

Privacy Statement

The purpose of this document ("Privacy Statement") is to inform the reader of how Nianova Limited and all of its subsidiaries ("Nianova") manages and processes (any operation or set of operations performed on data by any means such as collecting, recording, organization, storage, adaptation, or alteration of personal information etc.) personal information. The manner in which Nianova manages Personal Information (personal data, as defined in the data protection laws, includes, but is not limited to, names, postal address, email address, telephone number, date of birth etc.), is subject to the Electronic Communications and Transactions Act 25 of 2002; Protection of Personal Information Act 4 of 2013 and the European Union General Data Protection Regulations ("Data Protection Laws").

When users (individuals who make use of any Nianova websites and/or applications) interact with Nianova, submit information to Nianova, or sign up for any products and/or services offered by Nianova, all personal information, which may be collected through our website or other channels, is treated as confidential and private. Nianova manages the user's personal information in the following ways: By collecting personal information;

1. Using such personal information;
2. Sharing (amongst ourselves) the users' personal information; and
3. Disclosing such personal information to Nianova authorised service providers as well as relevant third parties in the manner set forth in this Privacy Statement.

Nianova may from time to time update this document to ensure that it is consistent with future developments, industry trends and/or any changes in legal or regulatory requirements.

1. Collection Of Personal Information

1. Generally, Nianova collects user Personal Information in the following ways:
 1. Upon submission of an application form or other forms relating to any of Nianova's products and services;
 2. When interacting with Nianova's customer service officers (via telephone calls, letters, face-to-face meetings, and emails);
 3. When making use of any Nianova service i.e., Websites and/or applications;
 4. Upon submission of a request for Nianova to contact them, or request to be included in an email or other mailing lists;
 5. When there is a response to Nianova promotions, initiatives or to any request for additional Personal Data;
 6. When contacted by or respond to Nianova marketing representatives and customer service officers;
 7. When Nianova receives references from business partners and third parties;
 8. When Nianova seeks information from third parties in connection with the products and services applied for; and

9. Upon submitting Personal Information to Nianova for any other reason.
2. When a user browses Nianova's Websites, it is generally done anonymously. Nianova does not automatically collect Personal Information unless such information is provided, or login credentials are used.
3. If Nianova is provided with any Personal Information relating to a third party (e.g., information about a spouse, children, parents and/or employees), by submitting such information, a user confirms that the consent of the third party to provide Nianova with such personal information has been obtained.
4. Users must ensure that all Personal information submitted to Nianova is complete, accurate, true, and correct. Failure to do so may result in Nianova's inability to provide users with the products and services requested.

2. Purposes For The Collection, Use And Disclosure Of Personal Information

1. Generally, Nianova collects, uses, and discloses the Personal Information of users for the following purposes:
 1. To respond to queries and requests;
 2. To manage the administrative and business operations of Nianova and comply with internal policies and procedures;
 3. To facilitate business asset transactions (which may extend to any mergers, acquisitions, or asset sales) involving any of the Companies;
 4. To match any Personal Information held, relating to any of the purposes listed herein;
 5. To resolve complaints and handle requests and/or enquiries;
 6. To prevent, detect, investigate a crime, analyse, and manage commercial risks;
 7. To provide media announcements and responses;
 8. To monitor or record phone calls and customer-facing interactions for quality assurance, employee training and performance evaluation and identity verification purposes;
 9. For legal purposes (including but not limited to obtaining legal advice and dispute resolution);
 10. To conduct investigations relating to disputes, billing, suspected illegal activities or fraud;
 11. To meet or comply with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on Nianova (including but not limited to responding to regulatory complaints, reporting to regulatory bodies, and conducting audit checks, due diligence, and investigations); and
 12. For purposes that are reasonably related to the aforementioned.
2. In addition to the above, Nianova collects, uses, and discloses Personal Information of users for the following purposes:
3. Furthermore, where permitted under the Data Protection Laws:
4. In relation to particular products and services or user interactions, Nianova may also specifically notify users of other purposes for which personal information is collected, used, or disclosed.

