

Drs. Dietrich, Voigt, Mia & Partners, Dietrich Voigt Mia (Pty) Limited, Dr. WJH Vermaak Inc. and Drs Shaw, Roux & Partners (Namibia) as part of the Pathcare Group ("PathCare Group", "us", "we") operate laboratory medicine practices and are committed to protecting your privacy and complying with applicable data protection and privacy laws. This Privacy Policy will inform you on how we process your Personal Information when you engage with us at our practices or through our website, social media sites, our other patient online services (i.e. App., WhatsApp Result and Account services) and other electronic communications ("Channels") and tell you about your privacy rights as Data Subject.

By submitting Personal Information to Us, it will be seen as your consent to us to process the Personal Information. Reference to "consent", "your consent" or "your explicit consent" shall include the ticking of a tick box, clicking on a "Submit", "Subscribe", "Accept" or "I agree" button or submitting the symbol/number as requested on Channels or your signature or the signature of your agent / authorised representative.

1. IMPORTANT INFORMATION AND WHO WE ARE

1.1 Responsible Party

- 1.1.1 Drs. Dietrich, Voigt, Mia & Partners, Dietrich, Voigt, Mia (Pty) Limited, Dr. WJH Vermaak Inc. and Drs Shaw, Roux & Partners are private bodies as defined in the Promotion of Access to Information Act (2 of 2000);
- 1.1.2 Any party of the Pathcare Group that alone or in conjunction with others, determines the purpose of and means for processing your Personal Information, is a Responsible Party;
- 1.1.3 We have appointed a Chief Information Officer (IO) and a Deputy Information Officer (DIO) who are responsible for overseeing questions in relation to this Privacy Policy. If you have any questions about this Privacy Policy, including any requests, please contact the CIO or DIO using the details set out below.

1.2 Governance and Oversight

- 1.2.1 **The PathCare Group has a Board of Governors that is responsible for oversight and governance. The Board of Governors is elected from partners in the practice as well as non-executive members with specialist skills including but not limited to law, human resources, accounting and information technology.**

1.3 Contact Details

- 1.3.1 Our Information Officer's contact details:
 - 3.1.1.1 **Chief Information Officer name:** Marike Ubbink, Deputy Information Officer name: Stephan Marais.
 - 3.1.1.2 **Email:** popi@pathcare.co.za.
 - 3.1.1.3 **Registered address:** PathCare Park, Neels Bothma Street, N1 City, Cape Town, Western Cape, South Africa.
- 1.3.2 You have the right to make a complaint at any time to the Information Regulator's office (IR), the Republic of South Africa's authority for data protection issues (<http://www.justice.gov.za/inforg/>). We would, however, appreciate the chance to deal with your concerns before you approach the IR, so please contact us in the first instance.

1.4 Changes to the Privacy Policy and your duty to inform us of changes

- 1.4.1 We keep our Privacy Policy under regular review. This version was last updated on 12.04.2021. Archived versions (if available) can be obtained by contacting us. Any changes made to our Privacy Policy in future will be posted on our website or made available during your engagement with PathCare. The new version will apply the moment it is published on our website or incorporated by reference in any communication.
- 1.4.2 It is important that the Personal Information we hold about you is accurate and current. Please keep us informed if your Personal Information changes during your relationship with us.

1.5 Integration into other websites or platforms

We do not exercise control over the websites or platforms who provide services or products to PathCare as part of their own offering via our Channels. These sites may place their own cookies or other files on your computer, collect data or solicit Personal Information from you. We cannot be held responsible for any wrongful handling of end users' information by other sites.

1.6 Third-Party links

Our Channels may include links to Third-Party websites, plug-ins, and applications. Clicking on those links or enabling those connections may allow third parties to collect or share data about you. If you disclose your Personal Information to a Third-Party, such as an entity which operates a website linked to a Channel, **PATHCARE 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 THIRD-PARTY.** This is because we do 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. When you leave our website, we encourage you to read the privacy policy of every website you visit.

