



(“BM Power”)

## E-COMMERCE TERMS AND CONDITIONS OF SALE AND USE

“**Account**” means the profile associated with your email address you create when you register on the Site and complete the BM Power Application for Trading Account.

“**Guest**” means a person who does not create an Account but enters their personal information each time for the purpose of browsing the Site or making a once off purchase.

“**BM Power/ Our/ We**” means the person as identified in the cover sheet.

“**Data Protection Laws**” means the Protection of Personal Information Act 4 of 2013.

“**Hire Note**” means the rental hire agreement issued by BM Power to the User on the date the User receives the Equipment Hired from BM Power.

“**Order**”, means the instruction placed by a User on the Site for BM Power to supply the Equipment.

“**Personal Information**”, means any personal details which the User provides in any way through the use of this Site, in any form whatsoever, which includes but is not limited to its names, postal and physical addresses, contact numbers, e-mail address, IP address, personal opinions and name of the User’s employer and any other type of personal information as defined in the respective Data Protection Laws, each of which forms a separate data tag of information on the Site.

“**Equipment**”, means all equipment, parts, consumables or accessories of whatsoever nature which may be hired or sold by BM Power, and will also include any services which may be rendered by BM Power, to the User, as amended from time to time.

“**User/s**”/ “**You**”, means the person who elects to insert their Personal Information on the Site as a Guest or to register an Account, which information is to be processed and which Terms and Conditions apply to the User, as the context indicates.

“**Site**”, refers to [www.bmpower.co.za](http://www.bmpower.co.za), an e-commerce site accessible via the internet network.

The terms of our Privacy Policy, Return Policy and Delivery Policy (“Annexures”) must be read in conjunction and shall form part of these Terms and Conditions.

**Prior to submitting an Order by clicking the “Pay or Submit Order” icon on the payment method page, please save or print a copy of these Terms and Conditions to keep on file for future reference regarding the Order You are submitting.**



**Please understand that if you do not accept these Terms and Conditions, you will not be able to Order any Equipment from this Site.**

## **1. REGISTRATION, SCOPE AND ACCEPTANCE OF GENERAL TERMS AND CONDITIONS OF SALE**

The User may register an Account to access the Site with the understanding that the User may decline the registration of an Account and use the Site as a Guest.

The Site enables BM Power to offer the Equipment for hire to the User browsing the Site. In accordance with these Terms and Conditions, it is agreed that the User and BM Power shall be jointly referred to as the “Parties”, and individually as a “Party”.

By making use of this Site and the Equipment offered herein, the User hereby acknowledges that it has read, understood and agrees to be bound by these Terms and Conditions.

Any Order of Equipment offered on the Site implies the understanding and the express acceptance of these Terms and Conditions.

It is stipulated that the User may make a backup copy or print these Terms and Conditions, provided that it is not modified.

These Terms and Conditions come into effect as from 1 January 2021. BM Power reserves the right to change these Terms and Conditions without notice and at any time. The Terms and Conditions which were applicable when you made your Order, will apply to your Order.

These Terms and Conditions and any of its Annexures shall apply to the exclusion of any other document.

## **2. EQUIPMENT RENTED ON THE SITE**

A User is unable to access another User’s Account. All the offers of the Equipment proposed on the Site are limited to [www.bmpower.co.za](http://www.bmpower.co.za). Prior to placing an Order, the User may check the main features of any Equipment the User intends to order, by consulting the Site.

Purchase offers, including special promotions, are valid for as long as they are displayed on the Site.

## **3. PRICES OF EQUIPMENT FOR HIRE ON THE SITE**

The prices shown on this Site are in South African Rands for South African stores or local currency for other regions and if applicable, subject to Value Added Tax, at the rate in force on the day of the Order and any change in the applicable rate will be automatically reflected in the price of the Equipment rented by BM Power on its Site and the Equipment will be invoiced at the price in force when the Order is submitted.



