



REALFIN

Protection of Personal Information Act: Client Privacy Notice

1 INTERPRETATION

- 1.1 In this Notice, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**the Act**” means the Protection of Personal Information Act No. 4 of 2013;
- 1.1.2 “**Client**” means the any person who accesses the Website or any other electronic mediums developed or issued by Realfin, or any person who contacts or otherwise deals with Realfin;
- 1.1.3 “**Content**” means, but is not limited to text, graphics, icons, links and other similar material on the Website;
- 1.1.4 “**Intellectual Property**” means rights in and in relation to any patent, design, trade mark, trade or business name (including all goodwill associated with any trade mark, or any trade or business name), rights in get-up, copyright (including rights to derivative works), database, domain name, circuit, design, and/or utility model, and including in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, registered or unregistered;
- 1.1.5 “**Notice**” means the client privacy notice contained in this document;
- 1.1.6 “**Personal Information**” means information relating to the Client, including but not limited to –
- 1.1.6.1 views or opinions of the Client or of another individual about the Client;
- 1.1.6.2 information relating to the Client’s race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth; education, medical, financial, criminal or employment history; names, identity number and/or any other personal identifier;
- 1.1.6.3 including any number(s), which may uniquely identify a Client, account or client number, password, pin code, numeric, alpha, or alpha-numeric design or

- configuration of any nature, symbol, e-mail address, domain name or IP address;
- 1.1.6.4 physical address, cellular phone number, telephone number or other particular assignment;
- 1.1.6.5 blood type, fingerprint or any other biometric information;
- 1.1.6.6 personal opinions, views, or preferences;
- 1.1.6.7 correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and
- 1.1.6.8 corporate structure, composition and business operations (in circumstances where the Client is a juristic person) irrespective of whether such information is in the public domain or not;
- 1.1.7 **“Processing”** means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, testing of, retrieval, alteration, consultation or use; dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or merging, linking, blocking, degradation, erasure or destruction; and **“Process”** has a corresponding meaning;
- 1.1.8 **“Realfin”** means, collectively, -
- 1.1.8.1 Realfin Holdings (Pty) Ltd, registration number 2015/017244/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.1.8.2 Realfin Collective Investment Schemes (RF) (Pty) Ltd, registration number 2013/170284/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.1.8.3 Realfin Fund Services (Pty) Ltd, registration number 2015/017268/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa;
- 1.1.8.4 Realfin Trustee Services (Pty) Ltd, registration number 2007/007405/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa,
- or any one of them, as the context may indicate;
- 1.1.9 **“Website”** means Realfin’s website, found at www.realfin.co.za;

- 1.1.10 words importing the singular shall include the plural and *vice versa*;
- 1.1.11 words importing natural persons includes legal persons and partnerships and *vice versa*;
- 1.1.12 any reference to an enactment is to that enactment as at the date hereof and as amended or re-enacted from time to time;
- 1.1.13 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.2 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Agreement, notwithstanding that it is only contained in this interpretation clause.
- 1.3 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of this Notice, shall not apply.

2 INTRODUCTION

Realfin respects the Client's privacy and is committed to protecting the Client's right to privacy and data protection. Realfin has a legal duty to protect any Personal Information or data collected from the Client, in terms of the Act. This Notice sets out the ways in which the Client's Personal Information is obtained and stored by Realfin, and the conditions on which Realfin may use that Personal Information.

3 PERSONAL INFORMATION

- 3.1 The Client hereby agrees that by submitting Personal Information or using the Website, the Client consents to the Processing of Personal Information submitted to Realfin in accordance with this Notice. The Client warrants that the information provided to Realfin is correct and accurate, and in the event that the Client is providing Personal Information in respect of a third party, that (s)he is authorised to do so.
- 3.2 General

Realfin shall –
 - 3.2.1 only Process Personal Information in accordance with the applicable laws and in terms of this Notice;
 - 3.2.2 take reasonable steps to confirm the Client's identity before providing details of the Client's Personal Information, and before making changes to any Personal Information;

