

1.618 Advisory Services (Pty) Ltd Privacy Policy

1. INTRODUCTION

1.11.618 Advisory Services (Pty) Ltd, (hereinafter referred to as "1.618" and including its subsidiaries), in order to carry out its goals and business objectives as a financial services company does and will on an on-going basis process personal information.

1.2 The Protection of Personal Information Act 4 of 2013 (hereinafter referred to as "POPIA") aims to give effect to the constitutional right to privacy by introducing measures that regulate every step of how personal information belonging to both individuals and juristic entities is collected, stored, transferred and used by both private and public bodies from the moment of collection until the moment of destruction in order to ensure that personal information is processed and managed in a fair, transparent and secure manner.

1.3 1.618 is committed to protecting individuals and juristic entities right to privacy and in consequence undertakes to responsibly process personal information in line with the provisions of POPIA. 1.618 does this not only to comply with the provisions of POPIA, but also to protect its reputation, as well as to be a good corporate citizen.

1.4 The purpose of this policy is to create a general framework aimed at setting out the manner in which 1.618 processes personal information.

1.5 This privacy policy is applicable to all of 1.618's electronic platforms and facilities, including but not limited to social media platforms, websites and emails.

1.6 This privacy policy is also applicable to all of 1.618's employees, clients, vendors, contractors, suppliers and any other third parties whose personal information may be collected, stored, transferred, used or processed in any other way by 1.618.

2. DEFINITIONS

2.1 The following definitions apply to this policy.

2.1.1 **Client** - The term Client is expansively defined in this Privacy Policy and means the person to whom personal information relates which may include employees, clients, prospective clients, vendors, contractors, suppliers and any other third parties whose personal information may be processed by 1.618.

2.1.2 **CPA** - means the Consumer Protection Act, 68 of 2008.

2.1.3 **Companies Act** - means the Companies Act, 71 of 2008.

2.1.4 **Competent person** - means any person who is legally competent to consent to any action or decision being taken in respect of any matter concerning a minor.

2.1.5 **Consent** - means any voluntary, specific, and informed expression of will in terms of which permission is given for the processing of personal information.

2.1.6 **FICA** - mean the Financial Intelligence Centre Act, 38 of 2001.

2.1.7 **FSRA** – means the Financial Sector Regulation Act, 9 of 2017.

2.1.8 **Information Officer** - means the Chief Executive Officer or the Managing Director or equivalent officer of 1.618 or any person duly authorised by the Chief Executive Officer or the Managing Director to act as Information Officer.

2.1.9 **Operator** - means a person who processes personal information for 1.618 in terms of a contract or mandate, without coming under the direct authority of 1.618

2.1.10 **PAIA** - means the Promotion of Access to Information Act, 2 of 2000

2.1.11 **Personal Information** - means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic Client including, but not limited to—

2.1.11.1 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 Client.

2.1.11.2 information relating to the education or the medical, financial, criminal or employment history of the Client.

2.1.11.3 any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier, or other particular assignment to the Client.

2.1.11.4 the biometric information of the Client.

2.1.11.5 the personal opinions, views, or preferences of the Client.

2.1.11.6 correspondence sent by the Client that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence.

2.1.11.7 the views or opinions of another individual about the Client; and

2.1.11.8 the name of the Client if it appears with other personal information relating to the Client or if the disclosure of the name itself would reveal information about the Client.

2.1.12 **POCDATARA Act** - means the Protection of Constitutional Democracy Against Terrorist and Related Activities Act, 33 of 2004.

2.1.13 **Processing** - means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—

2.1.13.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, or use.

2.1.13.2 dissemination by means of transmission, distribution or making available in any other form; or

2.1.13.3 merging, linking, as well as restriction, degradation, erasure, or destruction of information.

2.1.14 **Responsible Party** - means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information.

2.1.15 **Special Personal Information** - means information relating to—

2.1.15.1 the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or

2.1.15.2 the criminal behaviour of a data subject to the extent that such information relates to—

2.1.15.2.1 the alleged commission by a data subject of any offence; or

2.1.15.2.2 any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings.

2.1.16 **UIF** - means the Unemployment Insurance Act, 63 of 2001.

3. PERSONAL INFORMATION COLLECTED

3.1 In order to conduct its business 1.618 may collect the following personal information:

3.1.1 The Client's Identity number, name, surname, telephone number, address, postal code, marital status, and number of dependants.

