



Privacy Policy

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Company QueueR

Registered Entity K2025973400

Jurisdiction South Africa

Website <https://queuer.co.za>

This document forms part of the legal documentation governing the use of the QueueR Platform.

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1 INTRODUCTION

- 1.1 This Privacy Policy explains how QueueR ("QueueR", "we", "our", or "us") collects, uses, stores, shares, and protects personal information when individuals and businesses access or use the Services.
- 1.2 This Privacy Policy forms part of the Terms of Service and should be read together with those Terms and any other documents expressly incorporated by reference.
- 1.3 QueueR is committed to processing personal information lawfully, fairly, transparently, and securely in accordance with applicable data protection and privacy legislation, including the Protection of Personal Information Act, 2013 ("POPIA"), and any other applicable laws.
- 1.4 By accessing or using the Services, you acknowledge that you have read and understood this Privacy Policy.
- 1.5 Where you provide personal information relating to another individual, you represent that you are authorised to provide that information and, where required by applicable law, have informed that individual of this Privacy Policy.

2 DEFINITIONS

- 2.1 For the purposes of this Privacy Policy, unless the context indicates otherwise:
 - 2.1.1 **Authorised User** means any individual authorised by a Customer to access or use the Services on the Customer's behalf.
 - 2.1.2 **Customer** means any individual, sole proprietor, partnership, company, trust, close corporation, non-profit organisation, or other legal entity using the Services.
 - 2.1.3 **Personal Information** means information relating to an identifiable, living natural person and, where applicable under applicable law, an identifiable existing juristic person, as defined in the Protection of Personal Information Act, 2013 ("POPIA").
 - 2.1.4 **Processing** means any operation or activity performed in relation to Personal Information, whether by automated or non-automated means, including collection, receipt, recording, organisation, storage, updating, retrieval, consultation, use, disclosure, dissemination, transmission, distribution, restriction, anonymisation, deletion, or destruction.
 - 2.1.5 **Services** means the QueueR software platform, including its websites, mobile applications, dashboards, APIs, kitchen display functionality, QR ordering solutions, reporting tools, onboarding services, support services, and any related products or services provided by QueueR.
 - 2.1.6 **Third-Party Services** means any products, services, software, infrastruc-

ture, platforms, or systems provided by independent third parties that integrate with, support, or are used in connection with the Services.

3 SCOPE

- 3.1 This Privacy Policy applies to all personal information collected, used, stored, disclosed, or otherwise processed by QueueR in connection with the Services.
- 3.2 This Privacy Policy applies to:
 - 3.2.1 Customers;
 - 3.2.2 Authorised Users;
 - 3.2.3 individuals who visit the QueueR website;
 - 3.2.4 individuals who communicate with QueueR;
 - 3.2.5 individuals who submit enquiries, request demonstrations, or register for free trials, Pilot Programmes, or professional services; and
 - 3.2.6 any other individual whose personal information is processed by QueueR in connection with the Services.
- 3.3 This Privacy Policy applies regardless of whether personal information is collected directly from the individual, through the Customer, through integrated Third-Party Services, or through automated technologies used by the Services.
- 3.4 This Privacy Policy does not apply to:
 - 3.4.1 information processed entirely by independent Third-Party Services;
 - 3.4.2 websites, products, or services not operated or controlled by QueueR; or
 - 3.4.3 information processed by Customers independently of the Services.
- 3.5 Where the Customer collects personal information using the Services, the Customer remains responsible for complying with all applicable privacy and data protection laws in relation to that information.

4 INFORMATION WE COLLECT

- 4.1 QueueR may collect and Process different categories of Personal Information depending on how the Services are used.
- 4.2 The categories of Personal Information that QueueR may collect include:
 - 4.2.1 **Account Information**, including names, business names, usernames, email addresses, telephone numbers, passwords (in encrypted form where applicable), Account preferences, and authentication information.
 - 4.2.2 **Business Information**, including trading names, business contact information, business addresses, operating hours, menus, pricing, branding assets, and other information provided during onboarding or while using the Services.

