

CW PHYSIO'S PRIVACY POLICY

BY ACCESSING AND USING THIS WEBSITE OR OUR SERVICES, THE USER IS PROVIDING THEIR EXPRESS AND VOLUNTARY CONSENT TO THE PROCESSING OF THEIR PERSONAL INFORMATION BY CW PHYSIOS ("**CWP**") ON THE BASIS SET OUT IN THIS PRIVACY NOTICE. IF THE USER DOES NOT CONSENT, THE USER MUST IMMEDIATELY STOP ACCESSING AND/OR USING OUR SERVICES.

1. INTRODUCTION

- 1.1 **CWP** collects, processes and, in some circumstances, shares the personal information and other confidential information of individuals with their respective named healthcare providers, appointed medical aid and contracted **CWP** Staff, on this website and in/during the provision of services to our patients. The nature and amount of the personal information which we process depends on each individual patient.
- 1.2 **CWP** respects the rights of Users whose personal information is collected, processed and used by it, including their right to protection against the unlawful collection, retention, sharing and use of such personal information.
- 1.3 The purpose of this Privacy Policy is to provide Users with information about the information processing activities of **CWP** and the manner in which their rights are protected.
- 1.4 This Privacy Policy shall serve as a blanket notification to Users about **CWP's** processing activities which will remain valid for as long as one is using the services of **CWP**, including the browsing of our website/social media and the medicolegal duration required to retain medical records. Users will not be notified separately on each occasion that **CWP** processes the same personal information in the same way over the period.
- 1.5 **CWP** may amend the provisions of this Privacy Policy to comply with any changes in the law, and/or pursuant to any changes to its information processing activities or privacy practices. Such amendments will be published on the website and will become operable from the date of such publication.
- 1.6 This Privacy Policy, and the interpretation and enforcement thereof, will be governed by the laws of the Republic of South Africa.
- 1.7 The provisions of this Privacy Policy is, as far as possible, to be incorporated into any agreement between **CWP** and Users.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Privacy Policy, the following words bear the following meanings:

2.1.1 "**Consent**" means any voluntary, specific and informed expression of will in terms of which permission is given by or on behalf of a User for the processing of their personal information;

2.1.2 "**direct marketing**" means to approach a data subject, either in person or by mail or electronic communication, for the direct or indirect purpose of promoting or offering to supply any goods or services to the data subject;

2.1.3 "**information officer**" means the person responsible for enforcing compliance of the POPI act in the workplace. At CW physios our information officer is Dominique O'Donnell (admin@cwphysios.co.za)

2.1.4 "**operator**" means an outside third party who processes personal information for or on behalf of CWP in terms of a contract or mandate;

2.1.5 "**personal information**" means any information linked to a User or information that can identify a User, including but not limited to:

2.1.5.1 information relating to a User's gender, nationality, ethnic or social origin age, language;

2.1.5.2 a User's e-mail address, physical address, telephone number, location information or online identifier;

2.1.5.3 a User's financial information including banking details and invoice information;

2.1.5.4 a User's personal opinions, views or preferences;

2.1.5.5 correspondence sent by a User which is of a private or confidential nature;

2.1.5.6 the User's special personal information; and

2.1.5.7 the User's name if it appears with other personal information relating to that User, or if the disclosure of their name on its own would reveal further personal information about that User;

2.1.6 "**POPIA**" means the Protection of Personal Information Act of 2013, including any regulations or codes of conduct promulgated under it;

2.1.7 "**PAIA**" means the Promotion of Access to Information Act 2 of 2000;

2.1.8 "**Process or processing**" means, in relation to personal information, any operation or activity or any set of operations, whether or not by automatic means, including:

2.1.8.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use of that information;

2.1.8.2 dissemination by means of transmission, distribution or making available in any other form; or

2.1.8.3 merging, linking, as well as restriction, degradation, erasure or destruction of that information;

2.1.9 "**Special personal information**" means any information relating to a User's religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life, criminal behaviour or biometric information linked to a User or or biometrical information that can identify a User, including without limitation a photographic image of the User;

2.1.10 "**Services**" means the treatment or any other services provided to any User by **CWP**;

2.1.11 "**User**" means an individual or patient, visitor, existing client or user of this website, or any of the content or services offered or associated with this website and/or **CWP**; and

2.1.12 "**The website**" means the website or any part thereof which is accessible from **CWP**.

2.2 Any reference in this Privacy Policy to:

2.2.1 the singular includes the plural and vice versa;

2.2.2 any one gender includes the other genders, as the case may be;

2.2.3 an act, regulation or other law is to the version of that law in force at the effective date of this Policy and includes any amendment or re-enactment made to that law after the effective date of this Policy.