3.1.2 A description of the Client's residence, business details, assets, financial information, and banking details.

3.2 1.618 may collect additional pieces of personal information by agreement between itself and the Client.

4. PROCESSING PURPOSE

4.1 1.618 undertakes to process the personal information of the Client to the extent, and in such a manner as is necessary to provide the services agreed upon and in accordance with the written instructions of the Client, unless required to do otherwise by law.

4.2 1.618 further undertakes to, at all times reasonably process personal information and is accordingly committed to processing personal information in an adequate, relevant and non-excessive manner.

4.3 1.618 will accordingly process the personal information of its Clients for the following purposes:

4.3.1 To act on or respond to instructions or requests for the provision of financial advisory, and other services related to 1.618's business.

4.3.2 To fulfil any contractual obligations and/or responsibilities which may arise in terms of a contract entered into with 1.618 as a Responsible Party, Operator or Contracting Party in any other capacity.

4.3.3 In order to comply with any compulsory obligations and/or responsibilities under South African laws and regulations, including but not limited to POPIA, FICA, FSRA, POCDATARA Act, CPA, UIF and the Companies Act.

4.3.4 For Human Resources and Labour Relations purposes in the case of prospective, existing, and former employees.

4.3.5 For market research, analytical and statistical purposes.

4.3.6 For general administrative purposes.

4.3.7 For direct marketing purposes in limited circumstances.

4.3.8 For the purpose of identifying other products and services which might be of interest to Clients.

4.3.9 For business transaction purposes such as but not limited to a merger, acquisition, or any form of sale of any assets.

4.3.10 For the purpose of helping us improve and customize Client's website experience, which will include but is not limited to the processing of personal information in the form of http cookies; and

4.3.11 For audit and record keeping purposes.

4.3.12 For any other purpose related to the functions and activities of 1.618.

5. INFORMATION SHARING

5.1 In order to perform the purposes described above, 1.618 may from time to time share a Client's personal information with the following parties:

5.1.1 1.618 employees, which will only be done on a need-to-know basis.

5.1.2 1.618 suppliers and vendors, which will only be done on a need-to-know basis.

5.1.3 1.618 carefully selected business partners who provide products and services which may be of benefit to a Client, which will only be done on a need-to-know basis.

5.1.4 1.618 approved operators such as service providers and agents who perform services on behalf of 1.618, which will only be done on a need-to-know basis and in terms of an operator agreement.

5.2 1.618 does not share or process Clients personal information with any third parties who have not been described in clause 5.1 above, unless:

5.2.1 1.618 is legally obliged to provide such information to another to comply with an obligation imposed by law.

5.2.2 It is necessary for the purpose of fulfilling the contractual obligations of a contract entered into between the Client and 1.618.

5.2.3 It is necessary for pursuing the legitimate interests of 1.618 or of a third party to whom the information is supplied.

5.2.4 it is necessary in order to protect a legitimate interest of the Client; or

5.2.5 The consent of the Client has been obtained.

5.3 Under all the above-mentioned circumstances 1.618 will take reasonable measures to ensure that such personal information is only provided to the recipient, if such recipient undertakes to keep the personal information secure and confidential.

5.4 The duty of security and confidentiality held by the recipient will continue even after the termination or expiry of their services.

5.5 1.618 is committed to ensuring that the personal information that it processes is obtained directly from its Clients.

5.6 Notwithstanding the provisions of clause 5.5 1.618 may and will process personal information not obtained directly for its Clients in the following circumstances:

5.6.1 The personal information is contained in or derived from a public record or has deliberately been made public by the Client.

5.6.2 The Client or a competent personal where the Client is a minor has consented to the collection of the information from another source.

5.6.3 The collection of the personal information from another source would not prejudice a legitimate interest of the Client.

5.6.4 The collection of the information from another source is necessary to comply with an obligation imposed by law.

5.6.5 The collection of the information from another source is necessary for the purpose of proceedings in any court of law or tribunal that has commenced or is reasonably contemplated.

5.6.6 The collection of the information from another source is necessary to maintain the legitimate interest of 1.618 or of a third party to whom the information is supplied.

5.6.7 Obtaining the personal information directly from the Client would prejudice the lawful purpose for which it is collected; and

5.6.8 Obtaining the personal information directly from the Client is not reasonably practicable.

5.7 The personal information of Clients may also be further processed, but only in accordance or in a manner compatible with the purpose for which the personal information was obtained as provided for in clause 4.3 above.

