

SCOPIC AFRICA DATA SECURITY AND PRIVACY POLICY

Last updated: March 2019.

Please read these data security and privacy policy terms carefully before proceeding to use this platform (the "Platform") operated by Scopic Africa Limited ("us", "we", or "our"). Your access to and use of the Platform is on condition that you accept and comply with these Terms.

These Terms apply to all visitors, users and others who access or use the Platform. By accessing or using the Platform, you agree to be bound by these Terms, and you accept to take responsibility for the use of this system, the accuracy of the data and information you provide and compliance with your contractual obligations to Scopic Africa Limited.

If you disagree with any part of these Terms then you may not access the Platform.

1. The Data We Collect.

The information we learn from customers helps us to personalize and continually improve your customer experience. Below are the types of information we gather;

- **Information you give us:** We receive and store any information you enter on our platform or give us in any other way. You can choose not to provide certain information, but then you won't be able to take advantage of many of our features. We use the information that you provide for purposes such as; responding to your requests, customizing future experiences for you, improving our platform and communicating with you.
- **Automatic Information:** We receive and store certain types of information whenever you interact with us. Like many Web sites, we use "cookies," and obtain certain types of information when your Web browser accesses the platform, advertisements and other content served by or on behalf of Scopic Africa on other Websites.
- **Mobile:** When you download or use apps created by Scopic Africa, we may receive information about your location and your mobile device, including a unique identifier for your device. We may use this information to provide you with location-based services, such as local recommendations, search results and other personalized content. Most mobile devices allow you to turn off your location.
- **E-Mail Communications:** To help make E-Mail more appealing and interesting, we often receive a confirmation when you open E-Mail's from Scopic Africa. We also compare our customer list to lists received from other companies so as to

avoid sending unnecessary messages to our customers. If you do not want to receive E-Mail or other mail from us, please unsubscribe.

- Information from other sources: We might receive information about you from other sources and add it to our account information.

2. Data Protection Rights.

The personal data that we collect from you consists of both contact details and other information that we use to populate our platform. You have the following data protection rights:

- Access. You have the right to access your data at any time.
- Rectifications. You have the right to request for your data to be amended or rectified where it is inaccurate (for example, if you change your address) and to have incomplete data completed
- Deletion. You have the right to delete or ask us to erase (delete) your data after you withdraw your consent to processing or when we no longer need it for the purpose it was originally collected.
- Right to Withdraw Consent. Where we process data based on consent, individuals have a right to withdraw consent at any time. We do not generally process data based on consent.
- We may need to request specific information from you to help us confirm your identity and ensure your right to access the information or to exercise any of your other rights. This helps us to ensure that personal data is not disclosed to a person who has no right to receive it. No fee will be charged to make a request unless your request is clearly unfounded or excessive. Depending on the circumstances, we may be unable to comply with your request based on other lawful grounds.

3. Data Sharing.

Our customer's information is an important part of our platform, and we are not in the business of selling this information to others. We share customer information only as described below and with subsidiaries Scopic Africa controls that either are subject to this Data Security and Privacy Notice or follow practices at least as protective as those described in this Data Security and Privacy Notice.

Scopic Africa may transfer Personal Data to internal or Third Party recipients. Scopic Africa may only transfer Personal Data where one of the transfer scenarios listed below applies.

