

**HASHTAG VIRAL ADVERTISER
TERMS AND CONDITIONS**

1. DEFINITIONS AND INTERPRETATIONS

In this agreement the following words shall have the meanings assigned to them hereunder –

Headings of clauses shall be deemed to have been included for purpose of convenience only and shall not affect the interpretations of the agreement. Unless inconsistent with the context, words relating to any gender shall include the plural and vice versa and words relating to natural persons having corporate status by statute or common law. For the purpose of this agreement the following word, terms and expressions wherever mentioned hereinbelow shall have the following meaning, save where the context requires otherwise.

- 1.1. The “**Advertiser or “You”**” means any third party, contracting with Hashtag Viral in respect of placing an order and developing campaigns and campaign rules for specific campaigns, in order to receive the benefit of the Service.
- 1.2. The “**Advertiser terms and conditions**” means this current version of terms and conditions applicable to the agreement between the Advertiser and Hashtag Viral, along with any attachments thereto, the current version of which is available on the website of Hashtag Viral/terms and conditions www.hashtagviral.com.
- 1.3. The “**Agreement**” means this written Agreement relating to the provision of the service provided by Hashtag Viral, as maybe amended from time to time, using the APP and any Campaign Brief and schedules thereto concluded between Hashtag Viral and the Advertiser from time to time.

- 1.4. The “**APP**” means the mobile software application available for IOS and Android platforms, provided by Hashtag Viral, which the User can use to access the Service, in a version downloaded by the User (and any updates thereto, if applicable).
- 1.5. The “**Campaign**” means all promotional and marketing activities designed, produced or invented by the Advertiser, made accessible by Hashtag Viral to all or selected Influencers with regard to the Service through the APP.
- 1.6. The “**Sampling Campaign**” means a campaign which includes a Product to the publisher for the purpose of creating material.
- 1.7. The “**Campaign Brief**” means rules, guidelines, requirements and other conditions developed by the Advertiser with particular regard to a given campaign, visible by each campaign in the APP, which the Influencer undertakes to comply with by joining the campaign.
- 1.8. “**Hashtag Viral**” means Hashtag Viral (Pty) Ltd a company duly incorporated and registered in accordance with the Laws of the Republic of South Africa having its registered office at Corner Crownwood Road and Northern Parkway Ormonde, Johannesburg South, South Africa.
- 1.9. The “**Influencer**” means a User, being an approved User of relevant social media, and compliant with the terms and conditions thereof, who meets all the criteria set out in these terms and conditions and who has successfully registered to the Service provided by Hashtag Viral *via*. the APP, thereby accepting the agreement and including the terms and condition of this document.

- 1.10. The “**Product**” means an item sent to the Influencer by/or on behalf of the Advertiser (or its client) in scope of a Sampling Campaign which should be used according to the campaign rules of the Advertiser and constitutes (total or part of) the Influencer’s Remuneration agreed upon for the participation in the campaign of the Advertiser aforesaid.
- 1.11. The “**Service**” means an electronic service under the name Hashtag Viral, which, subject to the terms and conditions of this Agreement, can be accessed by an Influencer via the APP and by any Advertiser via the site, in respect of which Hashtag Viral serves as an intermediary between the Advertiser and the Influencer, as well as the communication platform it provides which enables (i) Influencers to be informed about and to take part in any particular Campaign and thereby to earn Remuneration in accordance with the Campaign Brief; and (ii) Advertisers to define and inform about the Campaign Brief and conditions, other campaigns, and to monitor execution thereof; (iii) may offer some other facilities available at the given time.
- 1.12. The “**Site**” means a website available under the following address: www.hashtagviral.com, managed by Hashtag Viral;
- 1.13. A “**User**” means any visitor to the APP or the site.
- 1.14. “**Post Price**” means the price that is payable to an Influencer for a campaign post and is dynamically calculated by the Hashtag Viral system for each Campaign.
- 1.15. “**Social Media**” means all or relevant (depending on the context) social media platform/s on which the campaigns can be launched, including the Hashtag Viral terms and conditions – instagram (www.instagram.com), facebook (www.facebook.com), snapchat (www.snapchat.com) , twitter (www.twitter.com) .

- 1.16. **“Material”** means any material published within the scope of campaign or delivered otherwise in relation to a campaign or other event accordingly to separate arrangements with Hashtag Viral by the influencer, including but not limited to photos, videos, other publications.
- 1.17. **South African Reach”** means the number of unique South African Instagram or Facebook users who see and are exposed to an Influencer’s content for free. This is determined by followers and/or users generally logging into an Influencer’s updates.
- 1.18. where any terms are defined within the context of any particular clause in this Agreement, the term so defined, unless it is clear from the clause in question that the terms so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that that term has not been defined in this interpretation clause;
- 1.19. when any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next business day;
- 1.20. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;
- 1.21. 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;

- 1.22. any reference to a statute shall be a reference to such statute as at the date of the adoption of this Agreement by Hashtag Viral and as amended from time to time thereafter; and
- 1.23. the rule of constructions that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

2. The Agreement

The Agreement includes:

- 2.1. These terms and conditions; any other document incorporated either hereto or by reference (including additional items and policies related to Sampling Campaigns).
- 2.2. These terms and conditions incorporate by reference
 - 2.2.1. The terms and provisions of the POPI Act (The Protection of Personal Information) and the Data Processing rules of Hashtag Viral (related also but not exclusively to the provision of the Service and using the APP), updated versions of which are always available on the APP and; <https://hashtagviral.com/page/privacy>;
 - 2.2.2. Cookies policy available in the APP and on <https://hashtagviral.com/page/cookies>;
- 2.3. The Service as provided by Hashtag Viral and maybe accessed by the Advertiser via. the Site operated by Hashtag Viral.