6. INFORMATION OFFICER

6.1 1.618 has appointed and registered the following person as the Information Officer: of 1.618.

6.1.1 Full Name: Heidi Ludeke

6.1.2 Contact Details: heidi@1618.co.za

6.2 1.618 has appointed and registered the following persons as Deputy Information Officers of 1.618.

6.2.1 Name: Laura Munsamy

6.2.2 Contact Details: laura.munsamy@1618.co.za , and

6.2.3 Name: Justin Rentzke

6.2.4 Contact Details: justinr@1618.co.za

6.3 The duties of the Information Officer include the following:

6.3.1 To encourage compliance, by 1.618, with the conditions for the lawful processing of personal information.

6.3.2 To comply with any requests made to 1.618 pursuant to POPIA.

6.3.3 To work with the Information Regulator in relation to investigations.

6.3.4 To ensure compliance by 1.618 with the provisions of POPIA.

6.3.5 To ensure that a compliance framework is developed, implemented, monitored, and maintained.

6.3.6 To ensure that a personal information impact assessment is done to ensure that adequate measures and standards exist to comply with the conditions for lawful processing of personal information.

6.3.7 To ensure that a manual is developed, monitored, maintained, and made available as prescribed in PAIA.

6.3.8 To ensure that internal measures are developed together with adequate systems to process requests for information or access thereto; and

6.3.9 To ensure that internal awareness sessions are conducted regarding the provisions and regulations of POPIA, codes of conduct, and information obtained from the Regulator.

6.4 The Information Officer has the authority to designate and delegate any power and duty to a Deputy Information Officer.

7. SECURITY SAFEGUARDS

7.1 1.618 has implemented the appropriate technical and organisational security measures which are required in order to protect all personal information which it holds, from and against unauthorised access, accidental or willful manipulation and loss or destruction.

7.2 While 1.618 takes all reasonable efforts to safeguard the personal information which it holds, it cannot be held responsible for any loss or unauthorised processing of personal information which is beyond 1.618's reasonable control.

7.3 1.618's website may contain links to other website outside of 1.618's control, accordingly 1.618 is not responsible for the content, privacy, or security of these other third party-controlled websites.

7.4 1.618 has placed cookies on its website which may make contact with a Client's device to help make the 1.618's social media and electronic platforms work better.

7.5 1.618 makes use of social plugins of social networks such as Facebook, YouTube, Twitter, Instagram, LinkedIn and Google. Kindly note that 1.618 has no influence on or control over the extent of the data retrieved by the social networks interfaces and 1.618 can accordingly not be held responsible or liable for any processing or use of personal information transmitted via these social plugins.

7.6 For information on the purpose and extent of the data retrieval by the social network concerned, and about the rights and settings which are available to protect personal information, please refer to the privacy policy provided by the social network concerned.

8. DATA RETENTION

8.1 1.618 will not retain the personal information of Clients for longer than is necessary for achieving the purpose for which the information was collected, stored, transferred, used or processed in any other way.

8.2 Personal information obtained for any of the purposes set out in clause 4.3 will be retained for as long as there is an active and existing relationship between 1.618 and the Client.

8.3 The Personal Information of inactive former Clients will be retained only when it is required or authorised by law, particularly laws applicable to 1.618 as a financial services provider including but not limited to the FICA, FAIS and the FSRA.

8.4 The Personal Information of inactive former Clients will also be retained for any lawful purposes related to 1.618's functions or activities, by a contract between 1.618 and the former Client, by consent of the former Client or a competent person where the information relates to a minor.

8.5 Should there be no valid reason as set out in clauses 8.3 and 8.4 for retaining the personal information of former clients, the hard copy record of personal information will be destroyed or deleted or alternatively de-identified.

8.6 The destruction or deletion of any record of personal information in terms of clause 8.5 will be done in a manner that prevents its reconstruction in an intelligible form.

9. CLIENT PARTICIPATION AND INFORMATION QUALITY

9.1 A Client, having provided adequate proof of identity, may request 1.618 to confirm, free of charge, whether or not 1.618 holds personal information about the Client.

9.2 A Client, having provided adequate proof of identity, may also request the record or description of the personal information about the Client that is held by 1.618. This record or description of the record will be provided within a reasonable time, at a prescribed fee.

9.3 Whilst 1.618 will take reasonably practicable steps to ensure the integrity and accuracy of a Client's personal information, this may not at all times be possible. It is accordingly the responsibility of the Client to update 1.618 of any changes to their personal information.