2. THE DATA WE COLLECT ABOUT YOU

- 2.1 **Personal Information and Special Personal Information means the information as per the Definitions (see below).**
- 2.2 We may collect, use, store and transfer different kinds of Personal Information about you which we have grouped together. When you decide to engage with us, we may collect Personal Information in the following ways:
 - 2.2.1 **Identity Data** includes first name, last name, age, nationality, username or similar identifier, date of birth and gender.
 - 2.2.2 **Contact data** includes billing address, physical address, email address and telephone numbers.
 - 2.2.3 **Special Personal Information:** see definition.
 - 2.2.4 **Financial Data** includes banking details and/ or payment card details.
 - 2.2.5 **Transaction Data** includes details about payments to and from you and other details of Services you have accessed on our website.
 - 2.2.6 **Technical Data** includes internet protocol (IP) address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, and other technology on the devices you use to access our Channels.
 - 2.2.7 **Usage Data** includes information about how you use our Channels and Services. This information shall include the full Uniform Resource Locators (URL) clickstream to, through and from our Sites (including the date and time) and the Services you viewed or searched for, page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs) and methods used to browse away from the page and any phone number used to call us, service transaction instructions from and to you via our APIs.
- 2.3 We also collect, use, and share aggregated Data and pattern Data such as (but not limited to) statistical or demographic data or service and/ or transactional data for any purpose (Pattern Data). Pattern Data could be derived from your Personal Information but is not considered Personal Information in law as this data will not directly or indirectly reveal your (the data subject's) identity; we will de-identify the data. However, if we combine or connect Pattern Data with your Personal Information so that it can directly or indirectly identify you, we will treat the combined data as Personal Information which will be used in accordance with this Privacy Policy.
- 2.4 You may choose to provide additional Personal Information to us, in which event you agree to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent your affiliation with anyone or anything.
- 2.5 **Special Personal information:**
 - 2.5.1 Special Personal Information refers to information which amongst others includes information regarding your health which will include the laboratory tests we perform on your behalf with your informed consent and on instructions of your healthcare provider
 - 2.5.2 We do collect **Special Personal Information** about your dependents, however, will only process this information subsequent to acquiring your consent as parent / guardian and then in accordance with this Privacy Policy
- 2.6 **Submission of Information on behalf of another:** If you provide information on behalf of someone else, then it is your responsibility to obtain the necessary consent from the person/ User before making the Personal Information available to us. On receipt of Information, we assume that the necessary consent has been obtained and will process the Information as per your instructions. By submitting such Information on behalf of another person/ User, you indemnify us against any Third-Party claim, where such Third-Party claim relates to Information that has been processed without the necessary consent or other available exception allowed by law.
- 2.7 **If you fail to provide Personal Information:** Where we need to collect Personal Information by law, or under the terms of a contract we have with you, and you fail to provide that data when requested, we may not be able to perform the contract we have or are trying to enter into with you (for example, to provide you with Services (including Services for no charge)). In this case, we may have to cancel a Service you have with us, but we will notify you if this is the case at the time.

3. HOW IS PERSONAL INFORMATION COLLECTED?

We use different methods to collect data from and about you including through:

- 3.1 **Direct interactions.** You may directly provide us with your Personal Information when you: -
 - 3.1.1 complete the required forms for purposes of applying/signing up and making use of our Services (including our Channels) as patient or healthcare provider;
 - 3.1.2 subscribe to our newsletter or blog (if any);
 - 3.1.3 engage with us via Zoom, MS Teams or any other Video conferencing facility;
 - 3.1.4 give us feedback; or
 - 3.1.5 communicate with us via our Channels.
- 3.2 **Automated technologies or interactions.** As you interact with our Services via our Channels, we will automatically collect Technical Data about your equipment, browsing actions, patterns and device(s), content and usage data. We collect this Personal Information by using cookies, server logs and other similar technologies.
- 3.3 **Third parties or publicly available sources.** We will receive Personal Information about you or your dependents from various third parties and public sources as set out below:

- 3.3.1 **Identity Data, Contact Data and Special Personal Information** from your healthcare provider or a person you nominated as an emergency contact, subject to your consent to us to collect same or your consent to the healthcare provider to make the information available to us as your agent;
- 3.3.2 **Identity Data, Contact Data and Transactional data** from your medical health insurance / medical scheme, subject to your confirmation of your medical scheme details and consent that we can seek re-imbursement of our Service costs from the medical scheme;
 - 3.3.2.1 **Technical Data from the following parties (in terms of our Channels):**
 - 3.3.2.2 analytics providers such as Google ("How Google uses information from sites or apps that use our services", (located at <https://policies.google.com/technologies/partner-sites>))
 - 3.3.2.3 advertising networks; and
 - 3.3.2.4 search information providers.
- 3.3.3 **Technical and Transactional Data from Third-Party service providers**, that provide a service or product to you, subject to your consent to us to collect the information.

