

1. Purpose

1.1. The purpose of this policy is to describe the way we collect, store, use, and protect information that can be associated with a specific natural or juristic person and can be used to identify that person (“personal information”).

2. Scope

2.1. The standard is applicable to all visitors to The Spice Factory website and customers who have subscribed to the services we offer.

3. Responsible Parties

3.1. The Spice Factory as the responsible party is accountable to comply with POPI.

4. Definitions

The Spice Factory In terms of use we refer to The Spice Factory as ‘Company’, ‘we’, ‘our’ or ‘us’.

Website and application site In terms of use we refer to our website as ‘site’.

Any person accessing the site In terms of use we refer to any person accessing this site as ‘you’ or ‘your’.

Personal information includes any information that lets the company identify a living person, such as your name/s and surname combined with your physical address, contact details and/or passport/identity number and/or personal information that uniquely identifies a legal entity, such as the trading name of a company combined with the company registration number.

Processing Means any operations concerning Personal Information Data, including the collection, receipt, recording, organization, collation, storage, updating, modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking as well as blocking, degradation, erasure or destruction of information.

POPIA Means The Protection of Personal Information Act, which aims to protect personal information of natural and juristic persons.

Special Personal Information It's a subcategory of personal information that's considered sensitive information. It's information that can be used to unfairly discriminate against a person like race and ethnicity, health etc.

5. Abbreviations

POPI Protection of Personal Information.

POPIA Protection of Personal Information Act.

6. Introduction

6.1. The Spice Factory respects your privacy and takes the protection of personal information very seriously.

6.2. The Spice Factory is committed to handling your personal information in the right way, for the right reasons and being fully compliant with the Protection of Personal Information Act and any related legislation.

6.3. Personal information

6.3.1. Includes:

- 6.3.1.1. Certain information collected on registration or while using our services
- 6.3.1.2. Optional information that you voluntarily provide to us (see below).

6.3.2. Excludes:

- 6.3.2.1. Information that has been made anonymous so that it does not identify a specific person;
- 6.3.2.2. Permanently de-identified information that does not relate or cannot be traced back to you specifically;
- 6.3.2.3. Non-personal statistical information collected and compiled by us and information that you have provided voluntarily in an open, public environment or forum including (without limitation) any blog, chat room, community,

classifieds or discussion board. Because the information has been disclosed in a public forum, it is no longer confidential and does not constitute Personal Information subject to protection under this policy.

- 6.4. Your use of the website is subject to these terms and by accessing the Site you agree to be bound by them. Our products and services are subject to separate terms and conditions which govern their provision and use.

7. Standard

7.1. Website Terms of use

- 7.1.1. The information contained in this website is for general information purposes only.
- 7.1.2. The information is provided by The Spice Factory and while we endeavour to keep all the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.
- 7.1.3. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.
- 7.1.4. Through this website you are able to link to websites of our affiliations which are not under the control of The Spice Factory, and the inclusion of any links does not imply an endorsement to the views expressed within such.

7.1.5. Cookies

- 7.1.5.1. When you access our website, we may send one or more cookies (small text files containing a string of alphanumeric characters) to your computer to collect certain usage information.
- 7.1.5.2. We use session cookies (which disappear after you close your browser) and persistent cookies (which remain after you close your browser and which can be removed manually) and may be used by your browser on subsequent visits to our website.

- 7.1.5.3. We use information gathered by cookies to improve the website and not to obtain personal information by stealth.

7.1.6. Web beacons

- 7.1.6.1. Our website may contain electronic image requests (called a “single-pixel gif” or “web beacon” request) that allow us to count page views and to access cookies.
- 7.1.6.2. Any electronic image viewed as part of a web page (including an ad banner) can act as a web beacon.
- 7.1.6.3. Our web beacons do not collect, gather, monitor or share any of your personal information. We merely use them to compile anonymous information about our website.

7.1.7. Copyright and Intellectual Property

- 7.1.7.1. We own all right to the content on this site, and its text and images. Any copying and reselling of any information or content on this site are not permitted.
- 7.1.7.2. The information held on this Site is for your personal, non-commercial use only.
 - 7.1.7.2.1. You may not transmit, modify, deep link, copy or make commercial use of the Site or any part of it without our prior permission.
- 7.1.7.3. You may download and/or print out all parts of the Site for your own personal, non-commercial use.

