

POPI Act Schedule

INTRODUCTION

1. For the purposes of this schedule "User" shall mean Customer, End User, Administrator, and/or End User as indicated from the context.
2. CURBON TRADING respects Customer Privacy and will take reasonable measures to protect it, as more fully detailed Below.
3. CURBON TRADING may require the User to provide CURBON TRADING with personal information which includes but is not limited to company names and registration numbers, name and surname, email address, physical address, gender, mobile number and date of birth.
4. Should the User's personal information change, please inform CURBON TRADING and provide CURBON TRADING with the updates within 7 days to enable CURBON TRADING to update the User's personal information.
5. Users may choose to provide additional personal information to CURBON TRADING, in which event the Users to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent the User's affiliation with anyone or anything.
6. CURBON TRADING asks each of its Customers to abide by all applicable laws, rules and regulations, as CURBON TRADING promises its Users that CURBON TRADING will do.

CONSENT

7. By using CURBON TRADING and its Website and/or CURBON TRADING PLUGIN, the User consents to the transfer of the User personal data. Subject to approval received from the User and the below-mentioned items, CURBON TRADING will not, without the User's express consent, use the User's personal information for any purpose other than as set out

below:

8. CURBON TRADING uses that information for several purposes: to register the User's for inclusion in our Service; to fulfil the User's request; to contact Users if CURBON TRADING need to obtain or provide additional information; to verify the accuracy of our records; or to contact Users regarding customer satisfaction surveys;

- 8.1. in relation to the ordering, sale and delivery of Products and Services;

- 8.2. to contact Users regarding current or new Products or Services or any other Products offered by CURBON TRADING (where Users have opted in and consented to receiving marketing material from CURBON TRADING);

- 8.3. to inform Users of new features, special offers and promotional competitions offered by CURBON TRADING (where Users have opted in and consented to receiving marketing material from CURBON TRADING);

- 8.4. to improve our Products, Services and Users selection and the User's experience on our Website and/or CURBON TRADING PLUGIN by, for example, monitoring the User's browsing habits, or tracking the User's sales on the Website and/or CURBON TRADING PLUGIN, and, CURBON TRADING undertakes to ensure that all monitoring shall be on an anonymized basis;

- 8.5. collect certain technical information, such as the browser version and operating system.

9. Where applicable, to store and or create a back up of the User's information and data in multiple jurisdictions and to a degree of safety and security utilized by CURBON TRADING itself in order to safeguard the User's information and Data.

- 9.1. This consent shall include moving any EU Citizen's information and data to and from any EU jurisdiction in order to provide such optimal safety features.

10. A User's personal information will only be shared to a third party:

- 10.1. to our employees and/or third-party Service providers who assist CURBON

TRADING to interact with Customer via our Website and/or CURBON TRADING PLUGIN, or any other method, for the ordering and support of Products or Services and thus need to know the User's personal information in order to assist CURBON TRADING to communicate with Users properly and efficiently;

- 10.2. to our Users (including their employees and/or third party Service providers) in order for them to interact directly with Users via email or any other method for purposes of delivering additional services and/or products, sending Users marketing material regarding any current or new Products or Services, new features, special offers or promotional items offered by them (unless Users have opted out from receiving marketing material from CURBON TRADING);
- 10.3. to law enforcement, government officials, fraud detection agencies or other third parties when CURBON TRADING believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Privacy Policy;
- 10.4. to our Service providers (under contract with CURBON TRADING) who help with parts of our business operations (fraud prevention, marketing, technology Services etc). However, our contracts dictate that these Service providers may only use the User's information in connection with the Services they perform for CURBON TRADING and not for their own benefit, CURBON TRADING commits that where at all possible the personal information will be anonymised or redacted;
- 10.5. to our suppliers in order for them to liaise directly with Users in the event of Users submitting a warranty claim regarding any Products or Services Users have purchased which requires their involvement. From time to time CURBON TRADING may also administer random "interactive pop-up" surveys to some Users on their sites. These surveys request additional demographic, non-personally identifiable information. The Users' participation in a survey is always voluntary, and Users therefore have a choice as to whether or not to provide the requested survey information. CURBON TRADING uses the information collected in the survey, in conjunction with information gathered through cookies, analytical tools and code, in order to provide Users with an even more detailed understanding of its target market.