- 4.2.3 **Order and Operational Information**, including orders, kitchen workflows, menu availability, order history, event information, customer notifications, and other operational data generated through the Services.
- 4.2.4 **Payment Information**, including billing addresses, payment status, invoices, Subscription history, and transaction records. Payment card information is generally collected and Processed directly by independent payment service providers and is not stored by QueueR.
- 4.2.5 **Technical Information**, including IP addresses, browser type, operating system, device identifiers, application version, diagnostic information, crash reports, log files, and similar technical information.
- 4.2.6 **Usage Information**, including information about how Users access and interact with the Services, features used, pages visited, actions performed, session information, and usage analytics.
- 4.2.7 **Communications**, including enquiries, support requests, feedback, survey responses, correspondence, and other communications exchanged with QueueR.
- 4.2.8 **Location Information**, where voluntarily provided by the User or where required for features of the Services.
- 4.3 QueueR may also receive Personal Information from Third-Party Services where the Customer chooses to integrate those services with the Services.
- 4.4 QueueR does not knowingly collect more Personal Information than is reasonably necessary for the purposes described in this Privacy Policy.
- 4.5 Where Personal Information is collected indirectly, QueueR will Process that information only where permitted by applicable law.

5 HOW WE USE PERSONAL INFORMATION

- 5.1 QueueR Processes Personal Information only where it is reasonably necessary to provide the Services, fulfil its contractual obligations, comply with applicable law, protect its legitimate business interests, or for other lawful purposes described in this Privacy Policy.
- 5.2 QueueR may Process Personal Information for one or more of the following purposes:
 - 5.2.1 creating, administering, and maintaining Customer Accounts;
 - 5.2.2 providing, operating, supporting, and improving the Services;
 - 5.2.3 processing Subscriptions, invoices, payments, and other commercial transactions;
 - 5.2.4 providing onboarding, implementation, training, Pilot Programmes, and other professional services;
 - 5.2.5 communicating with Customers and Authorised Users regarding the Services,

- including operational notices, technical updates, billing matters, and support requests;
 - 5.2.6 responding to enquiries, complaints, feedback, and requests for assistance;
 - 5.2.7 monitoring, analysing, troubleshooting, maintaining, securing, and improving the performance, reliability, and functionality of the Services;
 - 5.2.8 detecting, investigating, preventing, or responding to fraud, security incidents, unauthorised access, or other unlawful or prohibited activities;
 - 5.2.9 complying with applicable laws, regulations, court orders, lawful requests from competent authorities, and other legal obligations;
 - 5.2.10 enforcing these Terms, the Privacy Policy, and any other agreements governing the Services;
 - 5.2.11 generating aggregated or anonymised statistical information for product development, analytics, benchmarking, reporting, research, and other legitimate business purposes, provided that such information does not identify any individual; and
 - 5.2.12 any other purpose for which the relevant individual has provided consent or which is otherwise permitted by applicable law.
- 5.3 QueueR will not Process Personal Information for purposes that are incompatible with the purposes for which the information was originally collected unless required or permitted by applicable law or with the relevant individual's consent.
- 5.4 Where reasonably practicable, QueueR will take steps to ensure that Personal Information used for decision-making is accurate, complete, and up to date.

6 LEGAL BASES FOR PROCESSING

- 6.1 QueueR will Process Personal Information only where it has a lawful basis for doing so under applicable law.
- 6.2 Depending on the circumstances, QueueR may Process Personal Information because:
- 6.2.1 the Processing is necessary to provide the Services or perform a contract with the Customer;
 - 6.2.2 the Processing is necessary to comply with a legal or regulatory obligation;
 - 6.2.3 the Processing is necessary to protect the legitimate interests of QueueR, the Customer, or another person, provided that those interests are not overridden by the rights and freedoms of the relevant individual;
 - 6.2.4 the relevant individual has given consent to the Processing; or
 - 6.2.5 the Processing is otherwise authorised or required by applicable law.
- 6.3 Where QueueR relies on consent as the legal basis for Processing, the relevant in-

individual may withdraw that consent at any time, subject to any Processing already lawfully undertaken before the withdrawal.

- 6.4 The withdrawal of consent does not affect the lawfulness of any Processing carried out before the consent was withdrawn and may affect QueueR's ability to provide certain Services.