BM Power reserves the right to increase the hire charge in respect of any equipment which is out on hire at the time of BM Power's general price increase but, in this case, BM Power will give the User sufficient written notice of such increase to allow the User to cancel the hire and return the equipment before the increase takes effect.

The price includes delivery charges, which will be shown as a separate line item on the User's invoice, subject to the delivery address being within 30km of a metropolitan city. Should the delivery address be outside this radius, a special delivery fee will be invoiced in addition to the price of the Equipment, according to the total amount of the order. Delivery charges will be shown to you before you are asked to confirm the Order.

#### **4. ORDERS**

All Orders imply full and unreserved acceptance of these Terms and Conditions. You accept that BM Power order registration systems are proof of the nature of the agreement and its date thereof.

When the Order is confirmed by clicking on the "Pay, Proceed to checkout or Complete my order" icon, you as the customer declare that you have accepted the Order, together with these Terms and Conditions. A summary and acknowledgment of the Order will be sent to the User via the User's email address provided when registering an Account and can be printed, at the User's own cost.

Our acknowledgement of your Order will specify the exact amount invoiced, details of delivery and implies our acceptance of your Order as well as confirms the transaction, subject to Order payment.

In the event of one or more of the Equipment hired being unavailable once the order has been placed, you will be notified by e-mail. The amount of the Order will be recalculated and you will only be debited for that Equipment which is available for delivery, with the price of the unavailable Equipment not being included. If the entire order is unavailable, then you will be notified by e-mail and you will not be debited any amount for the transaction.

You may also cancel an Order placed on the Site by contacting our Customer Care Line on 0215112346 or email [bmpower@mweb.co.za](mailto:bmpower@mweb.co.za). If you have cancelled the Order in writing within 48 (forty-eight) hours from the date of the Order, BM Power shall refund you within 72 (seventy-two) hours of receiving such notice of cancellation. If, however, you inform Customer Service any time after 48 (forty-eight) hours and the Order has already been processed, you cannot cancel the Order. Should you still wish to cancel the Order, a cancellation fee, calculated on the first day's rental plus delivery charges will be applicable. In the event that you intend to return the Product after delivery, you are requested to follow the Returns Policy.

BM Power reserves the right to suspend or cancel any Order placed by you if a dispute exists regarding the payment of an order, or for any other legitimate reason, in particular related to the unusual nature of the order.



The User acknowledges that the Equipment is hired for a specific period only and that should the User fail to return the Equipment on the return date indicated on the Hire Note, or fail to notify BM Power of the User's intention to extend the period of hire of the Equipment, within a period 5 (five) days from the return date indicated on the Hire Note, it will be deemed that the User has no intention to return the Equipment and the Equipment hired will be deemed to be stolen where after, BM Power reserves the right to report, without any further notice, the theft of the Equipment to the South African Police Services.

## **5. PAYMENTS**

All Orders are payable in South African Rands or local currency for other regions and are inclusive of VAT. In order for you to pay for your order, you must use BM Power's operator Purple Owl / Softy Comp as the method of payment. In processing your payment of the order, you hereby consent for Purple Owl / Softy Comp to process your financial information in order to process payment of the order and you acknowledge that you cannot store the financial information on your Account and that we do not retain any of your financial information.

In the event of non-payment of any amount owed by you, or of any adverse payment circumstances, BM Power reserves the right to suspend or cancel any order and/or delivery, whatever the nature or state of progress in the order or delivery may be.

As part of the measures taken to prevent fraud over the internet, you consent to the information concerning your order being sent to any competent authority for verification.

To ensure secure credit card payment, you must enter the card security code of the bank card being used, into the payment portal of the Site. This information will be kept secure by Purple Owl / Softy Comp in terms of the Data Protection Laws.

BM Power will take the necessary precautions to ensure the financial information of its Users are secure and safe, however, BM Power cannot be held liable for the User providing incomplete or incorrect information.

