

PRIVACY POLICY

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1. INTRODUCTION

- 1.1. This Privacy Policy:
 - 1.1.1. outlines the manner in which Accountability collect, use, process, disclose, transfer, and retain your:
 - 1.1.1.1. Personal Information,
 - 1.1.1.2. Consumer Credit Information, and
 - 1.1.1.3. Website Usage Information
 - 1.1.2. is incorporated into and is subject to Accountability's Subscriber Terms and Conditions of Use which is available to peruse and download from Accountability's Website.
- 1.2. We strive to ensure that your, and others' private information is protected.
- 1.3. We confirm to be compliant with the NCA, POPIA and the principles outlined in Sections 50 and 51 of the Electronic Communications and Transactions Act, 2002 (No. 25 of 2002, as amended) which govern your right to have your Personal Information kept private.
- 1.4. Our compliance with this Privacy Policy will be monitored regularly.
- 1.5. We reserve the right to modify this Privacy Policy as and when required to do so. The Privacy Policy posted at any time via the Accountability's Website shall be deemed to be the Privacy Policy then in effect.

2. PRINCIPLES OF PROCESSING INFORMATION

The following principles will be followed when processing Personal Information, Customer Credit Information, Website Usage Information, and other data:

- 2.1. Accountability limits the use and disclosure of Personal Information to include only what is permitted and prescribed in terms of the NCA, POPIA, or any other applicable laws or in instances where consumers have consented to such collection, use and disclosure.
- 2.2. Confidentiality of your Personal Information is compulsory under the provisions of the NCA. Your Personal Information will not be shared with any party in ways unrelated to the circumstances described in this Privacy Policy and to which they are not entitled in terms of existing legislation, being either POPIA, the NCA, the PAIA, or any other law which may find application.
- 2.3. Your information will be:
 - 2.3.1. used in a lawful, fair, and transparent manner;
 - 2.3.2. collected for lawful purposes and only used in processing activities that are compatible with the lawful purposes;
 - 2.3.3. limited to what is necessary for achieving lawful purposes;
 - 2.3.4. accurate and up-to-date; and
 - 2.3.5. protected from unauthorised access, use or disclosure.
- 2.4. Our processing activities are based on compliance with the obligations imposed by law and on legitimate interests.



PERSONAL INFORMATION

3. COLLECTION OF PERSONAL INFORMATION

You may be requested to provide your Personal Information when:

- 3.1. registering, accessing, or
- 3.2. using any Services (as defined under the Subscriber Terms and Conditions of Use or available on the Accountability Website).
- 3.3. We may also collect your Personal Information when applying for employment with Us.

4. TYPE OF PERSONAL INFORMATION COLLECTED

4.1. We may collect a variety of information, including your:

| Individual | Business |
|-----------------------------|-----------------------------|
| Name/s | Business registration name |
| Surname | Trading as name |
| Identification number | Registration number |
| Passport number | Business Industry |
| Date of birth | Contact person's details |
| Telephone number | Telephone number |
| Email address | Email address |
| Physical and postal address | Physical and postal address |
| Tax number | Fax number |
| Marital status | VAT number |
| Employer / Occupation | Owner's details |

4.2. We do not require Personal Information concerning your:

| | |
|------------------------------------|---------------------------------------------------|
| Religious or philosophical beliefs | Race or ethnic origin |
| Political persuasion | Trade union membership |
| Health or sex life, | Medical history or status |
| Biometric information | Major purchases paid in full with cash or cheques |

5. PURPOSE OF PROCESSING:

- 5.1. to identify and authenticate you;
- 5.2. to process your transactions if you purchase one of our products or services;
- 5.3. to verify and authenticate the credit card number and to confirm that the person requesting your Personal Information or credit report is you and not an impostor or other person improperly seeking to access your information;
- 5.4. to contact you;
- 5.5. to create a user account (login user name and password);
- 5.6. to fulfil your requests for any information which you are entitled to request and access;
- 5.7. to provide quality customer service and support;



