

ADDENDUM FUNDING SOLUTIONS PLATFORM – PRIVACY POLICY

1 Introduction

- 1.1 This is the Privacy Policy of the Funding Solutions Division of Addendum Financial Technologies (Pty) Ltd (**Addendum**), referred to in the [Platform Terms](#) and [Authorised Representative Terms](#), which applies to the personal information of Users and Authorised Representatives who use the funding solutions platform (**Platform**), available at platform.addendum.co.za.
- 1.2 Addendum respects Users' and Authorised Representatives' privacy rights and takes all reasonable measures to comply with all applicable laws in respect of the handling of personal information, including collection, use, storage, sharing and disposal thereof.
- 1.3 This Privacy Policy aims to help Users and Authorised Representatives understand how Addendum handles personal information when Users and Authorised Representatives use the Platform.
- 1.4 This Privacy Policy does not apply to any third-party websites which may be accessible through links on the Platform. Addendum makes no representations or warranties about the privacy practices of any third party and does not accept any responsibility for the privacy practices of, or content displayed on, third-party websites. Third-party website providers are solely responsible for informing Users and Authorised Representatives about their own privacy practices.

2 Responsible party

- 2.1 Addendum is the responsible party as defined in the Protection of Personal Information Act, 2013 (**POPI**) and is responsible for the processing of personal information of Users and Authorised Representatives in terms of this Privacy Policy. Addendum's contact details are set out in clause 15 below.

3 Changes to Privacy Policy

Addendum reviews its policies regularly and occasionally may need to change or update them. Any updated versions of this Privacy Policy will be posted on the Platform and will be effective from the date of posting. Where practical, and at Addendum's discretion, notice of the change will be displayed on the Platform as a pop-up message. Users and Authorised Representatives may not be able to conclude transactions on the Platform if they fail to acknowledge this notice in the pop-up message. This Privacy Policy was last reviewed and updated on 30-07-2021.

4 What personal information does Addendum handle?

- 4.1 When used in this Privacy Policy, the term "personal information" has the meaning given to it in **POPI**. Generally speaking, personal information is any information that can be used to personally identify a natural or juristic person.
- 4.2 Personal information that Addendum collects when Users and Authorised Representatives register for and use the Platform, may include the Users' and Authorised Representatives' names, addresses, registration / VAT / identity numbers, contact details, and any other information relating to Users and Authorised Representatives which Addendum lawfully receives and which may be relevant to the use of the Platform.
- 4.3 If the information that Addendum collects personally identifies Users and Authorised Representatives, or Users and Authorised Representatives are reasonably identifiable from it, Addendum will treat it as personal information.

5 How does Addendum collect personal information from Users and Authorised Representatives?

Addendum collects Users' and Authorised Representatives' personal information directly from Users and Authorised Representatives in various ways, namely:

- (1) prior to registration on the Platform when collating information to be provided to a third party in response to a User's request (such as when assisting a corporate User in setting up a CSDP

account in order to register on the Platform);

- (2) through their registration for, access to and use of the Platform; and
- (3) when Users and Authorised Representatives communicate with Addendum in any way.

6 What happens if a User or Authorised Representative fails to provide personal information?

If Users and Authorised Representatives do not provide Addendum with personal information where Addendum requires it, Addendum may not be able to grant access to the Platform to those Users and Authorised Representatives.

7 For what purposes does Addendum process User and Authorised Representative personal information?

Addendum stores Users' and Authorised Representatives' personal information in a database and processes it for the purposes of:

- (1) auditing and managing the use of its Platform;
- (2) meeting legal or other regulatory obligations imposed on it;
- (3) updating its records;
- (4) enabling Users and Authorised Representatives to use the Platform, and in general performing the agreement Addendum is about to enter into or have entered into with the User; and
- (5) processing and responding to any complaints.

8 Who does Addendum disclose User and Authorised Representative personal information to?

8.1 Addendum may disclose User and Authorised Representative personal information to:

- (1) its employees, affiliates, contractors or third party service providers in connection with the Platform and the services that it provides, including to its information technology service providers;
- (2) any third parties that it engages with on behalf of a User or Authorised Representative (or with whom a User or Authorised Representative engage directly) in connection with the Platform, including Strate Limited and any associated central securities depository participants;
- (3) its insurers and our professional advisors, including its accountants, business advisors and consultants;
- (4) new colleagues and the manager of any entity through which they operate if Addendum merges, combines or divests a part of its business;
- (5) law enforcement or regulatory bodies as required by law; and
- (6) any other juristic or natural person for any authorised purpose with the express consent of the relevant User and/or Authorised Representative.

8.2 Addendum may disclose certain personal information in terms of clause 8.1 relating to a User to other Users for purposes of concluding transactions and to Strate Limited (and associated banks and other third parties) for purposes of settlement of transactions.