- 10.6. Some voluntarily provided personally identifiable information may be captured; for example, when an email address or telephone number is incorporated into a survey for the potential awarding of a prize draw, or when the respondent has opted-in to possible follow up research. This information may be shared with entities or other Users who in turn have agreed to adhere to this Privacy Policy.
- 10.7. CURBON TRADING is entitled to use or disclose the User's personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on CURBON TRADING, or to protect and defend our rights or property.
- 10.8. CURBON TRADING is authorised to use the personal data collected under this policy to maintain, improve, test, research, and design new systems for the benefit of its customers.
- 10.9. CURBON TRADING will ensure that all of our employees, third party Service providers, divisions and partners (including their employees and third-party Service providers) having access to the User's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the User's personal information.

Personal Information

11. CURBON TRADING will –

- 11.1. treat the User's personal information as strictly confidential, save where CURBON TRADING is entitled to share it as set out in this Policy;
- 11.2. take appropriate technical and organisational measures to ensure that the User's personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- 11.3. provide Users with access to the User's personal information to view and/or

update personal details;

11.4. promptly notify Users if CURBON TRADING become aware of any unauthorised use, disclosure or processing of the User's personal information;

11.5. provide Users with reasonable evidence of our compliance with our obligations under this Policy on reasonable notice and request;

11.6. upon the User's request, promptly return or destroy any and all of the User's personal information in our possession or control, save for that which CURBON TRADING are legally obliged to retain;

12. CURBON TRADING will not retain the User's personal information longer than the period for which it was originally needed, unless CURBON TRADING is required by law to do so or in line with requirements set out by the Financial Sector Conduct Authority ("FSCA") and/or the Financial Advisory and Intermediary Services Act 37 of 2002 ("FAIS"), which additional requirements shall be conveyed timeously by the Customer to CURBON TRADING and the Customer shall assist CURBON TRADING to comply with such additional requirements where requested to do so; or Users consent to CURBON TRADING retaining such information for a longer period;

13. CURBON TRADING undertakes never to sell or make the User's personal information available to any third party other than as provided for in this Policy, unless CURBON TRADING is compelled to do so by law. In particular, in the event of a fraudulent online payment, CURBON TRADING is entitled to disclose relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of it;

14. Whilst CURBON TRADING will do all things reasonably necessary to protect the User's rights of Privacy, CURBON TRADING cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of the User's personal information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence;

15. If Users disclose the User's personal information to a third party, such as an entity which

operates a Website and/or CURBON TRADING PLUGIN linked to this Website and/or CURBON TRADING PLUGIN or anyone other than CURBON TRADING, CURBON TRADING WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because CURBON TRADING does not regulate or control how that third party uses the User's personal information. The User should always ensure that it reads the Privacy Policy of any third party;

16. Retention Period. CURBON TRADING will retain the User's personal information for the period necessary to fulfill the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law;
17. Cross-Border Transfer for Users: The personal information from Users may be stored and processed in any country where CURBON TRADING has facilities or where the Products from its Users originate, and by using the User's consent to the transfer of information to countries outside of the User's country of residence, which have different data protection rules than in the User's country;
18. Children and Privacy. The CURBON TRADING Website and/or CURBON TRADING PLUGIN does not offer information intended to attract children. CURBON TRADING does not knowingly solicit personal information from children under the age of 14;
19. Your right to access information. The End User will have the right to request a copy of the personal information we hold about the User and/or User. To do so, simply email CURBON TRADING on our contact details below and send a request to review the personal information or contact us at the email addresses listed below and specify what information is required. CURBON TRADING will take all reasonable steps to confirm the User and/or User's identity before providing details of its personal information. Please note that any such access request may be subject to a payment of a legally allowable fee;
20. Correction of information. The User and/or User has the right to ask CURBON TRADING to update, correct or delete its personal information. The User and/or User may do this by contacting CURBON TRADING at the numbers/addresses provided below. CURBON TRADING will take all reasonable steps to confirm the of the User and/or User's identity before making changes to personal information we may hold about it;