4. HOW WE USE YOUR PERSONAL INFORMATION

- 4.1 **We will not sell your Personal Information. We will only use Personal Information within the framework of the law. Most commonly, we will use Personal Information in the following circumstances:**
 - 4.1.1 where you have given us your consent; or
 - 4.1.2 where we need to perform the contract, we are about to enter into or have entered into with you; or
 - 4.1.3 where it is necessary for our legitimate interests (or those of a Third-Party) or your interests and fundamental rights do not override those interests; or
 - 4.1.4 where we need to comply with a legal obligation.
- 4.2 **Special Personal information: We will only use Special Personal Information within the framework of the law. Most commonly, we will use Special Personal Information in the following circumstances:**
 - 4.2.1 Informed Consent from you;
 - 4.2.2 Where it is of vital interest / legitimate interest to you or you dependents;
 - 4.2.3 Where we need to comply with a legal obligation;
 - 4.2.4 Where we are required to disclose a specific diagnosis to the National Institute of Communicable Diseases ("NICD") as regulated in terms of the National Health Act and to institutions and persons as directed by the NICD.
- 4.3 **Purposes for which we will use Information:**
 - 4.3.1 We have set out in the table below a description of all the ways we plan to use Information, and which of the legal bases we rely on to do so. We have also identified what our legitimate interests are where appropriate.
 - 4.3.2 Note that we may process Information for more than one lawful ground depending on the specific purpose for which we are using the data. Please contact us if you need details about the specific legal ground, we are relying on to process your Personal Information where more than one ground has been set out in the table below.
 - 4.3.3 Note that we process Information strictly in accordance with the POPI Act.

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To register you as a new customer/patient To sign you up for our newsletter (if any)	a. Identity, b. Contact, c. Technical	Your consent
To register your dependant(s) as patients	a. Identity, b. Contact, c. Special Personal Information	a. Your consent b. Necessary for our legitimate interests (to provide records to health professionals in circumstances that warrants urgency / protection of data subject)
To allow you access to any of our facilities – under COVID19 regulations	a. Identity, b. Contact, c. Special Personal information	a. Your consent

Purpose/Activity	Type of data	Lawful basis for processing including basis of legitimate interest
To manage our relationship with you: a. To deliver the Services; b. Notify you of changes to the Services c. Notifying you about changes to our terms or Privacy Policy or Service Terms and Conditions; d. To reply to your submission via our "Contact Us" page	a. Identity, b. Contact, c. Special Personal Information	a. Your consent / obtain from your health provider with your informed consent) b. Performance of a contract with you c. Necessary to comply with a legal obligation d. Necessary for our legitimate interests (to keep our records updated and to study how customers use our services) e. Necessary for our legitimate interests (to provide records to health professionals in circumstances that warrants urgency / protection of data subject) f. Necessary to comply with legal obligations (i.e. changes to the Terms and Conditions)
To process and assist with payment for Services executed to you: a. Manage payments, fees and charges b. Collect and recover money owed to us	a. Identity, b. Contact, c. Financial, d. Transaction, e. Technical	a. Your consent b. Performance of a contract with you; c. Necessary for our legitimate interests (to recover debts due to us)
To administer and protect our Channels (including troubleshooting, data analysis, testing, system maintenance, support, reporting and hosting of data)	a. Identity, b. Contact, c. Technical	a. Necessary for our legitimate interests (for running our business, provision of administration and IT services, network security, to prevent fraud and in the context of a business reorganisation or group restructuring exercise) b. Necessary to comply with a legal obligation
To deliver relevant content (related to our Services) to you and measure or understand the effectiveness of the submission of same	a. Identity, b. Contact, c. Usage, d. Marketing / Communications, e. Technical	a. Your consent b. Necessary for our legitimate interests (to study how customers use our products/services, to develop them, to grow our business and to inform our marketing strategy)
To use data analytics to improve our Services, customer relationships and experiences	a. Technical, b. Usage	Necessary for our legitimate interests (to define types of customers for our products and services, to keep our website updated and relevant, to develop our business and to inform our marketing strategy)
To make suggestions and recommendations to you about Services that may be of interest to you	a. Identity, b. Contact, c. Technical, d. Usage, e. Profile, f. Marketing / Communications	Necessary for our legitimate interests (to develop our services and grow our business)
To assist Emergency Services (External Third Party)	g. (a) Identity, (b) Contact, (c) Special Personal Information	Necessary for the protection of the data subject's (parent/guardian or child) legitimate interest.