7 HOW WE SHARE PERSONAL INFORMATION

7.1 QueueR does not sell Personal Information.

- 7.2 QueueR may disclose Personal Information only where reasonably necessary to:
- (a) provide, operate, maintain, support, secure, or improve the Services;
 - (b) perform its obligations under these Terms or any agreement with the Customer;
 - (c) comply with applicable law or a lawful request from a competent authority;
 - (d) protect the rights, property, or safety of QueueR, its Customers, Authorised Users, or any other person;
 - (e) investigate suspected fraud, unlawful activity, security incidents, or breaches of these Terms; or
 - (f) establish, exercise, or defend legal rights or claims.

- 7.3 QueueR may disclose Personal Information to third-party service providers that perform services on QueueR's behalf, including providers of:
- (a) cloud hosting and infrastructure;
 - (b) authentication and identity management;
 - (c) payment processing;
 - (d) customer communications;
 - (e) analytics and monitoring;
 - (f) data storage and backup;
 - (g) customer support platforms; and
 - (h) other technology services reasonably necessary to operate the Services.

7.4 QueueR requires its third-party service providers to Process Personal Information only for authorised purposes and to implement appropriate safeguards to protect such Personal Information.

7.5 Where QueueR is involved in a merger, acquisition, investment, corporate restructuring, financing, sale of assets, or similar business transaction, Personal Information may be disclosed to prospective or actual purchasers, investors, advisers, financiers, or successor entities, subject to appropriate confidentiality obligations and applicable law.

- 7.6 Where QueueR Processes Personal Information on behalf of a Customer, QueueR may disclose that Personal Information in accordance with the Customer's lawful instructions and the functionality of the Services.
- 7.7 Nothing in this Privacy Policy prevents QueueR from generating, using, or disclosing aggregated or anonymised information that does not identify any individual or Customer.

8 INTERNATIONAL TRANSFERS

- 8.1 The Services may involve the transfer, storage, or Processing of Personal Information outside the Republic of South Africa.
- 8.2 Such transfers may occur where QueueR uses Third-Party Services, cloud infrastructure providers, payment processors, authentication providers, or other service providers that operate in jurisdictions outside South Africa.
- 8.3 Where Personal Information is transferred internationally, QueueR will take reasonable steps to ensure that such transfers are carried out in accordance with applicable law and that an adequate level of protection is afforded to the Personal Information.
- 8.4 Such safeguards may include:
- (a) transferring Personal Information to jurisdictions that provide an adequate level of protection under applicable law;
 - (b) entering into contractual arrangements requiring recipients to protect Personal Information to standards substantially equivalent to those required under applicable law;
 - (c) relying on the Customer's instructions or consent where permitted by applicable law; or
 - (d) implementing any other lawful transfer mechanism recognised under applicable law.
- 8.5 By using the Services, the Customer acknowledges that Personal Information may be transferred to, stored in, or Processed in countries outside South Africa where QueueR or its Third-Party Service providers operate.
- 8.6 QueueR remains committed to protecting Personal Information regardless of where it is Processed and will require Third-Party Service providers to implement appropriate technical and organisational safeguards consistent with applicable law.

9 DATA RETENTION

- 9.1 QueueR retains Personal Information only for as long as reasonably necessary to fulfil the purposes for which it was collected, including providing the Services, comply-

ing with legal obligations, resolving disputes, enforcing agreements, and protecting QueueR's legitimate business interests.

9.2 The length of time for which Personal Information is retained may vary depending on:

- (a) the nature of the Personal Information;
- (b) the purpose for which it was collected;
- (c) applicable legal, regulatory, accounting, or reporting requirements; and
- (d) QueueR's legitimate operational and business needs.

9.3 Where a Customer's Subscription is cancelled or otherwise terminated, QueueR may retain Personal Information for a reasonable period to:

- (a) comply with applicable law;
- (b) resolve disputes;
- (c) enforce these Terms or other agreements;
- (d) maintain backups and disaster recovery systems; and
- (e) protect the security and integrity of the Services.

9.4 Following the expiry of the applicable retention period, QueueR will take reasonable steps to securely delete, destroy, anonymise, or de-identify Personal Information unless continued retention is required or permitted by applicable law.

9.5 Where technically feasible, Customers may request the deletion of certain Personal Information in accordance with applicable law and the rights described in this Privacy Policy. Such requests may be subject to legal, contractual, security, operational, or technical limitations.

