

Within this POPIA Pack, you will find:

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4. Karri's Data Privacy & Protection Policy

12 May 2021

To Whom it may concern,

This letter pertains to the application of the General Data Protection Regulation (“GDPR”), and in South Africa, the Protection of Personal Information Act (“POPIA”) to Karri as well as our compliance as a Third Party Payment Provider (TPPP).

We are aware of the new POPIA regulations which will be put into effect on 01 July 2021. As always, Karri remains 100% POPIA compliant and continues to adhere to the highest security standards within the business.

The security of our customers and the protection of their data is our highest priority. Under the Protection of Personal Information Act (POPIA) Karri is classified as a processor of data, and in certain circumstances, a controller of data. Karri does not contact any members of the contracted organisation directly, unless we are given the express permission of the organisation to do so. Karri uses a range of trusted service providers to help deliver our services. All of our suppliers are subject to appropriate safeguards, and in compliance with POPIA. Karri’s Information Officer and Data Protection Officer are mandated to ensure that Karri complies with POPIA and keeps abreast of any developments with respect to this legislation.

The organisation uses Karri as a platform through which to communicate to its members. When the organisation shares its members' contact details with Karri it is not in contravention of any data protection acts or POPIA as the organisation is sharing this data in order to be able to communicate with their members via the Karri platform. All communications that an organisation's members receive from the Karri application will be triggered by the organisation, for example the collection invitation, the automated collection reminders and the receipt of a payment. As a result members do not need to first opt in to be invited to use the application.

All our mailers contain the option to unsubscribe from receiving any further communications sent by the organisation. The members of the organisation are also under no obligation to use the service, it is a tool that our schools and parents use to make school collections easier if they so choose.

Karri is a PASA-certified Third Party Payment Provider and is regulated by the South African Reserve Bank. We are powered by Nedbank and hold our merchant facility and banking accounts with them. We are also PCI DSS (Payment Card Industry Data Security Standard) compliant, which means that we comply with the highest security standards when it comes to the storage of card information on the Karri app.

We do an annual external security audit of the entire Karri system to ensure we comply with the strictest banking standards.

Please do let us know if you have any further queries with regards to the security or safety of the Karri system in your organization.

Kind regards,



Douglas Hoernle
Chief Executive Officer

TOP 5 FREQUENTLY ASKED QUESTIONS

1. What makes Karri POPIA compliant?

Our Data Privacy & Protection Policy is created and implemented based on the regulations required by POPIA legislation.

2. What is the data used for?

Data is used to perform our service contractually committed to the school. Data is also used to verify a user's identity (for example, when customer support assists with resolution of queries from parents). We also use data to better our service, we do this through anonymized data analytics, and asking for parents' opinion about our products and service (such as rating the app). Finally, data is also used to fulfil legal and regulatory obligations (such as anti money laundering monitoring).

3. Who has access to the data collected on Karri?

Karri staff have access to the data based on their respective levels of authority and based on relevance to their specific functions necessary to provide the Karri product and services. All Karri staff are vetted during the interview and onboarding process. This includes reference checks and background checks. Karri staff are also trained on POPIA regulations as they relate to their function.

4. Is the data collected on Karri shared with any third parties?

Yes, however, the data shared with these service providers is limited to only the data required to sufficiently perform the service.

We use a range of trusted service providers to help deliver our services. All of our service providers are subject to our own rigorous safeguards, and in

compliance with POPIA. These service providers include: Payment Processors (to allow parents to process their payments on Karri); Messaging Providers (to allow us to send SMS, push notification and emails to parents for collection events in the App); Hosting and Security Providers (to manage and protect our systems architecture); Telecoms Providers (to allow us to respond to your queries via telephone, online chat portal or email); and Analytics Providers (to allow us to improve our product and service).

5. Do you have a data protection officer?

Yes, Karri's DPO and Data Privacy Champions can be reached at dpo@karripay.com

ENGAGEMENT OF SERVICES AGREEMENT TERMS AND CONDITIONS

between

EDUCATION PAYMENT SOLUTIONS PROPRIETARY LIMITED

& Participating School

1. INTRODUCTION

1.1. EPS has agreed to provide the Participating School with a collections platform, known as The Karri Payment Platform, which aims to facilitate the administration of payment requests between a school and parents. The platform enables schools to create and publish variable events that will be distributed via the platform to parents. Parents will be able to make payments via the Karri Mobile App to the Participating School.

