



**SHAPING
CHAMPIONS**

POWERED BY
AFFINITY HEALTH &
THE 100 PERCENT
FOUNDATION

PRIVACY POLICY

TERMS AND CONDITIONS OF USE

Use of all the Company Directives constitutes your agreement to the following:

1. All content in this document is the property of the Company.
2. The Company refers to entities affiliated with, subsidiary to or directly associated with and managed through or by the Company.
3. The content, therefore, belongs to the Company and is protected by South African and international copyright laws. All rights in this regard are reserved.
4. This document may not be modified, copied, distributed, transmitted, reproduced, published, transferred, or sold.
5. Use of this document is conditional on acceptance by the user of these terms and conditions and the information contained herein.
6. Where the context so indicates, the masculine pronoun shall include the feminine and the neuter, and the singular shall include the plural.
7. The terms “natural person” and “juristic entity” can be utilised interchangeably to afford the intended meaning to be conveyed based on the context indicated.

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1. INTRODUCTION

1.1. PURPOSE AND OBJECTIVES

Legislation and Regulations promulgated in terms of The Protection of Personal Information Act 4 of 2013 ensures that, when giving us your personal information, we are to abide by strict conditions. To this end, we have drafted this Privacy Policy, to which you consent by clicking “I Agree” on the home page.

The Company (“we,” “us” or “our”), collects information that we have been entrusted with. To show our commitment and dedication to protecting your right to privacy we have adopted this Privacy Policy. The purpose of this Privacy Policy is to ensure that we have the stringent processes in place to collect, process and share your personal information in a manner that is ethical and compliant.

2. POLICY

2.1. INFORMATION WE COLLECT

- i. To conduct our business efficiently and to provide you with products, services and advice that meets your needs, it is necessary for us to collect personal information.
- ii. The personal information collected, enables us to identify who an individual is for the purpose of our business; share personal information when required and permitted; contact the individual in the ordinary course of business and transact with the individual.
- iii. Information that we may collect includes, but is not limited to:
 - a. **Personal Information:** We may collect personal details such as your name, location, date of birth, nationality, family details and other information defined as “Personal Information” in the Privacy Act that allows us to identify who the individual is;
 - b. **Contact Information:** We may collect information such as your email address, telephone & fax number, third-party usernames, residential, business, and postal address, and other information that allows us to

- contact the individual;
- c. **Financial Information:** We may collect financial information related to you such as any bank or credit card details used to transact with us and other information that allows us to transact with you and/or provide you with our services;
 - d. **Statistical Information:** We may collect information about your online and offline preferences, habits, movements, trends, decisions, associations, memberships, finances, purchases, and other information for statistical purposes; and
 - e. **Information you send us:** We may collect any personal correspondence that you send us, or that is sent to us by others about your activities.
- iv. We may collect other personal information, which we will maintain in accordance with this Privacy Policy.
 - v. We may also collect non-personal Information about you such as information regarding your computer, network, and browser. This may include your IP address. Where non-personal Information is collected the POPI shall not apply.
 - vi. To ensure that the personal information we receive, and hold is accurate, we obtain the personal information directly from you.
 - vii. When providing us with your dependent's, or spouse's details, you acknowledge that you are aware that we process and store their personal information and that you are duly authorised to share their personal information.

2.2. TERMS

- i. When making use of our website, it is done so at your own risk and your choice.
- ii. We will not collect, process, store or share your personal information without obtaining consent, unless we are legally required to do so.
- iii. We will only request, collect, process, or store your personal information if it is lawful for us to do so.
- iv. We will keep a record of your personal information only for the purpose for which it is intended.
- v. We will endeavour to ensure that your personal information is kept confidential

and secure, by storing it on our secure database whilst ensuring we abide by any legislation or regulation relating to how we store your personal information.