8.3 Where Confidential Information includes personal information relating to Users and Authorised Representatives, Addendum may disclose such information in the circumstances listed in the Platform Terms.

9 Does Addendum disclose Users' and Authorised Representatives' personal information to anyone outside South Africa?

9.1 User and Authorised Representative personal information may need to be transferred to, or stored with,

Addendum's third-party suppliers and service providers, such as hosting or information technology service providers, located outside of South Africa for some of the purposes listed above. Currently the Platform is hosted outside South Africa and regulated by European data privacy laws and therefore is subject to the same or higher levels of protection as those that exist in South Africa.

- 9.2 Where User and Authorised Representative personal information is transferred outside of South Africa, the rights of Users and Authorised Representatives will continue to be respected and Addendum will take all reasonable steps to ensure transferred personal information is kept secure and receives a similar level of protection as that which it receives in South Africa. By using the Platform, the User or Authorised Representative agrees to not being notified of details regarding the level of protection afforded to their information in the relevant country/countries.

10 **Marketing**

- 10.1 Addendum may use Users' and Authorised Representatives' personal information to send Users and Authorised Representatives details of:

- (1) the Platform
- (2) new products and services similar to the Platform; and
- (3) products or services that are similar to the ones the User or Authorised Representative contacted Addendum about or purchased,

provided that the relevant User and Authorised Representative has not opted out of receiving such promotional material.

- 10.2 Addendum will seek Users' and Authorised Representatives' consent before sending details of different products and services.

- 10.3 Addendum's communications may be sent in various forms (including by post and by email) in accordance with applicable marketing laws. If Users and Authorised Representatives indicate a preference for a method of communication, Addendum will endeavour to use that method where it is reasonably practical to do so.

- 10.4 All of these communications will include information detailing the process of unsubscribing from (or opting out of) receiving the communications if Users and Authorised Representatives no longer wish to receive promotional material from Addendum. Where a User or Authorised Representative has opted out of receiving such promotional material from Addendum, this will not apply to personal information provided to Addendum as a result of a product/service subscription, product/service experience or other transactions.

11 **Cookies on the Platform**

- 11.1 When Users and Authorised Representatives visit the Platform, Addendum may make use of "cookies" to automatically collect information and data about Users and Authorised Representatives. "Cookies" are small text files used by websites or other platforms to recognise repeat users, facilitate the user's on-going access to and use of a website or other platforms and allow the website or other platform to track usage behaviour and compile aggregate data that will allow the website or platform operator to improve the functionality of the website or platform and its content. The type of information collected by cookies is not used to personally identify Users and Authorised Representatives. If Users and Authorised Representatives do not want information collected by means of cookies, they may disable the use of cookies in their web browser. Cookies may, however, be necessary to provide Users and Authorised Representatives with certain features available on the Platform, and if Users and Authorised Representatives disable cookies they may not be able to use those features, and their access to the Platform will be limited.

- 11.2 As the Platform is accessible via the internet, and the internet is inherently insecure, Addendum cannot provide any assurance regarding the security of the transmission of information Users and Authorised Representatives communicate to Addendum online. Addendum also cannot guarantee that the information Users and Authorised Representatives supply will not be intercepted while being transmitted. Accordingly, any personal information or other information which Users and Authorised Representatives transmit to Addendum online is transmitted at their own risk.

12 Security and data quality

12.1 Addendum may hold Users' and Authorised Representatives' personal information in either electronic or hard copy form. In both cases Addendum takes reasonable and appropriate steps to ensure that the personal information is protected from misuse and loss and from unauthorised access, modification or disclosure.

12.2 Personal information is destroyed or de-identified when no longer needed or when Addendum is no longer required by law to retain it (whichever is the later).

13 What rights does a User and Authorised Representative have in respect of their personal information?

Users and Authorised Representatives have the following rights under POPI. If you wish to exercise any of these rights, please contact us directly using the details set out in clause 15 below.

13.1 Collection of personal information

(1) When a User's or Authorised Representative's personal information is collected, they have the right to be informed that their information is collected and where the information is not collected from them, they have the right to be informed of the source from whom/which it is collected.

13.2 Access and correction of personal information

(1) Users and Authorised Representatives may contact Addendum at any time requesting:

(a) confirmation that Addendum has their personal information;

(b) access to the records containing their personal information or a description of the personal information that Addendum holds about them; and

(c) the identity or categories of third parties who have had, or currently have, access to their personal information.

(2) When making a request Addendum requires adequate proof of the Users' or Authorised Representatives' identity which will include providing a certified copy of their identity / registration documents.

(3) Addendum will try to provide Users and Authorised Representatives with suitable means of accessing information, where Users and Authorised Representatives are entitled to it, by for example, posting or emailing it to them.

