PROPERTYSMITH PRIVACY POLICY

Propertysmith (Pty) Ltd ("**Propertysmith**") respects the User's privacy and is committed to protecting it. Propertysmith has a legal duty to protect any Personal Information or data collected from the User. This Privacy Policy sets out the ways in which the User's Personal Information is obtained and stored by Propertysmith, and the conditions on which Propertysmith may use that data and information.

1   INTERPRETATION

1.1   In this Privacy Policy, unless inconsistent with or otherwise indicated by the context –

1.1.1   "**Business Day**" means any day that is not a Saturday, Sunday, or a public holiday;

1.1.2   "**Parties**" means the User and Propertysmith, and "**Party**" means either one of them as the context may indicate;

1.1.3   "**Personal Information**" means information relating to the User, including but not limited to (i) views or opinions of the User or of another individual about the User and (ii) information relating to the User'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, including any number(s), which may uniquely identify a User, 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, physical address, cellular phone number, telephone number or other particular assignment; blood type, fingerprint or any other biometric information; personal opinions, views, or preferences; 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 corporate structure, composition and business operations (in circumstances where the User is a juristic person) irrespective of whether such information is in the public domain or not;

1.1.4   "**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;

1.1.5   "**Privacy Policy**" means the privacy policy set out herein;

1.1.6   "**Terms and Conditions**" means the Website terms and conditions of Propertysmith, uploaded to the Website to which this Privacy Policy is attached;

1.1.7   "**Propertysmith**" means Propertysmith (Pty) Ltd, registration number 2007/013010/07, a private company with limited liability, duly incorporated in accordance with the laws of the Republic of South Africa;

1.1.8   "**User**" means the person using the Website;

1.1.9   "**Website**" means www.propertysmith.co.za and any of its associated Online Profiles;

1.2   Unless the context otherwise requires, or unless otherwise defined in this Privacy Policy, words and expressions defined in the Terms and Conditions shall have the same meanings when used in this Privacy Policy.

1.3   The rules of interpretation set forth in the Terms and Conditions shall apply *mutatis mutandis* to the interpretation of this Privacy Policy.

2   SECURITY

2.1   Propertysmith does not warrant that the Website is completely secure, although Propertysmith shall use all reasonable endeavours to keep any Personal Information safe.

2.2   In order to provide adequate security to all Users of the Website and to monitor activities prohibited under law the User hereby agree to Propertysmith's appointed service providers' right to intercept, monitor, block, read, delete, or access all data sent to the Website or any other communication facility provided by Propertysmith.

2.3   Propertysmith cannot guarantee that documents or files downloaded from the Website (if applicable) will be free from viruses and Propertysmith does not accept any responsibility for any damage or loss caused by any virus. **The User must use virus-checking software when using the Website and when uploading or downloading any Content. The User agrees not to upload any file that may contain a virus to the Website. The User hereby indemnifies Propertysmith and its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage the Website, infrastructure, or the service provider's infrastructure.**

3   PERSONAL INFORMATION

3.1   The User hereby agrees that by submitting Personal Information or using the Website, the User consents to the Processing of Personal Information submitted to Propertysmith in accordance with this Privacy Policy.

3.2   <u>General</u>

3.3   Propertysmith shall –

3.3.1   only Process Personal Information in accordance with the applicable laws and in terms of this Privacy Policy;

3.3.2   not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and staff) other than authorised personnel or

third parties who require access to such Personal Information strictly in order for Propertysmith to operate the Website or to provide services to the User, unless the User has provided its prior written permission to do so to Propertysmith;

3.3.3 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

3.3.4 take appropriate, reasonable, technical, and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.

3.4 Information collected by Propertysmith

3.4.1 The User agrees that Propertysmith may collect, store and use the following information -

3.4.1.1 information about the User's computer and about the User's visits to and use of the Website (including but not limited to the User's internet protocol address, geographical location, browser type, referral source, length of visit and number of page views);

3.4.1.2 information that the User provides for the purpose of registering on the Website and using the investor portal

3.4.1.3 information provided for the purpose of the User's profile on the Website

3.4.1.4 any other information that the User chooses to input on the Website, including but not limited to information Processed after login to the investor portal on the Website or information submitted through the Website; and

3.4.1.5 information that other Users share about the User.

3.5   Cookies

3.5.1   Cookies may be used by Propertysmith to understand the Users better. Cookies allow Propertysmith to understand who has seen which pages and advertisements, in order 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 Propertysmith to make the Website more user friendly, for example, permanent cookies allow the User's password to be saved so that the User does not have to re-enter it every time the User visits the Website.

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

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

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

3.6   Use of Personal Information

3.6.1   Personal Information submitted on the Website or by any other communication will be used for the purposes specified herein.

3.6.2   The User hereby consents to the use of its Personal Information to allow Propertysmith to -

3.6.2.1   administer the Website;

3.6.2.2   improve User experience by personalising the Website;

3.6.2.3   carry out obligations arising from any contracts entered into between the User and Propertysmith, insofar as it is applicable;

3.6.2.4   allow participation in interactive features of the services provided (i.e. forum or poll taking or voting (when available);

3.6.2.5   notify the User about changes to the services provided;

3.6.2.6   send the User email notifications as requested by the User;

3.6.2.7   provide the User with information relating to the information, products, or services of Propertysmith, which Propertysmith thinks may be of interest, by email or similar technology. **The User is entitled to inform Propertysmith at any time if the User does not wish to receive marketing communication**;

3.6.2.8   provide third parties with statistical information about the Website users, which information will not include Personal Information;

3.6.2.9   deal with enquiries and complaints made by or about a User relating to the Website; and

3.6.2.10   use the information for such other things as may be required by Propertysmith, or may be ancillary to, the administration of the Website or the provision of its services.