- The Data Subject has given Consent to the proposed transfer.
- The transfer is necessary for the performance of a contract with the Data Subject.
- The transfer is necessary for the implementation of pre-contractual measures taken in response to the Data Subject's request.
- The transfer is necessary for the conclusion or performance of a contract concluded with a Third Party in the interest of the Data Subject.
- The transfer is legally required on important public interest grounds.
- The transfer is necessary for the establishment, exercise or defense of legal claims.
- The transfer is necessary in order to protect the vital interests of the Data Subject.
- Transfers between Scopic Africa; In order for The Company to carry out its operations effectively across its various Services/Entities, there may be occasions when it is necessary to transfer Personal Data internally from one Entity to another, or to allow access to the Personal Data from a remote location. Should this occur, Scopic Africa, sending the Personal Data remains responsible for ensuring protection for that Personal Data. Our corporate Rules provide legally binding, enforceable rights on Data Subjects with regard to the Processing of their Personal Data and must be enforced by each approved Scopic Africa employee or contractor. We only transfer the minimum amount of Personal Data necessary for the particular purpose of the transfer (for example, to fulfil a transaction or carry out a particular service). We ensure adequate security measures are used to protect the Personal Data during the transfer (including password-protection and Encryption, where necessary).
- Transfers to Third Parties; Scopic Africa will only transfer Personal Data to, or allow access by, Third Parties when it is assured that the information will be Processed legitimately and protected appropriately by the recipient. Where Third Party Processing takes place, Scopic Africa will first identify if, under applicable law, the Third Party is considered a Data Controller or a Data Processor of the Personal Data being transferred. Where the Third Party is deemed to be a Data Controller, Scopic Africa will enter into, in cooperation with the Governance Office, an appropriate agreement with the Controller to clarify each party's responsibilities in respect to the Personal Data transferred. Where the Third Party is deemed to be a Data Processor, Scopic Africa will enter into, in cooperation with the Governance Office, an adequate Processing agreement with the Data Processor. The agreement must require the Data Processor to protect the Personal Data from further disclosure and to only Process Personal Data in compliance with Scopic Africa instructions. In addition, the agreement will require the Data Processor to implement appropriate technical and

organizational measures to protect the Personal Data as well as procedures for providing notification of Personal Data Breaches. When a Scopic Africa is outsourcing services to a Third Party (including Cloud Computing services), they will identify whether the Third Party will Process Personal Data on its behalf and whether the outsourcing will entail any transfers of Personal Data. In either case, it will make sure to include, in cooperation with the Governance Office, adequate provisions in the outsourcing agreement for such Processing .Scopic Africa shall conduct regular audits of Processing of Personal Data performed by Third Parties, especially in respect of technical and organizational measures they have in place. Any major deficiencies identified will be reported to and monitored by Scopic's Chief Information Officer or relevant personnel/s assigned the role.

4. Data security.

We have implemented generally accepted standards of technology and operational security in order to protect information from loss, misuse, alteration or destruction. Only authorized personnel of Scopic Africa Limited are provided access to your information; such individuals have agreed to maintain the confidentiality of this information.

Although we use appropriate security measures once we have received your data, the transmission of data over the internet (including by e-mail) is provided by external providers. We endeavor to protect data, but we cannot guarantee the security of data transmitted to or by us.

5. Password/s.

You are responsible for safeguarding the password/s that you use to access the Platform and for any activities or actions under your password, whether your password is with our Platform or a third-party Platform. You agree not to disclose your password to any third party. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

6. Cookies.

A cookie is a small file which asks permission to be placed on your Computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.

We use traffic log cookies to identify which pages are being used. This helps us analyze data about web page traffic and improve our Platform and tailor it to customer needs. We only use this information for statistical analysis and then the data is removed from the system.

Overall, cookies help us provide you with a better Platform, by enabling us to monitor which pages you find useful and which you do not. A cookie in no way gives us access to your computer or any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. This may prevent you from taking full advantage of the Platform

7. Links to other Platforms.

Our Platform may contain links to third-party web sites or Platforms that are not owned or controlled by Scopic Africa Limited. Scopic Africa Limited has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or Platforms. You further acknowledge and agree that Scopic Africa Limited shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or Platforms available on or through any such web sites or Platforms. We strongly advise you to read the terms, conditions and privacy policies of any third-party web sites or Platforms that you visit.