(4) There may be instances where Addendum cannot grant Users and Authorised Representatives access to their personal information. For example, if their access would interfere with the privacy of others or would result in a breach of confidentiality, Addendum may need to refuse access. If Addendum refuses access, it will give written reasons for its refusal.

(5) If Users and Authorised Representatives believe that any personal information that Addendum holds about them is inaccurate, irrelevant, outdated, incomplete or misleading, Users and Authorised Representatives may request Addendum to correct it. If Users and Authorised Representatives believe that any personal information that Addendum holds about them is excessive or has been unlawfully obtained or that Addendum is no longer authorised to retain the information, Users and Authorised Representatives may request that Addendum destroys or deletes it. Addendum will consider if the information requires correction, deletion or destruction and if Addendum does not agree that there are grounds for action, Users and Authorised Representatives may request that Addendum adds a note to the personal information stating that the User or Authorised Representative disagrees with it.

(6) The User or Authorised Representative may confirm, free of charge, whether Addendum holds any of their personal information, and to the extent that Addendum does hold such information, request a copy or description of that record for a prescribed fee.

13.3 Unlawful access to Users' and Authorised Representatives' personal information

- (1) If Users and Authorised Representatives believe that their personal information has been unlawfully accessed or acquired, they may contact Addendum using the contact information below and provide details of the incident so that Addendum can investigate it.
- (2) Addendum will treat Users' and Authorised Representatives' complaints confidentially (unless otherwise required by law), investigate those complaints and aim to ensure that those complaints are resolved within a reasonable time.

13.4 Destruction or deletion of personal information

- (1) A User or Authorised Representative may ask Addendum to delete or remove their personal information where there is no good reason for Addendum continuing to process it.
- (2) A User or Authorised Representative also may ask Addendum to delete or remove their personal information where they have successfully exercised their right to object to processing (see below), where Addendum may have processed their personal information unlawfully or where Addendum is required to delete personal information to comply with the law.
- (3) Note, however, that Addendum may not always be able to comply with a User's or Authorised Representative's request of destruction or deletion for specific legal reasons which will be notified to the User or Authorised Representative, if applicable, at the time of the request.

13.5 Objection to processing personal information

- (1) A User or Authorised Representative may object to Addendum's processing of their personal information where Addendum is relying on a legitimate interest (or those of a third party) and there is something about the User's or Authorised Representative's particular situation which makes them want to object to processing on this ground.
- (2) A User or Authorised Representative may also object where Addendum is processing their personal information for direct marketing purposes. In some cases, Addendum may demonstrate that it has compelling legitimate grounds to process personal information which overrides the User's or Authorised Representative's right to object to processing.

13.6 Restriction of processing personal information

- (1) The User and Authorised Representative may ask Addendum to suspend the processing of their personal information in the following scenarios:
 - (a) If they want Addendum to establish the information's accuracy.
 - (b) Where Addendum no longer needs the information for the purpose for which the information was initially collected but Addendum needs it for purposes of proof.
 - (c) Where Addendum's use of the information is unlawful but the User or Authorised Representative does not want Addendum to erase it.
 - (d) If the User or Authorised Representative wants to transmit their personal information into another automated processing system.

13.7 Withdrawing consent

- (1) The User and Authorised Representative may withdraw their consent at any time where Addendum is relying on consent to process their personal information. However, this will not affect the lawfulness of any processing carried out before the User or Authorised Representative withdraws their consent.
- (2) If the User or Authorised Representative withdraws their consent, Addendum may not be able to grant access to the Platform to such User or Authorised Representative. Addendum will advise the User or Authorised Representative if this is the case at the time they withdraw their consent.

13.8 Submitting a complaint to the Information Regulator (South Africa's personal information protection authority)

- (1) Users and Authorised Representatives have a right to submit a complaint to the Information Regulator regarding an alleged interference with the protection of their personal information. Addendum would however encourage you to reach out to us to assist in resolving your concerns in the first instance.

13.9 Instituting civil proceedings

- (1) Users and Authorised Representatives have a right to institute civil proceedings regarding an alleged interference with the protection of their personal information. Addendum would however encourage you to reach out to us to assist in resolving your concerns in the first instance.

14 **Changes to Users' and Authorised Representatives' personal information**

Should Users' and Authorised Representatives' personal information change, please inform Addendum and provide Addendum with all changes as soon as reasonably possible to enable Addendum to update the personal information.

15 **Contact information**

If Users and Authorised Representatives have any questions about this Privacy Policy or any general concerns or if Users and Authorised Representatives would like to lay a complaint regarding the treatment of their personal information or a possible breach of their data privacy, they may contact Addendum using the details set out below.

Tel: 021 100 4302

Email: fssupport@addendum.co.za or info.officer@addendum.co.za