- 5.8. to send important communications regarding any purchases or changes to the terms and conditions and or to advise you of any other important circumstances;
- 5.9. for internal purposes such as auditing, data analysis, and research to improve Accountability's products, services, and customer communications;
- 5.10. for purposes of any Accountability's promotional competitions; and/or
- 5.11. applying for employment, in which case Accountability will use your Personal Information for recruitment purposes only.
- 5.12. With regard to the "Contact Us" function, on Accountability's Website, no Personal Information, other than the consumer's name and surname, email address, and contact telephone number is captured or stored. This information is not shared with any other party. Our third-party email processor administrator is not authorized to use any such information for any other purpose.

6. PROCESSING PERSONAL INFORMATION WITHOUT CONSENT

We may only access, use and/or disclose your Personal Information without your consent in exceptional circumstances. Circumstances, where such action is necessary, include:

- 6.1. to comply with the law or legal process served to Accountability;
- 6.2. to comply with requests for information from SAPS or government authorities;
- 6.3. to protect and defend our rights or property (including the enforcement of our agreements);
- 6.4. to protect the public interest;
- 6.5. to act, in urgent circumstances, to protect the personal safety of our employees or members of the public;
- 6.6. where applicable, with your implied consent; and
- 6.7. to the extent permitted or required in terms of the NCA, POPIA, and other relevant national legislation.

7. ACTING AS AN OPERATOR

- 7.1. Instances where Accountability acts as an Operator is when our members, who are, as defined in terms of POPIA, the Responsible Party in this regard, instruct us to process the Personal Information of a consumer on their behalf.

- 7.2. Collection of Personal Information

Our members provide Accountability with the consumer's personal information.

- 7.3. Types of Personal Information

The types of information provided by our members may be similar to the Personal Information mentioned herein, and will also include the outstanding amount and date when the payment became due and payable.

- 7.4. Purposes of processing

- 7.4.1. For our members to collect outstanding payments from non-paying consumers by way of remedial action;
- 7.4.2. To render our Service to our members; and
- 7.4.3. To adhere to our contractual obligation with our members.



7.5. Examples of remedial action:

- 7.5.1. Reporting a default payer to the relevant Credit Bureau for an outstanding amount owed to our member; and
- 7.5.2. Instructing a Debt Collection Agency to render debt collection services to our members to collect outstanding monies from a consumer.

7.6. Security

Accountability, as the Operator in this regard, is statutorily and contractually obliged to have appropriate security measures in place to protect personal information. Please see herein below our obligation to secure Personal Information.

8. TRANSFER OF PERSONAL INFORMATION

Unless obliged to do so under the law, contractual reasons, or if your consent is obtained, Accountability will store your Personal Information on our secure server/s and it will not:

- 8.1. be transferred to any unauthorised third parties; and/or
- 8.2. outside the Republic of South Africa.

9. RETENTION

We retain your Personal Information for as long as reasonably necessary to fulfil the purpose(s) for which it was collected and to comply with applicable laws. Your consent to such purpose(s) remains valid after the termination of our relationship with you.

10. SECURITY OF YOUR INFORMATION

- 10.1. Accountability takes security and the protection of Personal Information and Consumer Credit Information seriously. We maintain physical, technical, and organizational safeguards to protect any data that We receive and disseminate. We have adopted procedures to secure the storage of Personal Information and are committed to working with our data suppliers to protect the security of Personal Information during any transfer to or from Us. Moreover, We have also instituted several safeguards to identify and help prevent the fraudulent use of Consumer Credit information.
- 10.2. Your Personal Information is only accessible to those Accountability employees, agents, or members for business purposes and on a strict need-to-know basis. For security purposes, Accountability then moves all of the Personal Information that We collect or obtain about you, to an environment on our proprietary network that has controls in place to limit access to and secure the data maintained therein.
- 10.3. Accountability takes precautions to secure your Personal Information when using our website. If and when you are asked to provide your Personal Information, We will do so through a web page that uses the industry-standard secure transport protocol. This protocol provides security for your information by encrypting the data as it is transferred from you to us.
- 10.4. To protect your privacy and security, Accountability will also take reasonable steps to verify your identity before granting access to, or making alterations to, the Personal Information We maintain.
- 10.5. The Accountability Website and our data communications conform to the [ISO 27001](#) security standards, and the website and services content and data communication are protected with high-level [ESET](#) anti-virus protection.