No amount may be deducted from or set off against any invoices without BM Power's authorisation. Should any deduction be agreed to by BM Power, a credit note will be issued for such amount and will be proof that BM Power has agreed to same. In particular, the User may not deduct any amount due by reason of the fact that it contends it has a counter claim of any whatsoever against BM Power.

Unless the User's Application for a Trading Account has varied payment terms have been agreed to in writing by BM Power, a deposit based upon the value of the Equipment hired is payable by the User to BM Power at the same time of the Order. This deposit will be set off against any amounts due on the return of the Equipment hired. Where Equipment hired is hired for a period of in excess of 5 days, BM Power may require further deposits during this hire period.

On return of the Equipment hired, any shortfall for the hired Equipment is payable immediately against the invoice, unless specific payments terms have been agreed to in writing by BM Power.



Where specific payments terms have been agreed to in writing by BM Power in terms of the Application for Trading Account, payment is to be made by the User within a period of thirty (30) days from the date of statement. If the account reaches the maximum purchase limit granted by BM Power to the User, the Customer must immediately make a payment in order to reduce the outstanding balance to the purchase limit granted.

BM Power is entitled to charge interest at the maximum interest rate allowed in terms of the National Credit Act, 2005, or any other applicable legislation which may replace the relevant provisions of the National Credit Act, 2005, on any amount not paid on or before due date.

The balance reflected on any statement will be sufficient evidence of the amount due and owing for the purposes of legal proceedings against the User including the obtaining of judgment (summary or otherwise) and provisional sentence.

In the event of BM Power instructing attorneys to enforce any of its rights, the User agrees that the User will be liable for all legal costs on the scale between attorney and client, including collection commission, advocates fees, commission and disbursements.

## **6. ORDER DELIVERY, RISK AND USE**

As a service to its Users, BM Power offers a delivery service in respect of Equipment hired. BM Power is not in business of transporting goods and, whilst BM Power is committed to delivering the Equipment as soon as possible after such Equipment Hired has been requested, BM Power is not able to guarantee effective, timeous or proper delivery of any/or such Equipment. The User agrees that time will not be of the essence in respect of any Order and indemnifies BM Power and holds it harmless for any loss or damage suffered by the Customer or any third party as a result of non-delivery of the Equipment hired or part delivery thereof or delays in delivery for whatsoever reason.

The Equipment will be delivered by BM Power delivery service, to the address provided by you when placing your Order, whereafter the User will be required to sign the Hire Note.

Standard Orders will be delivered within 3 (three) days from the date on which BM Power receives the order, according to the pre-selected method of delivery and no later than 7 (seven) days as from reception of the order, subject to full payment of the purchase price.

BM Power in its sole discretion may suspend or terminate the rental of the Equipment provided on this Site, at any time whatsoever. Thereafter the full balance owing will immediately become due and payable and the User shall have no recourse in the event of suspension or termination.

It is specifically recorded that BM Power is an equipment rental business in which the Equipment is hired in accordance with the User's request. Any advice given by BM Power, irrespective of the nature thereof, cannot be regarded as expert advice and is given for general guidance purposes only. The User is responsible for ensuring that the Equipment hired is suitable for the purpose for which it is to be used and operated in accordance with the instructions for use. The User indemnifies BM Power



against and holds BM Power harmless from any loss or damage which may be caused to any property or person as a result of the used of the Equipment or the User's failure to use and operate the Equipment in accordance with such instructions.

The User must specifically ensure that air filters are not removed from Equipment. Only the specified fuel mixtures and additives may be used in the Equipment and oil and lubricant levels must be maintained at all times. If the incorrect fuel mixture or additives are used or if the oil and lubricant levels are not maintained, the User will be liable for any damage caused to the Equipment, and in consequence thereof BM Power will be entitled to claim for such damage from the User.

