

## XXX ELECTRONIC MAIL LEGAL NOTICE AND WEBSITE USAGE CONDITIONS

This legal notice is issued in terms of the Electronic Communications and Transactions Act (Act 25 of 2002). It relates to any electronic mail communication as well as all attachments thereto that is sent by XXX as well as any such communication sent by any of its associated companies or subsidiaries. It further relates to the access to and usage of the XXX website by any natural or legal person or institution.

For purposes of this notice the following definitions shall apply:

<b>Addressee/recipient</b>	The person indicated or elected by the sender of the communication as being the intended party that the communication is transmitted to
<b>Communication</b>	Shall imply electronic mail (including any attachment thereto) formally transmitted by or on behalf of the provider and shall exclude communications that are of a personal nature, not related to the business of the provider or expresses opinions not of the company but of an employee or user
<b>Data subject</b>	Any natural person whose personal information is processed, collected or stored by the provider.
<b>Employee</b>	Indicates an employee of the provider or other person authorised by the provider to send or receive official communications on behalf of the provider
<b>PAIA</b>	The Promotion of Access to Information Act
<b>POPI</b>	The Protection of Personal Information Act
<b>Sender</b>	A person authorised by the provider to communicate on its behalf via electronic mail, either as an authorised user on the provider system or an employee of the provider
<b>XXX (the provider)</b>	A <b>company</b> duly incorporated in terms of the laws of South Africa and authorised by the Financial Sector Conduct Authority as a financial services provider, of which the further particulars are contained in this document
<b>User</b>	Indicates a person or entity that accesses the provider website and any of its content, including but not limited to written articles, documents and its information

### 1. E-MAIL NOTICE

The following terms and conditions apply to this and other XXX e-mail communication:

1. This Electronic Mail Legal Notice is enforceable and binding on the recipient/addressee in terms of sections 11(1), (2) and (3) of the Electronic Communications and Transactions Act, 25 of 2002. The Act may be requested from XXX or by downloading it from the Government's website [www.gov.za](http://www.gov.za).
2. Any e-mail transmission may contain confidential information or proprietary information of the provider. No person, other than the recipient may use or disclose the contents of any message, links or attachments thereto, to any person whatsoever. Unauthorised disclosure and/or use may result in civil and criminal liability.
3. The information in any e-mail message or attachments thereto is intended for the attention and use of the addressee only. If any person receives any company electronic mail message and such person is not the intended addressee/recipient, such person is hereby notified that any disclosure, copying or distribution of the contents of such email transmission or the taking of any action in reliance thereon or pursuant thereto, is strictly prohibited. Should any person receive any company e-mail in error, such person is requested to delete and destroy it and any attachments thereto immediately. At no time may an unintended recipient act on the information contained therein.
4. Under no circumstances will XXX be liable for the improper or incomplete transmission of information contained in any communication, or for any delay in its receipt.
5. The e-mail addresses of senders may not be used, copied, sold, disclosed or incorporated into any database or mailing list for spamming and/or other marketing practices without the prior consent of the company.
6. The provider takes all reasonable steps to ensure the integrity of its systems and data and that viruses are not propagated. The provider trusts that businesses and private individuals take due care and employ such system integrity protection precautions so as not to receive, send or propagate viruses. The provider or the sender of any e-mail shall under no circumstances be liable to any party for any direct, indirect, special or consequential damages, including, without limitation, any loss of profits, business interruption, loss of programs or other data on information handling systems or otherwise, even if the provider or the sender of this e-mail have been expressly advised of the possibility of such damages.
7. Any agreements concluded with the provider by using electronic correspondence shall only come into effect once the provider indicated acceptance of the terms of such contract and actual formation of the contract in a follow-up or return communication.
8. E-mails sent to the provider will only be regarded as having been received by the provider once receipt thereof is expressly acknowledged. An autoreply shall not constitute a response for purposes of this clause. The provider will only

be deemed to have sent an e-mail once such message is reflected as 'sent' on the provider's e-mail server or the server of its hosting supplier.

