

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 personal information is, how we collect, process, use and disclose personal information. Your failure/refusal to provide personal information could prevent or cause a delay in the fulfillment of DNPM's obligations to you.

- POPIA defines personal information as "information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to –
 - Information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language, and birth of the person;
 - Information relating to the education or the medical, financial, criminal, or employment history of the person;
 - Any identifying number, symbol, e-mail address, telephone number, location information, online identifier, or other particular assignment to the person;
 - The biometric information of the person;
 - The personal opinions, views, or preferences of the person;
 - Correspondence sent by the person that would reveal the contents of the original correspondence;
 - The views or opinions of another individual about the person; and
 - The name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person."
- 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.
- 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 types of personal information we process may include but are not limited to:

Name & surname, race, gender, marital status, national, ethnic or social origin, age, language and birth of the Person, education history, medical history, health, financial history, criminal history, alleged commission of offence and proceedings in respect of these offences, employment history, ID number, e-mail address, physical address, postal address, telephone number, location information, online identifier, biometric information, views or preferences of the person, correspondence sent by the person that is implicitly or explicitly of a private or confidential nature, or further correspondence that would reveal the contents of the original correspondence, the views or opinions of another individual about the person & video footage, Proxy/representative details, Trust Deeds, Title Deeds, Letters of authority, Resolutions, Beneficial Ownership Confirmation, Alternative Entity composition and member records, Wills, Credit history and ratings, Delegations of authority.

Special personal information refers to the following categories of information:

- Religious and philosophical beliefs;
- Race;
- Ethnic origin;
- Trade union membership;
- Political beliefs;
- Health including physical or mental health, disability, and medical history;
- Biometric information;
- Criminal behaviour where it relates to the alleged commission of any offence or the proceedings relating to that offence.

We will process special personal information in the following instances:

- You have consented to the processing (in circumstances where we are legally obliged to obtain your consent); or
- It is necessary to exercise or defend a right or obligation in law; or
- It is necessary to comply with an international legal obligation of public interest; or
- It is for certain historical, research, or statistical purposes that would not adversely affect your privacy; or
- You have deliberately made your personal information public.

We will only process your personal information for lawful purposes relating to our business if the following circumstances apply:

- You have consented thereto;
- a person legally authorised by you, or a court, has consented thereto;
- It is necessary to conclude or perform under a contract we have with you;
- The law requires or permits it;
- It is required to protect or pursue your, our, or a third party's legitimate interest; and/or
- You are a child, and a competent person (such as a parent or guardian) has consented thereto on your behalf.

The reasons for processing of information are 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) Record keeping purposes
 - e) Compliance purposes
 - f) Service delivery purposes
 - g) Procurement process
 - h) Monitor access, secure and manage our premises and facilities
 - i) To administer legal contractual purposes
 - j) To recover debt
 - k) To transact with suppliers
 - l) Manage clients
 - m) To maintain clients' records
 - n) General administration
 - o) Financial and tax purposes
 - p) To help us detect and prevent fraud and money laundering under FICA
 - q) Marketing purposes
 - r) Training provision
- 4) We may need to share your information when we believe it is required by law, legal process or to help protect the rights and safety of you, DNPM, or others. We attempt to notify data subjects about legal demands for their personal information when appropriate in our judgment unless prohibited by law or court order or when the request is an emergency. We may dispute such demands when we believe, at our discretion, that the requests are overbroad, vague, or lack proper authority, but we do not promise to challenge every demand. Below is a list to whom we may share your personal information with:

Regulatory bodies, Accountants/auditors, Payroll administrators, Training providers, Sanction screening and

KYC platforms, Auditing, Criminal checks agencies, Information Security service providers, Statutory authorities, Law enforcement agencies, Tax authorities, Medical schemes, Industry bodies, Contractors, vendors, or suppliers, Payment processors, E-mail management and distribution tools, Data storage providers, Server hosts, Group companies, Service providers, Banks, Brokers, Credit Bureaus and Landlords and tenants.

- 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.

You have rights in connection with your personal information. You have many choices about how your information is collected, used, and shared.

In certain circumstances, by law, you have the right to:

- **Request access to your information:** You will be able to ask us what information we have about you as well as ask for a copy of this information. This should be done on request to our information officer. There are some exceptions, which means you may not always receive all the information we process. When we can give you a copy it might be done at a certain fee, which will also be communicated to you at the time of your query.
 - **Change or correct information:** You have the right to ask us to rectify information you think is inaccurate. You also have the right to ask us to complete information you think is incomplete.
 - **Delete information:** You can ask us to delete or remove personal information under certain circumstances.
 - **Object to processing:** You can do this where we are relying on your legitimate interest, public interest, or our legitimate interest (or those of a third party) and there is something about your situation which makes you want to object to processing on this ground. You also have the right to object where we are processing your data for direct marketing purposes or where you have given your consent for the specific processing, and you want to retract your consent. Retracting your consent does not invalidate the information we lawfully processed while we had your consent to do so.
 - **Request the restriction of processing:** You can ask us to suspend the processing of personal data about you, for example, if you want us to establish its accuracy or the reason for processing it.
- 6) 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.

7) DNPM may transfer to, and store personal information it collects about you, in countries other than South Africa, if the relevant business transactions or situation requires trans-border processing. These countries may not have the same data protection laws as South Africa, and in this instance DNPM will only transfer the information if DNPM have consent from you, or it is necessary for the performance or conclusion of a contract between us.

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, correct and complete. 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.
- 6) The Supplier reserves the right to make changes, corrections and/or improvements to the information, at any time without notice.
- 7) The Supplier will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserves the right to discontinue providing the Website or the On-line platform or any part thereof with or without notice to you. Any person who accesses the Website or relies on the Website or on the information contained in the Website does so at his or her own risk.
- 8) DNPM makes no warranty or representation, whether express or implied, that the information or files available on the Website or On-line Platform are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in

any way.

ELECTRONIC MAIL DISCLAIMER

- 1) Any e-mail and any attachments thereto may contain confidential and proprietary information and may be legally privileged. 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 notified that you may not use, distribute, or copy the email and/or attachments in any manner whatsoever. You are further notified 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, using, distributing or copying 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) 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.
- 3) DNPM does not accept liability for any damage, loss or expense arising from any e-mail and/or accessing any files attached to the e-mail. This Disclaimer is deemed to form part of the content of any email in terms of Section 11 of the Electronic Communications & Transactions Act, 25 of 2002.

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.

DNPM Information Officer: Naude Smith

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:

Woodmead North Office Park, 54 Maxwell Drive, Woodmead, Johannesburg

<https://infoeregulator.org.za/>

General enquiries: enquiries@infoeregulator.org.za

Complaints: POPIAComplaints@infoeregulator.org.za