11. DISPUTE

11.1. Review and change your Personal Information

Accountability aims to ensure that your Personal Information is accurately recorded. To be able to achieve this, We adhere to processes that help ensure and maintain data accuracy. We provide individuals with reasonable access to review and correct their Personal Information, as detailed on Accountability's Website.

11.2. Dispute the Processing of your Personal Information

Unless otherwise provided in any laws, you have the right to access, update, correct or object to processing your Personal Information.

11.2.1. You may contact Us at:

Information Officer: Ludwig Harvey
Compliance Officer for Accountability;
Email: disputes@accountability.co.za
Ludwig@accountability.co.za
Address: 29 Bella Rosa Road, Rosenpark, Bellville, 7530
Post: PO Box 1087 Brackenfell, 7561
Phone: 0861 90 90 90

11.2.2. You have the right to submit a complaint to the Information Regulator in the prescribed manner and form to:

Form: <https://inforegulator.org.za/popia-form-5/>
E-mail: PAIAComplaints@infoRegulator.org.za

CONSUMER CREDIT INFORMATION

12. COLLECTION OF CONSUMER CREDIT INFORMATION

12.1. The various Credit Bureaus, with whom Accountability have entered into agreements, collect Consumer Credit Information that is stored in their databases.

12.2. Consumer Credit Information can be acquired by our members through Accountability's Website in the form of a report, by providing the consumer's identification or business registration number to the respective Credit Bureaus.

12.3. The information contained in a report acquired from Accountability is sourced, compiled and stored by the relevant Credit Bureau. Information contained in the said report is not manipulated or interpreted, in any manner or form, by Accountability. As a Reseller Credit Bureau, Accountability is prohibited (by the provisions of Section 43 of the NCA, read with the Regulations made in terms of Section 171 of the NCA) from performing such actions. This function is the prerogative of registered Credit Bureaus from whom We draw information. The only additions made to the reports are the Accountability branding that is done with the full knowledge and approval of the various Credit Bureaus.



13. TYPE OF CONSUMER CREDIT INFORMATION

The following Consumer Credit Information may be included in a report according to Section 70(1)(a)-(d) of the NCA:

13.1. Identifying information:

| Individual | Business |
|-----------------------------|-----------------------------|
| Name/s | Business registration name |
| Surname | Trading as name |
| Identification number | Registration number |
| Passport number | Business Industry |
| Date of birth | Contact person's details |
| Telephone number | Telephone number |
| Email address | Email address |
| Physical and postal address | Physical and postal address |
| Tax number | Fax number |
| Marital status | VAT number |
| Employer / Occupation | Owner's details |

13.2. Payment History

A Consumer's account history or payment profile with a credit or service provider and a history of how you pay these accounts monthly.

13.3. Enquiries

A list of credit or service providers authorized or permitted in terms of the NCA to receive the consumer's report;

13.4. Public Records

Information that is publicly available as permitted by law such as judgements, administration orders, sequestrations, and rehabilitation;

13.5. Default Data

A default is recorded on a consumer's credit profile when a consumer fails to make payment of money owed. Default data is submitted by the credit or service providers to the Credit Bureaus; and

13.6. Any other information that is permitted to be included under the NCA.

14. PURPOSE OF PROCESSING

14.1. The purpose for our Member to acquire such reports is for, but not limited to:

- 14.1.1. consumer details;
- 14.1.2. consumer identification verification; and/or
- 14.1.3. consumer's credit history.

14.2. Accountability does not procure any Consumer Credit Information for any other reason than for contractual reasons to render our Services.



