



**CLEAR LIST PROPRIETARY LIMITED
PRIVACY POLICY**

THIS CLEAR LIST PRIVACY POLICY APPLIES TO HOW WE COLLECT, USE AND PROCESS YOUR PERSONAL INFORMATION WHEN YOU USE THE CLEAR LIST SERVICE AND WEBSITE. PLEASE READ THIS CLEAR LIST PRIVACY POLICY CAREFULLY.

ALL OF THE TERMS AND CONDITIONS IN THE PRIVACY POLICY ARE IMPORTANT, BUT PLEASE PAY SPECIAL ATTENTION TO THE PARTS IN BOXES AND IN BOLD WRITING. THESE PARTS CONTAIN INFORMATION ABOUT TERMS AND CONDITIONS THAT HAVE SPECIAL CONSEQUENCES FOR YOU.

1. Scope of and your agreement to this Privacy Policy

- 1.1 Clear List Proprietary Limited ("**Clear List**" or "**we**" or "**us**" or "**our**") are committed to protecting and respecting your privacy.
- 1.2 This Clear List privacy policy ("**Privacy Policy**") sets out the basis on which any Personal Information we collect from you, or that you provide to us, will be used, stored and processed by us. Please read the following carefully to understand our views and practices regarding your Personal Information and how we will treat it. For purposes of this Privacy Policy, the term "**Personal Information**" shall mean information relating to you, including but not limited to:
 - 1.2.1 information relating to your race, gender, sex, marital status, national, ethnic or social origin, colour, age, disability, language and birth;
 - 1.2.2 any identifying number, symbol, e-mail address, physical address, telephone number or other particular assignment relating to you;
 - 1.2.3 correspondence sent by you that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and

- 1.2.4 your name if it appears with other Personal Information relating to you person or if the disclosure of your name itself would reveal information about you.
- 1.3 This Privacy Policy forms part of our website terms and conditions (the "**Terms**"). By accessing the website, accessible at www.clearlist.co.za (the "**Website**") or using the Clear List service (the "**Service**"), you agree that you have read, understood and agree to be bound by this Privacy Policy.
- 1.4 By agreeing to this Privacy Policy, you provide us with your express consent and agreement that we may collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share your Personal Information in the ways set out in this Privacy Policy. When we do one or more of these actions with your Personal Information, we are "**Processing**" your Personal Information.
- 1.5 If you do not agree with this Privacy Policy, or are concerned about any aspect as it relates to your Personal Information, please do not continue to use the Website or Service.

THIS PRIVACY POLICY FORMS PART OF THE TERMS. BY AGREEING TO THE TERMS, YOU ARE ALSO AGREEING TO THE PRIVACY POLICY. IF YOU DO NOT COMPLY WITH ANY PROVISION OF THE PRIVACY POLICY, THAT WILL BE A BREACH OF THE TERMS. CLEAR LIST MAY HAVE CLAIMS AND OTHER RIGHTS AGAINST YOU UNDER THE PRIVACY POLICY AND THE TERMS.

IN THIS PARAGRAPH 1 YOU EXPRESSLY GIVE YOUR PERMISSION TO US TO COLLECT, COLLATE, PROCESS, SHARE AND USE YOUR PERSONAL INFORMATION IN THE MANNER AND FOR THE PURPOSES SET OUT IN THIS PRIVACY POLICY. BY DOING THIS, YOU KNOW AND ACCEPT THAT YOU ARE GIVING UP CERTAIN PARTS OF YOUR RIGHT TO PRIVACY.

YOU WILL NOT BE ABLE TO TAKE ANY ACTION AGAINST US FOR USING YOUR PERSONAL INFORMATION IN THE WAY THAT YOU HAVE GIVEN US PERMISSION, EVEN IF YOU SUFFER LOSS OR DAMAGE.

2. Information about Clear List

- 2.1 For purposes of the Protection of Personal Information Act No. 4 of 2013 (the "**Act**"), the 'responsible party' is Clear List Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa under registration

number [2015/233012/07] and whose registered address is at [Office 314, 85 Elloff Street, Royal Place Building, Johannesburg].