9. The provider reserves the right to monitor, intercept, filter, view, block, delete, access, copy, read and act upon all e-mail messages sent as reply messages to the e-mail address of a sender.
10. The provider retains the copyright to all e-mail messages and attachments sent from its communication systems. The addressee is hereby authorised to open and read the message and/or attachments only — all other rights are reserved unless so indicated by the sender.
11. The views and opinions expressed in any e-mail message do not necessarily reflect the views and/or opinions of the provider. If any e-mail message is used for purposes unrelated to the official business of the provider, it shall not be liable for any damage or loss caused by the contents of a message and the sender shall take full responsibility therefore in his/her sole and personal capacity.
12. The law of South Africa shall govern any e-mail message and this legal notice.
14. If any communication contains offensive, derogatory or defamatory statements or materials, it means that the message is not an official company communication and has been sent outside of the sender's scope of employment with the company and only the sender may be held liable in his/her personal capacity for his/her actions.
15. The failure of the provider to define any specific word or concept at the onset of this notice does not void any part of this notice. If any person requires clarification of any aspect contained in this notice, kindly contact the provider's system administrator at [\(email address\)](#).
16. This legal notice shall always take precedence over any other e-mail disclaimer(s) received or sent by employees of the provider.

## **2. GENERAL CONDITIONS: ACCESS AND USAGE OF WEBSITE**

1. This Website Access Disclaimer & Legal Notice is enforceable and binding on any user of the provider's website.
2. Any user that accesses the provider's website tacitly undertakes to adhere to the usage terms and conditions imposed by the provider.
3. The provider set up this site to provide information only. It is not intended to provide advisory services and any user is cautioned against acting on information provided on this site without verifying the correctness thereof. This is not a transactional site and the provider doesn't intend to conclude any commercial agreement by making information available on the site.
4. The company website contains proprietary information of the company. No person may use, copy, on-sell or download any portion of the information contained whatsoever. Unauthorised copying, use or dealing with the site information in any manner may result in civil and criminal liability.
5. Although the provider takes due care to accurately compile and develop the information included and posted on this website, it is provided to the general public and users to be informative and educational and it is not intended to constitute advice. No user should rely on the contents thereof and act thereupon. The provider accepts no responsibility for any damage suffered by any user for placing reliance on such information.
6. The provider, by making information available on its website, does not intend to enter into any agreement with any user of its website and does not contract with users in any manner.

## **3. PRIVACY NOTICE**

### **3.1 General terms**

The provider is committed to protecting your privacy when visiting its website. We make our site and information available to online users and are therefore concerned about the safety of information and security of data when members of the public use the XXX website. We attempt to address such concerns when procuring and employing technology to run the site or when an administrator and/or host is selected.

This Privacy Statement applies to the provider's website and governs both data collection and usage. By entering and using the provider's website, users consent to the data practices described in more detail in this policy document.

### **3.2 Collection of Personal Information**

The provider may collect personally identifiable information, such as names & surnames, e-mail addresses, addresses and telephone numbers. The provider may further collect anonymous demographic information which is not unique to any specific user.

Information about your computer hardware and software is automatically collected by the provider, including your IP address, browser type, domain names, access times and referring Web site addresses. The provider may use this information for the operation of the service, to maintain quality of the service, and to provide general statistics regarding usage of the website.

Generally you should be aware that if you choose to directly disclose personally identifiable information or personally sensitive data through any public message board, such information may be collected and used by other persons, entities or

users.

Should you link any website to or from the provider's site, you should read the privacy statements or policies of such sites to understand how such sites collect, use and share your information. The provider does not stand in for and is not responsible for the privacy statements, data collection or other content on websites outside of that of the provider or sites linked by the provider.