- 3.2.3 not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and employees) other than authorised personnel or third parties who require access to such Personal Information strictly in order for Realfin to operate the Website or to provide services to the Client, unless the Client has provided its prior written consent to Realfin to do so;
 - 3.2.4 put in place suitable physical, electronic, and managerial procedures to safeguard and secure the Personal Information collected from the Client;
 - 3.2.5 continuously review the security controls and processes;
 - 3.2.6 ensure that all persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information; and
 - 3.2.7 take appropriate, reasonable, technical and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control and that such Personal Information is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.
- 3.3 Purpose for collection of the Client's Personal Information
- 3.3.1 Personal Information submitted on the Website or by any other communication will be used for the purposes specified herein.
 - 3.3.2 The Client hereby consents to the use of his/her Personal Information for the following purposes -
 - 3.3.2.1 to provide services and products to the Client, to carry out the transactions requested by the Client, and to maintain the relationship between the Client and Realfin;
 - 3.3.2.2 for identification and verification requirements in terms of the Financial Intelligence Centre Act No. 38 of 2001;
 - 3.3.2.3 for the detection and prevention of fraud, crime, money laundering or other malpractice;
 - 3.3.2.4 to confirm and verify the Client's identity or to verify that the Client is the authorised individual to transact with Realfin;
 - 3.3.2.5 to improve Realfin's services to the Client;
 - 3.3.2.6 to provide such information to service providers who are involved in the delivery of investment products or services;
 - 3.3.2.7 for operational purposes;

- 3.3.2.8 for audit and record keeping purposes;
- 3.3.2.9 in connection with legal proceedings;
- 3.3.2.10 to comply with legal and regulatory requirements or industry codes to which Realfin subscribes or which so apply to Realfin; and
- 3.3.2.11 when it is allowed in accordance with the provisions of the Act.

3.3.3 Realfin stores Personal Information and other data for as long as it is necessary to provide products and services to the Client and others, including but not limited to those described above.

3.4 Notification of a Personal Information security breach

3.4.1 Realfin shall –

3.4.1.1 notify the Client in writing, immediately when it becomes aware or has reasonable grounds to believe that the Personal Information of a Client has been accessed or acquired by an unauthorised person and shall take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;

3.4.1.2 as soon as reasonably possible thereafter, engage with any persons who may be appointed by Realfin to discuss the security breach, to report all relevant facts relating to the compromise and steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise; and

3.4.1.3 provide the Client with details of the Personal Information affected by the compromise, including but not limited to, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorised person/s who are known to or who may reasonably be suspected of, having accessed or acquired the Personal Information.

3.4.2 Immediately upon notifying the Client, Realfin shall -

3.4.2.1 at its own cost, take all necessary steps to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of the Personal Information; and

3.4.2.2 implement all measures reasonably necessary to restore the integrity of Realfin's information system.

3.5 Cookies

3.5.1 Cookies may be used by Realfin to understand the Clients of the Website better. Cookies allow Realfin to understand who has seen certain pages and advertisements to determine how frequently particular pages are visited and to determine the most

popular areas of the Website. Depending on the type of cookies used, cookies also allow Realfin to make the Website more user friendly.

3.5.2 The Client is entitled to adjust its browser so that cookies are not accepted. Should the Client do this, he/she will still be able to browse the Website, but the functions (if applicable) that allow the Client to access an existing account or page that requires a Client name or password, may not be available.

3.5.3 Cookies do not contain Personal Information. Realfin does not exchange cookies with any third-party websites or external data suppliers.

3.5.4 Realfin shall only keep cookies for the duration of the Client's visit to the Website, except where the Client elects to save login information.

3.6 Disclosures

3.6.1 Realfin may disclose information about the Client to any of its employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary in order to provide services to the Client and as further set out herein.

3.6.2 In addition, Realfin may disclose information about the Client -

3.6.2.1 to the extent required to do so by law, industry codes or public interest;

3.6.2.2 where it is necessary to protect Realfin's rights;

3.6.2.3 in connection with any legal proceedings or prospective legal proceedings;

3.6.2.4 in order to establish, exercise or defend its legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and

3.6.2.5 to the purchaser (or prospective purchaser) of any business or asset, which Realfin contemplates selling.

3.6.3 Occasionally third parties may provide information Processing services to Realfin. In those circumstances those third parties shall be required to enter into a non-disclosure agreement or any other agreement with reference to the protection of Personal Information on no less stringent terms than found herein and to process and protect a Client's Personal Information in accordance with Realfin's instructions.

3.7 Direct Marketing

3.7.1 In order to provide the Client with ongoing financial services, Realfin may use the Client's Personal Information to keep the Client informed about other financial products and services which may be of interest to the Client.

- 3.7.2 The Client may at any time opt out of receiving any further communications of such nature by emailing Realfin at any time to the following email address: clientservices@realfin.co.za.