The Equipment predominantly comprises of moving parts and of its very nature may cause serious injury or death if not correctly used and operated. It is therefore imperative that the operation manual, specific instructions or guide as provided for by the manufacturer or BM Power be strictly followed and adhered to. It is duty of the User or its representative to ensure that he is in possession of the applicable instructions prior to leaving the premises and that these instructions are conveyed to the person operating the Equipment. The Customer indemnifies BM Power against any loss, or liability which BM Power may incur as a result of the User's breach of herein.

Risk in the Equipment will pass to the User when Equipment Hired leaves BM Power's premises or, if the Equipment is delivered by BM Power, to the address specified in the Hire Note. The person accepting delivery of the Equipment on behalf of the User, confirms that he has inspected the Equipment and acknowledges that it appears to be in good condition and working order. Signature by the User or by any representative or employee of the User of the BM Power's delivery note or Hire Note and / or invoice, will be regarded as acceptance by the User that the Equipment described in such delivery note or Hire Note and / or invoice has been delivered and is in good working order and is complete.

The Equipment will only be deemed to have been returned to BM Power when BM Power provides the User's representative with a document signed with the full signature of a representative of BM Power, which records the return of such Equipment (i.e the signed off Hire Note, tax invoice or similar document). The User undertakes to return the Equipment to BM Power's premises on the agreed return date as per the Hire Note. The Customer acknowledges that rental charges are calculated on a 24-hour cycle and unless the Equipment is returned by no later than the time at which it was hired out, the User will be liable for a further day's rental.

The User accepts full responsibility for any loss of or damage to the Equipment Hired from the delivery until returned to BM Power. The cost of repairing or reinstating the Equipment to its pre-delivery condition will be for the account of the User and will be payable by the User upon invoice by BM Power. The User will remain liable for the agreed hire rates until the cost of reinstatement has been paid in full.

It is the User's responsibility to procure at the User's cost, insurance for the Equipment at its replacement value during the hire period. The User will, at the request of BM Power, provide confirmation of such insurance from a reputable registered insurer.



## **7. CANCELLATION OF THE ORDER AND RETURNS**

You may cancel an Order placed on the Site by contacting our Customer Care Line or sending an email to BM Power within 24 (twenty four) hours. If you have cancelled the order in writing before the order has been processed or delivered, BM Power will provide you with a refund within 72 (seventy-two) hours of receipt and acceptance of the cancellation.

If, however you cancel the order in writing and the order has already been processed or delivered, you cannot cancel the order there and then. In this case, you must refuse acceptance of the order when it is delivered. On receipt of the refuted order, BM Power will inspect the Equipment and if the Equipment remains in their good condition and is not damaged, BM Power will provide you with a voucher on your Account within 72 (seventy-two) hours thereof, less one day's rental and the delivery costs incurred by BM Power.

In the event of a dispute with an Order or if you intend to return the order after delivery, you will be required to contact BM Power directly and log a dispute with same.

The reimbursement of your payment for the order will be made via the method of payment which you selected when exercising the right of withdrawal, no later than 7 (seven) days following the date on which the right was exercised and accepted by BM Power.

If the Equipment is damaged beyond repair or is stolen, lost or misplaced or not returned for any reason, the User will be liable to compensate BM Power at the full retail price for the cost of replacing such Equipment. The User will remain liable for the payment of the agreed hire rates until such time as the User has effected payment of the full retail price.

## **8. INSTRUCTIONS FOR RETURNING EQUIPMENT**

You may contact our Customer Care Line on 0215112346 or by e-mail [bmpower@mweb.co.za](mailto:bmpower@mweb.co.za) as regards to any claim.

Any risk related to the return of the Equipment is borne by the User.