- 2.4. The Service is an Online Electronic Service provided by Hashtag Viral and available through the Site or the APP, which means that Hashtag Viral is a provider of electronically supplied services.

3. Create Campaign

- 3.1. In order to access the Service, the Advertiser must register a Hashtag Viral account on the Site. The Advertiser undertakes at all times to Hashtag Viral that it shall provide and maintain up-to-date, current and complete information. The Advertiser must, furthermore,

- 3.1.1. Use a Computer or mobile device with an internet browser supporting JAVA Script Technology;

- 3.1.2. Have a high-speed internet access; and

- 3.1.3. Have a correctly configured and valid e-mail;

3.2. Registration Process

- 3.2.1. By clicking on a relevant checkbox, the Advertiser agrees to commence with the registration process.

- 3.2.2. By ticking on the "Create Campaign" on the Site, the Advertiser, unconditionally accepts all the terms and conditions of this Agreement, and schedules hereto. The performance by Hashtag Viral of its obligations in this Agreement is subject to the conditions that the requirements of "Agreement Conclusion" are complied with and that the Advertiser's account is approved. Hashtag Viral will send confirmation of registration by means of an e-mail to the Advertiser.

- 3.2.3. The Advertiser is responsible for keeping its account password confidential. The Advertiser shall be responsible for all actions taken pursuant to the instructions provided by the Advertiser *via*. his account or by any third parties, whether or not legally authorised to do so. The Advertiser will notify Hashtag Viral immediately of any unauthorised or non-compliant access or use of its account and will co-operate with Hashtag Viral in terminating the account.
- 3.2.4. Hashtag Viral reserves the right to refuse the acceptance of the registration by the Advertiser of the Agreement and the Terms and Conditions thereto and shall be entitled to terminate any concluded Agreement at its sole discretion
- 3.3. After the Advertiser's first registration to the Service is accepted and subsequently when the Advertiser logs in, Hashtag Viral shall protect all such communications by Secure Socket Layer (SSL). In addition thereto, Hashtag Viral shall also implement its own security procedures to prevent fraud. Hashtag Viral reserves the right to enhance, amend and update its security procedures. Notwithstanding the generality of the foregoing, the Advertiser should be aware that there are certain risks associated with internet communications. The Advertiser acknowledges that the internet is a media platform over which Hashtag Viral has no control. Hashtag Viral expressly disclaims, in so far as legally possible, all responsibility and any liability whatsoever for interception of any communications and data or any loss or damage, consequential or otherwise, suffered by the Advertiser arising out of the loss or delay of the Advertiser's communications and data breach that occurs as a result thereof.
- 3.4. In order to prevent unauthorised access, modification, duplication or removal of personal data submitted electronically by the Advertiser on the Site, the following technical measures shall be applied:

- 3.4.1. Data transmission protection using SSL protocol from time of the Advertiser's registration on the Site is accepted or log in as accepted after first registration;
- 3.4.2. Protection of the Hashtag Viral data base from unauthorised access, modification, duplication and removal;
- 3.5. By registering to the Service, the Advertiser undertakes to comply and be bound by the provisions of the Terms and Conditions contained herein.

4. Commission of Campaigns

General Terms and Conditions

4.1. Service

- 4.1.1. Hashtag Viral has developed the Service which makes it possible for the Advertiser to commission the Campaigns which are performed by Influencers *via*. Instagram and Facebook posts containing texts, pictures or videos/ audio clips published on the Influencer's profile, in compliance with the relevant Campaign Brief.
- 4.1.2. Hashtag Viral acts as the intermediary between Advertisers and Influencers. Hashtag Viral does not verify or supervise any Materials provided by the Advertiser and shall not be responsible for any losses and/or damages incurred out of use of the Materials in any manner whatsoever.
- 4.1.3. The Campaign shall be commissioned on an advanced payment basis by the Advertiser of Hashtag Viral's fees paid to Hashtag Viral

and which are performed by third party Influencer's to the extent of the Advertiser's account balance.

4.1.4. The Service enables a, commissioned Campaign to be paid for by the Advertiser by means of an EFT and/or credit card payment directly into Hashtag Viral's nominated bank accounts.

4.1.5. The Advertiser shall be responsible for setting out the parameters of the Campaign Brief. Notwithstanding the generality of the foregoing:

4.1.5.1. Hashtag Viral shall not be responsible for any acts and/or omissions of the Advertiser or Influencer participating in the Campaign within the Service.

4.1.5.2. The Advertiser shall be solely responsible for complying with its Campaign commitments. Hashtag Viral shall not be liable and the Advertiser holds Hashtag Viral harmless for any undertakings made by the Advertiser but not carried out, including, but not limited to, any obligation by the Advertiser to provide any goods and/or Materials for the Campaign as set out in the Campaign Brief.

