

PRIVACY NOTICE & LEGAL NOTICES

BUSINESS NAME	DAVID NEWHAM PROPERTY MANAGEMENT (PTY) LTD
TRADING AS	DAVID NEWHAM PROPERTY MANAGEMENT (PTY) LTD
REGISTRATION NUMBER	1973/015042/07
BUSINESS ADDRESS	Level 6, West Wing, Cento Building, Bella Rosa Office Park, 21 Durbanville Avenue, Bellville, Western Cape
BUSINESS TELEPHONE NUMBER	+27(0)21 948 0934

PROTECTION OF PERSONAL INFORMATION

In line with the Protection of Personal Information Act ("POPIA"), David Newham Property Management (Pty) Ltd ("DNPM") is committed to protecting the privacy of personal information of our data subjects. The information you share with us as a data subject allows us to provide you with the best experience with our products and services, or as a stakeholder.

DNPM has dedicated policies and procedures in place to protect all personal information collected and processed by us. We will never sell your personal information. This Privacy Notice describes how DNPM collects, uses, discloses, retains and protects your personal information, in accordance with the POPIA and other relevant laws.

Please read below for more information on what is personal information, how we collect, process, use and disclose personal information.

- 1) POPIA defines personal information as "information which relates to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person". This includes, but is not limited to, your name, sex, gender, address, contact details, identity number and physical address.
- 2) We use different methods to collect information from and about you. Your personal information may either be collected by us or provided by you. We will only collect your personal information by lawful and fair means and, where appropriate with your knowledge or consent.
- 3) We process personal information for various reasons. Before or at the time of collecting your personal information, we will identify the purpose(s) for which the information is being collected. Personal information is used as is appropriate in the normal course of business to provide the products and services. We may retain any information for purposes of ongoing business relationships or to communicate directly with you. The reasons for processing of information is including but not limited to the following:
 - a) To manage information, products and/or services requested by data subjects;
 - b) To help us identify data subjects when they contact us;
 - c) To improve the quality of our services;
 - d) Marketing purposes.
- 4) Any and all information collected will be kept strictly confidential. We will not disclose your personal information to anyone, unless we obtain your consent, or unless it required or permitted by law or regulatory authority. It will not be sold, loaned or otherwise disclosed to any organisation.
- 5) We may retain any information for purposes of ongoing business relationships or to communicate directly with you. We will store and keep your personal information according to the retention (holding) periods defined by law for legitimate business purposes and will take reasonably practicable steps to make sure that it is kept up to date and deleted and archived according to our defined retention schedules.
- 6) Upon request we will furnish you with details of the personal information we hold about you. You may submit your request using **Form2 Correction or Deletion of Personal Information** which can be sourced using our website. Should you believe that any information we hold about you is incorrect, please inform us using Form 2 and we will correct it.
- 7) Where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person, DNPM shall notify:
 - a) The Regulator; and

- b) The data subject, unless the identity of such data subject cannot be established.

The notification will be made as soon as reasonably possible after the discovery of the compromise, taking into account the legitimate needs of law enforcement or any measures reasonably necessary to determine the scope of the compromise and to restore the integrity of the responsible party's information system.

ON-LINE PLATFORM DISCLAIMER

- 1) All information and content made available on any On-line Platform is provided by DNPM. We make no representations or warranties, implied or otherwise, that, amongst others, the content available on this On-line Platform is free from errors or omissions or that the service will be 100% uninterrupted and error free.
- 2) We have taken, and will continue to take due care and diligence that all information provided on this platform is, to the best of our knowledge and understanding, true and correct. However, DNPM shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this On-line Platform, any information or content provided from and through this On-line Platform.
- 3) There is no warranty of any kind, express or implied, regarding the information supplied on this On-line Platform or in respect of any aspect of our services. Any warranty implied by law is hereby excluded, except to the extent to which such exclusion would be unlawful.
- 4) Information, ideas and opinions expressed on this On-line Platform should not be regarded as professional advice. Users are encouraged to consult DNPM before taking any course of action related to information or opinions expressed on this site.
- 5) This On-line Platform is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user, prior to entering into any agreement with DNPM, to satisfy himself or herself that the service available through this On-line Platform will meet the user's individual requirements.

