy, kindly contact Our Information Officer.
- 14.5. We will endeavour to make any correction, provide any Record (We reserve the right to charge a small fee if You require a physical copy), cease Processing of Your Personal Information and/or Special Personal Information or delete Your Personal Information and/or Special Personal Information, in accordance with Your request. We will treat Your requests or complaints confidentially.

15. CHANGES TO THIS POLICY

- 15.3. Amari Health may change this Policy at any time, in which case any amended terms shall be effective immediately upon the posting of the revised Policy and any subsequent activity in relation to the Platform shall be governed by such amended terms. We therefore recommend that You review this Policy regularly.