4.4 Specific Purpose / Change of purpose.

- 4.4.1 We will only use your Personal Information for the purposes for which we collected it, unless we reasonably consider that we need to use it for another reason and that reason is compatible (as allowed under the POPI Act) with the original purpose.
- 4.4.2 If we need to use your Personal Information for an unrelated purpose that is not compatible with the original purpose, we will notify you and we will only process same on receipt of your consent;
- 4.4.3 Please note that we may process your Personal Information without your knowledge or consent, in compliance with the above rules, where this is required or permitted by law or protect your legitimate interest.
- 4.4.4 We will only use your Special Personal Information for the purposes for which we collected it.

5. DISCLOSURES OF PERSONAL INFORMATION

5.1 We may share Information with the parties set out below for the purposes set out in the table above.

- 5.1.1 **Internal Third Parties** as set out in the Definitions. Where we share Information to Internal Third Parties we require that these parties agree to process such Information based on our instructions and in compliance with this Privacy Policy and any other appropriate confidentiality and security measures.
- 5.1.2 **External Third Parties** as set out in the Definitions. Unless required by law or court order we only share Information with other persons outside of PathCare Group where we have your consent.

- 5.1.3 Third-Parties to whom we may choose to sell, transfer or merge all or parts of our business or our assets. Alternatively, we may seek to acquire other businesses or merge with them. If a change happens to our business, then the new owners may use your Personal Information in the same way as set out in this Privacy Policy.
- 5.1.4 **We require all Third-Parties to respect the security of your Information and to treat it in accordance with the law. We do not allow our Third-Party service providers to use your Information for their own purposes and only permit them to process your Information for specified purposes and in accordance with our instructions.**

6. INTERNATIONAL TRANSFERS

- 6.1 Some of our Internal and External Third-Parties may be based outside your country so their processing of your Personal Information could involve a transfer of data outside your country. Whenever we transfer your Personal Information out of your country, we ensure a similar degree of protection is afforded to it by ensuring at least one of the following safeguards is implemented:
 - 6.1.1 We will only transfer your Personal Information to countries that have appropriate data protection and privacy legislation to protect your Information.
 - 6.1.2 Where we use certain service providers, we conclude an agreement with them to confirm that your Personal Information is confidential, they can only process on our instructions and that they should establish and maintain appropriate technological and organisational measurements to protect your Personal Information.
 - 6.1.3 Where we use providers based in the US, we may transfer data to them if they are part of the Privacy Shield which requires them to provide protection to personal information similar to the conditions under the POPI Act, which we believe are good principles to ensure compliance.
- By submitting your Personal information to us you consent to the transfer of your information outside the borders of your country (when required).**

7. DATA SECURITY

- 7.1 We have put in place appropriate technological and organisational measures to prevent Information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed.
- 7.2 By using our Services, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the technology made available by us may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.
- 7.3 We have put in place procedures to deal with any suspected Personal Information breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. DATA RETENTION

How long will we use your Personal Information for?

- 8.1 We will only retain your Personal Information for as long as reasonably necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, regulatory, tax, accounting or reporting requirements. We may retain your Personal Information for a longer period in the event of a complaint or if we reasonably believe there is a prospect of litigation in respect of our relationship with you.
- 8.2 To determine the appropriate retention period for Personal Information, we consider the amount, nature and sensitivity of the Personal Information, the potential risk of harm from unauthorised use or disclosure of your Personal Information, the purposes for which we process your Personal Information and whether we can achieve those purposes through other means, and the applicable legal, regulatory, tax, accounting or other requirements.
- 8.3 By law we have to keep basic information about our customers (including Contact, Identity and Transaction Data) for certain periods, which periods may extend subsequent to receipt of any of our Services by you.
- 8.4 In some circumstances you can ask us to delete your data: see your legal rights below for further information.
- 8.5 In some circumstances we may anonymise your Information (so that it can no longer be associated with you) for research or statistical purposes.

