

## Website Policy

This policy also read in conjunction with the PRM Company Compliance Policy and POPI policy, procedures, audit, processes and monitoring, manuals within PRM Ltd and applying to Industry Code of Conduct. This document will ensure that we comply to all required outcomes envisaged in terms of the South African Regulators strategy treating your customers fairly. The website policy is integrated with the overall compliance policy and risk management plan of PRM Ltd

1.1.1 In terms of the amendment to **POPI" means the Protection of Personal Information Act, 4 of 2013 set into operation and the** Policy Holder Protection Rules in terms of the Short-Term Insurance Act, Act No 53 of 1988, set into operation on 1 January 2018, all staff, executives and directors of PRM Ltd will adhere to the Guidelines and Framework set out in this document in terms of:

1.1.2 **Company resolution** dated this day of 10 October 2019

- Amended 2018 Policy Holder Protection Rules
- Amended Treating your Customer Fairly Outcomes
- And Governance and Oversight Procedures
- POPI 4 of 2013 effective April 2014



\_\_\_\_\_  
Name of Key Individual

### Code of conduct

- All our approved and contracted partners will be subjected to our disclosure and disclaimer notices, the industry codes and Laws applicable to the short-term insurance industry (including but not limited to regulations, directives, guidance notes, information letter, interpretations or other documents issued by any regulatory body applicable to the Intermediary, the Insurer and / or the Insurance Business
- the Electronic Communications and Transactions Act, 25 of 2002, POPIA of 2013, Consumer Protection Act of 2008, PPR and TCF and the term Data Protection legislative requirements, FSRA, Insurance Act, Short Term Insurance Act, FAIS, FICA in terms of reporting only, TCF outcomes and POPIA
- The written signed agreement determined and specifying by PRM will be the accepted level and standard of services that must be rendered in terms of the agreement and functions that may be performed under the user authorization and access
- Contracted Intermediaries will be monitored for compliance after authorized user access
- Termination of users that are not complying will receive notice which will take in account the
- Interest of the policy holder and our commitment to the TCF principles
- User authorization will not materially increase the risk to the client and will not compromise the service and fair treatment of our clients
- Our Risk management plan will address any shortcomings and or risk of our authorized users that we may identify through our ongoing company monitoring procedure
- No fees will be charged or be permitted to be charged to authorized users
- Advertisement will be appropriate and information and timing will be consistent so that clients can make an informed decision without any jargon and or misleading content
- We commit to take all reasonable steps within our control to protect our users in relation to our provision of information and conduct

### Definitions

1. **Privacy** includes the right to protection against the unlawful collection, retention, dissemination and use of personal information
2. **Competent person** means any person who is legally competent to consent to any action or decision being taken in respect of any concerning child in respect of any matter
3. **Child** means a child under the age of 10 who is not legally competent to consent to any action or decision being taken in respect of any concerning child in respect of any matter
4. **Consent** means any voluntary specific and informed expression of will in terms of which permission is given for the processing of personal information
5. **Data subject** means the person to whom personal information relates
6. **Direct marketing** means to approach a data subject, either in person or by mail or electronic communication for direct or indirect purpose
7. **Information officer** in terms of section 1 of 17 or private body means the head of a private body in terms of section of 50 means the head of a private body contemplated in sec 1 of the promotion of access to information act
8. **Operator means** a person who is processes personal information for a responsible party in term of a contract or mandate
9. **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
10. **Regulator means** the information Regulator established in terms of sec 39.

