



PRIVACY POLICY

Version 1.3

Effective Date: 24th August 2026

Applies to: ItsEasy.co.za (Saas) business management platform

1. INTRODUCTION AND SCOPE

- 1.1. AaronNoah Technology and Design (Pty) Ltd (“AaronNoah”, “we”, “us” or “our”) owns and operates ItsEasy.co.za and related hosted services (the “Platform”). The Platform provides software-as-a-service tools that may include online storefronts, product sales, bookings, order management, customer management, team administration, digital products, communications, payments and related business-management functions.
- 1.2. This Privacy Policy explains how personal information is collected, used, stored, disclosed and protected when you visit or use the Platform, and describes your rights under the Protection of Personal Information Act 4 of 2013 (“POPIA”) and other applicable data-protection laws.
- 1.3. This Policy applies to Platform visitors, account holders, business owners and administrators, team members, suppliers and service providers, and customers or prospective customers who interact with a business through a page, store, booking link or other service hosted on the Platform.
- 1.4. This Policy should be read with our Terms and Conditions and, where applicable, the privacy notice or terms of the individual business using ItsEasy. Where a business using ItsEasy determines why and how its own customer information is processed, that business is ordinarily the Responsible Party and AaronNoah acts as its Operator for that processing.

2. DEFINITIONS

- 2.1. **Platform:** ItsEasy.co.za, its hosted business pages, stores, booking pages, dashboards, subdomains, custom-domain implementations and related services operated by AaronNoah.
- 2.2. **Personal Information:** information relating to an identifiable, living natural person and, where applicable under POPIA, an identifiable existing juristic person.
- 2.3. **Processing:** any operation or activity concerning personal information, including collection, receipt, recording, organisation, storage, updating, retrieval, use, dissemination, restriction, deletion or destruction.
- 2.4. **Responsible Party:** the person or organisation that, alone or together with others, determines the purpose of and means for processing personal information.
- 2.5. **Operator:** a person or organisation that processes personal information for a Responsible Party in terms of a mandate or contract, without coming under the direct authority of that Responsible Party.
- 2.6. **Data Subject:** the person or juristic person to whom personal information relates.
- 2.7. **Merchant:** a business, organisation or service provider that uses the Platform to operate its business, sell products, accept bookings, manage customers or perform related activities.
- 2.8. **Information Officer:** the person appointed or designated in accordance with POPIA and PAIA to oversee applicable information-protection obligations.

3. ROLES, RESPONSIBLE PARTY AND CONTACT DETAILS

3.1. AaronNoah is the Responsible Party where it determines why and how personal information is processed, including for Platform accounts, subscriptions, support, security, fraud prevention, service analytics, legal compliance and its own marketing.

3.2. Where a Merchant determines why and how its customer, patient, client, prospect or staff information is processed, the Merchant is ordinarily the Responsible Party and AaronNoah acts as its Operator. The Merchant must provide appropriate notices, establish a lawful basis and obtain consent where required. AaronNoah retains its own obligations under applicable law

3.3. AaronNoah Technology and Design (Pty) Ltd • Registration number 2025/119134/07. Information Officer: Gregory Allan Franks. Privacy and data protection requests: support@itseasy.co.za. General enquiries: info@itseasy.co.za.

3.4. If your request concerns a particular Merchant's records, please contact that Merchant first. You may also contact AaronNoah for help identifying the appropriate recipient. We will address our own processing and assist with Merchant requests in accordance with our operator duties.

4 INFORMATION WE COLLECT

4.1. Technical information may include an IP address, network provider, device and browser information, referring pages, sign-in records, audit events and activity on the Platform. Collection depends on the feature used and serves the purposes described in clause 5.

4.2. Information you or a Merchant provide may include personal and business names, telephone numbers, email addresses, delivery or billing addresses, team roles, customer enquiries, bookings, orders, fulfilment details, payment status and support communications. We collect only information relevant to the service or other lawful purpose.

4.3. Identity documents, identification numbers and banking information are requested only where necessary for a specific service, verification requirement or legal obligation. The

relevant collection notice must explain the purpose and whether you provide the information to AaronNoah, the Merchant or the payment provider.

- 4.4. We may receive relevant information from the Merchant you deal with, authorised team members, connected services and payment providers, such as an order update or payment confirmation. Where required, we will tell you the source and purpose of information collected indirectly.
- 4.5. Required information will be identified when requested. If you do not provide information needed to create an account, fulfil an order, verify a payment or meet a legal requirement, the relevant service may not be available. Optional information and marketing consent are not required unless genuinely necessary for the specific feature.
- 4.6. For public demo analytics, ItsEasy can record a pseudonymous network identifier, approximate location, network provider, device/browser category, referring page and campaign tags. The demo analytics record does not retain the raw IP address; this does not mean that security or infrastructure logs never process IP addresses. Location estimates may be inaccurate. Pseudonymous information remains protected personal information where it can be linked to a person.

