

# PRIVACY POLICY

## 1 INTRODUCTION

- 1.1 This Privacy Policy forms part of the Client Agreement which governs the relationship between us in respect of your use of the trading platform made available by us for the purpose of buying and selling shares in BEE Securities.
- 1.2 This Privacy Policy sets forth our policy with respect to the information, including personally identifiable information (“**Personal Information**”), which is collected from you.
- 1.3 The words and phrases defined in the Terms and Conditions, that also forms part of the Client Agreement, shall bear the same meaning herein.
- 1.4 Any reference to “**Velocity**”, “**us**”, “**we**” or “**our**” refers to Velocity Trade Financial Services (Pty) Ltd as more fully defined in the Client Agreement.
- 1.5 We are deemed to be a responsible party in terms of the Protection of Personal Information Act 4 of 2013, as amended, consolidated or re-enacted from time to time, including all schedules and regulations thereof (“**POPI Act**”) and we are bound to comply with the provisions of the POPI Act.

## 2 WHAT IS PERSONAL INFORMATION

“**Personal Information**” is information about you and, in the case of a Black Group, your directors, trustees, members, shareholders and beneficiaries. Personal Information includes, but is not limited to information relating to your –

- 2.1 identity, name, birth date and gender;
- 2.2 black economic empowerment status;
- 2.3 identity number or registration number;
- 2.4 bank account details;
- 2.5 financial affairs and business affairs;

- 2.6 dealings in BEE Securities;
- 2.7 physical address, postal address, email address, phone number and other contact details;
- 2.8 country of citizenship;
- 2.9 children;
- 2.10 dependents and family members;
- 2.11 answers to security questions; and
- 2.12 the way you or your Authorised Representative makes use of the Transaction Platform.

### **3 HOW WE COLLECT INFORMATION**

#### **3.1 Personal Information**

You and your Authorised Representative may give Personal Information to us or we may receive it from other sources. We may receive Personal Information in many ways, these include the information we get when you –

- 3.1.1 complete the Application Process and the BEE Verification Process;
- 3.1.2 submit a Change of Details Form;
- 3.1.3 give us Supporting Documents; and
- 3.1.4 use the Transaction Platform Website; and
- 3.1.5 contact the Transaction Platform Call Centre.

#### **3.2 Non-Personal Information**

When you interact with the Transaction Platform Website, we automatically collect certain personally non-identifiable information ("**Non-Personal Information**"). The Non-Personal Information we collect includes without limitation, your Internet Protocol ("**IP**") address, domain name of your internet

service provider, your approximate geographic location, a record of the Transaction Platform Website pages that you visit, the time of your visits and aggregated Personal Information that cannot be used to specifically identify you. Such information, which is collected passively using various technologies is strictly for statistical purposes and to determine the visitor traffic patterns through the Transaction Platform Website and cannot, in and of itself, be used to specifically identify you.

#### **4 TELEPHONE CALLS**

You agree that we may record all telephone calls to and from the Transaction Platform Call Centre. You also give us permission to use telephone recordings on the same basis that the Personal Information is used in accordance with this Privacy Policy.

#### **5 DISCLOSURE AND USE OF INFORMATION**

5.1 As far as the law allows, you agree and give us permission to –

5.1.1 check Personal Information against the records of other people or companies;

5.1.2 collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share all of the Personal Information and telephone recording, for all purposes relating to the Transaction Platform and the Client Agreement;

5.1.3 share the Personal Information and telephone recordings with other people when performing any activities related to the Transaction Platform;

5.1.4 transfer or store, or both transfer and store, Personal Information and telephone recordings outside South Africa while we are performing the activities related to the Transaction Platform to enable the use of your Personal Information and the telephone recordings in accordance with this Privacy Policy;

5.1.5 do any of the activities above outside of South Africa with Personal Information and telephone recordings, provided that such activities shall comply with this Privacy Policy;

- 5.1.6 appoint and allow people who provide goods or services to us to perform any of the activities referred to in this Privacy Policy;
- 5.1.7 allow the BEE Issuer and their advisers to perform any of the activities referred to in this Privacy Policy for purposes related to the Transaction Platform;
- 5.1.8 share Personal Information and telephone recordings with another person or entity that enters into a Transaction with you, where the Personal Information and telephone recordings relates to the Transaction;
- 5.1.9 share Personal Information and telephone recordings with the FSB or another regulator which Velocity or you are subject to;
- 5.1.10 use Personal Information and the telephone recordings in all other ways that the law allows; and
- 5.1.11 destroy your Personal Information, at our own discretion, upon termination of the Client Agreement.

