



**Clientèle**

**CLIENTÈLE GROUP PRIVACY POLICY**



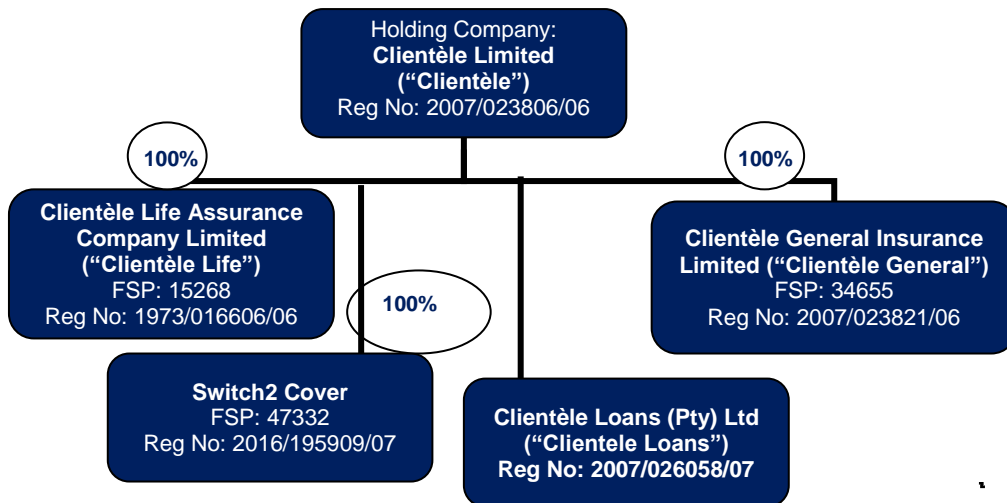
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## 1. Introduction

The Clientèle Group (Clientèle) respects the right to privacy and confidentiality of our potential and existing client’s personal information. This policy extends to all entities and divisions that form part of the Clientèle Group of companies as set out in the Group Organogram below:



The Protection of Personal Information Act describes personal information as information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person. This includes name, contact details, nationality and identity number.

This policy complies with the principles contained in the Electronic Communications and Transaction Act 25 of 2002 (ECT), for electronically collecting personal information and the right to notify data subjects how we handle personal information given to Clientèle as per the Protection of Personal Information Act 4 of 2013 (POPIA).



## **2. Objective**

The objective of this policy is to ensure compliance with the Electronic Communications and Transaction Act 25 of 2002 and the Protection of Personal Information Act 4 of 2013 by:

- Setting out our strategy to uphold the rights to privacy and confidentiality of your personal information.
- Notifying data subjects how we will handle personal information which we obtain on our website or a website linked to Clientèle.

## **3. Policy Application**

### **3.3.1 Consent**

By submitting your details and/or using the website you accept the terms and conditions of the policy and explicitly consent to the collection, use and disclosure of your personal information in the manner described below.

### **3.3.2 Security and Confidentiality**

We understand the value of your personal information and therefore will take all reasonable steps



to protect your personal information from loss, misuse or unauthorised alteration, access or disclosure, by the following:

- a. Your personal information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of your information.
- b. Clientèle uses SSL Web Server Certificates to offer secure communications. At each point where information is captured the secure padlock symbol will appear in your browser showing that all communication is encrypted.
- c. We constantly monitor the latest internet developments to ensure our systems evolve as required. We also test our systems regularly to ensure that our security mechanisms are up to date.
- d. Clientèle does not make any warranties or representations that content shall be entirely safe or secure. We are subject to the Protection of Personal Information Act 4 of 2013, which we comply with.

### **3.3.3 Use of Information Collected**

- a) We may process, transfer and disclose your personal information for the purposes of:
  - Providing you with products or services, and complying with your instructions.
  - Assisting in improving Group entities' services, and providing you with information via mail, telephone or other means about Group entities services. Note that, as permitted by the ECT Act, this website may use personal information collected to compile profiles for statistical purposes and trade in these profiles. No information contained in the profiles or statistics will be able to be linked to any specific user.
- b) You consent that Group entities may share your personal information with third parties for purposes of management and administration of this Website.
- c) In line with the POPI Act, all personal information collected on this website will be only be used for the purpose agreed.
- d) Personal information will only be retained for as long as necessary for the purpose



it was collected and in line with regulations governing the duration information should be kept.

### **3.3.4 Data Collection**

- a) In addition to the personal information you submit, we may collect information about your computer including, where available, your IP address, operating system and browser type for system administration.
- b) We collect aggregated site-visitation statistics using cookies. We do not track individuals' use of the site. When someone visits the site, a cookie is placed on the customer's machine (if the customer accepts cookies) or is read if the customer has visited the site previously.

### **3.3.5 Sharing Your Data for Service Provision**

- a) We may share the personal data you submit or that we collect with third parties involved in the process of providing the products and services you may request.
- b) All service providers are bound by contract to maintain the confidentiality and security of your personal information and are restricted in their use thereof as per this policy.