9. SOCIAL MEDIA

- 9.1 Our Services may, in certain circumstances, provide you with social plug-ins from various social media networks. If you choose to interact with a social network such as Facebook or YouTube (for example by registering an account or click on the links from our website), your activity on our Channels will also be made available to that social network. This is necessary for the performance of your contract with us which allows you to interact with a social network. If you are logged in on one of these social networks during your visit to our website(s) or are interacting with one of the social plug-ins, the social network might add this information to your respective profile on this network based on your privacy settings. If you would like to prevent this type of information transfer, please log out of your social network account before you enter our website(s), or change the necessary privacy settings, where possible.

Communication, engagement and actions (incl. Services) taken through external social media networks that we participate in are custom to the terms and conditions as well as the privacy policies held with each social media platform respectively.

- 9.3 You are advised to use social media networks wisely and communicate/engage with them with due care and caution in regard to their own privacy policies (if any). **PLEASE NOTE: EXCEPT FOR OUR SERVICES VIA OUR WHATSAPP BOT IN TERMS OF SELECTED PERSONAL INFORMATION (FOR IDENTIFICATION PURPOSES), WE WILL NEVER ASK FOR PERSONAL OR SENSITIVE INFORMATION THROUGH SOCIAL MEDIA NETWORKS AND ENCOURAGE USERS, WISHING TO DISCUSS SENSITIVE DETAILS OR TO RESOLVE ISSUES/CONCERNS, TO CONTACT US THROUGH PRIMARY COMMUNICATION CHANNELS SUCH AS BY TELEPHONE OR EMAIL.**
- 9.4 Our social media network page(s) may share web links to relevant web pages. By default, some social media platforms shorten lengthy URL's. You are advised to exercise caution and due care before clicking on any shortened URL's published on social media platforms by this website. Despite our best efforts to ensure that only genuine URL's are published, many social media platforms are prone to spam and hacking and therefore our website and its owners cannot be held liable for any damages or implications caused by visiting any shortened links.

10. YOUR LEGAL RIGHTS

- 10.1 Under certain circumstances, you have the following rights under data protection laws in relation to your Personal Information:
- 10.1.1 **Request for Access:** Request access to Information (commonly known as a "data subject access request"). There may be a fee associated with this request – see below. This enables you to receive a copy of the Personal Information we hold about you and to check that we are lawfully processing it. You can do this by following our PAI Manual or to use the ways as per clause b) below;
 - 10.1.2 **Request Correction** of the Personal Information that we hold about you. This enables you to have any incomplete or inaccurate data we hold about you corrected, though we may need to verify the accuracy of the new data you provide to us.
 - 10.1.3 **Request erasure** of your Personal Information. This enables you to ask us to delete or remove Personal Information where there is no good reason for us continuing to process it. We may unfortunately not delete any of your Special Personal Information for certain periods of time as this forms part of your clinical record and may be needed in future for clinical care or for medico legal purposes.
 - 10.1.4 **Object to processing** of your Personal Information where we are relying on a legitimate interest (or those of a third-party) and there is something about your particular situation which makes you want to object to processing on this ground, as you feel it impacts on your fundamental rights and freedoms. In some cases, we may demonstrate that we have compelling legitimate grounds to process your information which override your rights and freedoms.
 - 10.1.5 **Request restriction of processing** of your Personal Information. This enables you to ask us to suspend the processing of your Personal Information in the following scenarios:
 - 10.1.5.1 if you want us to establish the data's accuracy.
 - 10.1.5.2 Where our use of the data is unlawful, but you do not want us to erase it.
 - 10.1.5.3 Where you need us to hold the data even if we no longer require it as you need it to establish, exercise or defend legal claims.
 - 10.1.5.4 You have objected to our use of your data, but we need to verify whether we have overriding legitimate grounds to use it.
 - 10.1.6 **Request the transfer** of your Personal Information to you or to a third-party. We will provide to you, or a third-party you have chosen, your Personal Information in a structured, commonly used, machine-readable format. Note that this right only applies to automated information which you initially provided consent for us to use or where we used the information to perform a contract with you. Contact us if you need to transfer your Personal Information.
 - 10.1.7 **Withdraw consent** at any time where we are relying on consent to process your Personal Information. However, this will not affect the lawfulness of any processing carried out before you withdraw your consent. If you withdraw your consent, we may not be able to provide certain Services to you. We will advise you if this is the case at the time you withdraw your consent.
- 10.2 If you wish to exercise any of the rights set out above, please use one of the following ways: i) Through our helpdesk if you have registered your email address with us and verified your identity at helpdesk@pathcare.co.za; ii) through your healthcare provider; iii by visiting any of our depots and verifying your identity, or iv) contact us at the details mentioned 1) b) above.
- 10.3 **Fee required:** Apart from any prescribed fees under any applicable data protection legislation, you will not have to pay a fee to access your Personal Information (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we could refuse to comply with your request in these circumstances.
- 10.4 **What we may need from you:** We may need to request specific information from you to help us confirm your identity and ensure your right to access your Personal Information (or to exercise any of your other rights). This is a security measure to ensure that Personal Information is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.
- 10.5 **Time limit to respond:** We try to respond to all legitimate requests within 30 (thirty) days. Occasionally it could take us longer than 30 (thirty) days if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