1.2. In order to access and use the Karri Payment Platform, the Participating School must log onto the Karri Web App to facilitate the administration of payment requests between the Participating School and the Parents of that School.

1.3. The Parties have agreed to record their respective rights, duties and obligations and the terms and conditions of their relationship in this agreement.

2. DEFINITIONS

- 2.1. The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:
- 2.1.1 **“Account”** means a Karri account or profile created by User;
 - 2.1.2 **“Agreement”** means this agreement, comprising the Application Form, these terms and conditions and including all annexures hereto;
 - 2.1.3 **“Business Day”** shall mean means any working day except Saturday, Sunday or public holiday;
 - 2.1.4 **“Commencement Date”** means the Signature Date hereto, or such other date as expressed in writing and agreed to by both Parties;

- 2.1.5 **“Confidential Information”** means all information confidential to a Party, including, to the extent that it is not freely and publicly available, commercial, financial, legal, technical, scientific and research information, trade secrets, passwords, or other secret codes, information disclosed with the permission of third parties in which the third parties have confidentiality rights, information legally protected from disclosure, and any other information designated by the disclosing party as confidential or which is manifestly confidential;
- 2.1.6 **“Data”** means the data of either Party, including personal information as defined in the Promotion of Access to Information Act, and any other applicable legislation;
- 2.1.7 **“Data Subjects”** means either Party’s customers, suppliers, employees and users of the Karri Payment Platform to whom Personal Information relates;
- 2.1.8 **“Karri Mobile App”** means the mobile application for the facilitation and administration of payments at schools;
- 2.1.9 **“Karri Payment Platform or Karri”** means, collectively, the Karri Mobile App and the Karri Web App;
- 2.1.10 **“Karri Web App”** means the companion website for Karri Mobile App;
- 2.1.11 **“Learner”** means learners at schools who will use the Karri Mobile App;
- 2.1.12 **“Intellectual Property”** means all rights in copyright, rights in business names, trademarks, trade names, services names, patents, designs and/or inventions as well as source codes, trade secrets, know-how and all other rights recognised under law to be Intellectual Property;
- 2.1.13 **“Nedbank”** means currently Nedbank Limited, a company and registered bank with registration Number 1951/000009/06, of 105 West Street, Sandown, Gauteng or such other bank as EPS may nominate;
- 2.1.14 **“Participating School”** means the school described on Application Form;
- 2.1.15 **“Party/ies”** means EPS and the Participating School;
- 2.1.16 **“PCI Data Security Standards”** means the Payment Card Industry Data Security Standard which is a proprietary information security standard for organizations that handle branded credit cards from the major card schemes including Visa, MasterCard, American Express, Discovery, and JCB;
- 2.1.17 **“Personal Information”** means information provided by or derived from information provided by an identifiable person on Karri, which may include information relating to the Person's –

- i) race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth;
- ii) education, medical, financial, criminal, tax or employment history;
- iii) name, any identifying numbers, passwords and codes, e-mail address, website address, physical address, cellular phone number, telephone number, VAT registration number or other particular assignment;
- iv) blood type or any other biometric information; and
- v) personal opinions, views or preferences and views and opinions.

2.1.18 **"SASA"** means the South African Schools Act, No 84 of 1996 (as amended);

2.1.19 **"Services"** means the services to be provided by EPS as set out in this Agreement;

2.1.20 **"School Event"** means an event or date set by the Participating School on Karri and in terms of which Parents/Users have to pay a stipulated amount, which amount will be collected by EPS on behalf the Participating School;

2.1.21 **"Signature Date"** means the date of the last signature on this Agreement;

2.1.22 **"TPPP"** means a third party payment provider;

2.1.23 **"User"** means the person using the Karri Application;

2.1.24 **"User Content"** means, any form of content such as discussion forums, posts, chats, tweets, advertisements and other forms of media that was created by Users of Karri.