### **3.3.6 Electronic Communications and Transactions Act**

We subscribe to the principles, outlined in Section 51 of the ECT Act and POPI Act, which govern your right to having your personal information kept private. We briefly outline these principles below:

- We shall only collect, collate, process and store ('use') your personal information with your written permission as set out in this policy, unless legally required to do so, and will only use such information for the lawful purpose for which it is required as set out in this policy.
- We shall disclose in writing, upon request, the specific purpose for which we use, collect and store your personal information. We will also keep a record of that personal information and the specific purpose for which we have used it.



- We will not use your personal information for any purpose, other than that which we disclosed to you herein, unless you give us your express written permission to do so, or unless we are permitted/required to do so, by law.

### **3.3.7 Disclosure of Personal Information**

In accordance with the ECT Act and the POPI Act, we will disclose your personal information without your consent if:

- We are required to do so by law or a court order; or
- If it is in public interest.

### **3.3.8 Third Party Links**

The website may contain links to third party websites or you may be directed to Clientèle through a third party website. If you follow a link to any of these websites, please note that these websites have their own terms and privacy policies and that we do not accept any responsibility or liability for them.

We are not responsible for any representations, information, warranties or content on any website of any third party, we do not exercise control over third parties' privacy policies and you should refer to the policy of any such third party to see how they protect your privacy.

## **4. Changes to Policy**

- a) We reserve the right, in our sole and absolute discretion, to update, modify or amend (including without limitation, by the addition of new terms and conditions) this policy from time to time with or without notice or justification.
- b) You therefore agree to review the policy whenever you visit the website for any such change. Save as expressly provided to the contrary in this policy, the amended version of the policy shall supersede and replace all previous versions thereof.

## **5. Mobile App Terms and Conditions**

These Terms and Conditions shall apply to you if you use the App. In these Terms and Conditions the following words and expressions shall have the following meaning:

- **"App"** means the IFA application that can be downloaded to a mobile device for your usage;
- **"IFA", "we", "us"** and **"our"** refers to IFA, a division of Clientèle Life Assurance Company Limited



(registration number: 1973/016606/06);

- **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002 and all Regulations published thereunder;
- **"non-IFA member"** is someone who is not an active IFA member;
- **"IFA member"** is someone who is an active IFA member (i.e. has paid his/her IFA Business Fee during any given month);
- **"Terms and Conditions"** means the terms and conditions contained in this document and includes those contained in the below Privacy Policy and Disclaimer; and
- **"you", "your" or "yourself"** refers to an IFA member and/or non-IFA member.

Please read these Terms and Conditions carefully as they govern your use of the App and any service accessed through the App.

If you are uncertain and/or do not agree with the Terms and Conditions then you should not accept them. Please note that we will only be able to provide you with the services on the App in the event that you have accepted these Terms and Conditions by clicking on the "REGISTER", "CONFIRM" and/or "ACCEPT" button when downloading the App and by making use of any services through the App.

Moreover, by clicking on the "REGISTER", "CONFIRM" and/or "ACCEPT" button you consent that we may contact you, or send you promotional material or details, about any of our products or services which we think may be of interest to you.

We reserve the right, in our sole discretion, to amend these Terms and Conditions from time to time. You agree to review these Terms and Conditions whenever you access our App in order to familiarise yourself with the most recent and up to date version thereof. The amended version of these Terms and Conditions will supersede and replace all previous versions thereof.

#### **a) IFA App Downloads**

As soon as you have downloaded the App, finalised your registration and made use of any service on the App you will be become bound to these Terms and Conditions.

The App may be installed and used on multiple mobile devices for the sole purpose of accessing the available services.

It remains your sole responsibility to ensure that your mobile device is capable of downloading the App. Although the App may be downloaded free of charge, you remain solely responsible for paying data-related charges and costs levied by your third party network service provider when downloading or making use of the App and/or when you access the IFA website ([www.ifa.co.za](http://www.ifa.co.za)) via the App.

In order to ensure the optimal functioning of the App we recommend that you make use of a mobile device with Android version 5 and up or iOS version 8 and up. Older versions may experience difficulties or have limited App usage available.





You must also check for software updates regularly as these may contain certain important updates for the functioning of the App. It shall be your sole responsibility to delete or remove the App from your mobile device if you transfer or sell such device to a third person and we will not be held liable for any loss or damages incurred should you fail to do so.

**b) Use of Services Via the IFA App**

IFA reserves the right to, within its reasonable discretion, terminate and/or limit your access to the App at any time.

All services, except for “IFA Rewards”, and multi-application capture listed on the App are available for use by IFA members.

Non-IFA members will only be allowed to use the “ABOUT IFA”, “PRODUCTS”, “JOIN NOW”, CONTACT INFORMATION, HELP and/or “FIND US” services. The “IFA Rewards” service will only be available for use by IFA members whom have paid their relevant IFA Business Fee (or as per any other eligibility rules communicated by IFA).