21. CURBON TRADING's POPI contacts. If the User and/or User have questions about this Policy, believe CURBON TRADING has not adhered to it, need further information about our privacy practices, wish to give or withdraw consent, exercise preferences, access or correct personal information, please contact CURBON TRADING at the following numbers/addresses:

Email: support@curbon.io

SECURITY

22. CURBON TRADING uses reasonable organisational, technical and administrative measures to protect personal information under its control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure.
23. If Users have reason to believe that the User's interaction with CURBON TRADING is no longer secure (for example, if Users feel that the security of any account Users might have with CURBON TRADING has been compromised), please immediately notify CURBON TRADING of the problem by contacting CURBON TRADING in accordance with the "Contact Us" section.

COOKIES

24. This Website and/or CURBON TRADING PLUGIN makes use of "cookies" to automatically collect information and data through the standard operation of the Internet servers. "Cookies" are small text files a Website and/or CURBON TRADING PLUGIN can use (and which CURBON TRADING may use) to recognise repeat Users, facilitate the User's on-going access to and use of a Website and/or CURBON TRADING PLUGIN and allow a Website and/or CURBON TRADING PLUGIN to track usage behaviour and compile aggregate data that will allow the Website and/or CURBON TRADING PLUGIN operator to improve the functionality of the Website and/or CURBON TRADING PLUGIN and its content.
25. The type of information collected by cookies is not used to personally identify Users. CURBON TRADING only makes use of essential information through the use of cookies. If Users do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows Users to deny or accept the cookie feature.

26. Please note that cookies may be necessary to provide Users with certain features available on our Website and/or CURBON TRADING PLUGIN, and thus if Users disable the cookies on the User's browser Users may not be able to use those features, and the User's access to our Website and/or CURBON TRADING PLUGIN will therefore be limited. If Users do not disable "cookies", Users are deemed to consent to our use of any personal information collected using those cookies.

CHANGES TO THE PRIVACY POLICY

27. CURBON TRADING will at all times provide updated communications to any changes to this privacy policy and it may, in its sole discretion, change any of the terms and conditions of this Privacy Policy at any time. It is the User's responsibility to regularly check the Privacy Policy and make sure that Users are satisfied with the changes. Should a User not be satisfied, Users must not place any further orders on, or in any other way use, the Website and/or CURBON TRADING PLUGIN.
28. Any such change will only apply to the User's use of this Website and/or CURBON TRADING PLUGIN after the change is displayed on the Website and/or CURBON TRADING PLUGIN. If Users use the Website and/or CURBON TRADING PLUGIN after such amended Privacy Policy, Users will be deemed to have accepted such changes.

ELECTRONIC COMMUNICATIONS

29. When Users visit the Website and/or CURBON TRADING PLUGIN or send emails to CURBON TRADING, Users consent to receiving communications from CURBON TRADING or any of our Users electronically in accordance with our Privacy Policy.

DISCLAIMER

30. The use of the Website and/or CURBON TRADING PLUGIN is entirely at the User's own risk and Users assume full responsibility for any risk or loss resulting from use of the Website and/or CURBON TRADING PLUGIN or reliance on any information on the Website and/or CURBON TRADING PLUGIN.
31. Whilst CURBON TRADING takes reasonable measures to ensure that the content of the

Website and/or CURBON TRADING PLUGIN is accurate and complete, CURBON TRADING makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website and/or CURBON TRADING PLUGIN or as to the accuracy, completeness or reliability of any information on the Website and/or CURBON TRADING PLUGIN. If any such representations or warranties are made by CURBON TRADING's representatives, CURBON TRADING will not be bound thereby.

32. CURBON TRADING disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with the User's access to or use of the Website and/or CURBON TRADING PLUGIN and/or any content therein unless otherwise provided by law.

Although Products sold from the Website and/or CURBON TRADING PLUGIN by Users may, under certain specifically defined circumstances, be under warranty, the Website and/or CURBON TRADING PLUGIN itself and all information provided on the Website and/or CURBON TRADING PLUGIN is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

33. Any views or statements made or expressed on the Website and/or CURBON TRADING PLUGIN are not necessarily the views of CURBON TRADING, its directors, employees and/or agents.