11. **Unique identifier** means any identifier that is assigned to a data subject and is used by a responsible party for the purposes of the operations of the responsible party and that uniquely identifies that data subject in relation to that responsible party
12. **Processing** of special personal information sec 27 the Regulator may subject to subsection 3 upon application by a responsible party and by notice in the Gazette authorize a responsible party to process special personal information if such processing is in the public interest and appropriate safeguards have been put in place to protect the personal information of the data subject. The Regulator may impose reasonable conditions in respect of any authorization granted under subsection 2
13. **Electronic communication** means any text, voice, sound or image, message sent over an electronic communications network which is stored in the network or in the recipient's terminal equipment until it is collected by the recipient's terminal equipment until it is collected by the recipient
14. **Flying system** means any structured set of personal information whether centralized, decentralized or dispersed on a functional or geographical basis which is accessible according to specific criteria
15. **Restriction** means to withhold from circulation, use or publication any personal information that forms part of a flying system, but not to delete or destroy such information

#### Disclosures

- **Internet connections** not encrypted can be seen and recorded whatever goes in and out of a computer this includes emails, chats, site visits and even banking transactions on public Wi-Fi. By making use of an anti-virus program you can prevent exposure to your location, personal browsing history, online activities and computer IP address
  - **Personal information** must be collected directly from the data subject except as otherwise provided for
- 1) The information is contained in or derived from public record or has deliberately been made public by the data subject
  - 2) The data subject or a competent person where the data subject is a child has consented to the collection of the information from another source
  - 3) Collection of the information from another source would not prejudice a legitimate interest of the data subject
  - 4) Collection from another source is necessary:
    - a) To avoid prejudice to the maintenance of the law by any public body including the prevention, detection, investigation, prosecution and punishment of offences
    - b) To comply with an obligation imposed by law or enforced legislation
    - c) For the conduct of court procedures
    - d) The interest of national security
    - e) To maintain legitimate interest of the responsible party or of a 3<sup>rd</sup> party to whom the information is supplied
    - f) Compliance would prejudice a lawful purpose of the collection
    - g) Compliance is not reasonably practicable in the circumstances of the particular case
- Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service
  - By sharing your personal information directly through posting, uploading, inputting, providing or submitting your Submission you are granting Protocol Risk Managers (Pty) Ltd, its affiliated companies and necessary sub-licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to lawfully process as per the purpose it is intended for an consent copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to use your name in connection with your Submission
  - No compensation will be paid with respect to the use of your Submission, as provided herein. Protocol Risk Managers (Pty) Ltd is under no obligation to post or use any Submission you

may provide and may remove any Submission at any time at Protocol Risk Managers (Pty) Ltd.'s sole discretion.

- By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
- No compensation will be paid with respect to the use of your Submission, as provided herein. Protocol Risk Managers (Pty) Ltd is under no obligation to post or use any Submission you may provide and may remove any Submission at any time at Protocol Risk Managers (Pty) Ltd.'s sole discretion.
- By posting, uploading, inputting, providing or submitting your Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.
- Protocol Risk Managers (Pty) Ltd has no obligation to monitor the Communication Services. However, Protocol Risk Managers (Pty) Ltd reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Protocol Risk Managers (Pty) Ltd reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- Protocol Risk Managers (Pty) Ltd reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Protocol Risk Managers (Pty) Ltd.'s sole discretion
- If you are dissatisfied with any portion of the Protocol Risk Managers (Pty) Ltd website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Protocol Risk Managers (Pty) Ltd website.

- SERVICE CONTACT INFORMATION

- [info@protocoluma.co.za](mailto:info@protocoluma.co.za)

- MAY CONTACT OUR PERSONAL INFORMATION OFFICER AT THE FOLLOWING CONTACT DETAIL

NAME OF INFORMATION OFFICER	J Labuschagne
PHYSICAL ADDRESS	4 Acacia Road, Bedfordview
CONTACT DETAILS	021 554 0910
EMAIL ADDRESS	info@protocoluma.co.za

**Access request can be done via written requests and or web-based requests  
See information disclosure under complaints**

### **Privacy statement**

#### **Privacy notice towards no unlawful or prohibited use**

As a condition of your use of the Protocol Risk Managers (Pty) Ltd Website, you warrant to Protocol Risk Managers (Pty) Ltd that you will not use the Protocol Risk Managers (Pty) Ltd Website for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Protocol Risk Managers (Pty) Ltd Website in any manner which could damage, disable, overburden, or impair the Protocol Risk Managers (Pty) Ltd Website or interfere with any other party's use and enjoyment of the Protocol Risk Managers (Pty) Ltd Website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Protocol Risk Managers (Pty) Ltd Websites.