2.2 Our nominated representative for purposes of the Act is [*insert*].

3. Information we collect about you

3.1 The types of Personal Information that we may collect includes information necessary for our legitimate business interest and the categories of Personal Information identified in the Act. This may include (amongst other things) your name and identity number, e-mail and physical addresses, postal address, contact information, ethnic or social origin, age, views or preferences and the pages of the Website viewed by you.

3.2 We will attempt to limit the types of Personal Information we collect to only that to which you consent and which is necessary for our legitimate business interests.

3.3 With regard to each of your visits to our Website, we may automatically collect the following information:

3.3.1 technical information, including the Internet protocol (IP) address used to connect your computer to the Internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and

3.3.2 information about your visit, including the full Uniform Resource Locators (URL) clickstream to, through and from our Website (including date and time); products you viewed or searched for; page response times, download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks, and mouse-overs), and methods used to browse away from the page and any phone number used to call our customer service number.

3.4 We may receive information about you if you use any of the other websites we operate or the other services we provide. In this case we will have informed you when we collected that information that it may be shared internally and combined with information collected on this Website. We are also working closely with third parties (including, for example, business partners, sub-contractors in technical, payment and delivery services, advertising networks, providers of products and

services, analytics providers, and search information providers) and may receive information about you from them.

4. **Compulsory information and consequences of not sharing with us**

4.1 Only the following information is compulsory:

4.1.1 your e-mail address;

4.1.2 name and surname; and

4.1.3 contact details.

4.2 All other information is optional. If you do not agree to share your compulsory information with us, then you will not be able to make full use of the features on the Website

PARAGRAPH 4 HAS IMPORTANT LEGAL CONSEQUENCES FOR YOU. IN THIS PARAGRAPH, YOU AGREE AND ACCEPT THAT THERE IS CERTAIN COMPULSORY INFORMATION YOU MUST PROVIDE US WITH IF YOU WANT TO ENJOY ALL OF THE FEATURES AND FUNCTIONALITY ON THE WEBSITE.

IF YOU DECIDE NOT TO PROVIDE US WITH SUCH COMPULSORY INFORMATION, YOU AGREE THAT WE MAY LIMIT CERTAIN FEATURES AND FUNCTIONALITY ON THE WEBSITE. YOU WILL NOT BE ABLE TO TAKE ANY ACTION AGAINST US IF YOU SUFFER LOSSES OR DAMAGES IN THESE CIRCUMSTANCES.

5. **When will we collect your Personal Information?**

5.1 Personal information may be collected by us in several ways, including, when:

5.1.1 you register to make use of the content, products and/or services on the Website;

5.1.2 we carry out demographic research;

5.1.3 you contact us via the Website, post or telephone; and

5.1.4 you browse the Website.

5.2 All Personal Information collected by us may be stored by us and used for any of the purposes listed in paragraph 6.

6. How do we use your Personal Information?

6.1 We may use your Personal Information:

6.1.1 to retain and make available to you information on the Website and information about our products and services;

6.1.2 to notify you of the products and services offered by third parties with whom we have contractual relationships;

6.1.3 to notify and authenticate your identity when you view and access the designated area of the Website;

6.1.4 to verify your identity on the Website;

6.1.5 for security, administrative and legal purposes;

6.1.6 for user relations; and

6.1.7 for helping us in any future dealings with you.

7. Sharing of your Personal Information

7.1 We will use all reasonable endeavours not to disclose any of your Personal Information to third parties, except when we have your permission or for purposes of our legitimate business interests.

7.2 You agree that your Personal Information may be shared under the following circumstances:

7.2.1 to our holding companies, subsidiary companies, agents, advisers, service providers and suppliers which have agreed to be bound by this Privacy Policy;

7.2.2 to our employees, contractors and agents if and to the extent that they need to know that information in order to process it for us and/or to provide services for or to us, such as site hosting, development and administration, technical support, financial services such as processing of payments, delivery services, marketing services (only in respect of the Website and Service) and other support services;