2.4 The word "include" means "include without limitation". Use of the word "include" or "in particular" is for illustration or emphasis only and where followed by specific examples must not be interpreted as limiting the meaning of the general wording preceding it.

3. RESPONSIBLE PARTY

3.1 **CWP** will be the party who will be collecting and processing a User's personal information and as such is designated as the "responsible party" for the purposes of this Policy.

3.2 **CWP's** contact details are as follows:

3.2.1 Email address: admin@cwphysios.co.za

3.2.2 Website address: www.cwphysios.co.za

3.3 **CWP** may instruct third party operators from time to time to undertake certain processing activities relating to the User's personal information.

4. WHAT PERSONAL INFORMATION IS COLLECTED

4.1 **CWP** may collect the following personal information from the User:

4.1.1 Initials, first name, surname;

4.1.2 Date of birth;

4.1.3 Email address;

4.1.4 Age and language preference;

4.1.5 Gender,

4.1.6 Cell phone number;

- 4.1.7 Identity or passport number, and
- 4.1.8 Certain special personal information, as contemplated in section 26 of POPIA including health information
- 4.1.9 Medical Aid Details
- 4.1.10 Next of Kin/ Person responsible for account

4.2 The supply of personal information by the User to **CWP** is voluntary and not mandatory. However, if the User refuses to supply any personal information, certain consequences may naturally flow from such a refusal, such as preventing **CWP** from concluding or performing any contract with the User, or preventing **CWP** from providing a treatment/service.

5. PURPOSE/S FOR COLLECTION AND PROCESSING OF PERSONAL INFORMATION

5.1 **CWP** shall only collect a User's personal information for a specific, explicitly defined and lawful purpose relating primarily to the delivery of physiotherapy services or other activities related to **CWP's** business.

5.2 Such purposes may include the following:

- 5.2.1 to process a user's personal information in order to provide online services, which includes, but are not limited to, processing accounts, motivation letters, applying for pmb's, doctors feedback letters, for the purposes of evaluating and processing the user's request, to ensure that the most suitable services and/or rates are provided;
- 5.2.2 to enter into a contract with a user and/or to enable a partner to contact the user and enter into a contract with the user;
- 5.2.3 to perform any obligations under a contract with a user;
- 5.2.4 in connection with the assessment and treatment within the scope of physiotherapy;
- 5.2.5 in order to comply with a legal obligation and/or regulatory requirement
- 5.2.6 to protect a legitimate interest of a user (unless the user has specifically objected in writing to all or some of the processing activities on reasonable grounds);
- 5.2.7 to pursue its own legitimate interests or the legitimate interests of a third party who it is sharing the information with (unless the user has specifically objected in writing to all or some of the processing activities on reasonable grounds);
- 5.2.8 to process personal information for direct or personalised marketing purposes.
- 5.2.9 to customise and display content including, but not limited to products, articles, medical records, medical details, motivational letters and advertisement to the user in a way that **cwp** feels may interest the user or be most beneficial to them;

5.2.10 to send content including, but not limited to products, articles, listings, invoices, medical aid correspondence and advertisement content to the User via email or other electronic media, where the User has consented to be contacted by **CWP** or their agent with such content;

5.2.11 to enable the User to voluntarily participate in interactive features on the website; and

5.2.12 to notify the User about changes to the website or services.

5.3 If **CWP** intends to process a User's personal information for any other purpose not listed in clause 5.2 or which is otherwise not automatically permitted by law, it shall ensure that it obtains the User's express consent to do so.

5.4 **CWP** will not sell a User's personal information to any third party without the prior written consent of the User.

6. COLLECTION DIRECTLY FROM USER

6.1 As far as possible, **CWP** shall always collect personal information about a User directly from the User, except in the following circumstances:

6.1.1 where personal information is collected from a public record, or from another source if the information has already been made public by the User;

6.1.2 where the User has given their written consent to **CWP** to collect their information from another source;

6.1.3 where the collection of a User's personal information from another source will not **prejudice** any of the User's legitimate interests;

6.1.4 where the collection of personal information from another source is necessary to maintain **CWP's** legitimate interests or those of any third party it intends sharing the information with;

6.1.6 where the collection of personal information directly from the User is not reasonably practicable in the circumstances.

6.2 If **CWP** collects personal information from a source other than the User, it shall record in writing the details of that source, including the full names and contact details of that source where applicable.