ELECTRONIC MAIL DISCLAIMER

- 1) Any e-mail and any attachments thereto may contain confidential and proprietary information. The e-mail is intended for the addressee only and should only be used by the addressee for the related purpose. If you are not the intended recipient of any e-mail, you are requested to delete it immediately. Included in all e-mail signatures: *This email is confidential and intended to be read only by the recipient specified. Without the written consent of the sender, sharing any part of this message is strictly prohibited. If you have received this message by mistake, please reply and delete, so we can prevent future mistakes.*
- 2) Any disclosure, copying, distribution of or any action taken or omitted in reliance on this information is prohibited and may be unlawful.
- 3) The views expressed in the e-mail are, unless otherwise stated, those of the sender and not those of DNPM or its management. E-mails cannot be guaranteed to be secure or free of errors or viruses. No liability or responsibility is accepted for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interfering with any of the information contained in any e-mail or for its incorrect delivery or non-delivery or for its effect on any electronic device of the recipient.

NO LIABILITY

- 1) DNPM assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of this On-line Platform or your downloading of any materials, data, text, or images from the On-line Platform.
- 2) DNPM will not be held responsible or liable for any interruption or discontinuance of any or all functionality of this On-line Platform, whether the result of actions or omission of DNPM or a third party.
- 3) DNPM accepts no responsibility or liability whatsoever arising from or in any way connected with the use of this On-line Platform or its content. DNPM will not be liable for the accuracy, completeness, adequacy, timeliness or comprehensiveness of the information contained on the On-line Platform.

CHANGES AND AMENDMENTS

DNPM expressly reserves the right to alter and/or amend any information set out in this On-line Platform without notice. Furthermore, DNPM may at any time revise or update these terms and conditions. The user is bound by such revisions and should therefore periodically visit this policy.

SEVERABILITY

These terms and conditions of use constitute the entire agreement between DNPM and the user of this On-line Platform. Any failure by DNPM to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision. In the event that any term or condition of the use of this On-line Platform is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be

severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such enforceability or invalidity and shall remain enforceable and applicable.

APPLICABLE AND GOVERNING LAW

This On-line Platform is hosted, controlled and operated from the Republic of South Africa, and thus South African law governs the use or inability to use this On-line Platform and these terms and conditions.

CONTACT INFORMATION

Any questions, queries, or requests to use any part of this On-line Platform can be directed to:
DNPM: Contact Number: 021 948 0934
Alternatively, please make use of our Contact Us page on www.dnpg.cp.za.

COOKIES

- 1) A cookie is a small text file that is downloaded onto 'terminal equipment' (for example, a computer or smartphone) when you access a website. It allows the website to recognise your device and store some information about your preferences or past actions.
- 2) **What cookies do we use?**
 - a) Some cookies which we use are essential to the functioning of our website. Some cookies help us with the performance and design of our website. This allows us to measure how many times a page has been visited, whether a page has been visited on the website through an advertisement or by other means. Other cookies help us to remember your settings which you may have selected or assist with other functionality when you browse and use our website. This helps us to remember what you have selected, so on your return visit - we remember your preferences. On certain pages of the website we use cookies to help us understand your interests as you browse the internet, so we can tailor and render to you more personalised content and services in the future. This assists us in delivering relevant advertising to you during various advertising campaigns we may run from time to time through participating third-party sites.
 - b) In addition, we also use cookies on certain pages of our website to communicate with third-party data suppliers in order to extrapolate your digital behaviour. This helps us to understand and target more relevant advertising in the future. The information we receive is all aggregate and anonymous, but will include statistics such as demographics, online behaviour, product interests and lifestyle.
- 3) **How do I disable cookies?** If you do not want to receive a cookie from the website, you have the option of setting your browser to notify you when you receive a cookie, so that you may determine whether to accept it or not. However, please be aware that if you do turn off 'cookies' in your browser, you will not be able to fully experience some of the features of the website. For example, you will not be able to benefit from automatic log-on and other personalisation features.

THE INFORMATION REGULATOR

Whereas we would appreciate the opportunity to first address any complaints regarding our processing of your personal information, you have the right to complain to the Information Regulator, whose contact details are:

The Information Regulator (South Africa)
JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001
P.O. Box 31533, Braamfontein, Johannesburg, 2017
<https://inforegulator.org.za/>
General enquiries: enquiries@inforegulator.org.za
Complaints: POPIAComplaints@inforegulator.org.za