## **9. RETENTION OF TITLE**

Ownership of the Equipment, or if purchased and not fully paid for, in terms of these terms and conditions will at all times remain vested in BM Power, or any cessionary to whom the BM Power cedes its rights to. The User undertakes at all material times to inform BM Power of the address at which the Equipment is to be used and stored and to inform the owner of such premises, that ownership of the Equipment vests in BM Power. The User undertakes to inform BM Power immediately in the event of any form of judicial attachment being exercise, or any attempt to exercise any form of judicial attachment, against the Equipment.

## **10. LIABILITY**





The User must use discretion before taking any action based on the information displayed on the Site. Information, ideas and opinions expressed on the Site should not be regarded as professional engineering or construction advice or the official opinion of BM Power and Users are encouraged to obtain advice from a professional before taking any course of action related to the information, ideas or opinions expressed on the Site.

The Site and all content on the Site are provided on an “as is” basis, and BM Power makes no representations or warranties of any kind, whether express or implied, to the accuracy of the contents on the Site. BM Power does not warrant and accepts no liability that the functions and services provided by the Site will be interrupted or error free, or that the Site is free from viruses or other harmful components or for any damage resulting from a fraudulent intrusion by a third party, causing any change to the information made available on the Site.

BM Power cannot be held liable for non-fulfilment of the Order due to stock shortages, especially where the product is unavailable due to a force majeure event including but not limited to health and safety protocols.

BM Power, including owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any direct or indirect damage, whatever the cause, origin, nature or consequences, including in particular any loss of profit, customers, data or any other loss of intangible goods that may occur as a result of the access by any person to the Site or the impossibility of accessing the Site.

The User hereby indemnifies BM Power and its owners, directors, employees, officials, suppliers, agents and/or representatives from and against any loss or damages suffered or liability incurred in respect of any third party, which arises from the User’s use of this Site.

BM Power does not make any warranties or representations that the Site shall be available at all times. Users acknowledge that the Site may be unavailable due to updates or other causes beyond the reasonable control of BM Power, including, but not limited to, virus infection, unauthorised access (hacking), power failure or other “acts of God.”

The User must take special note that BM Power reserves the right to hold a User liable for any losses suffered by BM Power to the cybercrime committed by the User on the Site.

## **11. INTELLECTUAL PROPERTY**

BM Power is the owner of this Site and the contents thereof and BM Power retains all intellectual property rights thereto, whether registered or not, including all current and future content on the online platform, which is not owned by a third party, and nothing on this Site should be construed as a right to use or license of any of the intellectual property.

In accordance with the Copyright Act 98 of 1978, as amended pertaining to ownership of literary and/or artistic rights, or other similar rights, this Site and all the elements, brands, drawings, models, photographs, texts, illustrations, logos, sequences whether animated or not and with or without sound, graphics, etc., to be found in this site, together with their compilation, are the exclusive property of BM





Power, as it does not grant any license or any entitlement other than that of browsing the Site. Any use during browsing of this Site, in whole or in part, of these elements is authorized exclusively for information purposes only for personal and private use. Any reproduction and any use thereof for other purposes being expressly prohibited.

Neither the Site (in whole or in part), nor its content or brands may be used, reproduced, duplicated, sold, resold, made accessible, modified or exploited in any other way, in whole or in part, for any purpose whatsoever, without prior, written authorisation from BM Power. Any other use will constitute an infringement.

The User's intellectual property relating to the images on the User's Account remain the property of the User, however, the User hereby grants BM Power permission to use the intellectual property for marketing purposes, with the understanding that the User may withdraw such permission in writing.

## **12. APPLICABLE LAW**

This Site is owned and operated within the Republic of South Africa. BM Power, as well as the User, hereby agree that these Terms and Conditions shall be governed and construed in accordance with the laws of the Republic of South Africa.