- vi. We keep all recorded financial information strictly confidential and will destroy same upon your written request.
- vii. We take reasonable and necessary precautions to secure your transactions on our website but cannot guarantee the confidentiality of your transactions.
- viii. We will not be held legally responsible for any personal information that you reveal to someone else (a third party), that has a link on our website. It is important that you refer to that third party's privacy policy before you reveal any of your personal information to us or them.
- ix. Our website may make use of cookie and tracking technology. This allows us to track the number of visitors to our website and understand how visitors use it. Personal information cannot be collected using cookies.
- x. We may use your information for marketing inside our company and we may send you promotional material or information that may be of interest to you.
- xi. This privacy policy may be changed from time to time without any notice to you. Every time you use our website, you are automatically bound to the privacy policy that is current at that point in time.

2.3. DISCLAIMER

- i. Our website gives you access to information about us, our products, and our services. If you use this website, it means that you understand and accept this disclaimer.
- ii. We have made every effort to make sure that information on this website is up to date and accurate. We cannot, however, guarantee the accuracy or validity of all the information on our website.
- iii. The content of the website is provided without us providing any express or implied guarantees to you. We do not guarantee that it is appropriate or suitable for any particular purpose to you; that it is complete or accurate; or that it or any hardware on which it is stored is virus- or harmful code-free.

- iv. We have made every effort to protect our website against viruses and other harmful code. However, we cannot promise you that our website is free of such viruses and code, which could corrupt or infect your system or device.
- v. Any information available on this website does not constitute advice as defined in the Financial Advisory and Intermediary Services Act, 2002. It is your responsibility to get professional advice to determine whether any information taken from this website will suit your personal circumstances.
- vi. We are not legally responsible, in any way, for damages you may experience from using our website. This includes, but is not limited to, any direct, indirect, special, or consequential loss suffered by you or any third party that may arise, directly or indirectly, to the use of, or reliance upon, any content displayed on the website.
- vii. While we are committed to providing an excellent service. We are not responsible for interrupted, delayed, or failed transmission, storage, or delivery of information due to a power failure, natural disaster, fire, labour unrest or any other cause beyond our control.
- viii. We may, in good faith, provide links that appear useful to all users of our website. This does not mean, however, that we support these websites or endorse the products and/or services offered on them. We accept no responsibility for the content or use of such websites, or the information contained on them.
- ix. Unless otherwise stated, all content on this website remains the intellectual property right of our company. This means that you are not allowed to use anything contained on our web pages, electronic or written publications or any other media and/or words, phrases, names, designs, or logos without our express written permission.
- x. All information available on our website (including information on products and services, and their terms and conditions), is subject to change without notice to you.
- xi. The laws of South Africa and the jurisdiction of the South African courts shall apply to any dispute you may have with us.

2.4. THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013 (POPI)

- i. In terms of POPI, a “responsible party” (in this case being the Company) has a legal duty to process a “data subject’s” personal information (in this case being your personal information and related details) in a lawful, legitimate, and responsible manner. To discharge this duty, the Company requires your express and informed permission to process your personal information.
- ii. In terms of S11 (3) of POPI, you have the right to object in the prescribed manner to which we process your Personal Information. On receipt of your objection, we will place a hold on any further processing until the cause of the objection has been resolved.
- iii. POPI requires that all your personal information and related details supplied, are complete, accurate and up to date. Whilst we will always use our best endeavours to ensure that your Personal Information is reliable, it will be your responsibility to advise us of any changes to your personal information, as and when these may occur.
- iv. Once the Protection of Personal Information Act 4 of 2013 comes into full effect, we shall comply fully with the provisions thereof in relation to the subject matter of this privacy policy and shall make any necessary change to their systems to ensure compliance.

3. DEFINITIONS, ACRONYMS, ABBREVIATIONS AND TERMS

The terms in this document should be interpreted as meaning:

No	Term/Acronym/Abbreviation	Definition
(i)	POPI	The Protection of Personal Information Act 4 of 2013.
(ii)	Personal Information	information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person.
(iii)	PAIA	Promotion of Access to Information Act 2 of 2000

4. AMENDMENTS AND PROPOSED CHANGES

The Compliance Department is the owner of the policy and is therefore responsible for ensuring that the information in this directive is kept up to date.

Any required amendments, adjustments and proposed changes must be channelled through the Head of Compliance for review prior to approval.

The Governance Department is responsible for the administration of all Company Directive Frameworks and supporting documentation. Only the latest approved version of Company directives, available from the Governance Department, may be used by employees and stakeholders.