

TRANSAFRICA PROPERTY FINANCE AND LEGAL (PTY) LTD

PRIVACY POLICY

1. INTRODUCTION

- 1.1. Transafrica Property Finance and Legal (Pty) Ltd t/a Transafrica Property Services with registration number 2024/304347/07 ("TPS" herein) herewith inform the client/user how TPS collects, uses, discloses and stores personal information.
- 1.2. This policy applies to anyone who accesses the TPS website or makes use of the TPS website or services in terms of selling or buying immovable property.
- 1.3. The client/user may not make use of any of TPS services if he/she does not agree with the content of this policy.
- 1.4. When making use of any TPS services, it is accepted that the client/user has read through this policy as well as the TPS terms and conditions and that the said client/user accepts the content thereof.

2. PERSONAL INFORMATION

- 2.1. Personal information includes the information TPS collect in ways including but not limited to –
 - 2.1.1. The information collected automatically when a client/user visits the TPS website.
 - 2.1.2. The information provided voluntarily to TPS.
 - 2.1.3. This policy excludes anonymous information, de-identified information, statistical information and public information.
- 2.2. The client/user may only provide TPS with the client/user's personal information.
- 2.3. The client/user may only provide TPS with someone else's personal information if the client/user has the necessary authorization to do so. It is not TPS's responsibility to ensure that the client/user has the necessary permission to share personal information.

3. CHANGES TO THIS POLICY

- 3.1. The client/user acknowledges that TPS may change the content of this policy at any time and that the client/user will be notified of any changes via the TPS website or email.
- 3.2. By continuing to make use of the TPS website and services after the aforementioned notification, the relevant changes will apply to the client/user.

4. COLLECTION OF PERSONAL INFORMATION

- 4.1. The client/user accepts that by visiting the TPS website, the client/user's information is being collected automatically. Such information includes but is not limited to the client/user's IP address, browser details, and usage information.
- 4.2. The aforementioned information is used to display our website correctly per the client/user's browser details. This information is also used for various relevant purposes including but not limited to the tracking of the activities of the client/user on the TPS website.
- 4.3. TPS may ask the client/user to provide TPS with certain identifying information when the client/user register for the newsletter or when the client/user contact us through the TPS website.
- 4.4. Such information may include but is not limited to –

- 4.4.1. The client/user's first name
- 4.4.2. The client/user's surname.
- 4.4.3. The client/user's email address.
- 4.4.4. The client/user's physical address.
- 4.4.5. The client/user's gender.
- 4.4.6. The client/user's mobile phone number.
- 4.4.7. The client/user's online identifiers.
- 4.4.8. The client/user's date of birth.
- 4.4.9. The client/user's identification number.
- 4.5. Personal information may also be provided to TPS by the client/user when making use of any TPS services, or when a client/user provides TPS with personal information when enquiring about any TPS services or when requesting information.

5. PURPOSE FOR COLLECTION

- 5.1.1. We generally collect and process personal information for various purposes, including but not limited to identifying the client/user, verifying the client/user, and entering into agreement(s) with the client/user.
- 5.2. We collect a client/user's information to –
 - 5.2.1. Fulfil contractual obligations to the client/user;
 - 5.2.2. Provide the client/user with information, products and services;
 - 5.2.3. Communicate with the client/user about changes to the website, policies, procedures, products or services;
 - 5.2.4. Get feedback from the client/user regarding information, products or services;
 - 5.2.5. Comply with regulatory and statutory requirements.
- 5.3. The client/user agrees that TPS may process the client/user's information for the purposes agreed to in this policy.
- 5.4. The client/user further acknowledges that processing includes the following, but is not limited to –
 - 5.4.1. Gathering of personal information.
 - 5.4.2. Disclosing of personal information.
 - 5.4.3. Combining personal information with other personal information.

6. USE

- 6.1. The client/user acknowledges that TPS may process the client/user's personal information to fulfil any obligations towards said client/user.
- 6.2. **Cookies**
 - 6.2.1. The client/user acknowledges that TPS may place small text files on the client/user's device when the client/user visits the TPS website to provide the client/user with a personalized experience by associating the client/user's personal information with said client/user's device.
 - 6.2.2. Websites use cookies to –
 - 6.2.2.1. Make platforms more accessible and user-friendly.
 - 6.2.2.2. Personalize interactions with various platforms based on the client/user's interests and needs;
 - 6.2.2.3. Personalise advertising relevant to the client/user's interests and limit the number of times the same advertisement is sent to a specific client/user;
 - 6.2.2.4. Send opt-in marketing communications to non-registered clients/users.