## **13. DATA PROCESSING**

You understand that your Personal Information, may be transferred unencrypted and involve (a) transmissions over various networks outside the Republic of South Africa; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

BM Power will only use the Personal Information as provided for in these terms and conditions, and shall only disclose the Personal Information to the entities that are related to Us and Our service providers, certain types of Personal Information captured by You, that are necessary for the Service to be rendered. The User hereby expressly consents, by its use of the Site herein, to the collection, use, processing, storage, transfer and sharing of its Personal Information to the entities that are related to BM Power, including but not limited to BM Power and its service providers, provided that such processing are in line with the Data Protection Laws.

We process Personal Information in line with POPIA in order to provide the Service; assess Our ability to meet Our obligation under these terms and conditions; share with Our service providers as may be required, to protect Our interests and You hereby authorise BM Power to process the aforesaid Personal Information.

You shall bear the responsibility of capturing the Personal Information and using such Personal Information to generate the Service thereof.

You have the right to access, change, correct and delete Personal Information concerning them by contacting BM Power via email. You are referred to BM Power' Privacy Policy for more detail



The User expressly consents to BM Power transferring the Personal Information outside the Republic of South Africa provided the country has similar or stricter Data Protection Laws or in the event that BM Power enters into third party operator agreement.



## **PRIVACY POLICY**

This Privacy Policy was updated on 01/01/2021.

### **1 - Introduction**

BM Power acknowledges the protection of the User's privacy and respects the legal provisions in force.

This privacy policy allows you to better understand the principles of data protection applied by BM Power. BM Power invites you to read it before submitting your Personal Information.

This Privacy Policy may be updated at any time by BM Power. The date of the most recent revision will appear on this page. BM Power suggests that you refer back to it on a regular basis.

Please note that ticking the box below, you authorise BM Power to collect, record, organize, store, use and/or transfer your Personal Information according to this Privacy Policy.

### **2 - When does BM Power collect your Personal Information?**

BM Power collects Personal Information from the User when You:

- visit Our Site;
- register on Our Site;
- subscribe to Our newsletters;
- place an Order;
- input financial information for purposes of processing payment for an Order;
- participate in special operations, in particular games, competitions, product tests, customers surveys or market researches;
- contact BM Power, in particular when You submit a request or a complaint or when You rate or review Our Equipment offered;
- give consent to a third party to send BM Power Personal Information about you.

### **3 - What Personal Information does BM Power collect about you?**

BM Power considers all information that could identify you directly or indirectly as Personal Information. BM Power may mainly collect the following Personal Information:

- information about your identity, in particular your gender, last name, first names, address, telephone number, email addresses, date of birth or age;
- financial information relating to the payment for orders;
- information about our commercial relationship, in particular transaction numbers, history of your purchases, your request or your communications with BM Power or third party, your preferences and interests;
- technical information, in particular your IP address or information about how your device navigates through our Site.



#### **4 - Why is your Personal Information collected?**

Personal information may be processed mainly for the following purposes:

- Site administration;
- Customer Relationship Management (CRM) (loyalty program, newsletters, promotions, product testing, surveys, etc.), the processing of which is made subject to your approval;
- Market analysis and timing (profiling on the basis of your purchasing behaviour, preferences and interests, analyses while navigating through the Site, statistics, reporting, etc.). This processing is made subject to your approval;
- When appropriate, for purposes of prevention and fraud detection;
- Managing your request (complaints, right to access, rectify, oppose and removal of Personal Information, etc.);

#### **5 – Does BM Power disclose your Personal Information?**

BM Power will never share your Personal Information with third parties for marketing purposes.

The Personal Information we are collecting about You are intended for BM Power and are likely to be communicated to a Third Party chosen for their expertise and reliability and acting on Our behalf and at Our direction (IT service providers, customer service, delivery, etc.).

BM Power authorises these third parties to use your Personal Information only to the extent necessary to perform services on our behalf or to comply with legal requirements and we strive to ensure that your Personal Information is always protected.