4.1.6. Hashtag Viral reserves the right at its sole discretion to refuse the launch of any Campaign or to undertake any Campaign.

4.1.7. The Advertiser by authorising Hashtag Viral to launch any Campaign unconditionally accepts all the Terms and Conditions set out in this Agreement.

4.2. **Campaign Performance**

4.2.1. The Advertiser shall be responsible to provide Remuneration to the Influencer's via. the banking account of Hashtag Viral for the Services

in the Campaign. In the event the Advertiser fails to make payment to Hashtag Viral there shall be no liability or obligation on Hashtag Viral to make payment to the Influencer.

4.2.2. By clicking on the Finish button within Create Campaign the Advertiser unconditionally:

4.2.2.1 Accepts all the Campaign Brief;

4.2.2.2. Accepts the amount payable by the Advertiser to Hashtag Viral in respect of the agreed amount in the Campaign Brief for a specific Campaign and due to Hashtag Viral;

4.2.2.3 Accepts Hashtag Viral's sole discretion to approve the Campaign performance by Influencer's who undertake to perform the activities as provided for in the Campaign in accordance with Hashtag's Viral's Terms and Conditions and the Campaign Brief.

4.2.2.4. Accepts that if the Influencer's Campaign performance is not verified by the Advertiser within twenty four (24) of the post being made, then the post will automatically be verified by Hashtag Viral.

4.2.2.5 Authorises Hashtag Viral to process all data on the Terms and Conditions stipulated in the schedules.

4.2.2.6. That Campaign efficiencies shall be measured by Hashtag Viral and the Campaign broadcast data shall be gathered by Hashtag Viral software. The Campaign broadcast data shall be available to the Advertiser via the Advertiser account.

4.2.2.7. Upon the issue of an invoice by Hashtag Viral to the Advertiser for the agreed Campaign fee plus Value Added Tax in respect of the Service the Advertiser shall unconditionally upon presentation of the said invoice make payment into the nominated banking account of Hashtag Viral.

4.2.3. The Advertiser selects the Campaign budget (including VAT) for the Campaign and makes payment of this into the nominated Bank Account of Hashtag Viral. This represents a payment made in advance. The Advertiser agrees to the following refund policy with regards to the abovementioned payment:

4.2.3.1. At anytime prior to the start date of the campaign the Advertiser may stop the campaign from their dashboard and request refund of the campaign budget (including VAT);

4.2.3.2. At anytime during the duration of the campaign, the Advertiser may stop the campaign from their dashboard and request a refund of the remaining campaign budget (including VAT);

4.2.3.3. The Hashtag Viral service determines the amounts payable by the campaign per Influencer post based on the suitability of the Influencer to the campaign. Thus the Post Price can only be calculated once the campaign is created and the brief provided. The Campaign invoice for all influencer posts is presented to the Advertiser upon campaign completion. If there remains any outstanding budget (including VAT) that was not allocated to Influencer posts, then the advertiser may at its discretion:

4.2.3.3.1. Request a refund of the balance to be paid into the Advertiser's nominated Banking Account;

4.2.3.3.2. Choose to leave the balance as a credit towards the next campaign created on Hashtag Viral. If this option is selected then upon creation of the next campaign, the Advertiser will pay the full amount of the budget (including

VAT) selected and the balance of the outstanding amount will be allocated to the invoice of the new campaign.

4.2.4. It is recorded that Hashtag Viral warrants, that each of the Influencers who declared participation in any Campaign via Service shall grant the Advertiser and any affiliate non-revocable, worldwide rights and license to works created in connection with the Campaign in such a manner so that the Advertiser can access it from a place and time selected by themselves for editorial, marketing or promotional purposes. The right aforementioned includes the works created by the Influencer's use of their personal image and which right the Advertiser is granted to use such personal image for the purposes hereinabove.

5. Relationship

5.1. For the duration of this Agreement Hashtag Viral grants the Advertiser a limited, non-exclusive, non-transferrable, royalty free and revocable right to use Hashtag Viral's Service, provided the Advertiser's account with Hashtag Viral is in sufficient credit as provided for by these Terms and Conditions.

5.2. By concluding this Agreement, the Advertiser grants Hashtag Viral a non-transferrable and royalty free right to display, perform and use the Advertiser's name, Campaign results data on Hashtag Viral's website and in case studies or for marketing purposes.

6. Limitation of liability

Neither party shall be liable to the other Party for any indirect, incidental, special or consequential damages, or for any loss of profits, loss of interest or

other financing charges or loss of use, arising from a breach of this Agreement, save in the event of gross negligence on the part of the party liable. .