- 7.2.3 in order to enforce or apply our terms of use or any other contract between you and us;
- 7.2.4 in order to protect our rights, property or safety or that of our customers, employees, contractors, agents and any other third party;
- 7.2.5 in order to mitigate any actual or reasonably perceived risk to us, our customers, employees, contractors, agents or any other third party;
- 7.2.6 to governmental agencies, exchanges and other regulatory or self-regulatory bodies if we are required to do so by law or if we reasonably believe that such action is necessary to:
 - 7.2.7 comply with the law or with any legal process;
 - 7.2.8 protect and defend the rights, property or safety of us, our affiliates or our customers, employees, contractors and agents or any third party;
 - 7.2.9 detect, prevent or deal with actual or alleged fraud, security or technical issues or the abuse, misuse or unauthorised use of our site and/or contravention of this Privacy Policy;
 - 7.2.10 protect the rights, property or safety of members of the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we may proactively disclose such information to the appropriate regulatory bodies and/or commercial entities).
- 7.3 We may use your Personal Information to compile profiles for statistical purposes and may freely trade with such profiles and statistical data, provided that the profiles or statistical data cannot be linked back to you by a third party.
- 7.4 We will get your permission before disclosing your Personal Information to any third party for any other purpose.

8. Use of cookies

- 8.1 Our Website uses cookies to distinguish you from other users of our Website. This helps us to provide you with a good experience when you browse our Website and also allows us to improve our Website.

8.2 Cookies are pieces of information a website transfers to a user's hard drive for record-keeping purposes. Cookies make surfing the web easier for you by saving your preferences and, tracking your online habits, traffic patterns, and making sure you do not see the same advertisement too often. The use of cookies is an industry standard. We may place a "cookie" on your browser to store and sometimes track information about you.

8.3 While most browsers are initially set up to accept cookies you can reset your browser to refuse all cookies or indicate when a cookie is being sent. Further, please note that some aspects of the Website will not function properly if you refuse cookies.

9. Use of IP address

9.1 An IP address is a number that is automatically assigned to a computer whenever it is connected to the Internet. We log IP addresses, or the location of computers on the Internet.

9.2 We collect IP addresses for the purposes of system administration and to audit the use of the Website. We do not ordinarily link IP addresses to Personal Information, which means that your session may remain anonymous. However, we cannot guarantee that this will always be the case, as it may be necessary to identify a particular user when it is necessary to enforce compliance with the Terms or to protect our Website, its users or other interests.

10. Storage and transfer of your Personal Information

10.1 We store your Personal Information on our servers.

10.2 We reserve the right to transfer to and/or store your Personal Information on servers in a jurisdiction other than South Africa, and such jurisdiction may not have comparable data protection legislation.

10.3 If the location that Personal Information is transferred to does not have substantially similar laws which provide for the protection of Personal Information, we will take reasonably practicable steps to ensure that your Personal Information is adequately protected in that jurisdiction.

PARAGRAPH 10 HAS IMPORTANT LEGAL CONSEQUENCES FOR YOU. IN THIS PARAGRAPH, YOU AGREE THAT WE MAY TRANSFER YOUR PERSONAL INFORMATION TO A COUNTRY

WHICH MAY NOT HAVE COMPARABLE DATA PROTECTION LEGISLATION TO SOUTH AFRICA AND THAT THERE IS RISK ASSOCIATED WITH THIS.

WE DO NOT PROMISE THAT YOUR PERSONAL INFORMATION WILL HAVE THE SAME LEGAL PROTECTIONS IN OTHER COUNTRIES AS MAY APPLY IN SOUTH AFRICA.

11. Security

- 11.1 Unfortunately, the transmission of information via the Internet is not completely secure. Although we try to protect your Personal Information, we cannot guarantee the security of your information in the course of its transmission. Once we have received your information, we will store some of it on our servers and use strict procedures and security features to try to prevent unauthorised access to it.
- 11.2 We take reasonable technical and organisational measures to secure the integrity of retained information, using accepted technological standards to –
- 11.2.1 prevent unauthorised access to or disclosure of your Personal Information;
and
- 11.2.2 protect your Personal Information from misuse, loss, alteration or destruction.
- 11.3 In particular:
- 11.3.1 we usually use encrypted servers which are stored on our premises or in other locations where we operate;
- 11.3.2 we require you to enter a password when logging onto the Website.
- 11.4 You are responsible for keeping your password confidential. Please notify us immediately and change your password if you become aware that your password has or may have become compromised or accessed by an unauthorised person.
- 11.5 From time to time, we review our information collection, storage and processing practices, including physical security measures, to keep up to date with good practice.
- 11.6 We also create a back-up for operational and safety purposes.

