



Attorneys Notaries Conveyancers

PRIVACY POLICY

(Updated: 29 June 2021)

Fyfer Incorporated
2001/016101/21

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IMPORTANT DISCLAIMER

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1. INTRODUCTION

- 1.1. Fyfer Inc respects the security and privacy concerns of its clients and users of our Website, and we are committed to protecting your privacy and to ensure that your Personal Information is collected and used properly, lawfully and transparently.
- 1.2. This document describes the types of Personal Information that Fyfer Inc may collect about you, as well as the purposes for which the information is obtained, processed, used and shared or disclosed, the steps that are taken to safeguard the information and generally to protect your privacy in accordance with the requirements of the Promotion of Access to Information Act, 2 of 2000 ("PAIA"), the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA") and the Protection of Personal Information Act, 4 of 2013 ("POPIA").
- 1.3. By engaging with us, you are accepting and consenting to the practices and provisions detailed in this Policy.

2. DEFINITIONS

- 2.1. Unless the contrary is indicated herein, the following words shall have the corresponding meanings assigned to them:
 - 2.1.1. **"Personal Information"** information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, as further defined in the Act;
 - 2.1.2. **"Special Personal Information"** information specifically relating to your religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information, or criminal behaviour to the extent that such information relates to the alleged commission by a data subject of any offence; or any proceedings in respect of any offence allegedly committed, or the disposal of such proceedings.
 - 2.1.3. **"Data Subject"** our clients, prospective clients, or any person (whether natural or juristic) who for their own knowledge or benefit, or for that of any other person, communicates with us, or accesses, visits or in any other way utilises our Website or any part thereof for any purpose whatsoever, being a "data subject" as

defined in POPIA, and “you” will bear the same meaning;

2.1.4. **“We”**

refers to Fyfer Incorporated, including its Directors, Managers, Employees and representatives, as the case may be and “Fyfer Inc” will bear the same meaning;

2.1.5. **“Website”**

the website maintained and operated by, or on behalf of Fyfer Inc, located on the World Wide Web and publicly accessible at www.fyferincorporated.co.za.

3. **CONSENT**

- 3.1. We may collect, store and use the Personal Information that you disclose to us, as set out herein. This includes details such as your name, address, telephone, fax, email and mobile phone number as well as website traffic data, location data, IP address, web logs and other communication data, whether this is required for our own administrative purposes or otherwise. If you contact us, we may keep a record of that correspondence.
- 3.2. By accessing our Website and its resources, by making contact with us by electronic means, or by providing us with your Personal Information, you acknowledge, consent and agree to our collection of your Personal Information, the processing and use thereof as set out herein.

4. **THE INFORMATION WE COLLECT**

- 4.1. We collect and process your Personal Information mainly for purposes of communicating with you, and for the delivery of our requested services to you. For this purpose, we will primarily collect your Name, Surname, ID number, gender, email address, physical address and preferred contact details. 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.
- 4.2. We collect information directly from you where you provide us with your personal details. Where possible, we will inform you what information you are required to provide to us and what information is optional.
- 4.3. Website usage information may be collected using “cookies” which allows us to collect standard internet visitor usage information.
- 4.4. We may further collect your Personal information by means of your: -
 - 4.4.1. subscribing to a newsletter,
 - 4.4.2. registering on a blog or forum,

- 4.4.3. submitting your details via a contact form,
 - 4.4.4. through the use of cookies,
 - 4.4.5. monitoring your accessing and usage of our Website,
 - 4.4.6. sending or receiving e-mails, SMSs or other similar communications.
- 4.5. We do not knowingly collect Personal Information from persons under 18 years of age, without the permission of a parent or legal guardian.

5. HOW WE USE YOUR INFORMATION

- 5.1. We will use your Personal Information for the specific purposes for which it was collected, or as expressly agreed with you.
- 5.2. In addition, where necessary, your information may be collected, processed, used or shared for the following purposes:
- 5.2.1. to gather contact information, to contact or communicate with you;
 - 5.2.2. to provide our services to you;
 - 5.2.3. to confirm and verify your identity, or other Personal Information, for security purposes;
 - 5.2.4. for the detection and prevention of fraud, crime, money laundering or other malpractice; to verify the accuracy of our records;
 - 5.2.5. For accounting, audit and record keeping purposes;
 - 5.2.6. As may generally be required to give effect to your instructions as a client,
 - 5.2.7. To enable our service providers (couriers, tracing agents, correspondents, sheriffs and the like) to provide technical, logistical or other functions on our behalf in the fulfilment of your mandate/instructions to us.
 - 5.2.8. We may, without your express consent, process, use or disclose your Personal Information for any purpose:
 - 5.2.8.1. to law enforcement, government officials, fraud detection agencies or other third parties when we believe in good faith that the disclosure of Personal Information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of this Policy;
 - 5.2.8.2. if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on Fyfer Inc, or to protect and defend our rights or property.
 - 5.2.8.3. where we have a duty or a right to disclose in terms of law or industry codes, or
 - 5.2.8.4. where we believe it is necessary to protect your, or our rights.