7. Warranty

- 7.1. The Advertiser undertakes and indemnifies and holds Hashtag Viral harmless against any and all claims for damages, liabilities of whatsoever nature arising from any Influencer's activities performed within the framework of the Service or in the course of performance of the Influencer's obligations pertaining to the Campaign in question.
- 7.2. The Advertiser further undertakes to compensate Hashtag Viral for any damages caused to Hashtag Viral by the Advertiser's improper, negligent or unauthorised use of the Service within the performance of the Campaign.
- 7.3. Hashtag Viral provides the Service, Hashtag Viral content and related information without warranty and/or makes no representation whatsoever of the suitability or not of the Service, either express or implied. Without derogating from the generality of the aforementioned Hashtag Viral specifically disclaims any warranties of suitability, fitness for a particular purpose and/or non-infringement, of the Service.
- 7.4. Hashtag Viral does not warrant that the Service, the Hashtag Viral site or Hashtag Viral content will:
 - Meet your requirements;
 - Be available on an uninterrupted, secure or guaranteed basis; or
 - Not cause any delays.

- 7.5. Hashtag Viral does not warrant the accuracy, timeousness, truthfulness, completeness or reliability of any information obtained through the Service, Hashtag Viral's site, or content therein.
- 7.6. Nothing in this Agreement, will create any warranty or representation unless expressly stipulated herein.
- 7.7. The Advertiser confirms that the aforementioned warranty disclaimers are a material term of this Agreement and go to the root thereof. The Advertiser further confirms that the aforementioned warranties and disclaimers were the basis upon which Hashtag Viral offered the service to the Advertiser and based upon these accepted Terms and Conditions of the Agreement.

8. Confidentiality

8.1 The Parties agree -

8.1.1 that any information obtained by any Party to this Agreement in terms, or arising from the implementation, of this Agreement shall be treated as confidential by the Party and shall not be used, divulged or permitted to be divulged to any person not being a Party to this Agreement without the prior written consent of the other Parties;

8.1.2. to -

8.1.2.1 keep confidential all information (written, including information contained in electronic format or oral) concerning the business and affairs of the disclosing Party which it has obtained or received whether pursuant to this Agreement or otherwise ("**the Information**");

8.1.2.2 not without the Disclosing Party's written consent disclose the Information in whole or in part to any other person save those of

the receiving Party's employees and/or Holding Company and/or Subsidiaries, which shall be defined for purpose involved in the implementation, of this Agreement and who have a need to know the same;

8.1.2.3 use this Information solely in connection with this Agreement and not for its own or the benefit of any third party,

save that –

8.1.3 each Party shall be entitled to disclose such Information to such of the employees (which shall include any of its directors) and/or contractors who need to know for the purposes of this Agreement and/or agreed to be disclosed in terms of this Agreement. Before revealing such information to any such employees and/or contractors, it undertakes to procure that the employees and/or contractors are aware of the confidential nature of the information being made available to them;

8.1.4 any information which is required to be furnished by law or by existing contract or by any stock exchange on which the shares of any Party to this Agreement are listed may be so furnished;

8.1.5 no Party shall be precluded from divulging any information to any person who is negotiating with such Party for the acquisition of an interest in such Party, provided that the person to whom any disclosure is made in the aforesaid circumstances shall first have undertaken in writing not to divulge such information to any other person and to use it only for the purpose of evaluating the Business;

8.1.6 No party shall be precluded from using or divulging such information in order to pursue any legal remedy available to it.

8.2. Each Party undertakes to the other to make all relevant employees, its Holding Company, Subsidiaries and agents aware of the confidentiality of the

Information and the provisions of this clause 8 and without prejudice to the generality of the foregoing to take all such steps as shall from time to time be necessary to ensure compliance by its employees, Holding Company, Subsidiaries and agents with the provisions of this clause 8.

- 8.3 Upon the expiration of this for any reason whatsoever, each Party shall promptly return the information of the other, together with all copies, notes and reproductions in connection with such information to the Disclosing Party.
- 8.4 Furthermore, the Parties shall ensure that the utmost confidentiality is maintained in respect of any matter that may affect Hashtag Viral negatively.
- 8.5 The Parties acknowledge and agree that the provisions of this clause 8 shall survive the termination of this Agreement.

9. Termination

9.1. The provisions of this Agreement, other than clauses 1,2,8 to 18 (inclusive), shall terminate on the occurrence of any of the following events –

- 9.1 an effective resolution to wind up Hashtag Viral is passed and registered; or
- 9.1.2 a binding order is made by a court having jurisdiction for the winding-up of Hashtag Viral; or
- 9.1.3 all the Parties agree in writing to terminate the provisions of this Agreement.

10. General

The Advertiser's Responsibility

- 10.1. The Advertiser is responsible for ensuring the compatibility of any device, Laptop, desktop and related software (collectively system) used by the Advertiser to access and use the Service and the Site. Hashtag Viral does not warrant or accept any liability for the operation of any system used to access the Service and the Site.
- 10.2. The Advertiser is responsible for each Campaign and warrants that the Campaign Brief comply with:
- 10.2.1. All National and International Self-Regulatory Codes of Practise;
 - 10.2.2. Laws of the Republic of South Africa.

11. *Domicilium citandi et executandi*

- 11.1. The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses -

- 11.2.1. Hashtag Viral -

Cnr Crownwood Road and Northern Parkway

Ormonde

Johannesburg:

email address:

attention:

- 11.2.2. The Advertiser –

physical address: _____

email address: _____

Attention: _____

11.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing.

11.3. Any Party may by notice to any other Party change the physical address chosen as its *domicilium citandi et executandi vis-à-vis* that Party to another physical address or e-mail address, provided that the change shall become effective *vis-à-vis* that addressee on the 10th (tenth) Business Day from the receipt of the notice by the addressee.

11.4. Any notice to a Party -

11.4.1. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery; or

11.4.2. sent by email to its chosen email address stipulated in clause 11.1, shall be deemed to have been received on the date of despatch (unless the contrary is proved).

11.4.5 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen *domicilium citandi et executandi*.

12. Entire contract

This Agreement, read with the MOI, constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no

representations, terms, conditions or warranties not contained in this Agreement shall be binding on the Parties.

13. Variation, cancellation and waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

14. Indulgences

No indulgence granted by a Party shall constitute a waiver of any of that Party's rights under this Agreement; accordingly, that Party shall not be precluded, as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.

15. Cession

Save as expressly provided to the contrary in this Agreement, no Party may cede that Party's rights or delegate that Party's obligations without the prior written consent of the other Parties.

16. Applicable law

This Agreement shall be interpreted and implemented in accordance with the laws of South Africa.

17. Jurisdiction of South African courts

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa (Gauteng Local Division, Johannesburg) for any proceedings arising out of or in connection with this Agreement.

18. Independent advice

Each of the Parties hereby respectively agrees and acknowledges that –

- 18.1. they have been free to secure independent legal, tax and accounting advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal, tax and accounting advice or has dispensed with the necessity of doing so; and
- 18.2. each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

SCHEDULE 1

DATA CONTROLLER – PROCESSOR AGREEMENT (DCPA)

The Advertiser (the “Data Controller”) and Hashtag Viral, Cnr Crownwood Road and Northern Parkway, Ormonde, Johannesburg, South Africa (the “Data Processor”) enter into the following agreement (“Agreement”) governing the Data Processor’s processing of the Data Controller’s data:

1. GENERAL INFORMATION

- 1.1. The Data Processor processes personal data for the Data Controller. The Data Controller selected the Data Processor as service provider by exercising its duties of diligence. It is the intent of the parties hereto that this Agreement includes a written mandate which governs the parties’ rights and obligations in connection with data processing.

- 1.2. The processing of data only takes place within the member states of the SADC region of countries. Every transfer into any country outside the SADC region requires the prior written consent of the Data Controller.
- 1.3. To the extent that this Agreement employs the term “(data) processing (of data),” it refers, in a general way, to the use of personal data, which encompasses but is not limited to compiling, storing, transmitting, deleting, anonymizing, pseudonymizing, encoding or otherwise using data.
- 1.4. The Data Controller shall be entitled to inform the Data Processor when it intends to amending the purpose, nature and scope of data processing at any time.
“Direction” means the written instruction, issued by Controller to Processor, and directing the same to perform a specific action with regard to Personal Data (including, but not limited to, anonymizing, blocking, deletion, making available). The Controller will set a reasonable time period to implement the “Directions”.

2. **PURPOSE OF AGREEMENT**

The Data Controller shall charge the Data Processor with an agreed fee to process personal data Name, surname, Instagram nick, address, e-mail. The Data Processor shall populate the electronic form provided on the site and transmit the relevant data to the Data Controller.

3. **DATA CONTROLLER’S RIGHTS AND OBLIGATIONS**

- 3.1. The Data Controller is responsible for the Data Processor’s processing of data and it is incumbent on the Data Controller to determine whether, and the extent to which, data processing is admissible.
- 3.2. As the responsible party, the Data Controller must ensure that the rights of affected parties, which are to be exercised in relation to the Data Controller,

are not violated. The Data Controller will issue orders in writing, and changes to the object of processing as well as procedural adjustments must be coordinated among the parties hereto.

- 3.3. Prior to the commencement of data processing and in regular intervals thereafter, the Data Controller must ascertain that the technical and organizational measures the Data Processor adopts to protect data are implemented as intended. For this purpose, the Data Processor must document results in an appropriate manner.
- 3.4. The Data Controller will promptly notify the Data Processor if and when it detects errors or irregularities in connection with the Data Processor's procession of personal data.

4. **DATA PROCESSOR'S OBLIGATIONS**

- 4.1. The Data Processor processes personal data under concluded agreements only, with the purpose, nature and scope of data processing being subject exclusively to the Data Controller's direction. The Data Processor may not transfer personal data to third parties. The Data Processor shall, upon the Data Controller's request, provide to the Data Controller all information on the Data Controller's personal data and information. In its processing of data, the Data Processor may deviate from such directions only to the extent that the Data Controller has consented thereto in writing.
- 4.2. The Data Processor will assist the Data Controller with the implementation as well as the full and swift completion of controls. Where the Data Controller, based upon applicable data protection law, is obliged to inform an individual about the collection, processing or use of its personal data, the Data Processor shall assist the Data Controller in making this information.