34. In addition to the disclaimers contained elsewhere on the Website and/or CURBON TRADING PLUGIN or in this Privacy Policy, CURBON TRADING also makes no warranty or representation, whether express or implied, that the information or files available on the Website and/or CURBON TRADING PLUGIN are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the User's computer system, computer network, hardware or software in any way. The Users accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or the User's hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of CURBON TRADING, its employees, agents or

authorised representatives. CURBON TRADING thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with the User's access to or use of the Website and/or CURBON TRADING PLUGIN.

AVAILABILITY AND TERMINATION

35. CURBON TRADING will use reasonable endeavors to maintain the availability of the Website and/or CURBON TRADING PLUGIN, except during scheduled maintenance periods, and are entitled to discontinue providing the Website and/or CURBON TRADING PLUGIN or any part thereof with or without notice to Users.
36. CURBON TRADING may in its sole discretion suspend and modify this Website and/or CURBON TRADING PLUGIN, with or without notice to Users. You agree that CURBON TRADING will not be liable to Users in the event that it chooses to suspend, modify or terminate this Website and/or CURBON TRADING PLUGIN other than for processing any orders made by Users prior to such time, to the extent possible.
37. If Users fail to comply with the User's obligations under this Privacy Policy, including any incident involving payment of the price of an order for any Products from other Users, this may (in our sole discretion with or without notice to Users) lead to a suspension and/or termination of the User's access to the Website and/or CURBON TRADING PLUGIN without any prejudice to any claims for damages or otherwise that CURBON TRADING or the other User may have against Users.
38. CURBON TRADING is entitled, for purposes of preventing suspected fraud and/or where it suspects that Users are abusing the Website and/or CURBON TRADING PLUGIN and/or have created multiple User profiles to take advantage, to blacklist Users on its database (including suspending or terminating the User's access to the Website and/or CURBON TRADING PLUGIN), refuse to accept or process payment on any order, and/or to cancel any order concluded between Users and CURBON TRADING, in whole or in part, on notice to Users and accepts no liability which may arise as a result of such blacklisting and/or refusal to process any order for the CURBON TRADING Services or through a User.
39. In order to maintain availability of the Services, CURBON TRADING undertakes to such security and cloud-based strategies to provide the maximum security and safety for the

Customer and End User's Data. CURBON TRADING may adopt such additional and/or other Disaster Recovery features that it deems necessary to protect Customer and End User Data.

40. CURBON TRADING undertakes to notify the Customer of any security or disaster recovery techniques and mechanisms deployed for its benefit within a reasonable time.

GOVERNING LAW AND JURISDICTION

41. This Privacy Policy and our relationship and/or any dispute arising from or in connection with the Privacy Policy will be governed and interpreted in accordance with the laws of the Republic of South Africa.
42. Your continued use of the Website and/or CURBON TRADING PLUGIN will constitute the User's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the Privacy Policy.
43. In the event of any dispute arising between Users and CURBON TRADING, Users hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
44. Nothing in this clause or the Privacy Policy limits the User's right to approach any court, tribunal or forum of competent jurisdiction in terms of the POPI or CPA.

NOTICES

45. CURBON TRADING hereby selects the address as it reflects on its Website and/or CURBON TRADING PLUGIN from time to time, as its address for the Service of all formal notices and legal processes in connection with the Privacy Policy ("legal address"). CURBON TRADING may change this address from time to time by updating the Privacy Policy.
46. You hereby select the physical address specified with the User's invoice as the User's legal address, but Users may change it to any other physical address by giving CURBON TRADING not less than 7 days' notice in writing.

47. Notices must be sent either by hand, prepaid registered post or email. All notices sent –

47.1. by courier will be deemed to have been received on the date of delivery;

47.2. by email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. Emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day.

GENERAL

48. Any failure on the part of Users or CURBON TRADING to enforce any right in terms hereof will not constitute a waiver of that right.

49. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.

50. No indulgence, extension of time, relaxation or latitude which any party (the “grantor”) may show grant or allow to the other (the “grantee”) will constitute a waiver by the grantor of any of the grantor’s rights and the grantor will not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which might arise in the future.

51. No other warranty or undertaking is valid, unless contained in this document between the parties.