4 AMENDMENTS TO THIS NOTICE

Realfin may amend this Notice and its standard terms and conditions of use from time to time. Should Realfin do so, an updated version will be posted to the Website. The Client will be bound by the new terms upon the Client's continued use of the Website.

5 CLIENT'S RIGHTS

The Client has the right to know which Personal Information is kept about the Client. Realfin shall provide the Client with (free of charge) confirmation whether or not it holds Personal Information about the Client. If the Client is concerned that any of the information so held is incorrect, please contact Realfin immediately. **The Client is further entitled to request that any such information be deleted or corrected.**

6 LIMITATION OF LIABILITY

- 6.1 The Website and all materials found on the Website are intended for information purposes and provided "as is" for the Client's convenience, without any warranty, representation, condition, undertaking, or terms of any kind, express or implied, statutory or otherwise, including without limitation, the warranties of merchantability, non-infringement of Intellectual Property, fitness for a particular purpose or suitability of the information, software or services, unless otherwise entitled under law.
- 6.2 Realfin further does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained on the Website.
- 6.3 Realfin, its trustees, employees, representatives, or service providers will not be liable for any special, direct, indirect or consequential damages, expenses or losses whatsoever, including loss of profits or data, loss of revenue, anticipated savings, goodwill, reputation or any delays, whether in an action in contract or delict, arising out of the use or inability to use the Website, or performance of the Website or non-performance of the Website, maintenance, enhancements, or events outside its control or *force majeure* events, even if Realfin has been advised of the possibility of such damages.

7 GENERAL AND MISCELLANEOUS

- 7.1 This Notice constitutes the entire agreement between the parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

- 7.2 No indulgence, leniency or extension of time which any party may give or allow to the other party in respect of the performance of any obligation hereunder, shall in any way prejudice the party giving or allowing the indulgence, leniency or extension or preclude such party from exercising any of its rights an enforcing the obligations of the other party in terms of this Notice.
- 7.3 The Client shall not be entitled to cede, assign, or delegate any of his rights and/or obligations in terms of or arising from this Notice to any third party without the prior written consent of Realfin.

8 DISPUTE RESOLUTION

- 8.1 Realfin may demand that a dispute be determined in terms of this clause 8 by written notice given to the other party in accordance with the Expedited Rules (“**Rules**”) of the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 8.2 This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 8.3 The parties hereby consent to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either party, by written notice, require the arbitration to be held on an urgent basis. In such event either party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 8.4 The arbitration shall be held –
- 8.4.1 at Cape Town;
- 8.4.2 with only the legal and other representatives of the parties to the dispute present thereat; and
- 8.4.3 otherwise in terms of the Arbitration Act, No. 42 of 1965 (“**Arbitration Act**”), unless otherwise provided for herein.
- 8.5 The arbitrator shall be a practising advocate of the Cape Bar of at least ten years’ standing, appointed by agreement between the parties to the dispute, subject to clause 8.6.
- 8.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 8.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar Council (or by AFSA if the Cape Bar Council no longer exists), at the request of either party to the dispute.
- 8.7 The parties hereby consent to the jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town, in respect of the proceedings referred to in clause 8.8.

- 8.8 The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court referred to in clause 8.7, at the instance of any of the parties to the dispute.
- 8.9 The parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 8.10 It is recorded that it is the intention of the parties, that any dispute referred to arbitration in terms of clause 8.1 shall be resolved strictly in accordance with the provisions of this clause 8. The parties accordingly agree and undertake as follows -
- 8.10.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 8.10.2 that it shall not make any application as contemplated in terms of section 20(1) of the Arbitration Act; and
- 8.10.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Notice.

9 APPLICABLE AND GOVERNING LAW

These terms shall be governed by and interpreted in accordance with the laws of the Republic of South Africa, which shall have exclusive jurisdiction over any disputes.

10 ACCEPTANCE

By using the Website, the Client shall be deemed to have accepted the terms of this Notice.

11 CONTACT US

Should you have any questions or complaints in relation to this Notice you can contact us at:

Information officer:	Bianca Canary
Telephone number:	021-701 3777
Postal address:	Suite 25, Private Bag X16, Constantia, 7848
Physical address:	1st Floor, 4 Silverwood Close, Steenberg Office Park, Tokai, 7945, Cape Town
Email address:	bcanary@realfin.co.za
Website:	www.realfin.co.za