- 4.3. The Data Controller shall retain title as to any carrier media provided to the Data Processor as well as any copies or reproductions thereof. The Data Processor shall store such media safely and protect them against unauthorised access by third parties. Documents and files containing personal data that are no longer needed must not be deleted without the Data Controller's prior written consent.
- 4.4. The Data Processor hereby confirms that it has appointed a privacy officer, and undertakes to identify the privacy officer to the Data Controller in writing (electronic mail being admissible).
- 4.5. For the purpose of proper personal data processing, the Data Processor represents and warrants that all agreed measures will be implemented as intended.
- 4.6. The Data Processor must ensure that its enterprise and the course of its operations are aligned with the objective protecting the data processed on the Data Controller's behalf as required – e.g., against unauthorised third-party access. Upon the Data Controller's request, the Data Processor shall provide a comprehensive and current personal data protection and security program covering processing hereunder. The Data Processor will duly consult the Data Controller before implementing any changes to the system of procession the Data Controller's data, provided such changes affect data security.
- 4.7. Data Processor will promptly notify the Data Controller if and when it deems the latter's Direction to be in violation of applicable law, and the Data Processor shall place on hold the Data Controller's Direction until the Direction is compliant, by the Data Controller.
- 4.8. The Data Processor is obliged to promptly inform the Data Controller of each violation of Data protection law provisions, contractual terms and/or the Data Controller's Direction that has occurred in the course of its own or a third party's processing of data.

- 4.9. The Data Controller's consent is required for any data handled on the Data Controller's behalf to be processed at a location other than the Data Processors' – or any subcontractor's – places of business.
- 4.10. The Data Processor must adequately label the data it processes on the Data Controller's behalf. Insofar as data is processed for more than one purpose, the Data Processor must tag the data with the appropriate purpose.
- 4.11. The Data Processor must assist the Data Controller with the preparation of a list of procedures and will furnish the Data Controller with any required information in a suitable manner.
- 4.12. The Data Processor must inform the Data Controller without delay in case of a control or measures of the relevant Supervisory Authority.
- 4.13. The Data Processor shall be obliged to audit and verify the fulfilment of the above-entitled obligations and shall maintain an adequate documentation of such verification.

5. **SUBCONTRACTOR**

- 5.1. The Data Processor may engage the services of a subcontractor due to agreement performance (e.g. Hosting provider).
- 5.2. The Data Processor will select the subcontractor with care and shall ensure that the appointed subcontractor submits written confirmation to the effect that it has appointed an internal privacy officer.
- 5.3. The Data Processor must procure that the subcontractor, too, is bound by the provisions hereof as well as any additional Data Controller Direction, and it will ensure compliance with any related duties on a regular basis.

- 5.4. No data may be submitted to a subcontractor unless and until such subcontractor has fully satisfied the obligations under clause 7 hereinbelow.
- 5.5. The subcontractor must be contractually bound in writing, with a copy of such contract to be supplied to the Data Controller upon request.
- 5.6. The Data Processor shall be obliged to secure audit and inspection rights as defined in clause 6 for Controller's benefit. Controller shall be entitled, upon written request, to inform about the essential content of the subcontractor and the implementation of the data protection obligations by the subcontractor, and shall further be entitled to reasonably inspect the relevant contract documentation.
- 5.7. The Services which the Data Processor is using for secondary benefit such as telecommunications services, maintenance, cleaning services and disposal of data media shall not be considered as a subcontract within the meaning of S5 of this Agreement. The Data Processor will provide reasonable and lawful arrangements as well as arrangements for inspection.

6. **CONTROL PRIVILEGES**

- 6.1. The Data Controller is entitled to verify compliance with applicable privacy law and/or the terms of the parties' contractual arrangements and/or the Data Controller's directions (by the Data Processor) at any time and to the extent necessary. For such purpose the Data Controller may collect voluntary disclosures from the Data Processor, have an expert provide a testimonial or expert's opinion and during regular business hours personally audit the Data Processor.

- 6.2. The Data Processor is obliged to furnish the Data Controller with such information as may be required to facilitate controls within the meaning of Clause 6.1.
- 6.3. The Data Controller may demand access to any data processed by the Data Processor on the Data Controller's behalf, as well as to any data-processing systems and programs used.
- 6.4. Subject to reasonable advance notice, the Data Controller is entitled, during regular business hours, to conduct controls within the meaning of clause 6.1. at the Data Processor's place of business. When doing so, the Data Controller will ensure that the scope of its control is limited to the necessary extent so as to minimize its impact on the Data Processor's course of operations.
- 6.5. To the extent that any data is processed off-site, access thereto is to be coordinated in advance. The Data Processor warrants and represents that the off-site provider, if any, shall comply with the provisions of this clause.

7. DATA SECURITY

The Data Processor is bound by data secrecy whenever it processes data on the Data Controller's behalf, and the Data Processor undertakes to observe the same rules of secrecy which apply to the Data Controller.

8. DUTIES OF CONFIDENTIALITY

Both parties undertake to (i) hold in strict confidence for an indefinite period of time and (ii) use only for purposes of the implementation hereof any information they receive in connection with this agreement, and neither party hereto is entitled to put such information to any other use or share it, or any part thereof, with third parties. The above duty does not apply to information (i) either party hereto demonstrably received from third parties in the absence of any duty of confidentiality, or (ii) that is public knowledge.

9. **TECHNICAL AND ORGANISATIONAL MEASURES TO PROTECT DATA**

The Data Processor undertakes, *vis-à-vis* the Data Controller, to adopt the following technical and organisational measures needed to ensure compliance with applicable privacy rules:

- 9.1. Access control to premises and facilities
- 9.2. Access control to System;
- 9.3. Access control to data;
- 9.4. Distribution control;
- 9.5. Input control;
- 9.6. Job control;
- 9.7. Availability control;
- 9.8. Segregation control.