7.2. Information Privacy Policy

7.2.1. Collection of personal Information

- 7.2.1.1. Collection on registration or during use
 - 7.2.1.1.1. Once you register on our website or use the services offered by us, you will no longer be anonymous to us as you will provide us with

personal information. Upon registration, and to ensure accuracy, your information will be collected directly from the source.

7.2.1.2. Collection on use

7.2.1.2.1. In order to provide the services to you, you may be asked to provide us with additional information on a voluntary basis (“service information”).

7.2.1.3. Optional details

7.2.1.3.1. You may also provide additional information on a voluntary basis (“optional information”).

7.2.1.3.1.1. This includes content or product that you decide to upload or download from our website or when you enter competitions, take advantage of promotions, respond to surveys, register and subscribe for certain additional services, or otherwise use the optional features and functionality of the website.

7.2.1.4. Collection from browser

7.2.1.4.1. We automatically receive and record Internet usage information on our server logs from your browser, such as your Internet Protocol address (“IP address”), browsing habits, click patterns, version of software installed, system type, screen resolutions, colour capabilities, plug-ins, language settings, cookie preferences, search engine keywords, JavaScript enablement, the content and pages that you access on the website, and the dates and times that you visit the website, paths taken, and time spent on sites and pages within the website (“usage information”).

7.2.1.4.2. Please note that other websites visited before entering our website might place personal information within your URL during a visit to it, and we have no control over such websites. Accordingly, a subsequent website that collects URL information may log some personal information.

7.2.2. Purpose for collection

7.2.2.1. We may use any service information and optional information provided by you only for such purposes as indicated to you at the time you agree to provide such service information or optional information.

7.2.2.2. We may use your usage information for the purposes described above and to:

7.2.2.2.1. Remember your information so that you will not have to re-enter it during your visit or the next time you access the website

7.2.2.2.2. Monitor website usage metrics such as total number of visitors and pages accessed

7.2.2.2.3. Track your entries, submissions, and status in any promotions or other activities in connection with your usage of the website.

7.2.3. **Consent to collection**

7.2.3.1. By agreeing to our Terms of Use and Privacy Policy, you are aware that we capture your personal information on this site for the purposes set out in this policy.

7.2.3.2. By agreeing to our Terms of Use and Privacy Policy, you are aware that your personal information can and will be processed; the intended purpose of the collection of information as well as the type of information collected from you.

7.2.3.3. By agreeing to our Terms of Use and Privacy Policy, you are aware that we will not share your information with any third parties but will not be held liable should your personal information be jeopardised, harvested, copied, amended or used resulting from an unwarranted or unforeseen infringement or breach of our Firewall.

7.2.3.4. We will always obtain your consent to collect personal information:

7.2.3.4.1. in accordance with applicable law; and

7.2.3.4.2. at the time you provide us with any registration information or optional information.

7.2.4. **Use**

7.2.4.1. Messages and updates.

7.2.4.1.1. If you choose to opt in, we may send administrative messages and email updates to you regarding the website. You can always choose to opt out at any time thereafter.

7.2.4.1.2. By agreeing to opt in, you give your consent that we may contact you using your contact numbers, email or other electronic communication methods you have supplied us with, and you expressly agree to this.

7.2.5. Disclosure

7.2.5.1. Sharing

7.2.5.1.1. We may share your personal information with:

7.2.5.1.1.1. Other divisions or companies within the group of companies to which we belong so as to provide joint content and services like registration, for transactions and customer support, to help detect and prevent potentially illegal acts and violations of our policies, and to guide decisions about their products, services and communications;

7.2.5.1.1.2. Our service providers under contract who help with parts of our business operations (including fraud prevention, bill collection, technology services).

7.2.5.1.1.2.1. Our contracts dictate that these service providers only use your information in connection with the services they perform for us and not for their own benefit;

7.2.5.1.1.3. Credit bureaux to report account information, as permitted by law;

7.2.5.1.2. Law enforcement.

7.2.5.1.2.1. We may disclose personal information if required:

7.2.5.1.2.1.1. by a subpoena or court order;

7.2.5.1.2.1.2. to comply with any law;

7.2.5.1.2.1.3. to protect the safety of any individual or the general public; and

7.2.5.1.2.1.4. to prevent violation of our service terms.

7.2.5.1.3. Marketing purposes.

7.2.5.1.3.1. We may disclose aggregate statistics (information about the customer population in general and anonymised terms) about the personal information.

7.2.5.1.4. Employees.

7.2.5.1.4.1. We may need to disclose personal information to our employees that require the personal information to do their jobs but they are all contractually bound to adhere to the provisions of POPI.