- 5.3. Other than as set out in this Policy, we will not share your Personal Information with third parties for marketing or any other purposes without your consent, unless we are required to do so by law.

6. OUR UNDERTAKINGS

6.1. We will: -

- 6.1.1. treat your Personal Information as strictly confidential, save where we are entitled or compelled to share or disclose it as set out in this Policy, per the Act or other applicable law.
 - 6.1.2. take appropriate technical and organisational measures to ensure that your Personal Information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
 - 6.1.3. provide you with access to your Personal Information to view and/or update your personal details;
 - 6.1.4. promptly notify you if we become aware of any unauthorised use, disclosure or processing of your Personal Information;
 - 6.1.5. upon your written request, promptly return or destroy any and all of your Personal Information in our possession or control, save for that which we are legally obliged to retain.
- 6.2. We will not retain your Personal Information longer than the period for which it was originally needed, unless we are required by law to do so, or if you instruct us to retain such information for a longer period.
 - 6.3. Whilst we will do all things reasonably necessary to protect your rights of Privacy, we cannot and do not guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of your Personal Information, whilst in our possession, made by third parties who are not subject to our control, unless such disclosure is as a result of our gross negligence.
 - 6.4. If we are required to transfer your Personal Information beyond the borders of the Republic of South Africa for processing, use or storage, we will ensure that such receiving jurisdiction subscribes to the same level of protection of Personal Information as we are obliged to, before your Personal Information is transferred.

7. YOUR RIGHTS

7.1. Access To Information

- 7.1.1. You have the right to confirm, free of charge, whether or not we hold Personal Information about you;

- 7.1.2. You have the right to request a copy of your Personal Information as collected by us. Such access may however be subject to a payment of a legally permissible and/or prescribed fee.
- 7.1.3. Requests for access are to be addressed to our Information Officer, the details of which are specified herein below, accompanied by proof of payment of the applicable fee, as well as acceptable proof of your identity.

7.2. Correction of Your Information

- 7.2.1. You have the right to request that your Personal Information be updated, corrected or deleted. We will oblige all such requests, insofar as we are lawfully permitted to do so.
- 7.2.2. Such requests are to be addressed to our Information Officer, the details of which are specified herein below, as well as acceptable proof of your identity.

7.3. Objections and Revocation of Consent

- 7.3.1. You have the right to object to the processing of Personal Information held about you.
- 7.3.2. You have the right to revoke any consent given herein, at any time, provided that due notice is given to us.

8. SECURITY

8.1. Our obligation

- 8.1.1. We are legally obliged to provide adequate protection for the Personal Information we hold and to stop unauthorized access and use of Personal Information. We use reasonable organisational, technical and administrative measures to protect Personal Information under our control. Regrettably, it is not possible to guarantee that any data transmission over the Internet or electronic storage system is secure.

8.2. Unauthorised Access

- 8.2.1. It is expressly prohibited for any person, business or entity to gain unauthorised access to any page on our Website, our servers or electronic data storage centres, or to deliver or attempt to deliver any unauthorised, damaging or malicious code thereto.
- 8.2.2. Perpetrators will be prosecuted to the fullest extent possible.

8.3. Information Security

- 8.3.1. We will, on an on-going basis, continue to review our security controls and related processes to ensure that your Personal Information remains secure.
- 8.3.2. Our security policies and procedures cover:
 - 8.3.2.1. Physical security;
 - 8.3.2.2. Computer and network security;
 - 8.3.2.3. Access to Personal Information;
 - 8.3.2.4. Retention and disposal of information;
 - 8.3.2.5. Acceptable usage of Personal Information;
 - 8.3.2.6. Investigating and reacting to security incidents.
- 8.3.3. We will ensure that your Personal Information, if shared with or disclosed to a third-party contractor, will be handled with the same level of protection as we are obliged to.