15. CONSENT

Accountability is not directly provided with written consent from consumers to access their reports. Such consent is directly provided by consumers to our members. Accountability, however, ensures that our members are contractually bound to ensure that all legally required consents are obtained prior to accessing any Consumer Credit Information contained in the reports from the Credit Bureaus.

16. RETENTION

- 16.1. The Consumer Credit Information that is stored on our system, can only be accessed by our members who initially uploaded such information to our system. Accountability itself does not maintain a database of Consumer Credit Information that can be accessed by the general public
- 16.2. Alternatively, as the National Credit Regulator requires, We do not hold such information for longer than 72 hours. The reason for retaining Consumer Credit Information for only a short period of time is that Consumer Credit Information held on the primary Credit Bureaus changes constantly with updates from credit and data providers and therefore such information, may quickly become out-of-date.
- 16.3. We may provide this information to the information owner or a regulator upon request.
- 16.4. Furthermore, Credit Bureaus retain Consumer Credit Information in accordance with the data retention periods prescribed by the NCA and in Regulation 17 of the National Credit Regulations.

17. DISPUTE YOUR CREDIT REPORT

- 17.1. In the instance that the information contained in the report is incorrect, outdated, does not belong to you or has been inaccurately reflected on your credit report, a complaint can be filed with the relevant Credit Bureau from which Consumer Credit Information was received.

The dispute process is as follows:

- 17.1.1. Contact the relevant Credit Bureau/s from which the information was received;
 - 17.1.2. Once the information has been received and accepted by the Credit Bureau you will be notified that you have lodged a dispute;
 - 17.1.3. Your complaint will be investigated and the credit or data provider is given the opportunity to respond to your complaint by providing evidence that the information on your credit profile is correct;
 - 17.1.4. If the information is found to be valid, the information will be kept on your credit profile. However, if the complaint is not denied by the credit provider or the credit provider agrees that the information is incorrect, the incorrect information will be removed from your credit profile within 20 business days;
 - 17.1.5. If you are not satisfied with the process followed by the Credit Bureau you are welcome to seek the National Credit Regulator's assistance in resolving your dispute.
- 17.2. Should you have a dispute relating to POPIA, you are required to lodge this dispute with a primary Credit Bureau. Details of the Information Officers for each primary Credit Bureau are detailed on the Credit Bureau Association's website: www.cba.co.za. If you are not satisfied with the process at the Credit Bureau you are welcome to seek the assistance of the National Credit Regulator to resolve your dispute.



FREE CREDIT REPORT

You are entitled to a free copy of your credit report once a year from each of the following Credit Bureaus. Please request your free credit report directly from the relevant Credit Bureau. Listed below are the contact details of the relevant Credit Bureaus:



Phone: +27(0)10 590 9505

www.consumerprofilebureau.com



Phone: +27(0)86 110 5665

www.experian.co.za



Phone: +27(0)87 150 3601
+27(0)87 803 4798

www.vccb.co.za



Phone: +27(0)86 148 2482

www.mytransunion.co.za



Phone: +27(0)86 093 7000

www.splendi.co.za



WEBSITE USAGE INFORMATION

18. COLLECTION OF WEBSITE USAGE INFORMATION

When you visit, purchase and/or use any functions on Accountability's Website, We may collect, by using Google Analytics or other similar analytical tools, your Website Usage Information.

19. TYPE OF WEBSITE USAGE INFORMATION COLLECTED

- 19.1. internet protocol ("IP") address;
- 19.2. location data;
- 19.3. date and time you visit the Accountability Website;
- 19.4. any Personal Information you provide;
- 19.5. communication made through the Accountability Website;
- 19.6. purchase/s made; and/or
- 19.7. activity on Accountability's Website, such as the pages visited, what tabs were selected and what preferences were chosen.