### **3.3 Use of Personal Information**

The provider may collect and use the personal information of users to operate this site and deliver the services that users require or request when accessing the site. The provider may also use personally identifiable information to inform users of other products or services available from the provider and its affiliates. The provider may contact users by means of conducting surveys to research what additional services may be required by users or whether services offered are of a satisfactory standard.

### **3.4 Reselling of Personal Information**

The provider does not sell, rent or lease its customer lists to third parties. The provider will also not make available or transfer your unique personally identifiable information (e-mail, name, address, telephone number) to any third party. The provider may share data with trusted partners to assist in performing statistical analysis, send e-mail to users, provide customer support or arrange for deliveries. Any third party that is granted access to information of users are prohibited from using such personal information except to provide the services to the provider. Such parties are further required to maintain the confidentiality of user information.

THE PROVIDER does not collate or disseminate sensitive personal information such as race, religion, or political affiliations.

THE PROVIDER track usage of its pages to determine popularity, particular interest, redundancy, errors, etc of or contained in such pages with a view to improve its service to users and may market such services to specific user, who may benefit from THE PROVIDER' services.

THE PROVIDER will only disclose the personal information of any user if required to do so by law or in the belief that such disclosure is necessary to:

- (a) conform to the law or comply with legal process served on the provider or the site.
- (b) protect and defend the rights or property of the provider.
- (c) act under exceptional circumstances to protect the personal safety of the general public or users of the provider's site. Such disclosure may be done with or without giving notice of intention to make such disclosure to the specific user or users.

### **3.5 Security of Personal Information**

The provider takes all reasonable steps to secure the personal information of users from unauthorised access, use or disclosure. The provider will, as far as reasonably possible, secure the personally identifiable information provided by users on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure. The provider does not conclude any transaction where credit card payments are made. Should such transactions however be facilitated or concluded, personal information (such as credit card numbers) will be transmitted to other sites or vendors and protected using secure data encryption, such as the Secure Socket Layer (SSL) protocol.

## **4. COMPLIANCE WITH SECTION 18 OF POPI**

We subscribe to an openness regimen when processing information in terms of Section 17 of the POPI Act. We perform the following functions in compliance with Section 18 of the Act:

1. We take reasonable steps to ensure that data subjects are aware their information is processed as we will only collect personal information directly from the data subject. Under exceptional circumstances personal information may come from a third party but if this happens, we will ensure the data subject is aware this information was shared with us.
2. The purpose we collect and process personal information is to render a financial service to a person/user (consumer of financial services) and for no other purpose, except where there is a legal duty on us to process information, such as compliance with the Financial Intelligence Centre Act.
3. Some of the information we collect from you is mandatory as it is contractually required by insurers and failure to collect such information may preclude us from rendering the required service to you.
4. Collection of certain personal information is prescribed in law, such as the Long- or Short-term Insurance Acts, the Collective Investment Schemes Control Act, the Medical Schemes Act, the Financial Advisory and Intermediary Services Act, etc.

5. Processing of personal information takes place in South Africa as information is shared with insurers, medical schemes, investment houses, etc. Personal information is only shared internationally upon the specific instruction of a data subject, such as for international investment purposes.
6. Any data subject has the right to access the personal information we hold and may object to us holding such information, subject to the proviso we may not be able to render the required services if we cannot hold or process the data subject's personal information.
7. Where a data subject's personal information is processed outside of the original specification or it is further processed, the data subject may object to this processing. We however undertake to inform any affected data subject of such processing and recognise our legal duty not to perform such actions without such written consent.
8. A data subject may complain regarding processing of personal information at the below address or to the Information Regulator at [helpdesk@inforegulator.co.za](mailto:helpdesk@inforegulator.co.za).

## 5. INFORMATION DISCLOSURES

Full name of company:

Trading name:

Registration number:

Information Officer:

FSCA registration:

VAT number:

Address:

Website:

Information Manual:      Company offices or (web address)

IT Service Provider:

Contact details: