



## **JUMP PLATFORM PRIVACY POLICY AND TERMS & CONDITIONS OF USE**

Last updated: 1 July 2021

### **PREAMBLE**

Jump is a multi-faceted SMME initiative that includes a mobile app with an extensive business toolkit, on-the-ground events, an industry cluster and ecosystem mobilisation capability and powerful enterprise development support features.

The platform aims to support the growth and competitiveness of SMMEs in the Western Cape through digital empowerment and access to support and opportunities.

Jump has been launched to the public and is available to any business, entrepreneur, or SMME stakeholder in the Western Cape who can sign up online. Jump allows users to create profiles, and to display such profiles on a map to allow for increased interaction between businesses, mentors, business support organizations.

Jump is an initiative of the Western Cape Provincial Government's Department of Economic Development and Tourism. Jump is a free service and is accessed at [www.bizjump.co.za](http://www.bizjump.co.za) and as a free-to-download app on the Apple App Store (IOS) and Google Play Store (Android).

This Privacy Policy describes our policies and procedures on the collection, use, and disclosure of personal information when users access Jump and details privacy rights and protection under the law.

## **SPECIFIC TERMS AND CONDITIONS**

- 1 The Western Cape Government ("WCG") is the developer and owner of the small business and entrepreneurship support and development platform, titled 'jump for entrepreneurs' and abbreviated to 'jump', 'Jump' or 'JUMP' or other capitalization thereof ("Jump").
- 2 The Jump platform ("platform") comprises the [www.bizjump.co.za](http://www.bizjump.co.za) website plus associated Android and IOS applications ("apps") and back-office applications. The Jump service ("service") comprises the functions of the Jump platform.
- 3 These terms and conditions govern the use of the Jump platform by the user ("user"), and acceptance hereof constitutes a binding agreement between the user and the operator of the website, the Western Cape Government ("WCG"), and its duly authorized agents.
- 4 The user, acting as an individual person, or on behalf of an organization, by submitting their personal and/or organisation information, authorizes the WCG to electronically store, hold, transmit and use such information for the purpose of communicating with the user in future, via email and cellular telephone.
- 5 Where the user is acting as a representative of any organization, they warrant that they have the necessary authority to do so, and specifically, to grant permission for WCG and its agents to communicate with the user as a representative thereof.
- 6 The user understands and agrees that they use this website entirely at their own risk; neither WCG nor its agents accepts any responsibility for any loss or damage in relation to the user's computer, mobile/cellular phone or other electronic equipment used to access the website, during or after such access, including but not limited to any loss or damage to hardware, software or data,

caused by incompatibility, or any virus, malware, trojan or malicious software or code of any kind.

- 7 The user specifically and unconditionally indemnifies the WCG and its agents against any claim for any loss or damage occurring during or subsequent to the use of the website.
- 8 The information provided is not an application for any other services or programmes of the WCG and the WCG shall not be required or obliged to deliver any services other than those stipulated above to any user based on the provision of their information on the website.

## **PRIVACY POLICY**

- 9 The Protection of Personal Information Act, 2013 (POPI) is aimed at protecting the personal information of you, the user.
- 10 This policy is our notice in terms of section 18 of the POPI Act and explains why and how we collect, use and store your personal information.
- 11 By agreeing to this privacy policy, you provide us with your **express consent** and **agreement** that we may collect, obtain, receive, record, organise, collate, store, update, change, retrieve, read, process, consult, use and share your personal information in the manner set out in this privacy policy. In consenting, you accept that you are giving up certain parts of your right to privacy. Your acceptance of this policy then becomes our agreement with you.
- 12 If you do not agree with this privacy policy or are concerned about any aspect as it relates to your personal information, please do not continue to use our platform or service.

