



## CRAYON PRIVACY POLICY

By accessing or using [www.crayon.jobs](http://www.crayon.jobs), [www.crayon.social](http://www.crayon.social), [www.crayoncrew.co.za](http://www.crayoncrew.co.za), [www.crayoncrew.co.uk](http://www.crayoncrew.co.uk), [www.crayoncrew.net](http://www.crayoncrew.net) or any of its related blogs, websites or platforms (collectively, "**the Website**"), owned by Crayon Technologies (Pty) Ltd (reg: 2019/075571/07) ("**Crayon**"), you agree that you have read, understood and agree to be bound to the terms and conditions contained herein (the "**Privacy Policy**"), as well as Crayon's general Terms. All rights in and to the content of the Website remain at all times expressly reserved by Crayon.

**Please pay specific attention to the BOLD paragraphs of the Crayon Privacy Policy. These paragraphs limit the risk or liability of Crayon, constitutes an assumption of risk or liability by you, impose an obligation by you to indemnify Crayon or is an acknowledgement of any fact by you.**

**Please read these terms carefully before accessing or using the Website. Crayon will assume you have read and understood these terms should you continue to access or make use of the Website.**

**Please be advised that this Privacy Policy and our operations are all interpreted, applied and/or are in accordance with, the privacy and data protection laws of the Republic of South Africa, as we are a South African company focused on providing services to the South African market. Should you be a citizen of a territory other than the Republic of South Africa with the result that additional privacy laws apply to the processing of your personal information, please contact us so that we may gladly assist you in manifesting those rights, and ensuring that you are fully protected as required. You can contact us at [comms@crayon.jobs](mailto:comms@crayon.jobs) for any such assistance.**

### **It is important to note the following:**

- The terms "user", "you" and "your" are used interchangeably in these Terms and refer to all persons accessing the Website for any reason whatsoever. Accordingly, the terms "us", "our" or "we" refers to Crayon or its possession.
- Not all terms are necessarily defined in order.
- Terms used herein are as per the Crayon Terms of Service, unless otherwise defined.
- These terms were last updated on 1 April 2019.

## **1. PRIVACY AND PERSONAL INFORMATION**

1.1. Crayon respects your privacy and your personal information, and will take reasonable measures to protect it, as more fully detailed below.

1.2. Should you decide to function as a user or register as a Candidate, Promoter or Employer on the Website, Crayon may collect, collate, process, and use the following types of information about you when you use the Website ("**personal information**"):

### **1.2.1. Information provided by the user**

Crayon collects personal information (that is information about the user that is personally identifiable including, but not limited to, the user's name, address, age, work experience, gender, e-mail address, phone number(s), passwords, product and service preferences and contact preferences that are not otherwise publicly available); and

### 1.2.2. **Information that is collected automatically**

Crayon receives and stores information which is transmitted automatically from the user's computer when the user browses the internet. This information includes information from "cookies" (which are described in clause 1.14 below), the user's Internet Protocol ("IP") address, browser type, web beacons, geo-locationary information, embedded web links, and other commonly used information-gathering tools. These tools collect certain standard information that your browser sends to the Website such as your browser type and language, access times, and the address from which you arrived at the Website.

- 1.3. Should your personal information change, please inform Crayon and provide Crayon with updates to your personal information as soon as reasonably possible to enable Crayon to update it. Crayon is however under no obligation to ensure that your personal information or other information supplied by you is correct.
- 1.4. You warrant that the personal information disclosed to Crayon or the Website is directly from you as the user on the Website or in connection to the Services, and all such personal information is lawfully yours to provide in your own private or representative capacity.
- 1.5. You may choose to provide additional personal information to Crayon, in which event you agree to provide accurate and current information, and, generally, not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 1.6. Any processing of your personal information will be reservedly for Crayon's legitimate business purposes and as a necessary function of your engagement with the Website and/or the Services, and you have consented to this, but Crayon will not, without your express consent:
  - 1.6.1. use your personal information for any purpose other than as set out below:
    - 1.6.1.1. to contact you regarding current or new information, products or Services or any other Service offered by Crayon or any of Crayon's divisions and/or partners (unless you have opted out from receiving marketing material from Crayon, possible through same contact);
    - 1.6.1.2. to inform you of new features, special offers and promotional competitions offered by Crayon or any of Crayon's divisions and/or partners (unless you have opted out from receiving marketing material from Crayon, possible through same correspondence); and
    - 1.6.1.3. to improve Crayon's Services selection and your experience on the Website by, for example, monitoring your browsing habits, or tracking your interaction on the Website; or
  - 1.6.2. disclose your personal information to any third party other than as set out below:
    - 1.6.2.1. to Crayon's employees, third party service providers and/or Employers who assist Crayon to interact with you via the Website, email or any other method, for the engagement of their services, and thus need to know your personal information in order to assist Crayon to communicate with you properly and efficiently;
    - 1.6.2.2. to Crayon's divisions and/or partners (including their employees and/or third party service providers) in order for them to interact directly with you via email or any other method for purposes of sending you marketing material regarding any current or new product or Services, new features, special offers or promotional items offered by them (unless you have opted out from receiving marketing material from Crayon, possible through same correspondence with Crayon);
    - 1.6.2.3. to law enforcement, government officials, fraud detection agencies or other third parties when Crayon believes in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report or support the investigation into suspected illegal activity or the contravention of an applicable law, or to investigate violations of these Terms and/or the Website's other policies; and