11. DEFINITIONS

- 11.1 Data Subject** means the person to whom Personal Information relates and, in this document, refers to you as the party providing Personal Information that will be processed by PathCare or a relevant third-party.
- 11.2 Information** means Personal Information and Special Personal Information.
- 11.3 Legitimate Interest** means the interest of our business in conducting and managing our business to enable us to give you the best Service and the best and most secure experience. We make sure we consider and balance any potential impact on you (both positive and negative) and your rights before we process your Personal Information for our legitimate interests. We do not use your Personal Information for activities where our interests are overridden by the impact on you (unless we have your consent or are otherwise required or permitted to by law).
- 11.4 Performance of Contract** means processing your data where it is necessary for the performance of a contract to which you are a party or to take steps at your request before entering into such a contract.
- 11.5 Personal Information** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to (related to our business): information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person, information relating to financial history of the person; any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.
- 11.6 Responsible Party** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing Personal Information.
- 11.7 Services** has the same meaning as per our explanation on our website: <https://www.pathcare.co.za>, including our online patient services.
- 11.8 Special Personal Information** means information that may be sensitive information, such as details about your race or ethnicity, religious or philosophical beliefs, sex life, sexual orientation, political opinions, trade union membership, information about your health, and biometric information or criminal convictions and offences.

THIRD-PARTIES

- 11.9.1 Internal Third-Parties:** PathCare Group, Partners, affiliates, joint ventures, employees, shareholders, directors and/ or agents of PathCare (if applicable), acting as joint responsible parties or operators and who may also provide IT and system administration services.
- 11.9.2 External Third-Parties:**
- 11.9.2.1 Specific diagnosis to the National Institute of Communicable Diseases ("NICD") as regulated in terms of the National Health Act and to institutions and persons as directed by the NICD.
 - 11.9.2.2 Your healthcare provider or their authorised representatives that requires the information for your or your dependents benefit;
 - 11.9.2.3 Referral Laboratories to whom we may refer your sample for analysis and diagnostic testing.
 - 11.9.2.4 Service providers, acting as our operators to assist with the provision, maintenance and enhancement of our services. Essential functions include IT infrastructure management, system administration, security monitoring, user support, and the development of computerised automation services, including those utilising machine learning technologies. All such services and operations are conducted within a controlled and secure environment to ensure the protection and integrity of your data.
 - 11.9.2.5 Professional advisers acting as operators or joint Responsible Parties, including lawyers, auditors and insurers and accounting services.
 - 11.9.2.6 The Revenue Services, regulators and other authorities acting as operators or joint Responsible Parties who require reporting of processing activities in certain circumstances.
 - 11.9.2.7 Courts of law or any other authorities where we have an obligation under law.
 - 11.9.2.8 Emergency services where we are required to protect the interest of a data subject;
 - 11.9.2.9 In the event that we sell or buy any business or assets, in which case we may disclose your Personal Information to the prospective seller or buyer of such business or assets.