9.6 Copies of Personal Information may remain in secure backup systems for a limited period after deletion from active systems, after which such information will be securely deleted or overwritten in accordance with QueueR's backup retention practices.

10 INFORMATION SECURITY

10.1 QueueR implements and maintains reasonable technical and organisational measures designed to protect Personal Information against accidental or unlawful destruction, loss, alteration, unauthorised disclosure, unauthorised access, and other unlawful forms of Processing.

10.2 Such measures may include, where appropriate:

- (a) access controls and authentication mechanisms;
- (b) encryption of Personal Information during transmission and, where appropriate, at rest;

- (c) monitoring, logging, and auditing of systems;
 - (d) regular software updates and security maintenance;
 - (e) secure backup and disaster recovery procedures; and
 - (f) physical, administrative, and technical safeguards appropriate to the nature of the Personal Information being Processed.
- 10.3 Access to Personal Information is limited to employees, contractors, and authorised service providers who require such access in order to perform their duties or provide the Services.
- 10.4 Queuer regularly reviews and updates its security measures to address evolving security risks, technological developments, and applicable legal requirements.
- 10.5 Despite the measures implemented by Queuer, no method of transmitting information over the Internet or storing information electronically can be guaranteed to be completely secure. Accordingly, Queuer cannot guarantee the absolute security of Personal Information.
- 10.6 Where required by applicable law, Queuer will investigate suspected Personal Information security incidents and notify affected Customers, regulatory authorities, or other persons within the timeframes prescribed by applicable law.
- 10.7 Customers are responsible for maintaining the security of their Accounts, including safeguarding login credentials, restricting access to Authorised Users, and promptly notifying Queuer of any suspected unauthorised access or security incident.

11 COOKIES AND TRACKING TECHNOLOGIES

- 11.1 Queuer may use cookies and similar technologies to operate, secure, maintain, and improve the Services.
- 11.2 Cookies are small text files that are stored on a User's Device when visiting a website. Similar technologies may include local storage, session storage, pixels, software development kits (SDKs), and other technologies that perform comparable functions.
- 11.3 Queuer may use cookies and similar technologies for purposes including:
- (a) authenticating Users and maintaining secure login sessions;
 - (b) remembering User preferences and settings;
 - (c) improving the functionality, performance, and reliability of the Services;
 - (d) analysing how the Services are used to improve the user experience;
 - (e) detecting, preventing, and investigating fraud, security incidents, or other misuse of the Services; and
 - (f) measuring the effectiveness of communications, features, or other aspects of the Services.

- 11.4 Some cookies and tracking technologies may be provided by Third-Party Services integrated with the Services, including analytics providers, authentication providers, payment providers, and other technology partners. The use of such technologies is subject to the applicable third party's privacy policy and terms.
- 11.5 Most web browsers permit Users to manage, block, or delete cookies through their browser settings. Disabling certain cookies may affect the availability, functionality, or performance of some features of the Services.
- 11.6 Where required by applicable law, QueueR will obtain any necessary consent before placing non-essential cookies or similar tracking technologies on a User's Device.

12 YOUR RIGHTS

- 12.1 Subject to applicable law, individuals whose Personal Information is Processed by QueueR may have certain rights in relation to that Personal Information.
- 12.2 These rights may include the right to:
- (a) request access to Personal Information held by QueueR;
 - (b) request the correction, updating, or completion of inaccurate or incomplete Personal Information;
 - (c) request the deletion, destruction, or de-identification of Personal Information where permitted by applicable law;
 - (d) object to the Processing of Personal Information in circumstances permitted by applicable law;
 - (e) request the restriction of certain Processing activities where applicable;
 - (f) withdraw consent where Processing is based on consent, provided that such withdrawal does not affect the lawfulness of any Processing carried out before the consent was withdrawn;
 - (g) lodge a complaint with the relevant supervisory or regulatory authority where the individual believes that their Personal Information has been Processed unlawfully; and
 - (h) exercise any other rights available under applicable privacy or data protection laws.
- 12.3 A request to exercise any of the rights described in this section may be submitted using the contact details provided in this Privacy Policy.
- 12.4 QueueR may request reasonable information to verify the identity of the person making a request before responding to or acting upon the request.
- 12.5 QueueR will consider and respond to requests within a reasonable period and in accordance with applicable law.