6.4 Personal information may be collected from or supplied by the User in any of the following ways:

6.4.1 when subscribing to a service;

6.4.2 when requesting further services or information from **CWP**;

6.4.3 when contacting **CWP** to report a problem with the website or the services or for any other reason; and/or

6.4.4 when completing any forms on the website or the websites of the third parties appointed to process such information,

6.5 The User may visit the website without providing any personal information. However, the website's servers may still collect technical information regarding the use of the website, which is aggregated for analytical purposes, technical maintenance and for improving the content offered on the website. Such information may include details of the User's visit, information about the User's computer, including IP (Internet Protocol) address, operating system and browser type, the Users location, and usage information. An individual User will not be identified from or by this information and **CWP** is entitled to copy, distribute or otherwise use such information without limitation.

8. GENERAL CONDITIONS FOR PROCESSING PERSONAL INFORMATION

8.1 **CWP** shall comply with all laws, contracts or regulations when it processes a User's personal information.

8.2 **CWP** shall act fairly and lawfully when processing a User's personal information. This means that it will collect and process a User's personal information in a way that the User can reasonably expect and in a way that is fair.

8.3 **CWP** shall respect the User's right to privacy at all times. If there is another way in which it can achieve the same goal without posing any risk of harm to the privacy rights of the User, then it will choose that option.

8.4 Similarly, if **CWP** needs to process personal information but there are less privacy-invasive methods of collecting, using and sharing that information, then it will use those methods.

8.5 **CWP** shall ensure that the personal information that is collected and processed is and remains relevant to the identified purpose/s for such processing, and that such information is and remains adequate, but not excessive, for achieving the identified purpose/s.

8.6 If there are any alternative ways to achieve the identified purpose/s without processing personal information shall not process that personal information.

8.7 **CWP** shall ensure that the processing activities it chooses to apply are proportionate to achieving the identified purpose/s and that no less privacy invasive measures are available to achieve the same purpose/s.

8.8 **CWP** shall ensure that, regardless of the stated purpose/s for processing personal information, the rights and interests of Users will not be unnecessarily prejudiced or infringed, unless it cannot be avoided, and then in such cases, it shall ensure that its own rights and/or interests justify such prejudice or infringement taking place.

8.9 Once **CWP** has achieved the purpose for the collection of the User's personal information, it will destroy or delete such information and stop using **same**, unless

the User has directed otherwise in writing, or **CWP** is required by law to retain the information for a longer period of time.

DISCLOSURE AND SHARING OF PERSONAL INFORMATION

- 9.1 **CWP** undertakes to use your personal information only for the purpose for which the information is essential and not to share or further process your personal information without your consent.
- 9.2 Please note that in certain circumstances and in the course of providing any content or services (including on this website), or for the purposes of concluding or performing any other services or transactions with a User, **CWP** may share certain personal information with its affiliates or third parties as may be required to fulfil the services from time to time, however when we are required to do so, we will share only what is needed for those purposes.
- 9.3 **CWP** may, in the course of providing any content or services on this website, or for the purposes of concluding or performing any other services or transaction with a User, share certain personal information with third party operators who perform certain processing activities on behalf of **CWP**.
- 9.4 Other than as stated above, **CWP** shall not share a Users personal information with any third parties unless it has the User's express consent to do so.

USER'S RIGHTS IN RELATION TO THE PROCESSING OF THEIR PERSONAL INFORMATION

10.1 Users shall have the following rights in relation to the processing of their personal information:

10.1.1 to access and correct any personal information held by **CWP** about them;

10.1.2 to object to the processing of their information; and

10.1.3 to lodge a complaint with the Information Regulator.

10.2 Users may make a request in terms of clause 10.1.1 by sending an email to the information officer (admin@cwphysios.co.za).

FURTHER PROCESSING

11.1 **CWP** shall not process a Users personal information for any purpose not previously specified, except in the following circumstances:

11.1.1 where the User has consented to such further processing;

11.1.2 where the further processing is necessary for the exercise of any contractual rights or the fulfillment of any obligations between **CWP** and the User;

11.1.3 where the further processing activities are linked to or compatible with the original purpose;

11.1.7 where the further processing is necessary to prevent or mitigate a serious and imminent threat to the life or health of the User or another individual; and/or

11.1.8 where the further processing is necessary for historical, statistical or research purposes.

11.2 **CWP** shall ensure that if it intends processing personal information for other purposes not previously specified, it shall notify the User of such further purposes and the possible consequences of the intended further processing for the User

ACCURACY, CORRECTNESS AND COMPLETENESS OF PERSONAL INFORMATION

12.1 **CWP** shall take reasonably practicable steps to ensure that the personal information kept by it about Users is complete, accurate, not misleading and is updated when necessary.

12.2 However, if a User is aware of any personal information in **CWP's** custody that is incorrect, inaccurate or which needs to be updated, the User must make a written request to **CWP's** information officer (admin@cwphysios.co.za).

12.3 If a User has contested the accuracy of any personal information being used by **CWP**, it shall stop using that information, without undue delay, until its accuracy has been verified.