3. INTERPRETATION

3.1. Unless the context indicates a contrary intention, an expression which denotes- 3.1.1. any gender includes the other gender;

3.1.2. a natural person includes a juristic person and vice versa;

3.1.3. the singular includes the plural and vice versa.

3.2. Where any number of days is prescribed in this Agreement, those days shall be reckoned exclusively of the first day and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day.

3.3. References to any amount shall mean the amount exclusive of VAT, unless the amount expressly includes VAT.

3.4. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

3.5. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

4. ENGAGEMENT OF SERVICES

4.1. The Participating School appoints EPS as a collection agent. EPS will provide its collections and payment platform, Karri, to facilitate the administration of payment requests between the Participating School and the Parents.

4.2. The Participating School acknowledges and accepts that this Agreement is between EPS and the Participating School and that Nedbank is merely a third party payment service provider.

5. TERM

This Agreement will subsist for as long as the Participating School continues to use the Karri Payment Platform subject to the terms of this Agreement.

6. SCOPE OF SERVICES

6.1. As part of the Services, EPS agrees to:

6.1.1. grant the Participating School access to the Karri Web App;

6.1.2. provide Parents with a downloadable application, free of charge (data costs excluded) on iOS and Android using Apple AppStore and Google Play Stores;

6.1.3. ensure that the Participating School is properly registered to use and access the Karri Payment Platform;

6.1.4. ensure that the Karri Web App has the ability to create events and specify attendees;

6.1.5. verify the Participating School's banking details during the onboarding process of the Participating School;

6.1.6. record all information, including payment information provided by the Parent;

6.1.7. provide the facility to identify the Parent/ learner and the school event;

6.1.8. ensure that the Karri Web App links payment between the learner, Parent, teacher and the specific event paid for by the parent;

6.1.9. ensure the availability of a credit card, debit card and Instant EFT facility as a payment method;

6.1.10. ensure that the Karri Web App reconciles payment and sends payment to the Participating School's bank account, within 2 days of a School event closing;

6.1.11. ensure the ability to securely transact a credit card, debit card and Instant EFT payment;

6.1.12. provide a notification mechanism for parents, for example; push notifications, short text messages (SMS) or email.

7. OBLIGATIONS OF THE PARTICIPATING SCHOOLS

7.1. The Participating School agrees to:

7.1.1. replicate and keep up to date the school structure on the Karri app;

7.1.2. provide parent data and information necessary to access and use the Karri Web App or assist/ instruct Parents to self-capture the required information on the Karri Mobile App;

7.1.3. be accountable for the administration of the school's events offered and marketed on Karri;

7.1.4. assist teachers to access and use Karri to upload, advertise and promote School events;

7.1.5. maintain the security and secrecy of the school's

Account and passwords at all times;

7.1.6. maintain accurate, complete, and up-to-date information in the school's Karri Account; not assign or otherwise transfer the school's Account to any other person or entity;

7.1.8. comply with all Applicable Law when accessing or using Karri, and to only access or use Karri for lawful purposes;

8. DATA PROTECTION AND SECURITY

8.1. EPS acknowledges that in providing the Services to the Participating School, EPS may be exposed to the Data of the Participating School, including of the Parents and the Learners.

8.2. The Parties specifically record that all Data provided by the Participating School to EPS, or to which the Participating School may be exposed, shall constitute Confidential Information.

8.3. EPS hereby warrants in favour of the Participating School that it shall at all times strictly comply with all Applicable Laws (including the General Data Protection Regulation ("GDPR"), and in South Africa, the Protection of Personal Information Act ("POPIA")) and with all the provisions and requirements of the Participating School's data protection policies and procedures (including encryption standards) in force, from time to time.

8.4. EPS hereby warrants that it shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use Data for any purpose other than with the express prior written consent of the Participating School, and then only to the extent necessary to provide the Services to the Participating School.

8.5. EPS hereby warrants that it is in compliance with PCI Data Security Standards. PCI Data Security Standards ensures and maintains payment security on Karri.

