



## **PROTECTION OF PERSONAL INFORMATION ACT (POPIA) CLAUSE**

### **1. PERSONAL INFORMATION**

1.1 The Customer hereby –

- 1.1.1. consents to the Supplier processing the Customer's personal information ("personal information") contained in the application form to which these Standard Terms are attached, including any other information not contained in the application form, but which is made available by the Customer to the Supplier from time to time hereafter for the purpose of giving effect to these Terms and Conditions, such as, without derogating from the generality of the foregoing, the Customer's name, banking accounts and banking details, physical, business, e-mail and postal addresses, identity and/or registration numbers and telephone numbers;
- 1.1.2. agrees and understands that the processing of the personal information, as contemplated and authorised in clause 1.1.1, will include –
  - 1.1.2.1 the collection of the personal information from, and sharing with, third parties;
  - 1.1.2.2 the recording, organisation, collation, storage, updating, modification or alteration, dissemination, distribution or making available in any other form, of the personal information;
  - 1.1.2.3 the merging or linking of the personal information with other information, and the blocking, erasing or destruction of the personal information; and
  - 1.1.2.4 the use of the personal information in any written or other form for the marketing of the Supplier's products or services to the Customer;
- 1.1.3. agrees that it shall be the Customer's obligation to update the personal information from time to time whenever any changes thereto occur;

- 1.1.4. agrees that the Supplier shall be entitled to transfer the personal information to a third party who is situated in a foreign country, if such transfer is in the interests of the Customer, and is necessary for the purpose of enabling the Supplier to fulfil its obligations to the Customer in terms of the agreement; and
- 1.1.5. expressly and irrevocably indemnifies the Supplier against, and holds the Supplier harmless from, any claim which may arise from the use and processing of the personal information in terms of this clause 1, subject thereto that such use and processing are executed in accordance with the provisions of this clause 1, and do not constitute a violation of any of the provisions of the Protection of Personal Information Act, 2013 (“Act”).

1.2 The Supplier hereby –

- 1.2.1. undertakes that it will, as the responsible party under the Act, use and process the personal information strictly in accordance with the provisions of clause 1.1 and of the Act, and that it will without undue delay notify the Customer of any unauthorised use of the personal information;
- 1.2.2. agrees that the consent and authorisation of the Customer in terms of clause 1.1 shall not detract from, or limit, the rights of the Customer in terms of the Act, in so far as such rights have not been lawfully waived in terms of the Act, or altered in terms of the consent and authorisation of the Customer; and
- 1.2.3. undertakes to at all relevant times have all reasonable and appropriate technical and organisational measures in place to secure the integrity and confidentiality of the personal information.