Use of communication services

we strive to ensure the security, integrity and privacy of information submitted. We will review and update security measures in accordance with future legislation and technological advances. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure, and we will endeavor to take all reasonable steps to protect the personal information, which we receive from our business partners and our party's online products and services. The FSP will at all times set the highest standards to ensure the integrity of their systems.

By sharing your personal information directly through posting, uploading, inputting, providing or submitting your Submission you are granting Protocol Risk Managers (Pty) Ltd, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to lawfully process as per the purpose it is intended for an consent copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission. If you are dissatisfied with any portion of the Protocol Risk Managers (Pty) Ltd website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Protocol Risk Managers (Pty) Ltd website.

The Protocol Risk Managers (Pty) Ltd Website may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"), you agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Services.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws or regulations

## Disclaimer

Agreement between User and Protocol Risk Managers (Pty) Limited

The Protocol Risk Managers (Pty) Ltd Website is comprised of various Web pages operated by Protocol Risk Managers (Pty) Ltd.

The Protocol Risk Managers (Pty) Ltd Website is offered to you conditional to your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Protocol

- The consent of the client will be the legal basis to which we will process personal information of the data subject
- The data subject will remain responsible to choose with whom and or what personal information will be shared
- By sharing personal information documentation to other parties those parties also own a version of the information even after the original owner deleted the documents
- PRM (Pty) Ltd Website constitutes your agreement to all such terms, conditions, and notices.
- Modification of these terms of use
- Protocol Risk Managers (Pty) Ltd reserves the right to change the terms, conditions, and notices under which the Protocol Risk Managers (Pty) Ltd Website is offered, including but not limited to the charges associated with the use of the Protocol Risk Managers (Pty) Ltd Website
- Links to Third Party sites
  - i) The Protocol Risk Managers (Pty) Ltd Website may contain links to other Websites ("Linked Sites"). The Linked Sites are not under the control of Protocol Risk Managers (Pty) Ltd and Protocol Risk Managers (Pty) Ltd is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Protocol Risk Managers (Pty) Ltd is not responsible for webcasting or any other form of transmission received from any Linked Site. Protocol Risk Managers (Pty) Ltd is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Protocol Risk Managers (Pty) Ltd of the site or any association with its operators.
- Data anonymization is a type of information sanitization whose intent is privacy protection. It is the process of either encrypting or removing personally identifiable information from data sets, so that the people whom the data describe remain anonymous. Data anonymization seeks to protect private or sensitive data by deleting or encrypting personally identifiable information from a database. Data anonymization is done for the purpose of protecting an individual's or company's private activities while maintaining the integrity of the data gathered and shared. Data anonymization is also known as "data obfuscation," "data masking," or "data de-identification."
- Protocol Risk Managers (Pty) Ltd has no obligation to monitor the Communication Services. However, Protocol Risk Managers (Pty) Ltd reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Protocol Risk Managers (Pty) Ltd reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.
- Protocol Risk Managers (Pty) Ltd reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Protocol Risk Managers (Pty) Ltd.'s sole discretion.
- Protocol Risk Managers (Pty) Ltd does not control or endorse the content, messages or information found in any Communication Service and, therefore, Protocol Risk Managers (Pty) Ltd specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service. Managers and hosts are not authorized Protocol Risk Managers (Pty) Ltd spokespersons, and their views do not necessarily reflect those of Protocol Risk Managers (Pty) Ltd.