8.7 The Data is the sole and exclusive property of the parent and for the duration of this Agreement and after its termination EPS will not reproduce, disseminate, use for its own purposes or otherwise Process the Data for any reason whatsoever without the prior written consent of the parent or unless it is legally compelled to do so.

8.8 EPS shall take efficient and adequate measures to ensure the due protection and confidentiality of the Data and to treat such Data in accordance with the provisions of this Agreement and to ensure that the treatment and use of the Data will be in accordance with the relevant privacy and data protection laws.

8.9 EPS acknowledges that all of the contact Personal Information remains the property of the parent and shall not be used by EPS for any purpose other than as contemplated by this Agreement.

8.10 EPS agrees to use its best efforts to:

8.10.1 keep Personal Information confidential and not disclose any Personal Information to any person other than as required by law or in the course of the proper performance of its duties;

8.10.2 maintain appropriate security measures to prevent the loss of, damage to or unauthorised destruction of Personal Information and unlawful access to or processing of Personal Information in accordance with best industry practice

8.10.3 notify the Participating School immediately if there are reasonable grounds to believe that Personal Information held by EPS has been accessed or acquired by an unauthorised person; and/or only use the Personal Information for purposes of this agreement.

9. PAYMENT

9.1. EPS is registered through Nedbank as a TPPP and will adhere to the relevant guidelines as stipulated in the SARB directive in respect of payments and collection made on behalf of third parties.

9.2. As a collection agent and in terms of this 10.1. Agreement, EPS must ensure that:

9.2.1. Nedbank has access to the bank details of proceeds of funds collected on its behalf from the Participating School ("School Funds");

9.2.2. All School Funds collected through the Karri Platform will be held in a Nedbank account in the name of EPS until the expiry date of the School Event;

9.2.3. All School Funds collected for a School Event, are transferred 2 (two) Business Days after the event has expired. It is hereby recorded that payment of the School Funds will clear on the same day if it is a Nedbank account. In the event that the Account of the Participating School is held by a bank other than Nedbank, the Participating School acknowledges that it may take up to 3 (three) Business Day for the School Funds to clear in its Account.

9.3. EPS will charge a sliding scale transaction fee for all School Funds collected via the Karri Platform. EPS reserves the right to renegotiate the rates by giving 1 (one) month's written notice.

9.4. EPS undertakes not to charge a fee to Parents for the use of the Karri Payment platform. Notwithstanding, the Participating School and the Parents acknowledge that they are responsible for obtaining the data network access necessary to use Karri, for their own account and/or costs.

REPRESENTATIONS AND WARRANTIES

The Parties warrant and undertake to each other that for the duration of this Agreement that the representations set out below (collectively, the **Warranties**) are true and accurate:

they have the necessary legal capacity to enter into and perform their obligations under this Agreement they have taken all necessary corporate and/or internal action to authorise the execution and performance of this Agreement and this Agreement constitutes legal, valid, binding and enforceable obligations of such Party.

INTELLECTUAL PROPERTY

Each Party's own Intellectual Property rights shall remain the property of that Party and no other Party shall be entitled to use that Parties Intellectual property rights without first having obtained the necessary license and/or authorisation from the Party concerned.

CONFIDENTIAL INFORMATION

The Parties agree to maintain as confidential and not disclose this Agreement, as well as any confidential information, financial information, trade secrets, and any other information disclosed in the performance of this Agreement, except to the extent disclosure of such information is required by Applicable Law or required to be disclosed by mandatory requirements of regulatory authority and to the extent such information is otherwise generally available to the public.

13. BREACH AND TERMINATION

- 13.1. EPS and the Participating School may terminate this Agreement at any time by delivering to the other Party a notice of their intention to terminate the Agreement, at least 90 (ninety) days before the proposed date of termination. The Participating School will continue to pay the latest agreed upon rates during this notice period.
- 13.2. In the event that either Party ("the defaulting party") to this Agreement breaches any material term of this Agreement and fails to remedy such breach within 14 (fourteen) days of the date of receipt of a written notice from the other Party ("the aggrieved party") requiring such breach to be remedied, the aggrieved party will be entitled immediately to cancel this Agreement by written notice to the defaulting party, which cancellation will be without prejudice to any other rights which the aggrieved party may at law enjoy arising out of such breach and/or cancellation.