5.2 There are certain circumstances in which we may disclose, transfer or share your Personal Information with certain third parties without your consent. They are set out below.

5.2.1 Business Transfers

In the event of a corporate sale, merger, reorganization, dissolution or similar event, the assets transferred in terms such sale, merger, reorganization, dissolution or similar event may include your Personal Information. We may also share your Personal Information with our subsidiaries and/or affiliates for purposes consistent with this Privacy Policy and law regulating the use of Personal Information. Our subsidiaries and affiliates will be bound to maintain that Personal Information in accordance with this Privacy Policy.

5.2.2 Agents, Consultants and Related Third Parties

We sometimes engage other companies to perform certain administrative and/or business-related functions which, *inter alia*, include maintaining the database and communications network. When we engage another

company to perform such functions, we may provide them with information, including your Personal Information, in connection with their performance of such functions.

#### 5.2.3 Legal Requirements

We may disclose your Personal Information if required to do so by law or in the good faith belief that such action is necessary (i) to comply with a legal obligation, (ii) to protect and defend the rights or property of Velocity, or (iii) to protect Velocity against legal liability.

#### 5.2.4 Non-Personal Information

As Non-Personal Information cannot be used to personally identify you, we may disclose, transfer or share Non-Personal Information for any lawful purpose.

## 6 CORRECTION OF PERSONAL INFORMATION

You may ask us at any time to correct or confirm any Personal Information if it is wrong or out of date. Please phone the Transaction Platform Call Centre if you need help with this.

## 7 SECURITY MEASURES

7.1 We undertake to ensure that the integrity of your Personal Information provided to us and under our control or in our possession and that such Personal Information is secured in line with this Privacy Policy.

7.2 We have taken appropriate, reasonable technical and organisational measures to prevent –

7.2.1 the loss of, damage to or unauthorised destruction of Personal Information; and

7.2.2 the unlawful access to or processing of Personal Information.

7.3 In the event that we, on reasonable grounds, believe that your Personal Information has been accessed or acquired by any unauthorised person, we, or

any third party processing Personal Information under our authority, will notify you in writing, provided that we can identify you as the holder of the Personal Information that has been compromised can be established.

## **8 CONFIRMATION OF AUTHORITY**

8.1 You promise that you have the authority to accept this Privacy Policy on behalf of your contact person and, in the case of a Black Group, your Authorised Representatives, members, shareholders, trustees, beneficiaries and directors of the Black Group.

8.2 As far as the law allows, if your Authorised Representative, contact person or a member, shareholders, trustees, beneficiaries and directors of the Black Group claims for loss or damages because you did not have authority, we may recover any loss or damages we suffer because of these claims from you.

8.3 This means that you cannot take action against us for using your Personal Information in the way that you have given us permission, even if you or others suffer loss or damages.

8.4 You will also be responsible for any loss or damage we suffer because you did not have the authority and where we relied on your promise that you had authority. For example, if your Authorised Representative, or members, beneficiaries, trustees, directors or shareholders of the Black Group take action against us for using or disclosing their Personal Information in accordance with this Privacy Policy.

## **9 LIMITATION OF LIABILITY**

9.1 As far as the law allows, we are not responsible (liable) if anyone shares or uses your Personal Information or the telephone recordings without our permission or the correct permission.

9.2 As far as the law allows, if your Authorised Representative, or a member of the Black Group claims for loss or damages because anyone shares or uses Personal Information or telephone recordings without our permission or the correct permission, we may recover any loss or damages we suffer because of these claims from you.

- 9.3 It can be dangerous to share Personal Information and to allow the use of Personal information. You agree to share Personal Information with us and accept the risks involved in this.
- 9.4 For example, someone may be able to steal your identity, give your Personal Information to other people, or use your information in a way that could cause loss or damages.
- 9.5 We are not liable when these things happen or when Personal Information is used by someone without permission.
- 9.6 We may also have claims against you and you might have to pay us for any loss or damages we suffer from claims by your Authorised Representative, or a member of the Black Group, because of the unauthorised use of Personal Information.