10. **DURATION OF CONTRACT**

- 10.1. The Agreement commences on the Campaign date (NB the date and time of “submit” button clicking) described in Clause 3.7 of Hashtag Viral’s terms of service as of July 2018 and is entered into for a definite period of time up to the end of Campaign service rendering.
- 10.2. The Data Controller may terminate the Agreement without notice whenever the Data Processor (i) commits a material violation of applicable privacy rules or its obligations hereunder, (ii) is unable, or unwilling, to follow the Data Controller’s direction of (iii) refuses entry to the Data Controller or the competent regulatory authorities in violation hereof.

11. **TERMINATION**

- 11.1. Following the termination of this Agreement, the Data Processor must deliver to the Data Controller all documents and data in its possession, as well as any result of data processing or use, that are related to the relationship established by this Agreement. The Data Processor's media must then be physically deleted. This also applies to any back-up copies in the Data Processor's possession, and the act of such deletion is to be documented in a suitable manner. Rejected and test data is to be destroyed or physically deleted immediately.
- 11.2. The Data Controller shall be entitled to ensure that the Data Processor's obligation to return and/or delete data – e.g., by visually inspecting data processing equipment at the Data Processor's place of business. (the Data Controller must provide reasonable advance notice of on-site inspections), are fulfilled to the Data Controller's satisfaction.

12. **MICELLANEOUS**

- 12.1. In the event that the Data Controller's property in the Data Processor's possession is placed at risk by any third-party measures (e.g., default judgment and attachment). Insolvency proceedings or any other events, the Data Processor must immediately notify the Data Controller, while informing any creditor that the data in question is being processed under Agreement.
- 12.2. Subsidiary agreements must be made in writing. The foregoing shall also apply to the waiver of this mandatory written form.

13. **SEVERABILITY**

Any provision in this Agreement which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Agreement shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated *pro non scripto* and severed from the balance of this Agreement, without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.

SCHEDULE “B”

PRIVACY STATEMENT

Introduction

1. This is the privacy statement of Hashtag Viral (Pty) Ltd. (“Hashtag Viral”).

This website <https://hashtagviral.com/page/privacy> (the website is operated by Hashtag Viral). The address of Hashtag Viral is Corner Crownwood Road and Northern Parkway, Ormonde, Johannesburg, South Africa.

References to Hashtag Viral, “we”, “us”, “our” and “ours” in this Privacy Statement means Hashtag Viral.

The terms “you”, “your” and “yours” when used in this Privacy Statement means any User of this website.

2. We may update this Privacy Statement from time to time and publish the amended version on our website. We encourage you to check this page regularly.
3. Our Privacy Statement applies to Hashtag Viral's website. We are committed to informed and limited collection of essential personal information. In this regard please also refer to our Promotion of Access to Information Act (PAIA) Manual which can be found on this website.

4. **Accountability**

We take the privacy and protection of your personal information very seriously and will only process your personal information in accordance with the current South African data privacy laws and the terms of this Privacy Statement. Accordingly, the relevant data privacy principles relating to the processing thereof (including, but not limited to, the collection, handling, transfer, sharing, correction, storage, archiving and deletion) will be applied to any personal information provided by you and/or collected during your visit to our website.

5. **Processing of Personal Information**

Your personal information will only be processed for purposes of a first point of contact or if you have requested us to do so or consented thereto by completing the relevant communication consent on the various services offered by us or our authorised.

We may receive information about you:

- when you contact us directly, either via our website, our Customer Service teams, by e-mail, telephone or via social media, whether to apply for one of our products or services or to make an enquiry or other request;

- from our network of Advertisers;
- from our other related Companies or our carefully selected business partners who provide products and services under one of our brands; or
- Occasionally from other third parties who may lawfully pass your information on to us.

6. **Purpose of Use of Personal Information**

We may use your personal information for a variety of purposes, including:

- to provide or manage any information, products and/or services that you have requested;
- to help us identify you when you contact us;
- for general administration purposes;
- for legal or contractual purposes;
- to help us improve the quality of our products and services;
- to help us detect and prevent fraud and money laundering;
- to help us recover debts;
- to carry out analysis and customer profiling; and
- to identify other products and services which might be of interest to you and to inform you about our products and services specified below.

We may share your personal information for any of these purposes with:

- our other related Companies in South Africa;
- our carefully selected business partners and Advertisers; and
- our service providers and agents who perform services on our behalf.

We do not share your personal information with any third parties, except if:

- we are obliged to provide such information for legal or regulatory purposes;
- we are required to do so for purposes of existing or future legal proceedings,
- we are selling one or more of our businesses to someone to whom we may transfer our rights under any customer agreement we have with you;

- we are involved in the prevention of fraud, loss, bribery or corruption;
- they perform services and process personal information on our behalf;
- this is required in order to provide or manage any information, products and/or services to you; or
- needed to help us improve the quality of our products and services.

We will send you notifications or communications in the event that we are obliged by law or in terms of our contractual relationship with you.