- 13 While using the site, we may ask you to provide us with certain personally identifiable information that can be used to contact or identify you. Personally identifiable information may include, but is not limited to your first and last names, landline and cellphone telephone numbers, physical address and email address ("Personal Information"). Other information such as business sector, company name, website URL and images, such as logo, may be collected at the discretion of the user.
- 14 We may also ask you for additional information, classified as "Special Personal Information", which may include population group and gender. The provision of the Special Personal Information is optional and not mandatory to use the platform. We may use this for internal analysis purposes, with a view to optimising the service offering.
- 15 We may use your Personal Information to contact you via email and/or SMS with newsletters, marketing and / or promotional materials and other information, and your acceptance hereof authorises us to do so. Notifications via the platform, so called "push notifications" may also be used to provide information to you.
- 16 Like many site operators, we collect information that your browser sends whenever you visit our Site ("Log Data").
- 16.1 This Log Data may include information such as your computer's Internet Protocol ("IP") address, browser type, browser version, the pages of our Site that you visit, the time and date of your visit, the time spent on those pages and other statistics.
- 16.2 When accessing Jump over a mobile phone, additional information may be collected including but not limited to the type of mobile device used, the mobile device unique ID, the IP address of the mobile device, the mobile operating system, the type of mobile Internet browser used, unique device identifiers and other diagnostic data. Your location may be collected at the time of creating your user profile.
- 16.3 In addition, we may use third party services, such as Google Analytics, that collect, monitor and analyse this data. This data may be provided to

trusted Third Parties for the purposes of understanding and enhancing the entrepreneur and small business support and related activities.

- 16.4 Like many sites, we use "cookies" to collect information. Cookies are files with small amount of data, which may include an anonymous unique identifier. Cookies are sent to your browser from a web site and stored on your computer's hard drive. You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of Jump.
- 16.5 We also use social media platforms such as Facebook, Twitter and LinkedIn. You do not have to provide us with any personal information when communicating with us on our social media accounts, but if you do so, we may store and use that information to respond to you or otherwise deal with your communication. When you communicate with us using our social media accounts, please remember that each social media platform may collect your personal information for its own purposes, including tracking your use of our website on the pages on which links to the social media platform are displayed. If you are logged in to a social media platform while you visit our website or our social media accounts, the social media platform's tracking will be associated with your profile with that social media platform. Social media platforms are beyond our control. They have their own independent privacy policies which you can find on their websites.

- 17 The security of your Personal Information is important to us, but it must be recognised that no method of transmission over the Internet, or method of electronic storage, is completely secure. While we strive to use commercially acceptable means to protect your Personal Information and Special Personal Information, we cannot guarantee its absolute security. We have implemented reasonable security safeguards to protect the personal information that you provide. Even though all reasonable steps will be taken to protect the information provided under this agreement, from theft, misuse or disclosure to third parties, you the user, acknowledge that you know and accept that technology is not absolutely secure and that there is a risk that your personal information may not be secure when processed by means of technology. Despite this knowledge, you indemnify the WCG and its agents from any claim for loss or damages of any kind

in the event of such theft, misuse or disclosure. You therefore agree that you will not be able to take action against us if you suffer loss or damages in the aforementioned circumstances.

- 18 The services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13 years of age. In the case where we discover that a child under 13 has provided us with personal information, we immediately delete this from our servers. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us so that we will be able to do necessary actions. If you are under the age of 18, please do not provide us with your personal information unless and until you have obtained the consent of your parent or guardian.
- 19 You, the user, have the right to unsubscribe from the service at any stage. This can be executed through the 'Delete Profile' option available on the service (under the Profile function). Alternatively, you may contact us to request this to be performed on your behalf.
- 20 All data related to you, the user and your use of the service is protected. Should there be any change in service including the ownership of the Jump platform, you will be notified and given the option to delete your profile.
- 21 The service by nature and design includes links to other websites that are not operated by us. You will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site visited and to determine your privacy settings in accordance with your personal preferences. We are not responsible for nor can we control the privacy practices of a third-party site to which there may be a link on the website. We are not liable if you suffer losses or damages when visiting third party websites by following a link to that website from our Website. You accept that there may be risks when you use such third party websites, and you do so at your own risk.

22 This Privacy Policy is effective as date at the top of this Privacy Policy and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page ([https://info.bizjump.co.za/?page\\_id=3](https://info.bizjump.co.za/?page_id=3))

23 We reserve the right to update or change our Privacy Policy at any time and you should check this Privacy Policy periodically. Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

24 If we make any material changes to this Privacy Policy, we will notify you either through the email address you have provided us, and/or by placing a prominent notice on our website.

25 If you have any questions about these Terms & Conditions and Privacy Policy, please contact us at [support@bizjump.co.za](mailto:support@bizjump.co.za)

26 If you feel that we have processed your personal information unlawfully, you may complain to the Information Regulator, who can be contacted at:

Physical address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

Postal address: PO Box 31533, Braamfontein, Johannesburg, 2017

Email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)