



PRIVACY POLICY

A Qode Health Solutions Company

Microsoft
Partner



Gold Cloud Platform
Gold Windows and Devices
Silver Application Development
Silver Data Analytics
Silver ISV

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Annexures

Annexure A: Consent – Lawful Basis

1. DEFINITIONS

In this Policy (as defined below), unless the context requires otherwise, the following capitalised terms shall have the meanings given to them –

- 1.1. "**Astrocyte**" means Astrocyte Proprietary Limited, registration number 2019/031511/07, a limited liability private company duly incorporated in the Republic of South Africa;
- 1.2. "**Child**" means any natural person under the age of 18 (eighteen) years;
- 1.3. "**Client Data**" means information including Personal Information and Special Personal Information of a Data Subject's client, including patients;
- 1.4. "**Data Subject**" or "**you**" means Astrocyte's clients who may be natural or juristic persons or any other person(s) in respect of whom Astrocyte Processes Personal Information;
- 1.5. "**Employees**" means any employee of Astrocyte;
- 1.6. "**Operator**" means a person or entity who Processes Personal Information for a Responsible Party in terms of a contract or mandate, without coming under the direct authority of that Responsible Party;
- 1.7. "**Personal Information**" means information relating to any Data Subject, including but not limited to (i) views or opinions of another individual about the Data Subject; and (ii) information relating to such Data Subject's –
 - 1.7.1. race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth;
 - 1.7.2. education, medical, financial, criminal or employment history;
 - 1.7.3. names, identity number and/or any other personal identifier, including any number(s), which may uniquely identify a Data Subject, account or client number, password, pin code, customer or Data Subject code or number, numeric, alpha, or alpha-numeric design or configuration of any nature, symbol, email address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment;
 - 1.7.4. blood type, fingerprint or any other biometric information;

- 1.7.5. personal opinions, views or preferences;
- 1.7.6. correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and
- 1.7.7. corporate structure, composition and business operations (in circumstances where the Data Subject is a juristic person) irrespective of whether such information is in the public domain or not;
- 1.8. "**Policy**" means this Privacy Policy;
- 1.9. "**POPIA**" or "**Act**" means the Protection of Personal Information Act, No 4 of 2013;
- 1.10. "**Processing**" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including –
 - 1.10.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 1.10.2. dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or
 - 1.10.3. merging, linking, blocking, degradation, erasure or destruction. For the purposes of this definition, "**Process**" has a corresponding meaning;
- 1.11. "**Regulator**" means the information regulator established in terms of the Act;
- 1.12. "**Responsible Party**" means a public or private body or any other person which alone or in conjunction with others, determines the purpose of and means for Processing Personal Information;
- 1.13. "**Software**" means Astrocyte's proprietary software known as *Astrocyte*, which is a medical private practice management and billing system, inclusive of clinical patient management;
- 1.14. "**Special Personal Information**" means Personal Information concerning a Data Subject's religious or philosophical beliefs, race or ethnic origin, trade union membership, political opinions, health, sexual life, biometric information or criminal behaviour; and
- 1.15. "**Third-Party**" means independent contractor, agent, consultant, sub-contractor or other representative of Astrocyte.

2. INTRODUCTION

- 2.1. This Policy regulates the use and protection of Personal Information that Astrocyte Processes.
- 2.2. Astrocyte acknowledges the need to ensure that Personal Information is handled with care and is committed to ensuring that it complies with the requirements of the Act for the Processing of Personal Information.

3. PURPOSE

- 3.1. POPIA imposes obligations on both public and private bodies for the processing of Personal Information.
- 3.2. The purpose of this Policy is to inform Data Subjects about how Astrocyte Processes their Personal Information by, *inter alia*, collecting or collating, receiving, recording, storing, updating, distributing, erasing or destroying, disclosing and/or generally using the Data Subject's Personal Information.

4. APPLICATION

- 4.1. Astrocyte, in its capacity as Responsible Party and/or Operator, shall strive to observe, and comply with, its obligations under the POPIA as well as internationally accepted information protection principles, practices and guidelines when it Processes Personal Information from or in respect of a Data Subject.
- 4.2. This Policy applies to Personal Information collected by Astrocyte in connection with the services offered. This includes information collected offline through our consumer call centres, direct marketing campaigns, sweepstakes and competitions, and online through our websites, branded pages on Third-Party platforms and applications accessed or used through such websites or Third-Party platforms which are operated by or on behalf of Astrocyte. This Policy is hereby incorporated into and forms part of the Astrocyte terms and conditions of use. **This Privacy Policy does not apply to the information practices of Third Party companies (including, without limitation, their websites, platforms and/or applications) which we do not own or control; or individuals that Astrocyte does not manage or employ. These Third-Party sites may have their own privacy policies and terms and conditions and we encourage you to read them before using those Third-Party sites.**