3.6.3   It is the User's responsibility to obtain the necessary consent from a third party prior to submitting a third party's Personal Information to the Website, **and the User accordingly warrants that any such consent has been obtained in respect of any Personal Information uploaded by the User**.

3.6.4   Propertysmith shall not share information about the User unless Propertysmith, in accordance with clause 3.7 -

3.6.4.1   has received consent from the User; or

3.6.4.2   has removed the User's Personal Information from it.

3.6.5   Propertysmith stores Personal Information and other data for as long as it is necessary to provide products and services to the User and others (in terms of certain statutory obligations), including those described above. Personal

Information will be destroyed once it has become obsolete, unless Propertysmith is required to retain it in terms of any applicable laws.

3.7   Disclosures

3.7.1   Propertysmith may disclose Personal Information about the User to any of its employees, officers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes as set out herein.

3.7.2   In addition, Propertysmith may disclose information about the User -

3.7.2.1   to the extent required or allowed to do so by law;

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

3.7.2.3   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

3.7.2.4   to the purchaser (or prospective purchaser) of any business or asset, which Propertysmith contemplates selling, to the extent required.

3.7.3   Occasionally third parties may provide information Processing services to Propertysmith. 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 those found herein, and to process and protect a User's Personal Information in accordance with Propertysmith's instructions.

3.8   Notification of a Personal Information security breach

3.8.1   Propertysmith shall –

3.8.1.1   notify the User in writing, immediately if it becomes aware or has reasonable grounds to believe that the Personal Information of a User has been accessed or acquired by an unauthorised person, and 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;

3.8.1.2   as soon as reasonably possible thereafter, engage with any persons who may be appointed by Propertysmith 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

3.8.1.3   provide the User 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.

3.8.2   Immediately upon notifying the User as set forth in clause 3.8.1, Propertysmith shall –

3.8.2.1   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

3.8.2.2   implement all measures reasonably necessary to restore the integrity of Propertysmith's information system.

4   USER'S RIGHTS

4.1   The User has the right to decide which Personal Information is kept about the User. Propertysmith shall provide the User with (free of charge) confirmation whether or not it holds Personal Information about the User and with further details regarding the Personal Information so hold (if applicable) in accordance with Propertysmith's Promotion of Access to Information manual. If the User is concerned that any of the information so held is incorrect, the User must contact Propertysmith immediately. **The User is further entitled to request that any such information be deleted or the use thereof restricted.**

4.2   The User is entitled to instruct Propertysmith not to utilise the User's Personal Information for direct marketing purposes or in any further manner by emailing Propertysmith at any time to the following email address: info@propsmith.co.za.

5   CONTACT

If the User has any questions about the treatment of his/her Personal Information, please contact Propertysmith by using the email address provided in clause 4.2 above.

6   POLICY AMENDMENTS

Propertysmith may update this Privacy Policy from time to time by posting a new version on the Website. Propertysmith shall inform the User of any such changes, and ensure that the latest version is uploaded to the Website at all times.

7   GENERAL

7.1   <u>Formation and validity of this Privacy Policy</u>

The User hereby agrees that -

7.1.1   Any User aged 18 or under must first get his/her parent/guardian's permission before providing Personal Information on the Website;

7.1.2   Subject to clause 7.1.1 above the User warrants that he/she is at least 18 years of age and possesses the legal right and ability to enter into this Privacy Policy and to use this Website in accordance with all terms and conditions herein; and

7.1.3   All information that is incorporated by using hyperlinks and/or other methods of reference form part of this Privacy Policy [1], [2].

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(1)   Propertysmith's Promotion of Access to Information Manual
(2)   Propertysmith's Website Terms and Conditions

7.2   Communication, dispatch and receipt

7.2.1   Data messages sent from Propertysmith to the User is deemed to be received when the complete message is outside the control of Propertysmith's systems (at the time it has left such system).

7.2.2   Data messages from the User to Propertysmith are only deemed to be received by Propertysmith when Propertysmith respond thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Propertysmith to the contrary.

7.3   Attribution of data messages to originator

The User hereby agrees and warrants that the data message sent under his/her login credentials (i.e., username and password), was sent by the User or a person that had authority to act on his/her behalf in respect of the data message.

8   GENERAL AND MISCELLANEOUS

8.1   This Privacy Policy 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.

8.2   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 and enforcing the obligations of the other Party in terms of this Privacy Policy.

8.3   The User shall not be entitled to cede, assign, or delegate any of his rights and/or obligations in terms of or arising from this Privacy Policy to any third party without the prior written consent of Propertysmith.

9   COMPLAINTS

Users may use the email address provided in clause 4.2 to lodge applicable complaints or concerns in respect of this Privacy Policy or breach thereof.

10   APPLICABLE AND GOVERNING LAW

This Privacy Policy 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.

We recommend that the User prints out a copy of this Privacy Policy for future reference.