9.4 Clients have the right to access or request a correction or deletion of any personal information which 1.618 may have and where applicable may ask 1.618 to update any inaccuracies in such personal information. Any such requests must be done by way of completing the appropriate form and be submitted to the Information Officer.

9.5 Clients have the right to request the destruction or deletion of any record of personal information which 1.618 may have. Any such request must be done by way of completing the appropriate form and must be submitted to the Information Officer.

10. PERSON INFORMATION OF MINORS

10.1 If 1.618 collects, stores, transfers, uses or processes in any way the personal information of a minor, it will do so only with the consent of the minor's parent or legal guardian, unless the processing is necessary for the establishment, exercise or defence of a right or obligation in law.

11. CROSS BORDER TRANSFER OF PERSONAL INFORMATION

11.1 1.618 will not transfer personal information about a Client to a third party who is in a foreign country, unless the third party who is the recipient of the information is subject to a law, binding corporate rules or binding agreement which provide an adequate level of protection that is the same or substantially similar to the level of protection offered by POPIA.

11.2 1.618 may also transfer the personal information of a Client to a third party who is in a foreign country in the following circumstances:

11.2.1 Where the Client consents to the transfer.

11.2.2 Where the transfer is necessary for the performance of a contract between the Client and 1.618.

11.2.3 Where the transfer is for the benefit of the Client and it is not reasonably practicable to obtain the consent of the Client to that transfer and if it were reasonably practicable to obtain such consent, the Client would be likely to give it.

12. REVOCATION OF CONSENT

12.1 A Client may at any time, withdraw their consent to the processing of any of their personal information held by 1.618.

12.2 Clients have the right to request the withdrawal of their consent to the processing of any personal information held by 1.618. Any such request must be done by way of completing the appropriate form and must be submitted to the Information Officer

12.3 The lawfulness of the personal information processed before the withdrawal of consent will not be affected.

13. INCIDENT RESPONSE

13.1 1.618 shall notify the Client within a reasonable time in writing and/or shall place notice on its website, if it becomes aware or has reasonable grounds to believe that the personal information of Clients has been accessed or acquired by unauthorised persons.

13.2 1.618 undertakes further to promptly take action, at its own reasonable expense, to investigate any such suspected breach and to identify, prevent and mitigate the effects of any such breach.

13.3 1.618 will immediately after the discovery of the compromise provided for in clause 13.1, in writing and in accordance with the provisions of POPIA notify the Information Regulator.

14. REVISION OF POLICY

14.1 1.618 reserves the right to and may from time-to-time update or amend this Privacy Policy.

14.2 If material amendments are made in how personal information is collected, stored, transferred, used, or processed in any other way, this Privacy Policy will be updated, and notices will be provided where appropriate.

14.3 Any general updates or amendments of this Privacy Policy will be published as such on the 1.618 website.

14.4 By continuing to use the 1.618 website or any of the other 1.618 services following any updates or amendments, the Client will be deemed to have agreed to such changes.

14.5 Clients are advised to visit and re-read this Privacy Policy on a regular basis.

15. COMPLAINTS

15.1 Should a client believe that 1.618 has used their personal information contrary to this Privacy Policy, Clients have the right to lodge a complaint with the Information Regulator.

15.2 Notwithstanding the provisions of clause 15.1, 1.618 encourages Clients to first follow internal complaints processes in order to resolve the complaint. In this regard Clients are encouraged to contact the information Officer.

15.3 If, thereafter, Clients feel that 1.618 has not adequately resolved their complaint, kindly contact the Information Regulator, whose contact details are as follows:

15.3.1 Physical address: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

15.3.2 Postal address; P.O Box 31533, Braamfontein, Johannesburg, 2017

15.3.3 Complaints email: complaints.IR@justice.gov.za

15.3.4 General enquiries email: infoereg@justice.gov.za

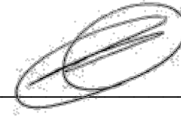
16. SIGNATURE

Signed at Johannesburg on this the 23rd day of June 2021 in the presence of the undersigned witnesses:

AS WITNESS:

1. 

2.

A handwritten signature in black ink, consisting of a stylized 'h' followed by a vertical line and a small flourish.A handwritten signature in black ink, consisting of a stylized 'C' followed by a vertical line and a small flourish.

For and on behalf of the Company duly authorised

Name: Candice Giles

Designation: CEO