- 11.7 Even by taking the above measures when Processing Personal Information, we do not guarantee that your Personal Information is 100% secure.

PARAGRAPH 11 HAS IMPORTANT LEGAL CONSEQUENCES FOR YOU. IN THIS PARAGRAPH CLEAR LIST'S LEGAL RESPONSIBILITIES ARE LIMITED OR EXCLUDED, YOUR RIGHTS AND REMEDIES AGAINST CLEAR LIST ARE LIMITED OR EXCLUDED AND YOU TAKE ON LEGAL RESPONSIBILITIES AND LIABILITIES AND RISKS ON YOU.

YOU KNOW AND ACCEPT THAT THE INTERNET IS NOT ABSOLUTELY SECURE AND THERE IS A RISK THAT YOUR PERSONAL INFORMATION WILL NOT BE SECURE WHEN TRANSMITTING OVER THE INTERNET. WE DO NOT PROMISE THAT WE CAN KEEP YOUR PERSONAL INFORMATION COMPLETELY SECURE OVER THE INTERNET.

YOU ALSO KNOW AND ACCEPT THAT WE DO NOT PROMISE THE COMPLETE SECURITY OF YOUR PERSONAL INFORMATION. YOU WILL NOT BE ABLE TO TAKE ACTION AGAINST US IF YOU SUFFER LOSSES OR DAMAGES IN THESE CIRCUMSTANCES.

12. Retention of your Personal Information

- 12.1 We retain all Personal Information which we collect from you unless there is a valid technical, legal or business reason for us to delete, destroy or de-identify it (“**retained information**”).
- 12.2 We may keep all retained information for as long as you continue to access the Website or the Service for as long as reasonably necessary or until you contact us and ask us to destroy the retained information.
- 12.3 Notwithstanding paragraph 12.2 above and any other provision of this Privacy Policy, we may keep some or all of your Personal Information if and for as long as:
- 12.3.1 we are required by law, a code of conduct or a contract with you to keep it;
 - 12.3.2 we reasonably need it for lawful purposes related to our functions and activities;
 - 12.3.3 we reasonably need it for evidentiary purposes; or
 - 12.3.4 you agree to us keeping it for a specified further period.

13. **Keeping your Personal Information updated and correct**

- 13.1 Where required by law, we take reasonable steps to ensure that your Personal Information is accurate, complete, not misleading, and up to date.
- 13.2 You must let us know if any information we have about you is incorrect, incomplete, misleading or out of date, by notifying us at the contact details set out in paragraph [●] below.
- 13.3 Where required by law, we will take reasonable steps to correct or update the relevant information accordingly having regard to the purpose for which the information was collected or used.
- 13.4 If you contest the accuracy of your Personal Information, we may elect to verify its accuracy and, if we do so, we may restrict the processing of the contested information for a reasonable period while we verify its accuracy.

14. **Changes to our Privacy Policy**

- 14.1 This Privacy Policy may be updated or amended by us at any time in our sole discretion.
- 14.2 If you do not agree with any term or condition in the Terms, this Privacy Policy, or any policies or additional documents we incorporate by reference, or any subsequent changes thereto, you must not continue to use the Website or Service.

15. **Your rights**

- 15.1 You have the right to ask us not to process your Personal Information for marketing purposes. We will usually inform you (before collecting your Personal Information) if we intend to use your data for such purposes or if we intend to disclose your Personal Information to any third party for such purposes. You can exercise your right to prevent such Processing by checking certain boxes on the forms we use to collect your Personal Information. You can also exercise the right at any time by contacting us at [*insert address or email address*].
- 15.2 Our Website may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please

check these policies before you submit any Personal Information to these websites.

16. The use of the Website by children

The Website is not targeted at children under the age of [*insert age*]. We will not knowingly collect Personal Information from persons in this age group. We encourage parents to talk to their children about the use of the Internet and information they disclose to websites.

