



## PRIVACY POLICY

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### 1. INTRODUCTION

- 1.1. BXChange iMali Proprietary Limited ("**Provider**") takes the privacy of any and all persons ("**Client**") who access, visit, utilise, register for and/or open an account with the Provider seriously and is committed to protecting the Client's Personal Information.
- 1.2. This privacy policy ("**Privacy Policy**") explains how the Client's personal data is collected, processed and disclosed by the Provider, and in certain instances, its subsidiaries, affiliated companies and other third parties.
- 1.3. This Privacy Policy applies to:
  - 1.3.1. the Provider's website ([www.my-imali.com](http://www.my-imali.com)) ("**Website**");
  - 1.3.2. any of the Provider's mobile, digital and/or computerised downloadable application(s) that are in existence at the date of this Privacy Policy and also to those that come into existence after the date of this Privacy Policy ("**Platforms**"); and
  - 1.3.3. any other related mobile, digital and/or computerised service as provided for in the Provider's Terms and Conditions, or any contract entered into with the Provider, or otherwise ("**Services**").
- 1.4. By clicking "*I Agree*" when you register with the Provider, use the Provider's Platforms, browse and/or make use of the Provider's Website and/or Services, you expressly consent to this Privacy Policy governing:
  - 1.4.1. your use of the Provider's Platforms, Website and/or Services;

- 1.4.2. the Provider's collection, processing and disclosure of your Personal Information as set out in this Privacy Policy; and
- 1.4.3. the use of cookies on the Provider's Platforms, Website and/or Services, if and when applicable.
- 1.5. If you do not accept such collection, processing, use and disclosure of your Personal Information, you must not click "*I Agree*", nor use or access the Provider's Platforms, Website and/or Services.

## **2. PERSONAL INFORMATION THAT MAY BE COLLECTED AND PROCESSED**

2.1. Personal information is information that identifies or relates specifically to the Client and includes, amongst other things, the Client's:

- 2.1.1. name, surname, age, identity number, date of birth;
- 2.1.2. email address(es), telephone number(s), physical or postal address(es), or any other contact details;
- 2.1.3. country of residence, language(s), qualification(s);
- 2.1.4. financial information such as banking details and payment card details; and
- 2.1.5. device information, location information, log information, unique application numbers (if applicable) and transactional information,

and in short, is any information that the Provider knows about the Client and that can identify the Client which will be regarded as the Client's personal information ("**Personal Information**").

2.2. By Personal Information the Provider does not mean general, statistical, aggregated or anonymised information, but the Provider is entitled to collect, process and disclose such general, statistical, aggregated or anonymised information as it deems fit.

2.3. The Provider may collect and process any and all of the following Personal Information from the Client:

- 2.3.1. Personal Information that the Client provides to the Provider when downloading, subscribing and/or registering on the Provider's Platforms, visiting the Provider's Website, and/or using any Service that the Provider currently offers and/or may offer in the future;

- 2.3.2. Personal Information that the Client provides to the Provider when reporting a problem, lodging a complaint and/or a query in respect of the Provider's Platforms, Website and/or Services that the Provider currently offers and may offer in the future; and
- 2.3.3. Personal Information disclosed in the course of the completion of surveys that the Provider may request the Client to complete from time to time. The Client acknowledges that the completion of such surveys are voluntary.

### **3. USE OF PERSONAL INFORMATION**

- 3.1. The Provider may use the Client's Personal Information for any of the following purposes:
  - 3.1.1. to provide the Platforms to the Client;
  - 3.1.2. to provide the Website to the Client;
  - 3.1.3. to provide any Services to the Client;
  - 3.1.4. to operate, improve and update the Platforms, Website and/or Services;
  - 3.1.5. to provide the Client with customer service of any nature;
  - 3.1.6. to provide the Client with important information regarding the Provider's Platforms, Website and/or Services;
  - 3.1.7. to inform the Client of any changes to the Provider's Terms and Conditions, policies and/or other technical notices, updates, security alerts, support, administrative messages or any changes to any Service;
  - 3.1.8. to provide "in application" advertisements and promotions, including news about products and services offered by the Provider, its subsidiaries, its affiliate companies and also of any merchants from whom the Client interacts with and/or whose services the Client utilises;
  - 3.1.9. for audits, data analysis, development, research and/or any other business purpose that the Provider deems reasonable and necessary in its sole and absolute discretion;

- 3.1.10. for payment verification and fraud prevention purposes;
- 3.1.11. to otherwise identify the Client;
- 3.1.12. to respond to any queries or complaints lodged by the Client and/or any other third party;
- 3.1.13. to carry out any administrative functions;
- 3.1.14. for the purposes of marketing and promotions, subject to **clause 5** (*Direct Marketing*) of this Privacy Policy;
- 3.1.15. as may be required by law, including under the Financial Intelligence Centre Act No. 38 of 2001, or in connection with legal proceedings; and
- 3.1.16. as it may be necessary to establish, exercise or defend the Provider's legal rights.