These third parties will be located in South Africa and if outside the aforementioned territory, such country shall comply with section 72 of POPIA to ensure that the Personal Information is afforded the same level of data protection as in South Africa. In such a case, we will ensure, if we have not already, to either:

- to obtain your unambiguous consent to share your Personal Information with these third parties;
- to enter into appropriate data transfer agreements conforming in full compliance with the Data Protection Laws.

Finally, we may also transmit your Personal Information to local authorities if required by the applicable Data Protection Laws or other legislation or as part of an investigation and in accordance with local regulations and BM Power shall endeavour to inform the User of such request.

#### **6 - How will BM Power protect the information about you?**

BM Power endeavours to take the appropriate technical and organisational measures, in relation to the nature of data and risks, to preserve the security and confidentiality of your Personal Information



and, in particular, to prevent it from being deformed, damaged or transmitted to any unauthorized parties.

This may include practices such as retaining your Personal Information on a secure server protected by a firewall, the transmission of sensitive information (such as medical information) using a secure encryption protocol (Protocol SSL), internal reviews of Our practices and privacy policies and implementation of physical security measures to protect against unauthorized access.

### **7 - What is the policy about minors?**

This Site is not aimed at minors.

BM Power does not knowingly collect nor process Personal Information from persons under the age of 18.

As soon as we acquire knowledge of the collection of Personal Information from any minors without prior authorisation from that minor's parent or legal guardian, we will take appropriate measures to delete all such Personal Information from our servers, alternatively request the consent of the minor's parent or legal guardian.

### **8 – What is the cookies policy of BM Power?**

BM Power makes use of cookies on the Site and shall provide the User with the option to accept or deny the cookies access to the Site.

Cookies of third-party providers and tracking: Facebook Pixel

Conversion tracking helps us measure the ROI of Facebook Ads by reporting on the actions people take after viewing those ads. We create pixels that track conversions, add them to the pages of our website where the conversions will happen and then track those conversions back to ads that we are running on Facebook.

No personal information is contained in or collected as a result of using these cookies or pixels. We use these cookies to serve you with advertisements that may be relevant to you and your interests.

To manage how your personal data is used on Facebook, visit [https://www.facebook.com/adpreferences/ad\\_settings/?entry\\_product=account\\_settings\\_menu](https://www.facebook.com/adpreferences/ad_settings/?entry_product=account_settings_menu).

To view Facebook's own Privacy Policy, visit <https://www.facebook.com/about/privacy/>.

### **9 - For how long is your Personal Information kept?**

BM Power strives to keep your Personal Information only for the time necessary for the purposes set out in this privacy policy and in accordance with the provisions in force. As a general rule:



- Your data will be kept for five years from the date of collection or after the last contact or the end of the commercial relationship, unless opposed by the User. At the end of this five-year period, we may make contact with you again in order to find out whether or not you wish to continue to receive marketing. If no clear positive answer is given by the User, your data will be deleted or archived in accordance with Data Protection Laws;
- Data to prove a right or a contract or if kept under compliance with a legal obligation can be archived in accordance with the provisions in force.

#### **10 - What are your rights regarding your Personal Information and how to contact us?**

If you consent and provide BM Power with your email address, phone number or mailing address, you may receive emails, calls or periodic messages from BM Power about our Equipment, services or upcoming events. You can unsubscribe at any time from our mailing lists by contacting BM Power at the address below or by following the link "unsubscribe" contained in each of our emails. You can also change your preferences at any time in your Account.

In accordance with the provisions in force, you have the right to access, rectify, limit, oppose and delete Personal Information about You. You can also withdraw your consent at any time.

You will be informed of the actions to be taken as soon as possible and in any case no later than one month after your request. However, we reserve the right not to respond to manifestly unfounded or excessive requests.

In accordance with the provisions in force, you can also file a complaint with the Information Regulator at email: [infoirsa@justice.gov.za](mailto:infoirsa@justice.gov.za) or lodge an appeal if your Personal Information is misused.

Please contact BM Power should you have any questions or comments in connection with this Privacy Policy.