We will only disclose your personal information to government authorities if we are required to do so by law. Our employees, our Advertiser's and their employees, our agencies and our suppliers are required to adhere to data privacy and confidentiality principles and to attend data privacy training.

We will only transfer your personal information across South African borders if the relevant situation requires trans-border processing and will do so only in accordance with South African legislative requirements, or if you consent to transfer of your personal information to third parties in foreign countries. We will take steps to ensure that such third parties are bound by laws, binding corporate rules or binding agreements that provide an adequate level of protection and uphold principles for reasonable and lawful processing of personal information.

7. **Additional Contacts (Further processing)**

Your participation is completely voluntary. Should you not consent to the receipt of marketing communications, you can inform us at any time and we will discontinue these services accordingly. If you wish to opt out of such marketing communications, please make use of the "Unsubscribe" option available on the relevant communication or contact our Customer Contact Centre at any time at the Contact Details situated below.

Provided you have consented, we may also pass your information to our related Companies and our other business partners for marketing purposes.

We, and these other parties, may contact you by post, telephone, e-mail, SMS and other electronic means selected by you.

You can also contact us at the Contact Details below if you have previously asked not to receive communications but would now like to hear from us with news on our Company and other associated Services.

8. **The Personal Information we Collect**

The information we collect about you depends on the Services you use and subscribe to. It includes (but is not limited to) the following:

- your name, date of birth, home language, account information and e-mail address.
- your preferences for particular products, services or life style activities when you tell us what they are or when we assume what they are from your various Social Media Platforms.
- your contact with us – such as a note or recording of a call you make to our contact centre and e-mail or letter you sent to us or other records of any contact you have with us.
- your account information – such as phone number, handset type, handset model.
- the phone number that you call or send messages to or post on Social Media Platforms.
- the level of service you receive.
- Your website browsing information (which includes information about the websites you visit, and about how you use our website).

9. **Use and analysis of your personal information:**

We may use and analyse your information to:

- Process the various Campaigns you register for and keep you updated with further Campaigns.
- Keep you informed generally about Campaigns and services by Advertisers.
- Provide the relevant Service or product to you.
- To administer this Website and help us improve our Services.
- Respond to any questions or concerns you may have about using our website and or Services.
- Understand how you use our Services. That way, we can develop more interesting and relevant Services, as well as personalising the Services we offer you.
- Carry out research and statistical analysis including to monitor how our Advertisers and/or Influences use our Services on an anonymous or personal basis.
- Prevent and detect fraud or other crimes, recover debts or trace those who owe us money.
- Provide aggregated reports to third parties (such reports do not contain any information which may identify you as an individual)

The information we use will include your approximate location.

We'll store your information for as long as we have to by law. If there's no legal requirement, we'll only store it for as long as we need it.

10. **Information Quality/Openness/Data Subject Participation**

We strive to maintain the integrity and accuracy of your personal information at all times. You are responsible for informing us of any change in your details, such as a change of address. You have a right to ask us to correct any inaccuracies in the information we hold about you. If your personal

information changes at any time or our records appear to be incorrect, please inform us immediately in order that we may update or correct our records accordingly.

You have a right to ask what information we hold about you. For this and a request to correct your personal information held by us, please refer to the PAIA Manual link on our website for the process to be followed or contact us at the Contact Details situated below. Should you have questions, complaints or objections regarding the processing of your personal information, please contact us at the Contact Details situated below, or refer to the PAIA manual.

11. **Security Safeguards**

We continuously implement technical and organisational security measures in order to protect the data we hold against unauthorised access as well as accidental or wilful manipulation, loss or destruction.

12. **Third party information**

If you give us information on behalf of someone else, you confirm to us that you have their permission to do so and that they are aware of the contents of this privacy policy and do not have any objection to our processing their information in accordance with this privacy statement.

If you are under 18 please do not provide us with any personal information unless you have the permission of your parent or legal guardian to do so.

13. **Website security**

We endeavour to keep our website secure at all times, however advise you that we cannot guarantee the security of any information provided to us or by

us through our website, e-mail, internet or social media. We cannot be held responsible for any loss or unauthorised use or interception of information transmitted via the internet which is beyond our control.

14. **Third party websites**

Our website may contain links to other websites outside of the BMW Group. We are not responsible for the content, privacy or security of other websites.

15. **Contact Details**

You can contact us in relation to this Privacy Statement policy by writing to us at **info@hashtagviral.com** or by calling our Customer Contact Centre at **?(**
Please provide contact details)

16. **Social Plugins**

We use social plugins of social networks such as Facebook, YouTube, LinkedIn, Google+ and Twitter.

16. **Disclaimer**

Please note that we have no influence on or control over the extent of the data retrieved by the social networks' interfaces and we can accordingly not be held responsible or liable for any processing or use of personal information transmitted via these social plugins. For information on purpose and extent of the data retrieval by the social network concerned, and about the rights and settings possibilities for the protection of your private sphere, please refer to the data protection information provided by the social network in question.

17. **Personal Information we collect using Cookies, Web Beacons and similar Technologies**

We use Cookies, unique identifiers and similar technologies to collect information about the pages you have used. All necessary information about Cookies other technologies and purposes is available at our Cookie Policy.