12.4 **CWP** reserves its right to only adhere to a request from a User in terms of clause 12.2 if the correction or updating of that information will result in the personal information being correct and accurate.

SECURITY SAFEGUARDS

13.1 **CWP** is committed to protecting the personal information in its custody against any loss of, damage to or unauthorised destruction of that information, and to prevent any unauthorised parties from accessing that information.

13.2 **CWP** takes steps to continually identify and document any risks to the personal information it has in its possession or under its control and that appropriate security safeguards are in place against those risks.

13.3 **CWP** shall ensure that in any contracts entered into with third party operators who process personal information on **CWP's** behalf, include the following obligations:

13.3.1 the operator shall not process any personal information without **CWP's** knowledge and authority;

13.3.2 the operator shall treat all personal information given to it as confidential and shall not disclose it to any unauthorised third parties;

13.3.3 the operator shall establish and maintain adequate security measures which are the same or offer similar protection over the personal information as that employed by **CWP**,

13.3.4 the operator shall notify **CWP** immediately where there are reasonable grounds to believe that any personal information has been leaked to or accessed by any unauthorised person;

13.4 **CWP** shall ensure that all personal information on its systems is properly backed-up and that back-up copies are stored separately from the live files.

NOTIFICATION OF BREACH OF SECURITY

14.1 If personal information about a User is inadvertently leaked or **CWP's** security has been unlawfully breached by any unauthorised party, **CWP** shall:

14.1.1 identify the relevant Users who may be affected by the security breach as soon as reasonably possible, and shall contact them at their last known email address or contact details or by the quickest means possible; and

14.1.2 notify the Information Regulator as soon as reasonably possible.

14.2 **CWP** shall provide sufficient information to the User to allow him or her to take the necessary protective measures against the potential consequences of the compromise, or shall advise Users of the steps to be taken by them and the possible consequences that may ensue from the breach for them.

CHILDREN'S PERSONAL INFORMATION

CWP shall not process any personal information relating to a person under the age of 18 years unless it has obtained consent from that person's parent or legal guardian. If our website is being accessed by the parent or guardian of a child under the age of 18 years, and personal information pertaining to that child is being provided by the parent or guardian, then they hereby expressly consent to **CWP** processing such information according to the further provisions of this Privacy Policy.

RETENTION OF INFORMATION

20.1 **CWP** will keep a record of any personal information collected for no longer than is necessary to achieve the specific purpose for which it collected such information in the first place unless:

20.1.1 It is required by law to keep a record of such information for a longer period of time; or

20.1.2 It needs to keep a record of such information for another lawful purpose; or

20.1.3 It has a contractual obligation to keep a record of such information; or

20.1.4 The User has consented to their information being kept for a longer period.

21. RETURNING, DESTROYING OR DELETING PERSONAL INFORMATION

Where **CWP** is no longer authorised to retain a record of any personal information, it shall either:

21.1 ensure that the information is permanently destroyed or deleted as soon as reasonably practicable; or

21.2 return the information to the User or transfer it to a third party, if requested by the User in writing to do so.

22. CONSENT

22.1 The User hereby consents to the processing of their personal information in terms of the provisions of this Privacy Policy.

22.2 The User acknowledges and agrees that such consent has been given voluntarily after the User has read and understood the provisions of this Privacy Policy, in particular, regarding the following:

22.2.1 the types of personal information to be processed, including specifically special personal information;

22.2.2 the specific processing activities to be undertaken;

22.2.3 the specific purpose/s for such processing; and

22.2.4 the possible consequences for the User that may arise from such processing.

22.3 Should a User wish to withdraw any consent previously given by the User, they must notify CWP's information officer (admin@cwphysios.co.za)

23. LODGING AN OBJECTION

23.1 A User may, on reasonable grounds, object to the processing of their personal information at any time after that processing has started.

23.2 If a User wishes to object to the processing of their personal information, they must send written notice of their objection to **CWP's** information officer (admin@cwphysios.co.za), together with their reasons for doing so.

24. CHOICE OF LAW

This Privacy Policy shall be governed and interpreted in accordance with the laws of the Republic of South Africa.

25. AMENDMENT OF THIS PRIVACY POLICY

25.1 **CWP** reserves the right to change, update, add, remove and/or amend any of the provisions of this Privacy Policy from time to time. Such changes, updates, additions, removals or amendments will become effective from the date of their publication on this website.

25.2 It is the User's obligation to periodically check the provisions of this Privacy Policy for any such changes, updates, additions, removals or amendments.

25.3 The User's continued use of this website following any changes, updates, additions, removals or amendments to this Privacy Policy will be considered notice of the User's acceptance to abide by and be bound by this Privacy Policy, as amended.

Date of last update: 26 July 2021.