5 HOW AND WHY WE USE INFORMATION

- 5.1. We process personal information lawfully and only where it is adequate, relevant and not excessive for the purpose. Depending on the activity, processing may be based on consent, steps necessary to conclude or perform a contract with you, a legal obligation, or the legitimate interests of you, AaronNoah or another person, where permitted by POPIA.
- 5.2. We use relevant information to create and administer accounts; operate storefronts and business tools; manage requested orders, bookings, payments and fulfilment; support Users; deliver service communications; maintain security and audit records; prevent misuse; understand service and campaign performance; and meet legal obligations. Marketing is subject to clause 7.

- 5.3. We do not sell or trade personal information. Further use must be compatible with the original purpose or otherwise permitted by law. We will provide an additional notice and obtain consent where required before materially different processing begins.

6 COOKIES AND SIMILAR TECHNOLOGIES

- 6.1. Cookies and similar technologies may support sign-in, security, preferences and service functionality. Depending on enabled features, analytics or advertising technologies may also process information about interactions with the Platform.
- 6.2. You can manage cookies through your browser settings and delete cookies already stored. Blocking essential cookies may prevent sign-in or other features from working. Clearing a browser cache is not necessarily the same as deleting cookies
- 6.3. Where consent is required for optional tracking, it must be obtained before that tracking begins and be capable of withdrawal. We will explain available choices when the relevant technology is used. Server-side analytics may not be controlled by browser cookie settings.

7 DIRECT MARKETING COMMUNICATIONS

- 7.1. AaronNoah will send its own electronic direct marketing only where you have opted in. You may withdraw consent at any time using the unsubscribe option in the message or by emailing support@itseasy.co.za. Marketing messages will identify the sender and provide a simple way to opt out.
- 7.2. Essential account, security and transaction messages are service communications and may still be sent where necessary after a marketing opt-out. We will not use this distinction to include unrelated promotional material
- 7.3. Merchants are responsible for lawful marketing through their own accounts, including necessary consent and opt-out handling. Creating an account or buying from one Merchant does not automatically authorise marketing by other Merchants or AaronNoah.

8 SHARING AND DISCLOSURE

- 8.1. We share information only to the extent needed for the purposes in this Policy, with the relevant Merchant and its authorised team; payment gateways and payment providers; platform, hosting, storage and security providers; communication or other integration providers used for the requested service; and professional advisers or authorities where disclosure is lawful and necessary.
- 8.2. ItsEasy V2 is built and published using OpenAI's Sites platform and operates using Cloudflare infrastructure. Platform and hosting providers may process information needed to host, store, secure and operate the service. Other infrastructure providers may be involved under the applicable provider arrangements
- 8.3. Where a provider acts as our Operator, we require appropriate written obligations covering confidentiality, authorised processing and security. A provider may instead act as a separate Responsible Party for its own lawful purposes, such as payment verification, fraud controls or regulatory compliance; its own privacy notice applies to that processing.
- 8.4. Public storefront information and Content that a Merchant chooses to publish can be viewed by others and may be indexed or copied. Merchants must have permission to publish another person's details. Customer, order and staff records must not be made public merely because the Merchant operates a storefront

9 CROSS BORDER TRANSFERS

- 9.1. Platform, hosting, payment and connected-service providers may process information outside South Africa. A transfer must meet an applicable condition under POPIA section 72, such as adequate protection through law, binding corporate rules or a binding agreement, or another lawful basis permitted by that section. Where further transfers occur, the required protection must also be addressed.
- 9.2. You may contact support@itseasy.co.za for information about relevant recipient categories and the safeguards applicable to your information, subject to lawful limits on disclosure. Processing of children's or special personal information may require additional safeguards and, in some cases, prior authorisation.

10 DATA RETENTION

- 10.1. We retain information only as long as necessary for its purpose or as required or permitted by law. Retention depends on the record type, the service, accounting and legal duties, security needs and unresolved disputes. Where we act as Operator, retention must also reflect lawful Merchant instructions.
- 10.2. The proposed baseline for transaction records is five years, subject to the applicable legal requirement, its starting date, and any longer lawful retention obligation. This period does not automatically apply to all messages, analytics, identity documents or security logs.
- 10.3. Closing an account does not necessarily delete every record immediately. Information no longer lawfully required will be securely deleted or de-identified. Records retained for a legal obligation or dispute must have restricted access and use. Backups may follow a separate documented deletion cycle.
- 10.4. We may keep limited opt-out information to ensure that marketing preferences continue to be respected. We will not use that record to send further marketing

11 SECURITY PAYMENT PROCESSING AND INFRASTRUCTURE

- 11.1. We apply appropriate, reasonable technical and organisational measures to protect personal information against loss, damage, unauthorised destruction, unlawful access and unlawful processing. Measures include access controls, separation of Merchant records, protected account credentials and security records. Controls are reviewed as risks and services change. No online service can guarantee absolute security.
- 11.2. Payment processing — Online payments are handled through the payment gateway or payment provider used for the relevant transaction. The provider may collect payment credentials, transaction and device information, and information required for fraud

prevention or legal compliance. AaronNoah and the Merchant may receive relevant payment references, status, amounts and reconciliation information.