- 6.2.3. Cookies enable TPS to remember the client/user's preferences and allow third parties to provide services to said client/user.
- 6.2.4. Cookie settings can be changed manually by the client/user.
- 6.2.5. The client/user won't be provided with access to the cookies.
- 6.2.6. The client/user won't be provided with control over the cookies.
- 6.2.7. The client/user acknowledges that the business partners of TPS use their own cookies on the TPS website and they are governed by separate privacy policies.

6.3. Promotional messages

- 6.3.1. TPS undertakes not to provide the client/user with promotional messages unless the client/user opts in to receiving same.
- 6.3.2. The client/user, however, agrees that TPS can send 1 (one) message requesting the client/user to opt into promotional messages without the client/user having to opt-in.

6.4. Targeted content

- 6.4.1. The client/user agrees that TPS may use the client/user's personal information to provide the client/user with targeted content through the TPS website in a completely automated process.

6.5. Recording calls

- 6.5.1. The client/user acknowledges that TPS may monitor and record any telephone calls received from the client/user.
- 6.5.2. The client/user further acknowledges that TPS may monitor and record any telephone calls made to the client/user by TPS.

7. DISCLOSURE

- 7.1. The client/user acknowledges that TPS may share the client/user's personal information with third parties to fulfil obligations towards the client/user, including but not limited to –
 - 7.1.1. Other companies or divisions within the TPS and TransAfrica Group.
 - 7.1.2. TPS contractors to assist in understanding the client/user's personal information.
 - 7.1.3. Get through a sale or use of any TPS services.
 - 7.1.4. Third parties as required by applicable law.
- 7.2. TPS undertakes to require anyone who receives a client/user's personal information to comply with his policy whenever possible in terms of any applicable law.
- 7.3. The client/user acknowledges that TPS may disclose personal information to third parties should the disclosure be required by law, any relevant authorities or a court order.
- 7.4. The client/user acknowledges that TPS may propose aggregate statistical information derived from a client/user's and other people's personal information to advertisers and business partners of TPS.
- 7.5. The client/user acknowledges that TPS may need to disclose personal information to our personnel to do their jobs. TPS undertakes not to disclose personal information to personnel unnecessarily.
- 7.6. The client/user acknowledges that TPS may assign rights to personal information to new owners should the ownership of TPS change.

8. SECURITY

- 8.1. TPS understands the importance of keeping personal information secure and undertakes to comply with all necessary data protection laws.
- 8.2. TPS undertakes to ensure that their hosting company will host the TPS website in a secure server environment that uses a firewall and other advanced security means to prevent interference or access from outside intruders.
- 8.3. TPS undertakes to implement disaster recovery procedures where applicable.

9. **STORAGE OF PERSONAL INFORMATION**

- 9.1. The client/user may request to be provided with a description of all personal information of the client/user held by TPS. The client/user may also request to correct or update said personal information.
- 9.2. TPS undertakes to verify the client/user's identity before providing the aforementioned information to the requesting client/user.
- 9.3. The client/user acknowledges that TPS may charge the client/user a fee to reimburse TPS for possible costs associated with providing the aforementioned information provided that the law allows TPS to do so.
- 9.4. Upon request to access or update personal information from the client/user, said client/user should provide TPS with all relevant personal information needed to identify said client/user.
- 9.5. TPS undertakes to take all reasonable measures to ensure that personal information collected from a client/user is accurate, complete and up to date.
- 9.6. TPS may ask a client/user to update his/her personal information from time to time.
- 9.7. TPS undertakes to verify the client/user's identity to prevent unauthorized access when requesting the updating of personal information.
- 9.8. TPS will only keep a client/user's personal information for as long as it is necessary to fulfil our obligations towards the client/user and in terms of the law.
- 9.9. A client/user may provide TPS with permission to keep his/her personal information longer.
- 9.10. TPS may transfer a client/user's personal information outside of the country in which it was collected to a foreign country.
- 9.11. The client/user consents to TPS processing his/her personal information in a foreign country with less stringent data protection laws than the country in which same was collected.

10. **GENERAL**

- 10.1. A client/user may update or remove his/her personal information –
 - 10.1.1. Through the TPS website.
 - 10.1.2. By contacting TPS directly.
- 10.2. TPS is not responsible for any other entity's privacy policies or practices.
- 10.3. The client/user can contact TPS at any time regarding this policy or how a client/user's personal information is being handled.