14. DISCLAIMER

- 14.1. Karri is provided "as is" and "as available". EPS disclaims all representations and warranties, express, implied or statutory, not expressly set out in this Agreement, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement.
- 14.2. EPS will maintain, to the best of its ability, to ensure that the Services offered by EPS through Karri are reliable, suitable, timely and of high quality, but makes no representation, warranty or guarantee that Karri will be uninterrupted or errorfree.
- 14.3. EPS does not guarantee the quality, suitability, safety or ability of third-party providers. The Participating School agrees that any risk that may arise from the use of Karri, or Services requested in connection thereof, remains solely with Participating School.

15. GENERAL

- 15.1. This Agreement contains the entire agreement between the Parties in regard to its subject matter. Neither Party will be bound by any express or implied term, undertaking, representation, warranty, promise nor the like not included or recorded in this Agreement.
- 15.2. No alteration or variation of this Agreement shall apply, unless expressly agreed to in writing and signed by each Party.
- 15.3. Should any provision hereof be deemed, for any reason whatsoever, to be invalid or inoperative, such provision shall be deemed severable and shall not affect the force and validity of other provisions of this Agreement.

Data Privacy & Protection - Karri

1.1. This end user agreement (“**Agreement**”) is an agreement between you (“**you**” or “**User**”) and Karri’s trading company (Education Payment Solutions Proprietary Limited in South Africa) (“**Karri**”, “**we**,” or “**us**”) and, to the extent expressly stated, our affiliates, who may differ across countries of operation.

This Policy explains how we obtain, use and disclose your personal information, in accordance with the requirements of the General Data Protection Regulation (“GDPR”), and in South Africa, the Personal Information Act (“POPIA”).

By registering with Karri, you hereby grant to Karri a right to process your Data to the extent reasonably required for the performance of Karri’s obligations and the exercise of Karri’s rights under this policy.

Karri (“we”, “us”) is committed to protecting your personal data and respects your privacy.

This privacy policy covers the following:

- Why we use your data
- What data we process
- How we use your data
- Legal basis for processing your data
- Your rights as a Data Subject
- Data Retention
- Sharing data with third parties
- Privacy policy changes
- Data Protection Officer

Why we use your data

The Karri services provided to organisations and their subscribers are governed by a contract between us and the organisation (“Karri Customer”), and also the Terms and Conditions that you agree with when you sign up (“Karri User”).

We process your personal data for the following purposes:

- to provide you with the Karri service signed up to
- to verify your identity where required, for example when resolving any Karri User queries for the ongoing administration of the service
- for the fulfilment of anti financial crime controls
- to allow us to improve the products and services we offer to our customers
- to ask for your opinion about our products and service
- for analytics on payment patterns. We only use the data in an anonymized manner when we use your data for this purpose.
- to enable us to comply with our legal and regulatory obligations

What data we process

We collect (either from the organisation and/or from you directly) and process the following information:

- Member's first name
- Member's last name
- Member number (if relevant)
- Subscriber's first name
- Subscriber's last name
- Subscriber's username and password
- Subscriber's address
- Subscriber's mobile number
- Subscriber's email address
- Subscriber's transaction history
- Subscriber's payment card details
- Organisation Staff first name
- Organisation Staff last name
- IP Address, web browser, cookies for website access
- Hardware ID

How we process your data

Your personal information is processed by PCI Data Security Standards. Data is stored encrypted in physically secure data-centres with multiple levels of redundancy and security features. We are subject to regular security audits.

Karri only processes your personal information in country jurisdictions with rigorous Data Protection Laws. At all times we ensure that adequate safeguards are in place and upheld in order to protect the confidentiality of your data.

Legal basis for processing your data

We process your personal information for these purposes in reliance on our legitimate business interests, in order to enter into a or perform a contract with you, with your consent, and or for compliance with our legal obligations. We indicate the specific processing grounds we rely on next to each purpose listed below.