5. NOTIFYING DATA SUBJECTS

- 5.1. Astrocyte will make Data Subjects aware of the fact that it is Processing their Personal Information and inform them of the specific purpose for which Astrocyte will be Processing such Personal Information, including making the Data Subject aware of any Third-Party recipients of the Personal Information (which may also include cross-border transfers of Personal Information). For clarity, Astrocyte shares Personal Information with blood labs, medical aids and billing pricing providers for the purpose of rendering the services under the software licence agreement between Astrocyte and the client thereto. Where the Data Subject has consented, Astrocyte may share the Data Subject's Personal Information with its shareholder, iMedprac Holdings Proprietary Limited, for the purpose of providing consulting services to the Data Subject.
- 5.2. Astrocyte will not use the Personal Information of a Data Subject for any purpose other than the disclosed purpose without the consent of the Data Subject, unless Astrocyte is permitted or required to do so by law.

6. WHAT INFORMATION ASTROCYTE COLLECTS

- 6.1. Astrocyte may collect certain information that is not Personal Information such as your operating system, browser type, and Internet service provider. This type of information does not identify you personally.
- 6.2. Astrocyte may collect and process the following information, which may include Personal Information, about you —
 - 6.2.1. information that you provide by filling in forms;
 - 6.2.2. if you contact us, we may keep a record of that correspondence;
 - 6.2.3. we may also ask you to complete surveys that we use for research purposes, although you do not have to respond to them;
 - 6.2.4. details of transactions you carry out through our Software and of the fulfilment of any contract you enter into with Astrocyte; and
 - 6.2.5. details of your use of the Software (including, but not limited to, traffic data, location data, and other communication data, whether this is required for our own billing purposes or otherwise) and the resources that you access.

7. ACCESS TO CLIENT DATA

- 7.1. Through its use of the Software, the Data Subject shall Process the Client Data.
- 7.2. Astrocyte and the Data Subject agree that for the purpose of Processing the Client Data, the Data Subject is the Responsible Party and Astrocyte is an Operator. Astrocyte shall only Process the Client Data in accordance with the instructions provided by the Data Subject and in accordance with this Policy.
- 7.3. Astrocyte shall not use the Client Data for any purpose other than in terms of the Data Subject's documented instructions, but only to the extent that such instructions are consistent with applicable laws. If Astrocyte reasonably believes that the Data Subject's instructions are inconsistent with applicable law, Astrocyte will promptly notify the Data Subject of such.

8. PROCESS OF COLLECTING PERSONAL INFORMATION

- 8.1. Astrocyte will always collect Personal Information in a fair, lawful and reasonable manner to ensure that it protects the Data Subject's privacy and will Process the Personal Information based on legitimate grounds in a manner that does not adversely affect the Data Subject in question.
- 8.2. Astrocyte often collects Personal Information directly from the Data Subject and/or from Third-Parties, and where Astrocyte obtains Personal Information from Third-Parties, Astrocyte will ensure that it obtains the consent of the Data Subject to do so or will only Process the Personal Information without the Data Subject's consent where Astrocyte is permitted to do so in terms of the applicable laws.
- 8.3. An example of such Third Parties include other Astrocyte entities; our clients when Astrocyte handles Personal Information on their behalf; regulatory bodies; credit reference agencies; other companies providing services to Astrocyte and where Astrocyte makes use of publicly available sources of information.

9. LAWFUL PROCESSING OF PERSONAL INFORMATION

- 9.1. In terms of POPIA, where Astrocyte is the Responsible Party, it can only Process a Data Subject's Personal Information where –
 - 9.1.1. consent of the Data Subject (or a competent person where the Data Subject is a Child) is obtained;

- 9.1.2. Processing is necessary to carry out the actions for conclusion of a contract to which a Data Subject is party;
 - 9.1.3. Processing complies with an obligation imposed by law on Astrocyte;
 - 9.1.4. Processing protects a legitimate interest of the Data Subject;
 - 9.1.5. Processing is necessary for pursuing the legitimate interests of Astrocyte or of a third party to whom the information is supplied
- 9.2. Astrocyte will only Process Personal Information pursuant to clause 9.1.2 above.
- 9.3. Where required (i.e. where we are not relying on a legal ground listed in paragraphs 9.1.2 to 9.1.5 above), Astrocyte will obtain the Data Subject's consent prior to collecting, and in any case prior to using or disclosing, the Personal Information for any purpose.
- 9.4. Astrocyte will make the manner and reason for which the Personal Information will be Processed clear to the Data Subject.
- 9.5. Where Astrocyte is relying on a Data Subject's consent as the legal basis for Processing Personal Information, the Data Subject may withdraw his/her/its consent or may object to Astrocyte's Processing of the Personal Information at any time. This will not affect the lawfulness of any Processing done prior to the withdrawal of consent or any Processing justified by a legal ground set out in paragraphs 9.1.2 to 9.1.5 above.
- 9.6. If the consent is withdrawn or if there is otherwise a justified objection against the use or the Processing of such Personal Information, Astrocyte will ensure that the Personal Information is no longer Processed.