- 1.6.2.4. to Crayon's service providers (under contract with Crayon) who help with parts of Crayon's business operations (background checks, fraud prevention, marketing, technology services, etc.). However, Crayon's contracts dictate that these service providers may only use your information in connection with the services they perform for Crayon, not for their own benefit and under the same standards as how Crayon operates.
- 1.7. Crayon is entitled to use or disclose your 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 Crayon, or to protect and defend Crayon's rights or property. In the event of a fraudulent EFT payment or misuse of the provided banking details, Crayon 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.
- 1.8. Crayon will ensure that all of its employees, third party service providers, divisions and partners (including their employees and third party service providers) having access to your personal information are bound by appropriate and legally binding confidentiality obligations and process your personal information at standards equal to or higher than Crayon's in relation to your personal information.
- 1.9. Crayon will:
  - 1.9.1. treat your personal information as strictly confidential, save where Crayon is entitled to share it as set out in this policy;
  - 1.9.2. take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
  - 1.9.3. provide you with reasonable access to your personal information to view and/or update personal details;
  - 1.9.4. promptly notify you if Crayon becomes aware of any unauthorised use, disclosure or processing of your personal information;
  - 1.9.5. provide you with reasonable evidence of Crayon's compliance with its obligations under this policy on reasonable notice and request; and
  - 1.9.6. upon your request, promptly correct, return or destroy any and all of your personal information in Crayon's possession or control, save for that which Crayon is legally obliged or entitled to retain (acknowledging that some Website functionality might be lost if certain personal information is amended or destroyed).
- 1.10. Crayon will not retain your personal information longer than the period for which it was originally needed, unless Crayon is required by law to do so, or you consent to Crayon retaining such information for a longer period.
- 1.11. Crayon undertakes never to sell or make your personal information available to any third party other than as provided for in this policy.
- 1.12. Whilst Crayon will do all things reasonably necessary to protect your rights of privacy, Crayon cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your personal information, whilst in Crayon's possession, made by third parties who are not subject to Crayon's control, unless such disclosure is as a result of Crayon's gross negligence.
- 1.13. If you disclose your personal information to an Employer or third party, such as an entity which operates a website linked to this Website or anyone other than Crayon, **Crayon shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the Employer or third party.** This is because Crayon does not regulate or control how that third party uses your personal information. You should always ensure that you read the privacy policy of any third party.
- 1.14. This Website may make use of "cookies" to automatically collect information and data through the standard operation of the internet servers. "Cookies" are small text files a website can use (and which Crayon may use) to recognise repeat users, facilitate the user's on-going access to and use of a

website and allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content, and to display more focused advertising to a user by way of third party tools. The type of information collected by "cookies" is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the "cookie" feature. Please note that "cookies" may be necessary to provide you with certain features available on the Website, and thus if you disable the "cookies" on your browser you may not be able to use those features, and your access to the Website will therefore be limited. If you do not disable "cookies", you are deemed to consent to Crayon's use of any personal information collected using those "cookies", subject to the provisions of these Terms and the Website's other policies.

- 1.15. The user is entitled to request access to any relevant personal data held by Crayon and where such access is necessary for you to exercise and/or protect any of the user's rights. For any personal data held by any Employer or third-party, the user must approach that party for the realisation of the user's personal data rights with them, and not with Crayon.
- 1.16. Users acknowledge that any content provided on the Website, including via the messaging system, enters an open, public forum, and is not confidential.**
- 1.17. Users understand that there are risks involved in sharing personal information. By disclosing personal information such as the user's name and email address, users acknowledge and understand that this information may be collected and used by a third party to communicate with you.**