#### **4. DISCLOSURE OF PERSONAL INFORMATION**

The Provider may disclose any and all of the Client's Personal Information in any one or more of the following situations:

- 4.1. to achieve any of the purposes set forth in **clause 3** (*Use of Personal Information*) of this Privacy Policy;
- 4.2. to any agents, service providers and/or third parties that provide any services to the Provider, in order for the Provider, such agent, service provider and/or third party to give effect to such services;
- 4.3. to any and all merchants with whom the Client interacts and/or whose services the Client utilises;
- 4.4. to any legal, regulatory and/or governmental authority, as the Provider may be required to in order to give effect to **clause 3.1.15** (*Use of Personal Information*) and/or **clause 3.1.16** (*Use of Personal Information*) of this Privacy Policy;
- 4.5. in connection with corporate dealings, including but not limited to:
  - 4.5.1. any proposed and/or actual merger that the Provider is a party to;
  - 4.5.2. the sale of any of the assets of the Provider, and/or any of its subsidiary and/or affiliate companies;

4.5.3. the financing or acquisition of all or a portion of the business of the Provider, and/or any of its subsidiary and/or affiliate companies, to another corporate entity; and

4.6. when the Client has consented to the disclosure of his/her/its Personal Information.

## **5. DIRECT MARKETING**

The Client has the right to request that the Provider does not collect, process and use the Client's Personal Information for marketing and/or promotional purposes and can exercise this right by:

- 5.1. clicking the "unsubscribe" link on any communications sent to the Client;
- 5.2. checking certain "boxes" that appear on the Provider's Platforms, Website and/or Services;
- 5.3. contacting the Provider's customer call centre; and/or
- 5.4. sending an email to the Provider at [support@my-imali.com](mailto:support@my-imali.com) requesting that the Client be unsubscribed from such marketing and/or promotional purposes.

## **6. COOKIES**

- 6.1. When the Client utilises the Provider's Platforms, Website and/or Services, the computer and/or device may attract cookies. A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser. Find out more about the use of cookies on [www.cookiecentral.com](http://www.cookiecentral.com).
- 6.2. The Provider's Platforms, Website and/or Services may use cookies to, amongst other things, distinguish between various Clients and provide the Client with better access to the Platforms, Website and Services.
- 6.3. The Client may refuse the use of cookies on the Provider's Platforms, Website and/or Services by selecting the appropriate settings on the Client's browser and/or device.
- 6.4. Blocking all cookies may result in impaired access to and usage of the Platforms, Website and/or Services.

## **7. CLIENT'S RIGHT TO REQUEST ACCESS TO PERSONAL INFORMATION**

The Client is entitled to request access to his/her/its Personal Information stored by the Provider at a prescribed fee and to request that inaccurate, irrelevant, excessive, out-dated, misleading or unlawfully obtained information be corrected, deleted or in the case of a dispute, indicate that a correction has been requested, but not made.

## **8. THIRD PARTY LINKS**

8.1. The Provider's Platforms, Website and/or Services may contain links to third party websites.

8.2. The Provider is not responsible for:

8.2.1. any representations and/or information and/or warranties and/or content on any website of any third party (including websites linked to the website or websites facilitated by the Provider); and/or

8.2.2. the use and disclosure of the Client's Personal Information by such third party and/or any other party as a result of the Client electing to access such website(s),

as the Provider does not exercise control over third parties' privacy policies, accordingly the Client should refer to the privacy policy of any such third party to see how such third party protects the Client's privacy and Personal Information.

## **9. AGE**

The Client acknowledges that:

9.1. in the case of a natural person, he/she is over the age of 18 (eighteen); and

9.2. in the case of a juristic person, the Client's representative is over the age of 18 (eighteen).

## **10. SECURITY AND CONFIDENTIALITY**

10.1. The Provider understands the value of the Client's Personal Information and therefore shall take all reasonable steps to protect the Client's Personal Information from loss, misuse or unauthorised alteration.

10.2. The Client's Personal Information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of that information.

- 10.3. The Client recognises the need for appropriate protection and management of the Personal Information the Client shares with the Provider.
- 10.4. The Provider stores data in encrypted form on computers and control access via secure web pages. The Provider employs firewalls and other security technologies to protect its servers from external attack.
- 10.5. The Provider's security systems meet or exceed industry standards and the Provider constantly monitors internet developments to ensure its systems evolve as required. The Provider also tests its systems regularly to make sure the security mechanisms are up to date.
- 10.6. The Provider is subject to data protection laws in the Republic of South Africa ("RSA"), including the Constitution of the Republic of South Africa of 1996, the Electronic Communications and Transactions Act No. 25 of 2002, the Protection of Personal Information Act No. 4 of 2013, the Regulation of Interception of Communication Act No. 25 of 2002 and the Consumer Protection Act No. 68 of 2008.
- 10.7. This Privacy Policy is intended to comply with the Provider's duties in terms of the General Data Protection Regulation (GDPR).

## **11. CHANGES TO THIS PRIVACY POLICY**

- 11.1. The Provider reserves the right, in the Provider's sole and absolute discretion, to update, modify or amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy from time to time with or without notice.
- 11.2. The Client therefore agrees to review the Privacy Policy whenever the Client accesses and utilises the Provider's Platforms, Website and/or Services for any such change.
- 11.3. Save as expressly provided to the contrary in the Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

## **12. APPLICABLE LAWS**

The Privacy Policy will be governed by and construed and interpreted in accordance with the laws of RSA.