

Privacy Policy

Definitions and Recordal

Users of the RMS Assist application have access to this application either by way of its contractual relationship with Route Management Services ("RMS") [as a result of the Services Agreement concluded with RMS], or by way of duly authorised access provided by such Client with whom RMS has a legally binding Services Agreement. As such, the terms and conditions that govern the purpose and use of the RMS Assist Application, are similar to the terms contained in the Services Agreement between the Client and RMS. Insofar as there may be a discrepancy between the interpretation of the contents of this policy and the contents of the Services Agreement, the contents and interpretation as set out in the Services Agreement shall prevail.

References to 'user/s' in this document shall mean the relevant Client with whom RMS has concluded a Services Agreement, alternatively any third party who has been given access to the Services and /or the RMS Assist application on instruction / authorisation of such Client. Such third party/ies shall be deemed to have been duly authorised by and have obtained the relevant access codes from the Client.

All the words and phrases that starts with capital letters and that are not otherwise defined in this privacy policy, shall bear the same meaning as how it has been defined in the applicable Services Agreement between RMS and the user.

Purpose of this policy

This policy describes the information that RMS requires and the processes to support the RMS Assist application, for purposes of rendering the Services.

This page is used to inform users regarding the policies of RMS in respect of the collection, use, and disclosure of imagery and other data obtained by RMS by way of its Equipment and the personal information as defined in the Protection of Personal Information Act No 4 of 2013 ("the Information") that apply to the RMS Assist Application for purposes of rendering the Services.

This RMS Assist Application is provided by RMS at no cost and is intended for use as is.

Users that choose to make use of the RMS Assist Application agree to the collection and use of the Information in relation to this policy. The Information collected by RMS is used for providing and improving its Services and will not be used or shared with third parties except as described herein.

Information Collection and Use

RMS collects the content, communications and other information provided by the user when using the Services via the RMS Assist Application only to the extent that the RMS systems automatically process content and communications provided by the user to analyse context for purposes of rendering the Services.

In order to render the Services, RMS may require the user to provide certain personally identifiable Information which Information, will be retained and used as described in this privacy policy.

RMS collects information such as GPS locations, images, snapshots, the time and date on which such information is uploaded, imported or synced. Without detracting from the generality of the Services, the Information is used by RMS to assist with installation of its Equipment and Devices, to take or share snapshots of vehicles, calls from drivers and to provide overall roadside assistance. RMS also uses the Information to respond to the Client/user when and if necessary, depending on the Information obtained from the user via the RMS Assist App.

For purposes of collecting the Information and rendering the Services, RMS may require the user to give access to, *inter alia*, the following on the user's device: Audio; Camera; Calendar; Clock; Contact information; Dialler and dial pad; Gallery; Location services; and Speaker. Should the user refuse

access to the aforesaid, the user shall not be able to utilise the RMS Assist Application for its intended use and will not have access to all of the RMS Assist Application's functions.

RMS may share the Information in certain duly specified instances, as outlined in the Services Agreement.

The RMS Assist application does use third party services that may collect information used to identify the user.

A link to the privacy policy of a third-party service provider that may be used by the RMS Assist Application is:

- [Google Play Services](#)
- [Apple App Store](#)

Log Data

In cases of an error in the RMS Assist Application, RMS will collect data and information (through third party products) on the user's mobile device called Log Data. This Log Data may include information such as the device's Internet Protocol ("IP") address, device name, operating system version, the configuration of the app when utilizing the Services, the time and date on which the user have used the RMS Assist Application and other statistics.

Cookies

Cookies are files with a small amount of data that are commonly used as anonymous unique identifiers. These are sent to a user's browser from the websites that have been visited and are stored on the device's internal memory.

The RMS Assist Application does not use these "cookies" explicitly. However, the RMS Assist Application may from time to time in future make use of third party codes and libraries that use "cookies" to collect information to improve the Services. In such instances, users will have the option to either accept or refuse these cookies and know when a cookie is being sent to their device. In the event that a user elects to refuse RMS's cookies, the user may be unable to access certain Services via the RMS Assist Application.

Service Providers

RMS may employ third-party companies and individuals to assist with the facilitation or analysing of the Information. Insofar as such third parties may have access to the Information, users are herewith informed thereof. Such third parties are obligated not to disclose or use the Information for any other purpose other than assisting RMS or providing the Services.

Security and Indemnification

RMS will use commercially acceptable means of protecting the Information. The user herewith acknowledges that no method of transmission data via the internet or any other method of electronic storage can be secured absolutely. Accordingly, the user herewith indemnifies RMS against any claim for damages that may be instituted against RMS as a result of the Information not being used for its intended purpose, i.e. providing the Services. The Client herewith also indemnifies RMS against any loss or damage that may result from any unauthorised access to the RMS Assist Application, which authorisation is within the Client's absolute control, specifically which users will have access to the RMS Assist Application by way of the Client's access details/codes.

Links to Other Sites

The RMS Assist Application may contain links to other third-party websites. Users that click on such a third-party link will be directed to that website, which websites are external websites that are not operated by RMS. Users are therefore strongly advised to review the privacy policy of such third-party

websites, as RMS has no control over and accept no responsibility in respect of the content, privacy policies or practices of any such third-party websites or services.

Changes to this privacy policy

This privacy policy may be updated from time to time and changes to this policy become effective once it has been posted on this page. Users are therefore advised to review this page periodically to familiarise themselves with any changes to RMS's aforesaid privacy policy.

Contact Us

Should there be any questions regarding this privacy policy, RMS can be contacted at its contact details as set out on its website.