- 12.6 The exercise of certain rights may be limited where QueueR is required or permitted by law to retain or continue Processing Personal Information, or where doing so would adversely affect the rights and freedoms of another person or the security, integrity, or operation of the Services.

13 THIRD-PARTY SERVICES

- 13.1 The Services may integrate with, rely upon, or provide access to Third-Party Services operated by independent organisations.
- 13.2 Third-Party Services may include providers of:
- (a) cloud hosting and infrastructure;
 - (b) payment processing;
 - (c) authentication and identity management;
 - (d) mapping and geolocation services;
 - (e) email, SMS, and messaging services;
 - (f) analytics and monitoring;
 - (g) artificial intelligence and machine learning services; and
 - (h) other technology services reasonably required to provide the Services.
- 13.3 Where Personal Information is Processed by a Third-Party Service on QueueR's behalf, QueueR will take reasonable steps to ensure that the provider implements appropriate safeguards and Processes Personal Information in accordance with applicable law.
- 13.4 Certain Third-Party Services may Process Personal Information as independent controllers or responsible parties in accordance with their own privacy policies and terms of service. QueueR is not responsible for the privacy practices of independent Third-Party Services.
- 13.5 The Customer acknowledges that the use of certain features of the Services may require Personal Information to be shared with applicable Third-Party Services in order for those features to function.
- 13.6 QueueR may add, replace, or remove Third-Party Services from time to time where reasonably necessary to maintain, improve, secure, or support the Services.
- 13.7 Customers are encouraged to review the privacy policies and terms of any Third-Party Services that they choose to use in connection with the Services.

14 CHILDREN'S PRIVACY

- 14.1 The Services are intended for use by businesses and their Authorised Users and are not directed at children.

- 14.2 QueueR does not knowingly collect Personal Information directly from children through the Services.
- 14.3 Where QueueR becomes aware that it has inadvertently collected Personal Information directly from a child in circumstances where such collection is not authorised or permitted by applicable law, QueueR will take reasonable steps to delete or de-identify that Personal Information as soon as reasonably practicable, unless retention is required or permitted by applicable law.
- 14.4 Nothing in this section prevents a Customer from Processing Personal Information relating to children through the Services where the Customer has the necessary legal authority or lawful basis to do so and complies with all applicable privacy and data protection laws.
- 14.5 Parents, guardians, or any person who believes that a child has provided Personal Information directly to QueueR in error may contact QueueR using the contact details set out in this Privacy Policy.

15 CHANGES TO THIS PRIVACY POLICY

- 15.1 QueueR may amend this Privacy Policy from time to time where reasonably necessary to:
- (a) reflect changes to the Services;
 - (b) comply with applicable law or regulatory requirements;
 - (c) improve clarity or transparency;
 - (d) reflect changes to QueueR's business operations or Third-Party Services; or
 - (e) address security, operational, or administrative requirements.
- 15.2 Where a change materially affects the manner in which Personal Information is Processed or the rights of Customers or Users, QueueR will provide reasonable notice before the updated Privacy Policy takes effect.
- 15.3 The most current version of this Privacy Policy will always be made available through the Services or on QueueR's website.
- 15.4 The "Effective Date" appearing at the beginning of this Privacy Policy indicates the date on which the current version came into effect.
- 15.5 The Customer's continued use of the Services after the effective date of an updated Privacy Policy constitutes acknowledgement of the revised Privacy Policy to the extent permitted by applicable law.

16 CONTACT INFORMATION

- 16.1 If you have any questions, concerns, requests, or complaints relating to this Privacy Policy or QueueR's Processing of Personal Information, you may contact QueueR using the details below:

Business Name:	QueueR
Registered Entity:	K2025973400
Website:	https://queueer.co.za
Email:	mailto:info@queueer.co.za

- 16.2 QueueR will use reasonable efforts to acknowledge and respond to privacy-related enquiries within a reasonable period and in accordance with applicable law.
- 16.3 If you believe that QueueR has not complied with applicable privacy or data protection laws, you may also lodge a complaint with the appropriate supervisory or regulatory authority having jurisdiction over the matter.