7.2.5.1.5. Change of ownership.

7.2.5.1.5.1. If we undergo a change in ownership, or a merger with, acquisition by, or sale of assets to, another entity, we will ask your permission to assign our rights to the personal information we process to a successor, purchaser, or separate entity. If you are concerned about your personal information migrating to a new owner, you can request us to delete your personal information.

7.2.6. **Security of personal information**

7.2.6.1. Generally, we use continually updated computer safeguards such as firewalls and data encryption to protect personal information and we enforce physical access controls to our buildings and files. We authorise access to personal information only for those employees who require it to fulfil their job responsibilities.

7.2.6.2. Our hosting company will host our website in a POPI compliant environment and secure server environment that uses a firewall and other advanced security measures to prevent interference or access from outside intruders. We authorize access to personal information only for those employees who require it to fulfil their job responsibilities who have all contractually bound themselves to adhere to the principles of personal data protection.

7.2.6.3. We will not be held liable should your personal information be jeopardised, harvested, copied, amended or used as a result of fraudulent activity, an unwarranted or unforeseen infringement or breach of our firewalls.

7.2.7. **Accuracy**

7.2.7.1. We will try to keep the personal information we collect as accurate, complete and up to date as is necessary for the purposes explicitly defined in this policy.

- 7.2.7.2. From time to time we may request you to update your personal information on the website or by other means. You are able to review or update any personal information that we hold on you by contacting us. Please note that in order to better protect you and safeguard your personal information, we will verify your identity before granting you access to your account or making any corrections to your personal information.

7.2.8. Retention of personal information

- 7.2.8.1. We will only retain your personal information for as long as it is necessary to fulfil the purposes explicitly set out in this policy, unless:
 - 7.2.8.1.1. retention of the record is required or authorised by law; or
 - 7.2.8.1.2. you have consented to the retention of the record.
 - 7.2.8.1.2.1. During the period of retention, we will continue to abide by our non-disclosure obligations and will not share or sell your personal information.

7.2.9. Transfer of personal information outside South Africa

- 7.2.9.1. We may transmit or transfer personal information outside South Africa to a foreign country.
- 7.2.9.2. Personal information may be stored on servers located outside South Africa in a foreign country whose laws protecting personal information may not be as stringent as the laws in South Africa.
- 7.2.9.3. You consent to us processing your personal information in a foreign country whose laws regarding processing of personal information may be less stringent.

7.2.10. Risk

- 7.2.10.1. By accessing this website, you understand that you are at risk and we will not be held liable for any occurrences whatsoever arising from this.

7.2.11. Limitation

- 7.2.11.1. We are not responsible for, give no warranties, nor make any representations in respect of the privacy policies or practices of linked or any third party websites.

7.3. Terms of use of website

- 7.3.1. Whilst we try to ensure that access to the Site is always available, from time to time. We may modify, suspend or discontinue, temporarily or permanently, the Site or any part of it, without notice. You acknowledge and accept that the Site or any part of it may not be available at all times.
- 7.3.2. Nothing contained on the Site constitutes legal, technical or other advice and is not to be relied on in making an investment or other decision. You should obtain professional advice from our Technical Department before making any decision based on any information on this Site.

7.4. Acceptance of terms

- 7.4.1. You must accept all the terms of this policy when you register for any of our services. If you do not agree with anything in this policy, then you may not register for and use any of the services.
- 7.4.2. You may not access our website or use our services if you are younger than 18 years old or do not have legal capacity to conclude legally binding contracts.
- 7.4.3. By accepting our Terms of Use and Privacy Policy you are aware, and agree to allow us to use all information strictly under our Terms of Use and Privacy Policy.
- 7.4.4. By accepting this policy, you are deemed to have read, understood, accepted, and agreed to be bound by all its terms.

7.5. Changes to The Terms of Use and Privacy Policy

- 7.5.1. The Spice Factory reserves the right to change the terms of this policy at any time.
- 7.5.2. All changes to this policy will be posted on the website.
- 7.5.3. Unless otherwise stated, the version reflective on the website shall supersede and replace all previous versions of this policy.

7.6. Enquiries

- 7.6.1. If you have any questions or concerns arising from the Terms of Use of Privacy Policy or the way in which we handle personal information, please contact us on (011) 748 2660.

8. General

- 8.1. This Policy is subject for review on the date stipulated; prior review is permitted based on legislative requirements, or business requirements and at the discretion of The Spice Factory Management.

9. References

- 9.1. Protection of Personal Information Act No 4 of 2013