- By posting, uploading, inputting, providing or submitting your Submission you are granting Protocol Risk Managers (Pty) Ltd, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission
- Protocol Risk Managers (Pty) Ltd does not claim ownership of the materials you provide to Protocol Risk Managers (Pty) Ltd (including feedback and suggestions) or post, upload, input or submit to any Protocol Risk Managers (Pty) Ltd Website or its associated services (collectively "Submissions"). , By posting, uploading, inputting, providing or submitting your Submission you are granting Protocol Risk Managers (Pty) Ltd, its affiliated companies and necessary sub licensees permission to use your Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; and to publish your name in connection with your Submission
- Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.
- Materials provided to Protocol Risk Managers (Pty) Ltd or posted at any Protocol Risk Managers (Pty) Ltd website
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### **Liability Disclaimer**

The information, software, products, and services included in or available through the Protocol Risk Managers (Pty) Ltd website may include inaccuracies or typographical errors. Changes are periodically added to the information herein. Protocol Risk Managers (Pty) Ltd and/or its suppliers may make improvements and/or changes in the Protocol Risk Managers (Pty) Ltd website at any time. Advice received via the Protocol Risk Managers (Pty) Ltd website should not be relied upon for personal, medical, legal or financial decisions and you should consult an appropriate professional for specific advice tailored to your personal situation. Protocol Risk Managers (Pty) Ltd and/or its suppliers make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, software, products, services and related graphics contained on the Protocol Risk Managers (Pty) Ltd website for any purpose. To the maximum extent permitted by applicable law, all such information, software, products, services and related graphics are provided "as is" without warranty or condition of any kind. Protocol Risk Managers (Pty) Ltd and/or its suppliers hereby disclaim all warranties and conditions with regard to this information, software, products, services and related graphics, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement. To the maximum extent permitted by applicable law, in no event shall Protocol Risk Managers (Pty) Ltd and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the use or performance of the Protocol Risk Managers (Pty) Ltd website, with the delay or inability to use the Protocol Risk Managers (Pty) Ltd website or related services, the provision of or failure to provide services, or for any information, software, products, services and related graphics obtained through the Protocol Risk Managers (Pty) Ltd website, or otherwise arising out of the use of the Protocol Risk Managers (Pty) Ltd website, whether based on contract, tort, negligence, strict liability or otherwise, even if Protocol Risk Managers (Pty) Ltd or any of its suppliers has been advised of the

possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you. If you are dissatisfied with any portion of the Protocol Risk Managers (Pty) Ltd website, or with any of these terms of use, your sole and exclusive remedy is to discontinue using the Protocol Risk Managers (Pty) Ltd website.

#### **Disclaimer: Contracted Intermediaries**

##### **Agreement: meaning documented and signed agreement**

The natural person/data subject cannot hold the institution liable if the natural person/data subject share the same unique identifiable information to other public services, networks like face book LinkedIn, google or any other public directories or websites

we strive to ensure the security, integrity and privacy of information submitted. We will review and update security measures in accordance with future legislation and technological advances.

Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure, and we will Endeavour to take all reasonable steps to protect the personal information, which we receive from our business partners and or3r party's online products and services. The FSP will at all times set the highest standards to ensure the integrity of their systems.

#### **Termination/Access Restriction**

Protocol Risk Managers (Pty) Ltd reserves the right, in its sole discretion, to terminate access to the Protocol Risk Managers (Pty) Ltd Website and the related services or any portion thereof at any time, without notice.

##### **General**

To the maximum extent permitted by law, this agreement is governed by the laws of South Africa. and you hereby consent to the exclusive jurisdiction and venue of courts in South Africa in all disputes arising out of or relating to the use of the Protocol Risk Managers (Pty) Ltd Website. Use of the Protocol Risk Managers (Pty) Ltd Website is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Protocol Risk Managers (Pty) Ltd as a result of this agreement or use of the Protocol Risk Managers (Pty) Ltd Website. Protocol Risk Managers (Pty) Ltd.'s performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Protocol Risk Managers (Pty) Ltd.'s right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Protocol Risk Managers (Pty) Ltd Website or information provided to or gathered by Protocol Risk Managers (Pty) Ltd with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Protocol Risk Managers (Pty) Ltd with respect to the Protocol Risk Managers (Pty) Ltd Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Protocol Risk Managers (Pty) Ltd with respect to the Protocol Risk Managers (Pty) Ltd Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be drawn up in English.

##### **Copyright and Trademark Notices:**

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