17. Third party sites

- 17.1 We are not responsible for the privacy practices of a third party site to which there may be a link on the Website or to which you may log in from the Website.
- 17.2 We advise you to read the Privacy Policy of each site which you visit and to determine your privacy settings in accordance with your personal preferences.

PARAGRAPH 17 HAS IMPORTANT LEGAL CONSEQUENCES FOR YOU. IT EXCLUDES OR LIMITS OUR LEGAL RESPONSIBILITIES, LIMITS OR EXCLUDES ANY RIGHTS YOU HAVE AGAINST US AND PLACES LEGAL RESPONSIBILITIES AND LIABILITIES AND RISKS ON YOU.

WE ARE NOT LIABLE IF YOU SUFFER LOSSES OR DAMAGES WHEN VISITING A THIRD PARTY WEBSITE BY FOLLOWING A LINK TO THAT WEB SITE FROM THE WEBSITE. YOU ACCEPT THAT THERE MAY BE RISKS WHEN YOU USE SUCH THIRD PARTY WEBSITES, AND YOU DO SO AT YOUR OWN RISK.

18. Direct marketing

- 18.1 When you register on the Website you will receive marketing communications from us.
- 18.2 You may refuse to accept, require us to discontinue, or pre-emptively block any approach or communications from us if that approach or communication is primarily for the purpose of direct marketing (“**direct marketing communications**”).
- 18.3 You may opt out of receiving direct marketing communications from us at any time by requesting us (in any manner, whether telephonically, electronically, in writing or in person) to desist from initiating any direct marketing to you.

18.4 If you have opted out, we may:

18.4.1 send you written (which may include electronic writing) confirmation of receipt of your opt out request; and

18.4.2 not send you any further direct marketing communications.

18.5 You may (in terms of the Consumer Protection Act, 2008) register a pre-emptive block against direct marketing communications. If you do so, we will not send you direct marketing communications unless you have expressly consented to receiving direct marketing communications from us.

19. **How to protect your Personal Information**

19.1 People have different privacy concerns. Our goal is to be clear about what information we collect so that you can make meaningful choices about what you make available. For example, you may -

19.1.1 control who you share information with, on or via the Website;

19.1.2 set your browser to block all cookies, including cookies associated with our services, or to indicate when a cookie is being sent by us;

19.1.3 request us to indicate what Personal Information of yours we have on our systems;

19.1.4 request us to correct or update your Personal Information (see paragraph 13) or to destroy or delete your Personal Information (subject to paragraphs 12);

19.1.5 object to any unlawful processing of your Personal Information; and

19.1.6 refuse the Processing of your Personal Information for direct marketing purposes (see paragraph 18)

19.2 As far as the law allows, we may charge a fee for attending to any of your requests above and may also refuse to carry out any of your requests in whole or in part.

20. **Consumer Protection Act, Protection of Personal Information Act and other laws**

20.1 If this Privacy Policy or any provision in this Privacy Policy is regulated by or subject to the Consumer Protection Act, the Act or other laws, it is not intended that any provision of this Privacy Policy contravenes any provision of the Consumer Protection Act, the Act or such other laws. Therefore all provisions of this Privacy Policy must be treated as being qualified, to the extent necessary, to ensure that the provisions of the Consumer Protection Act, the Act and such other laws are complied with.

20.2 No provision of this Privacy Policy:

20.2.1 does or purports to limit or exempt us from any liability (including, without limitation, for any loss directly or indirectly attributable to our gross negligence or wilful default or that of any other person acting for or controlled by us) to the extent that the law does not allow such a limitation or exemption;

20.2.2 requires you to assume risk or liability for the kind of liability or loss, to the extent that the law does not allow such an assumption of risk or liability; or

20.2.3 limits or excludes any warranties or obligations which are implied into this Privacy Policy by the Consumer Protection Act (to the extent applicable), the Act (to the extent applicable), or other applicable laws or which we give under the Consumer Protection Act (to the extent applicable), the Act (to the extent applicable), or other applicable laws, to the extent that the law does not allow them to be limited or excluded.

21. **Governing Law**

The contents of this Privacy Policy shall be governed by and construed in accordance with South African law.

22. **Queries**

If you have questions about our Privacy Policy, please contact us on 0214182630 or info@clearasset.co.za