8.4. Cookies

- 8.4.1. Our Website may make use of “cookies” to automatically collect information and data through the standard operation of the Internet servers.
- 8.4.2. Cookies are alphanumeric identifiers that we transfer to your computer's hard drive through your web browser to enable our systems to recognise your browser and to automatically collect information from your computer such as your IP address and other details about your computer which are automatically collected by our web server.
- 8.4.3. The type of information collected by cookies is not used to personally identify you.
- 8.4.4. You may, upon accessing our Website, elect to accept or disable the use of cookies. However, because cookies may be required for the proper functioning of certain advanced features on our Website, refusing cookies to be installed, may limit your experience.
- 8.4.5. If you do not disable “cookies”, you are deemed to consent to our collection and use of any Personal Information obtained by using such cookies.

8.5. Electronic Communications

- 8.5.1. When you visit our Website or send an email to us (via our Website contact form or otherwise), you consent to receiving communications from us electronically in accordance with this Policy.

9. DISCLAIMER

- 9.1. The use of our Website is entirely at your own risk and you assume full responsibility for any risk or loss resulting from use of the Website or reliance on any information on the Website.
- 9.2. Whilst we take reasonable measures to ensure that the content of the Website is accurate and complete, we make no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.
- 9.3. We disclaim liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with your access to or use of the Website and any content therein unless otherwise provided by law.
- 9.4. Any views or statements made or expressed on the Website are not necessarily the views of Fyfer Inc, its directors, employees and/or agents.
- 9.5. In addition to the disclaimers contained elsewhere on the Website or in this Policy, we also make no warranty or representation, whether express or implied, that the information or files available on the Website are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way. You accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or your hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of Fyfer Inc, its employees, agents or authorised representatives. We thus disclaim all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with your access to or use of the Website.

10. AVAILABILITY AND TERMINATION

- 10.1. We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and are entitled to discontinue providing the Website or any part thereof with or without notice to you.
- 10.2. We may in our sole discretion suspend and modify this Website, with or without notice to you. You agree that we will not be liable to you if we choose to suspend, modify or terminate this Website for any reason.
- 10.3. If you fail to comply with your obligations under this Policy, this may (in our sole discretion with or without notice to you) lead to a suspension and/or termination of your access to the Website without any prejudice to any claims for damages or otherwise that we may have against you.

10.4. We are entitled, for purposes of preventing suspected fraud and/or where we suspect that you are abusing the Website, to blacklist you (including suspending or terminating your access to the Website), without notice to you and we accept no liability which may arise as a result of such blacklisting.

11. GOVERNING LAW AND JURISDICTION

11.1. This Policy, our relationship with you and/or any dispute arising from or in connection with this Policy or the use of our Website will be governed and interpreted in accordance with the laws of the Republic of South Africa.

11.2. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African Courts for purposes of any and all legal proceedings, instituted by either party against the other, arising from this Policy.

12. CHANGES TO THE PRIVACY POLICY

12.1. We may, in our sole discretion, change any of the terms and conditions of this Policy at any time. Any such change will only apply to your use of the Website after the change is published on the Website.

12.2. It is your responsibility to regularly review and familiarise yourself with the provisions contained in this Policy and to make sure that you are satisfied with any changes. If you use the Website after such amendment has been published on the Website, you will be deemed to have accepted such changes. Should you not be satisfied, you must not continue to access or use the Website.

13. NOTICES

13.1. We hereby nominate the address as set out below, as our *domicilium citandi et executandi*. We may change this address from time to time by updating and publishing this Policy.

13.2. Any Notice to us must be sent either by hand, prepaid registered post or email.

14. HOW TO CONTACT US

14.1. If you have any questions or queries about this Policy, you need further information about our privacy practices, wish to give or withdraw consent; exercise preferences or access or correct your Personal Information, please contact us at the numbers/addresses listed below.

Physical Address: Block IV, Visiomed Office Park,
269 Beyers Naude Drive,

Northcliff
Gauteng
Postal Address: P.O. Box 1359,
Cresta 2118
Docex: Docex 92, Randburg
Tel No.: (011) 678 2160
Fax No.: (011) 678 2151
E-mail: dayne@fyferinc.co.za

15. GENERAL

- 15.1. Any failure to enforce any right in terms hereof will not constitute a waiver of that right.
- 15.2. If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- 15.3. No indulgence, extension of time, relaxation or latitude which any party (the "grantor") may show grant or allow to the other (the "grantee") will constitute a waiver by the grantor of any of the grantor's rights and the grantor will not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past, or which might arise in the future.
- 15.4. No warranties or undertakings are valid, unless contained in this Policy.