10. STORAGE OF PERSONAL INFORMATION

- 10.1. Astrocyte may store your Personal Information using Astrocyte own secure on-site servers or other internally hosted technology. Your personal data may also be stored by Third Parties, via cloud services or other technology, to whom Astrocyte has contracted with, to support Astrocyte's business operations.
- 10.2. Astrocyte's Third-Party service providers, including data storage and processing providers, may from time to time also have access to a Data Subject's Personal Information in connection with purposes for which the Personal Information was initially collected to be Processed.

- 10.3. Astrocyte will ensure that such Third-Party service providers will process the Personal Information in accordance with the provisions of this Policy, all other relevant internal policies and procedures and the Act.
- 10.4. Your Personal Information may be stored and processed in South Africa or another country where Astrocyte, its affiliates and their service providers maintain servers and facilities and Astrocyte will take steps, including by way of contracts, to ensure that it continues to be protected regardless of its location in a manner consistent with the standards of protection required under applicable law.

11. USE OF PERSONAL INFORMATION

- 11.1. Astrocyte will only Process a Data Subject's Personal Information for a specific, lawful and clear purpose (or for specific, lawful and clear purposes) and will ensure that it makes that Data Subject aware of such purpose(s) as far as possible.
- 11.2. It will ensure that there is a legal basis for the Processing of any Personal Information. Further, Astrocyte will ensure that Processing will relate only to the purpose for and of which the Data Subject has been made aware (and where relevant, consented to) and will not Process any Personal Information for any other purpose(s).
- 11.3. Astrocyte may use Personal Information for the following purposes –
 - 11.3.1. for the purpose of providing access to the Software and rendering the services to the Data Subject from time to time as set out in the licence and services agreement concluded between the Data Subject and Astrocyte;
 - 11.3.2. to respond to any correspondence that the Data Subject may send to Astrocyte, including via email or by telephone;
 - 11.3.3. to contact the Data Subject from time to time, where specific consent has been given to follow-up contacts by Astrocyte or to be put on Astrocyte mailing list;
 - 11.3.4. for such other purposes to which the Data Subject may consent from time to time; and
 - 11.3.5. for such other purposes authorised in terms of applicable law.

12. PERSONAL INFORMATION FOR DIRECT MARKETING PURPOSES

- 12.1. Astrocyte acknowledges that it may only use Personal Information to contact the Data Subject for purposes of direct marketing from time to time where it is permissible to do so.
- 12.2. It may use Personal Information to contact any Data Subject and/or market Astrocyte's services directly to the Data Subject(s) if the Data Subject is one of Astrocyte's existing clients, the Data Subject has requested to receive marketing material from Astrocyte or Astrocyte has the Data Subject's consent to market its services directly to the Data Subject.
- 12.3. If the Data Subject is an existing client, Astrocyte will only use his/her/its Personal Information if it had obtained the Personal Information through the provision of a service to the Data Subject and only in relation to similar services to the ones Astrocyte's previously provided to the Data Subject.
- 12.4. Astrocyte will ensure that a reasonable opportunity is given to the Data Subject to object to the use of their Personal Information for Astrocyte's marketing purposes when collecting the Personal Information and on the occasion of each communication to the Data Subject for purposes of direct marketing.
- 12.5. Astrocyte will not use your Personal Information to send you marketing materials if you have requested not to receive them. If you request that we stop Processing your Personal Information for marketing purposes, Astrocyte shall do so. We encourage that such requests to opt-out of marketing be made via forms and links provided for that purpose in the marketing materials sent to you.

13. SPECIAL PERSONAL INFORMATION AND PERSONAL INFORMATION OF A CHILD

- 13.1. Special Personal Information is sensitive Personal Information of a Data Subject.
- 13.2. Astrocyte acknowledges that it is not allowed to Process Special Personal Information unless –
 - 13.2.1. Processing is carried out in accordance with the Data Subject's express consent;

13.2.2. Processing is necessary for the establishment, exercise or defence of a right or obligation in law;

13.2.3. Processing is necessary to comply with an obligation of international public law;

13.2.4. Processing is for historical, statistical or research purposes, subject to stipulated safeguards;

13.2.5. information has deliberately been made public by the Data Subject; or

13.2.6. specific authorisation has been obtained in terms of POPIA.