We use information we collect and receive:

- To facilitate account creation and logon process.
- To send you marketing and promotional communications
- To send administrative information to you.
- To enforce our terms, conditions, and policies.
- To respond to legal requests and prevent harm
- For other Business Purposes. We may use our information for other business purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaign and to evaluate and improve our Sites or Apps, products, services, marketing and your experience.

Your rights under Data Protection Law

Right to Access

You have the right of access to your data. Your information can be accessed directly through the app, else through Karri's customer support channels.

Right to Rectification

You have the right to request that your personal information be corrected if required. Your information can be accessed directly through the app, else through Karri's customer support channels. Any requests for corrections to incorrect or inaccurate data are actioned within 48 hours.

Right to be Forgotten (Right to Erasure)

You have the right to withdraw your consent to Karri processing your data; depending on the circumstances, we may or may not be obliged to action this request.

Where actioned, deletion of your personal information occurs within 48 hours. Any transactional information relevant to you however must be retained for up to seven years for regulatory compliance.

Right to Object

You have the right to object to the processing of your information at any time; depending on the circumstances, we may or may not be obliged to action this request.

Right to Restriction of Processing

You have the right to request that we restrict the extent of our processing activities; depending on the circumstances, we may or may not be obliged to action this request.

Right to Data Portability

You have the right to receive the personal data which you have provided to us in a structured, commonly used and machine readable format suitable for transferring to another controller.

Right to lodge a complaint with a supervisory authority

You have the right to lodge a complaint with the relevant supervisory authority if you believe we have infringed on your data protection or privacy. You can lodge your complaint in your country of residence, country of work or country where you believe we infringed your right(s).

You can exercise your rights by sending an e-mail to dpo@karripay.com. Please state clearly in the subject that your request concerns a privacy matter, and provide a clear description of your requirements. Please note that we may need to request additional information in order to address your query.

Data Retention

We will only retain information for as long as is required for the fulfilment of services safely and securely. We may need to retain records for regulatory compliance fulfilment. Accordingly certain records must be retained for an extended duration, which may be up to seven years.

Sharing personal information with third parties

We use a range of trusted service providers to help deliver our services. All of our suppliers are subject to appropriate safeguards, and in compliance with POPIA and the General Data Protection Regulation ("GDPR").

These service providers include:

Payment Processors – to securely process your card payments (we do not see, or store payment card details)

SMS Providers – to send out our SMS notifications or messages sent by Customers using the Karri platform

Push Notification Providers – Pushwoosh and Firebase SDKs used to log events and send push notifications within the Karri App.

Email Providers – to send out our email notifications or messages sent by Customers using the Karri platform

Hosting Providers – to manage our secure enterprise data centres

Security Providers – to protect our systems from attack

Telephony Providers – we might record calls for training, quality and security purposes

Chat Portal – so that you can easily and safely and securely ask for help directly from our Customer Support team.

Cloud Hosting and Recovery

Security insight and system logging

Cloud email delivery

Anonymous Web Analytics

Feedback Platforms (Optional)

We may also have access to your personal information as part of delivering the service. If we need to change or add additional third parties, we will always update our Privacy Policy accordingly.

We will only disclose your information to other parties in the following limited circumstances

where we are legally obliged to do so, e.g. to law enforcement and regulatory authorities

where there is a duty to disclose in the public interest

where disclosure is necessary to protect our interest e.g. to prevent or detect crime and fraud

where you give us permission to do so e.g. by providing consent within the Karri App

Privacy Policy Changes

This policy is reviewed regularly. Any changes will be posted on our website. We reserve the right to change, modify, add, or remove portions of these terms at any time. We will post a clear, easily accessible notification on the website if there are any changes made to these Terms.



Data Protection Officer

Karri's appointed Data Protection Officer (DPO) can be contacted at the below email address: dpo@karripay.com

This Privacy Policy is governed by the Laws of the Republic of South Africa. You agree that any cause of action that may arise under this Privacy Policy shall be commenced and be heard in the appropriate court in South Africa. You agree to submit to the personal and exclusive jurisdiction of the courts located within South Africa.