20. PURPOSE OF PROCESSING

Your personal information may be processed in the following instances:

- 20.1. for statistical purposes;
- 20.2. to process each step of your transactions with Us;
- 20.3. to recognize and identify you each time you return to the website using the same computer;
- 20.4. to determine your previous activity on Accountability's Website;
- 20.5. to communicate with you via Accountability's Website;
- 20.6. to study how the Accountability's Website is used so that We may improve and enhance your experience on our website;
- 20.7. to serve our customers better by continually enhancing the Accountability's Website based on up-to-date use patterns;
- 20.8. to display, optimize and personalize advertisements and drive visitors to the Accountability Website, to determine which advertisements you may find useful, and to personalize your experience on the Accountability Website and web properties; and/or
- 20.9. to segment, enhance or modify our advertisements and to personalize your experience.

21. ADVERTISING INFORMATION

- 21.1. Accountability may use third-party advertising businesses to, run advertising campaigns on our or other websites used for advertising. Cookies and action tags (also known as single-pixel gifs or web beacons) may be used to measure advertising effectiveness. Such advertising information is completely anonymous and may not be used for any other purposes.



- 21.2. We are provided anonymous information collected from other websites on which Accountability displays advertisements. The provided information enables Us to understand how visitors to the Accountability Website, who were exposed to advertisements that were placed on the other websites, interact with the Accountability Website.

22. PAYMENT INFORMATION

- 22.1. The Accountability Website may offer links to third-party websites including payment gateways for credit card payment. You should be aware that operators of linked websites may also collect your Personal Information (including information generated through the use of cookies) when you access their websites.
- 22.2. Accountability is not responsible for how such parties collect, use or disclose your information and you need to familiarize yourself with their privacy policies before providing them with your Personal Information.

23. YOUR RIGHTS AND PARTICIPATION

- 23.1. With regards to information collected via Google Analytics; you may opt out of this anonymous data collection and sharing activity by visiting the Google Analytics Privacy Overview web page and following the procedures noted under the Browser Opt-Out and Privacy Centre information sections (search for these websites through www.google.com).
- 23.2. If you have registered for emails, you may opt-out from receiving such communications, at any time. If you wish to opt out, please contact Accountability at 0861 909 090. If you do not provide Us with your consent, some features on the Accountability Website may not be available to you.



DEFINITIONS

| | |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Accountability” | Hereby refers to: a. Accountability Group (Pty) Ltd with: i. registration no: 2008/012163/07, ii. a reseller credit bureau registered in terms of Section 43 of the National Credit Regulator (“NCR”) with NCR no.: NCRCB33 and b. Accountability Solutions (Pty) Ltd with i. registration no.: 2017/365254/07, and ii. registered with the Council of Debt Collectors under registration no: 0117675/1. Both companies are incorporated in terms of the Republic of South Africa laws. This Agreement also refers to “We” and “Us”. |
| “Accountability’s Website” | https://www.accountability.co.za/ |
| “Consumer Credit Information” | means Consumer Credit Information as defined in Section 70 of the NCA. |
| “NCA” | means the National Credit Act, 2005 (No. 34 of 2005, as amended). |
| “Personal Information” | means Personal Information as defined in Section 1 of the POPIA. |
| “POPIA” | means the Protection of Personal Information Act, 2013 (No. 4 of 2013, as amended) together with all relevant regulations published. |
| “Process” and “Processing” | means Processing as defined in Section 1 of the POPIA. |
| “SAPS” | South African Police Services. |
| “Services” | shall mean: a. Services rendered by Accountability, from time to time, to its members and, in certain cases, to the general public and includes both those services provided for consideration and those services that are free. b. May include, but are not limited to, reporting defaults to Credit Bureaus, tracing, defaulting debtors, credit vetting, credit search reports compiled by a relevant Credit Bureau, and debt collection registration with registered debt collectors. c. “Accountability Services” is defined in Accountability’s Subscriber Terms and Conditions of Use, which is available to peruse and/or download from Accountability’s Website. |
| “Website Usage Information” | means the information provided or obtained when visiting, purchasing and/or utilising any functions on Accountability’s Website. |