13.3. Astrocyte acknowledges that it may not Process any Personal Information concerning a Child and will only do so where it has obtained the consent of the parent or guardian of that Child or where it is permitted to do so in accordance with applicable laws.

14. RETENTION OF PERSONAL INFORMATION

14.1. Astrocyte may keep records of the Personal Information it has collected, correspondence or comments in an electronic or hardcopy file format.

14.2. Astrocyte will retain Personal Information for as long as necessary to fulfil the purposes for which that Personal Information was collected and/or as permitted or required by applicable law.

14.3. Astrocyte may retain Personal Information for longer periods for statistical, historical or research purposes, and should this occur, Astrocyte will ensure that appropriate safeguards have been put in place to ensure that all recorded Personal Information will continue to be Processed in accordance with this Policy and the applicable laws.

14.4. Once the purpose for which the Personal Information was initially collected and Processed no longer applies or becomes obsolete, Astrocyte will ensure that the Personal Information is deleted, destroyed or de-identified sufficiently so that a person cannot re-identify such Personal Information.

14.5. In instances where we anonymise your Personal Information for research or statistical purposes, Astrocyte may use such anonymised information indefinitely without further notice to you.

15. FAILURE TO PROVIDE PERSONAL INFORMATION

- 15.1. Should Astrocyte need to collect Personal Information by law, such as in-relation to anti-money laundering or under the terms of a contract that Astrocyte may have with you and you fail to provide the personal data when requested, we may be unable to perform the contract we have or are attempting to enter into with you.
- 15.2. In such a case, Astrocyte may have to decline to provide or receive the relevant services, you will be notified where this is the case.

16. SAFE-KEEPING OF PERSONAL INFORMATION

- 16.1. Astrocyte has implemented physical, organisational, contractual and technological security measures to keep all Personal Information secure, including measures protecting any Personal Information from loss or theft, and unauthorised access, disclosure, copying, use or modification.
- 16.2. Astrocyte will notify the Regulator and the affected Data Subject (unless the law requires that we delay notification to the Data Subject) in writing in the event of a security breach (or a reasonable belief of a security breach) in respect of that Data Subject's Personal Information.
- 16.3. Astrocyte will provide such notification as soon as reasonably possible after it has become aware of any security breach of such Data Subject's Personal Information.
- 16.4. Furthermore, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Astrocyte implements appropriate technical and organizational measures to ensure a level of security appropriate to the risk of processing, including –
 - 16.4.1. the pseudonymization (or de-identification) and encryption of Personal Information;
 - 16.4.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
 - 16.4.3. the ability to restore the availability and access to Personal Information data in a timely manner in the event of a physical or technical incident; and

16.4.4. a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of Processing.

17. PROVISION OF PERSONAL INFORMATION TO THIRD PARTIES

- 17.1. Astrocyte may disclose Personal Information to Third-Party service providers and will enter into written agreements with such Third-Party service providers to ensure that they Process any Personal Information in accordance with the provisions of this Policy and the Act.
- 17.2. Astrocyte notes that such Third Parties may assist Astrocyte with the purposes listed in paragraph 11.3 above, for example, service providers may be used, *inter alia*, to: provide telephone support, assist in the provision of IT or marketing products or services, notify the Data Subjects of any pertinent information concerning Astrocyte, and/or for data storage.
- 17.3. Astrocyte will disclose Personal Information with the consent of the Data Subject or if Astrocyte is permitted to do so without such consent in accordance with the applicable laws.
- 17.4. Further, Astrocyte may also send Personal Information to a foreign jurisdiction outside of the Republic of South Africa in order to achieve the purpose(s) for which the Personal Information was collected and Processed, including for Processing and storage by Third-Party service providers. In this regard the Data Subject agreed and provides its consent to do so.
- 17.5. When Personal Information is transferred to a jurisdiction outside of the Republic of South Africa, Astrocyte will obtain the necessary consent to transfer the Personal Information to such foreign jurisdiction or may transfer the Personal Information without the necessary consent where Astrocyte is permitted to do so in accordance with the laws applicable to the trans-border flows of Personal Information under the Act.
- 17.6. The Data Subject should also take note that the Processing of Personal Information in a foreign jurisdiction may be subject to the laws of the country in which the Personal Information is held, and may be subject to disclosure to the governments, courts of law, enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

18. ACCESS TO PERSONAL INFORMATION

- 18.1. Astrocyte may request the Data Subject to provide sufficient identification to permit access to, or provide information regarding the existence, use or disclosure of the Data Subject's Personal Information.
- 18.2. Any such identifying information shall only be used for the purpose of facilitating access to or information regarding the Personal Information.
- 18.3. The Data Subject can, request in writing, to review any Personal Information about the Data Subject that Astrocyte holds including Personal Information that Astrocyte has collected, utilised or disclosed.
- 18.4. Astrocyte will provide the Data Subject with any such Personal Information to the extent required by law and any of Astrocyte's policies and procedures which apply in terms of the Promotion of Access to Information Act, No 2 of 2000 ("**PAIA**").
- 18.5. The Data Subject can challenge the accuracy or completeness of his/her/its Personal Information in Astrocyte's records at any time in accordance with the process set out in Astrocyte's PAIA Manual for accessing information.
- 18.6. If a Data Subject successfully demonstrates that their Personal Information in our records is inaccurate or incomplete, Astrocyte will ensure that such Personal Information is amended or deleted as required (including by any Third Parties).

19. KEEPING PERSONAL INFORMATION ACCURATE

- 19.1. Astrocyte will take reasonable steps to ensure that all Personal Information is kept as accurate, complete and up-to-date as reasonably possible.
- 19.2. Astrocyte may not always expressly request the Data Subject to verify and update his/her/its Personal Information, unless this process is specifically necessary.
- 19.3. Astrocyte, however, expects that the Data Subject will notify Astrocyte from time to time in writing of any updates required in respect of his/her/its Personal Information.

20. COSTS TO ACCESS TO PERSONAL INFORMATION

The prescribed fees to be paid for copies of the Data Subject's Personal Information are listed in Astrocyte's PAIA Manual.

21. CHANGES TO THIS POLICY

Astrocyte reserves the right to make amendments to this Policy from time to time and will use reasonable efforts to notify Data Subjects of such amendments.

22. CONTACTING US

22.1. All comments, questions, concerns or complaints regarding your Personal Information or this Policy, should be forwarded to us as follows —

Full name: Astrocyte Proprietary Limited, for the attention of Dr Dirk Jurgens van der Spuy

Main business & physical address for receipt of legal services: Block A, Old Farm Office Park, 881 Old Farm Road, Faerie Glen, Pretoria, Gauteng, 0081

Telephone: +27 82 5641121

Email: dirk@imedprac.co.za

22.2. If a Data Subject is unsatisfied with the manner in which Astrocyte addresses any complaint with regard to Astrocyte's Processing of Personal Information, the Data Subject can contact the office of the Regulator, the details of which are set out below —

Website: <http://justice.gov.za/inforeq/>

Tel: 012 406 4818

Fax: 086 500 3351

Email: [**inforeq@justice.gov.za**](mailto:inforeq@justice.gov.za)

CONSENT – LAWFUL BASIS

1 EXPLANATION

- 1.1 Astrocyte Proprietary Limited ("**Astrocyte**") would like [insert name of Data Subject] ("**you**", "**your**" or "**Company**") consent to [process certain personal information about you] or [to share and transfer such personal information to [insert name of third party] ("**Third Party**") which Third Party shall process your personal information].
- 1.2 It is entirely the Company's decision whether to give its consent or not.
- 1.3 You may withdraw its consent in respect of the processing purpose listed below on written notice to Astrocyte.
- 1.4 Please note that if the Company does not provide its consent or withdraws / revokes its consent then Astrocyte may not be able to successfully provide the services to the Company in the manner contemplated in the licence and services agreement.
- 1.5 [Insert any other information which will assist the Company to make an informed decision as to whether to consent or not].

2 TYPE OF PERSONAL INFORMATION, THE PURPOSE AND CONSENT

2.1 The specific personal information the Astrocyte wishes to collect, and process and the purpose for processing is set out below –

Type of personal information	Purpose: Why does Astrocyte collect and process this personal information and what will it do with this personal information?	Please mark an "X" to indicate that you consent and agree to the personal information being processed for the listed purpose
e.g. financial information including [●]	e.g. Astrocyte will share the aforementioned personal information with Investec Bank (" Investec ") using an application program interface (API). Astrocyte and Investec exchange data (including personal information) using the API. Investec is responsible for the data up to the point of receipt by Astrocyte and <i>vice versa</i> .	

The Company hereby freely gives its consent to Astrocyte to process its above listed personal information for the purposes set out above.

SIGNED at on 2021

–
[INSERT COMPANY NAME]