11.3. Payment security and privacy arrangements vary by provider and payment method. The applicable provider's payment interface and privacy notice explain its processing. Do not send passwords, full card details, security codes or unnecessary identity documents through ordinary support messages.

11.4. Platform infrastructure — ItsEasy uses the platform and hosting services described in clause 8.2. AaronNoah is responsible for its application-level controls and access permissions; providers supply infrastructure controls under their applicable service arrangements. Security features may vary by account, integration and service.

11.5. Please protect your account credentials, manage authorised team access and report suspected misuse promptly to support@itseasy.co.za. Your responsibilities do not remove AaronNoah's own security obligations under applicable law.

12 SECURITY COMPROMISE NOTIFICATIONS

12.1. Where AaronNoah is the Responsible Party and there are reasonable grounds to believe that personal information has been accessed or acquired by an unauthorised person, we will notify the Information Regulator and affected data subjects as required by POPIA section 22, as soon as reasonably possible, subject to the Act's applicable exceptions or permitted delay.

12.2. Where AaronNoah acts as an Operator, we will immediately notify the relevant Responsible Party of reasonable grounds to believe that such access or acquisition has occurred and assist it with its response. We will also fulfil any separate reporting duties that apply to us.

12.3. Where required, notifications will describe the incident, possible consequences, steps taken or proposed, and protective steps affected people can take. We will provide further relevant information as it becomes available.

13 YOUR RIGHTS AND COMPLAINTS

- 12.1. Subject to applicable law, you may ask whether we hold personal information about you; request access or a description of it; request correction or deletion where appropriate; object to processing on grounds available under POPIA; withdraw consent where processing relies on consent; and complain to the Information Regulator. Withdrawal does not make earlier lawful processing unlawful.
- 12.2. Send requests to support@itseasy.co.za. We may need proportionate identity verification and information to locate the relevant record. We will explain any lawful refusal, retention requirement or applicable formal access procedure. Formal PAIA requests may involve prescribed forms, fees and time limits.
- 12.3. We aim to respond to ordinary privacy requests within 20 business days and will explain any delay. Any applicable statutory deadline takes precedence. Merchant-controlled requests may need to be handled by the relevant Merchant with our assistance.
- 12.4. Information Regulator South Africa: POPIA complaints — POPIAComplaints@inforegulator.org.za; general enquiries — enquiries@inforegulator.org.za; telephone — 010 023 5200. Physical address: Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg, 2191. Current complaint forms and instructions: <https://inforegulator.org.za/contact-us/>.

14 CHILDREN AND SPECIAL PERSONAL INFORMATION

- 14.1. The Platform's account administration is intended for adults or persons with the necessary legal capacity. Merchants may nevertheless use bookings or orders for children. Children's information may be processed only where a lawful authorisation under POPIA applies, including consent from a competent person where required. Unlawfully collected information must be addressed and deleted where required by law.
- 14.2. Certain Merchant services may involve health information, religious beliefs or other special personal information. Merchants must establish the applicable lawful authorisation, provide an appropriate notice and restrict collection and access to what is

necessary. Please do not include unnecessary sensitive details in general notes, enquiries or public listings.

15 CHANGES TO THIS POLICY

15.1. We may update this Policy as services, laws or processing arrangements change. Material changes will be notified to affected Users before taking effect where practicable and as required by law. The published policy will show its effective date. New consent will be obtained where required; continued use alone does not supply that consent.

16 GENERAL

16.1. This Policy is governed by South African law, subject to any other mandatory data protection rights that apply. If a provision is unenforceable, the remaining provisions continue to apply to the extent lawful. This Policy does not waive any statutory right or substitute for a required operator agreement. Questions may be sent to info@itseasy.co.za.

17 CONNECTED COMMUNICATIONS AND OPTIONAL AI FEATURES

17.1. When a Merchant connects WhatsApp Business, ItsEasy may process phone numbers, profile names, message content, message identifiers and delivery status through Meta's WhatsApp Cloud API to display conversations, support authorised replies and send enabled service messages. Meta also processes information under its own terms and privacy notice. We do not use customer WhatsApp message content for unrelated advertising

17.2. Other Merchant-enabled integrations may exchange the information needed for the selected function, such as calendar events, accounting records or delivery information. Merchants must authorise the connection, restrict access appropriately and explain relevant disclosures to their customers.

- 17.3. If an AI-assisted feature is offered, a feature-specific notice must explain what information is sent to the AI provider, its purpose, retention and any model-training use before personal information is submitted. Hosting the Platform through Sites does not, by itself, establish that all customer information is sent to an AI model. Do not submit personal or special personal information unless the feature permits it and there is a lawful basis.
- 17.4. Where applicable, people may exercise POPIA rights concerning decisions based solely on automated processing that have legal or substantial effects. Any such use must be assessed and appropriate explanations, safeguards and review arrangements provided.