



## Privacy Policy



## 1. Definitions

**“We”, “us” and “our”** refers to Jendamark Automation (Pty) Ltd, registration number 2000/031137/07, a private company with limited liability registered under the company laws of the Republic of South Africa, and its subsidiaries and affiliates (“Jendamark Group”). The principal place of business of both Jendamark (Pty) Ltd and Jendamark Group is 76a, York Road, North End, Port Elizabeth, 6001.

**“You” and “your”** refers to you as an employee, client or service provider (as relevant) of the Jendamark Group.

**“Your personal information”** refers to all personal information the Jendamark Group has on you, or data subjects which are related to you or under your authority (“other data subjects”) (as relevant). It includes financial information as well as information about your health, gender, age, contact numbers and addresses.

**“Process information”** means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting personal information.

**“Competent person”** means anyone who is legally competent to consent to any action or decision being taken for any matter concerning a child, for example a parent, legal guardian or curator bonis.

1. When you engage with us, you trust us with personal information about yourself and/or other data subjects (as relevant). We will process your and their information for the purposes set out in this Privacy Statement. We are committed to protecting your right to privacy. The purpose of this Privacy Statement is to set out how we collect, use, share and otherwise process your personal information, in line with the Protection of Personal Information Act (“POPIA”).
2. You have the right to object to the processing of your personal information. It is voluntary to accept these terms and conditions and in so doing, you agree to be bound by the terms of our Privacy Statement. We do, however, require your acceptance to provide services within the Jendamark Group. This means that if you do not accept the terms of this Privacy Statement, we cannot engage with you. The acceptance of these terms and conditions and the permission given to process your personal information will continue until permission is revoked by formal notification to Jendamark.
3. You agree that any personal information you provide to us is information that you voluntarily provide. You also agree that if you don’t provide the necessary personal information, we may not be able to comply with our obligations.
4. We will keep your personal information confidential. You may have given us this information yourself or we may have collected it from other sources. If you share your personal information with any third parties, we will not be responsible for any loss or harm suffered by you, your spouse, your dependents, your beneficiaries, your directors, your shareholders or your employees, as applicable.
5. You warrant that when you give us personal information about other data subjects, you have received their permission to share their personal information with us for the purposes set out in this Privacy Statement or any other related purposes.
6. You understand that when you include other data subjects on your application to or contract with any product provider within the Jendamark Group, we will process their personal information for the purposes set out in this Privacy Statement.
7. If you are giving consent for a person under 18 (a minor) you confirm that you are a competent person and that you have authority to give consent for them.
8. You agree that we may process your personal information for the following purposes, as relevant to our relationship with you:
  - a. Complying with compulsory requirements under relevant laws;
  - b. Administering and managing systems, websites and mobile applications;
  - c. For purposes of fraud prevention;
  - d. Assisting in law enforcement, anti-money laundering and counter-terrorist financing initiatives;
  - e. Complying with information requests by regulators;
  - f. To contract with you;
  - g. To manage our relationship with you;
  - h. Ensure that our records are kept accurate and up to date where you or other data subjects enter our facilities;

- i. Enabling any entity within the Jendamark Group and any third-party provider approved by the Jendamark Group to advise you of, or offer to you, any enhanced benefits or new products that become available from time to time which you may find beneficial;
  - j. Providing other product providers in the Jendamark Group that you currently subscribe to with information necessary for the operation of their products; and
  - k. Providing relevant information, including your personal information, to a contracted third party who requires such information to render a service to you on our behalf, provided that such contracted third party agrees to keep the information confidential.
9. Further to the above, if a third party asks us for any of your personal information, we will share it with them only if:
  - a. You have already given your consent for the disclosure of this information to that third party;
  - b. We have a legal or contractual duty to give the information to that third party; or
  - c. For any of the purposes set out below.
10. You confirm that we may share your personal information within the Jendamark Group of companies for:
  - a. Administration
  - b. Fraud prevention; and
  - c. Where necessary to provide Group-wide services, benefits and infrastructure to help you in your personal or professional capacity.
11. You consent and agree that we may process your information, including personal and special personal information, to conduct sanction screening against all mandatory and non-mandatory sanctions lists;
  - a. You also consent to us communicating such personal information to local and international Regulatory Bodies as well as to other entities in the Jendamark Group if you are matched to one of these sanctions lists;
  - b. You understand that we may terminate this agreement with immediate effect if you are found to be on a sanctions list.
12. You also confirm that we may share and combine all your personal information for any one or more of the following purposes:
  - a. Market research; and
  - b. To customise our benefits and services to meet your needs
13. If we want to share your personal information for any other reason, we will do so only with your permission.
14. We have a duty to take all reasonably practicable steps to ensure your personal information is complete, accurate, not misleading and updated on a regular basis. To enable this, we will always try to obtain personal information from you directly. Where we are unable to do so, we will make use of verifiable independent third-party data sources.
15. We have a duty to keep you updated about any offers and new products that we make available from time to time. Any entity within the Jendamark Group and contracted third-party service providers may communicate with you about these.
16. You have the right to know what personal information we hold about you. If you wish to receive a copy, please complete the Access Request Form and specify the information you would like. This form is part of the Jendamark PAIA and POPI Manual and can also be found on the Jendamark website at [www.jendamark.co.za](http://www.jendamark.co.za)
17. We will take all reasonable steps to confirm your identity before providing details of your personal information.
18. We are entitled to charge a fee for this service and will let you know what it is at the time of your request.
19. You have the right to ask us to update, correct or delete your personal information. Where we cannot delete your personal information, we will take all steps to make it anonymous. You agree that we may keep your personal information until you ask us to delete or destroy it. This is unless the law requires us to keep it.
20. We are required to collect and keep personal information in terms of the following laws, amongst others:
  - a. The Companies Act 71 of 2008
  - b. The Electronic Communications and Transactions Act (ECT)
  - c. The Financial Intelligence Centre Act (FICA)
  - d. The National Credit Act (NCA)
  - e. The Consumer Protection Act (CPA)
21. You agree that we may transfer your personal information outside South Africa:
  - a. If you give us an email address that is hosted outside South Africa; or
  - b. To administer certain services, for example, cloud services.
22. We will ensure that any country, company or person that we pass your personal information to agrees to treat your information with the same level of protection as we are obliged to.

23. If we become involved in a proposed or actual merger, acquisition or any form of sale of any assets, we have the right to share your personal information with third parties in connection with the transaction. In the case of a merger, acquisition or sale, the new entity will have access to your personal information. The terms of this Privacy Statement will continue to apply.
24. We may change this Privacy Statement at any time. The most updated version will be available on [www.jendamark.co.za](http://www.jendamark.co.za)
25. If you believe that we have used your personal information contrary to this Privacy Statement, you have the right to lodge a complaint with the Information Regulator, under POPIA, but we encourage you to first contact our Information Officer at [romanom@jendamark.co.za](mailto:romanom@jendamark.co.za). If, thereafter, you feel that we have not resolved your complaint adequately kindly contact the contact the Information Regulator  
The contact details are:  
The Information Regulator (South Africa)  
SALU Building,  
33 Hoofd Street,  
Forum III, 3rd Floor Braampark  
P.O. Box 31533 Tel No. +27 (0) 10 023 5207 Cell No. +27 (0) 82 746 4173  
[infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

#### VERSION HISTORY

Version Number	Author/s	Revision Date	Approved By	Approval Date	Description of Change
0	R Moodaley	19.04.2021	Siegfried Lokotsch	11.06.2021	Policy Document Finalized