We hereby confirm that the App makes use of third party service providers (i.e. Google Play Store & OneSignal) for operating purposes. On account of the aforementioned, you undertake to familiarise yourself with the electronic “terms of use” of these said third party service providers and agree to adhere thereto at all times and to the fullest extent that same applies to you via your use of the App. Unless expressly indicated to the contrary, calculations and/or prices displayed on the App are approximations only and are intended as guidelines. Subscribing to any service or buying any product via the App is, in addition to these Terms and Conditions, subject to such relevant service’s and/or product’s specific terms and conditions as well as applicable legislation. Links on the App to third party websites are provided for convenience only and may be discontinued at any time. The fact that IFA provides a link to a third party website via the App does not mean that we endorse, authorise or sponsor such a website nor does it indicate that IFA is affiliated to such website's owners or sponsors.

**c) Privacy**

We respect your privacy and therefore any information obtained through your use of the App is subject to the provisions of our Privacy Policy (attached below).

**d) Intellectual Property**

All content made available on the App (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations and software) as well as the compilation thereof belongs to IFA and is protected by South African copyright laws.

Except if expressly permitted in these Terms and Conditions or another written agreement with IFA, no portion of the App may be copied or transmitted via any means whatsoever.

Any unauthorised use, alteration or dissemination of the information or content on the App is prohibited. Nothing on the App should be regarded as granting any license or right to use any IFA trademark without our prior written permission.



IFA does not accept liability for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from the App. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem. Unless expressly indicated to the contrary, all information, products and/or services displayed on, or accessed through, the App is for your personal and non-commercial use only.

#### **e) Privacy Policy**

By using the App you acknowledge and agree to the Privacy Policy of the App which is set out below. The Privacy Policy relates to our collection and use of the personal information you supply to us through your use of the services on the App. This policy accordingly governs the manner in which your personal information will be dealt with by IFA.

Personal information for the purposes of this document means all information specific to you which is provided to us through your use of our App (i.e. information that identifies you). This includes, but is not limited to, the following personal information:

- Your name and surname;
- RSA identity number or date of birth;
- Contact numbers;
- Gender;
- E-mail address.

By using our App you consent to us providing you (via any electronic or telephonic means) with promotional material or details regarding any of our products or services which we think may be of interest to you.

Please note that you will not be allowed to use App or any related services unless you consent to us using your personal information for marketing purposes in the future.

Your privacy is important to us. We will therefore not sell, rent or provide your personal information to unauthorised entities or other third parties, for their independent use, without your consent. If at any stage, after you have given us your consent, you no longer wish that we use your personal information, you may at any stage withdraw your consent by notifying us either telephonically or by email and indicating that you wish to withdraw your relevant consent.

We have the highest regard for the privacy of your personal information obtained through the use of our App and therefore confirm that we will only use your personal information subject to these Terms and Conditions, for the purpose for which it was collected, to positively identify a user when the App is accessed as well as to quote you.

We value the information you choose to provide to us and which we collect from you and will take all



reasonable steps to protect your personal information from loss, misuse or unauthorised alteration. The information we maintain concerning you is stored in databases that have built-in safeguards to ensure the privacy and confidentiality of that information.

In this regard, however, we cannot guarantee the security of any personal information that you disclose through our App. You therefore accept the inherent risk of providing personal information when using our App and will not hold us, our directors, employees or agents responsible for any breach of security.

The following are instances when we will be entitled to disclose personal information obtained from you:

- When any regulatory authority for the various financial sectors requests same;
- To comply with any regulation passed under relevant legislation or any legal process;
- To enforce and protect our rights and property (including intellectual property);
- When you have expressly authorised us to do so.

Please ensure that you have read and understood the provisions of this Privacy Policy before you provide us with your personal information.

#### **f) Disclaimer**

By using the App you acknowledge and agree to the following Disclaimer:

Use of the App and any related products or services shall be governed by, and construed in all respects, in accordance with the laws of South Africa, and subject to the exclusive jurisdiction of the South African courts.

Use of the App or the information, products and services available on this App is at your own risk. Notwithstanding the provisions of sections 43(5) and 43(6) of the ECTA, we accept no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the use and/or reliance upon the information on the App or any actions or transactions resulting there from even if we have been advised of the possibility of such loss, expense, claim or damages.

We are not responsible for any error or delay that may arise as a result of you being unable to access the App or related services due to error on your mobile device, software or third party service provider.

Whilst we will at all times use our best efforts to ensure that our App operates in the manner that it was designed, we cannot warrant that the related services are compatible, or will operate, with your mobile device or any software/hardware that you have on your mobile device.

We make no representation or warranty, whether express or implied, as to the operation, integrity, availability or functionality of our App or as to the accuracy, completeness or reliability of any information obtained from this App.



We also make no warranty or representation, whether express or implied, that the products, information or files available on this App are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardise the operation or content of your mobile device, or your hardware or software.

We accept no responsibility for any errors or omissions on our App.

We may, in our sole discretion, at any time, suspend or terminate the operation of the App or any of the products or services provided in terms of this App, without prior notice. We may also at any time discontinue or disable certain parts of the services available through this App for the purposes of maintenance or upgrades or other causes beyond our control. In the event that these service channels are unavailable as stated, we request that you call our contact centre in order to make necessary changes or make queries on your policy.

All our rights remain reserved.