8. Prohibited use.

You, and any persons you allow to use the Platform, are not allowed to:

1. Copy, disclose, modify, reformat, display, distribute, license, transmit, sell, perform, publish, transfer, link to, reverse engineer or decompile (except to the extent expressly permitted by applicable law) or otherwise make available the Platform or any part thereof except as set out in these Terms.
2. Include or create links (including deep-links) to or from the Platform;
3. Replicate the Platform or create a separate border around any part of the Platform (also known as “framing”).
4. Use the Platform for storing, reproducing, transmitting, communicating or receiving any Offending Material. For the purpose of these terms Offending Material means any content transmitted using the Platform that is: (i) In breach of any law, regulation or code of practice invoked by Scopic Africa Limited or any other competent authority or any policy adopted by Scopic Africa Limited with regard to the acceptable use of the Platform, or (ii) Abusive, indecent, defamatory, obscene, pornographic, offensive or menacing (or that has the effect (as may be

- contemplated by a reasonable person) of causing the recipient to feel so harassed, abused or offended; or (iii) Designed to cause annoyance, inconvenience or needless anxiety to any person; or (iv) In breach of confidence, intellectual property rights, privacy or any right of a third party.
5. Hack into, make excessive traffic demands, probe or port scan other computers, deliver viruses, mail bombs, chain letters or pyramid schemes or otherwise engage in any other behavior intended to inhibit other users from using the Platform.

9. Conditions of Use, Notices, and Revisions.

If you choose to visit Scopic Africa, your visit and any dispute over privacy is subject to this Notice including limitations on damages, resolution of disputes, and application of the law of Kenya. If you have any concern about privacy at Scopic Africa, please contact us with a thorough inquiry, and we will try to resolve it. Our business changes constantly and our Privacy Notice will change also. We may E-Mail periodic reminders of our notices and conditions, but you should check our Web site frequently to see recent changes. Unless stated otherwise, our current Privacy Notice applies to all information that we have about you and your account. We stand behind the promises we make. However, we will never materially change our policies and practices to make them less protective of customer information collected in the past without the consent of affected customers.

10. Termination.

We may terminate or suspend your access to our Platform immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms. If you wish to terminate your account, you may simply do so by notifying us in writing or by discontinuing using the Platform.

All provisions of the Terms, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

11. Limitation of liability.

Scopic Africa Limited will not accept liability in respect of loss or damage suffered by the users of the Platform arising directly as a consequence of a breach of these Terms or negligence on their part. Scopic Africa Limited's entire and collective liability to the Client arising out of or relating to this Agreement, including without limitation on account of performance or nonperformance of its obligations, and regardless of the cause of action, whether in contract, tort, including without limitation negligence, statute or otherwise, will be limited to the payment of damages and will not exceed the amounts paid or payable to the Client under the

terms of payment for the Platform. Client' entire and collective liability to Scopic Africa Limited arising out of or relating to these Terms, including without limitation on account of performance or non-performance of its obligations, and regardless of the cause of action, whether in contract, tort, including without limitation negligence, statute or otherwise, will be limited to the payment of damages and will not exceed amounts stated in the terms of payment for the Platform.

12. Intellectual Property rights.

All copyright, trademarks, patents and other intellectual property rights in any material or content (including without limitation software, data, applications, information, text, photographs, music, sound, videos, graphics, logos, symbols, artwork and other material or moving images) contained in or accessible via the Platform is either owned by us or has been licensed to us by the rights owner(s) for use as part of the Platform. You are only allowed to use the Platform as set out in these Terms. If you wish to do use the Platform for any other purpose other than stipulated then you will be required to obtain the prior written permission of Scopic Africa Limited. All rights are expressly reserved. Having noted the above you shall not be entitled in respect of any content (wholly or partly): To pass it on to third parties or to allow third parties to access it unless and to the extent expressly permitted; or To change, edit, modify, reformat or adapt it in any other way.

13. Governing law.

These Terms shall be governed and construed in accordance with the laws of Kenya, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Platform, and supersede and replace any prior agreements we might have between us regarding the Platform.

14. Changes.

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Platform after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Platform. CONTACT US if you have any questions about these Terms, please contact us through your usual contact.

15. Disclaimer.

This disclaimer is part of the platform. If parts of this text or certain wordings are not, no longer or not completely in line with current legislation, it will not prejudice the rest of the document in terms of content or validity.