5. Users have a choice to withdraw consent for receiving marketing or promotional materials/communication. Users may contact Nianova using the Head Office contact details found on the main website ([Nianova](#)) or by contacting info@nianova.net
6. Once Nianova receives confirmation that a user wishes to withdraw consent for marketing or promotional materials/communication, it may take up to 30(thirty)working days for the withdrawal to be reflected on the system. Therefore, users may continue to receive marketing or promotional materials/communication during that period of time. It may be noted that even upon withdrawal of consent for the receipt of marketing or promotional materials, Nianova may still contact users for other purposes in relation to the products and services held by users or subscriptions to Nianova.

3. Processing Of Personal Information

1. By providing Personal Information to Nianova, users acknowledge that the information has been collected from them directly and there is consent for Nianova to process such information.
2. Where users submit Personal Information (such as name, address, telephone number and email address) via the Nianova Website (e.g., through completing any online form) the following principles are observed in the processing of such information:
 1. Nianova will only collect Personal Information for a purpose consistent with the purpose for which it is required. The specific purpose for which information is collected will be apparent from the context in which it is requested.
 2. Nianova will only process Personal Information in a manner that is adequate, relevant, and not excessive in the context of the purpose for which it is processed.
 3. Personal Information will only be processed for a purpose compatible with that for which it was collected unless the user has agreed to an alternative purpose in writing or Nianova is permitted in terms of national legislation of general application dealing primarily with the protection of Personal Information.
 4. Nianova will keep a record of all Personal Information collected and the specific purpose for which it was collected for a period of 1 (one) year from the date on which it was last used.
 5. Nianova will not disclose user Personal Information relating to any third party, unless prior written consent from the user is obtained, or where Nianova is required to do so by law.
 6. If Personal Information is released with the consent of the user, Nianova will retain a record of the information released, the third party to which it was released, the reason for the release and the date of release, for a period of 1 (one) year from the date on which it was last used.
 7. Nianova will destroy or delete any Personal Information that is no longer needed by Nianova for the purpose it was initially collected, or subsequently processed.

4. Disclosure Of Personal Information

1. Nianova will take reasonable steps to protect the Personal Information of users against unauthorised disclosures. Subject to the provisions of

any applicable law, Personal Information may be disclosed for the purposes listed above (where applicable) to the following:

1. Nianova related corporations and employees to provide content, products, and services to address user questions and requests in relation to customer accounts, subscription, and billing arrangements with Nianova as well as products and services;
2. Companies providing services relating to insurance and consultancy to Nianova;
3. Agents, contractors, or third-party service providers who provide operational services to Nianova, such as courier services, telecommunications, information technology, payment, printing, billing, payroll, processing, technical services, training, market research, call centre, security, or other services to Nianova;
4. Vendors or third-party service providers in connection with marketing promotions and services offered by Nianova;
5. Other telecommunications, content, or other service providers to facilitate their provision of content or services, or for interconnection, inter-operability, system operation and maintenance and billing between service providers;
6. Collection and repossession agencies in relation to the enforcement of repayment obligations for debts;
7. Credit bureaus for the purpose of preparing credit reports or evaluation of credit-worthiness;
8. External banks, credit card companies and their respective service providers;
9. Nianova's professional advisers such as auditors and lawyers;
10. Relevant government regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any governmental authority; and
11. Any other party to whom users authorise Nianova to disclose Personal Information to.

5. Use Of Cookies

1. Nianova uses cookies (a small piece of information that is placed on a user's computer when visiting certain websites) for the following purposes:
 1. To enable certain features and functions on websites, e.g., remembering user-id, favourite channel selections, browsing and other service preferences;
 2. To build up a profile of how users experience the website;
 3. To improve the efficiency of Nianova's website;
 4. To administer services to users and advertisers; and
 5. To establish usage statistics.
2. Most internet browsers provide users with the option of turning off the processing of cookies (please see the "help" section of the browser), but this may result in the loss of functionality, restrict the use of the website and/or delay or affect the way in which it operates.
3. Advertisements on the Nianova website may be provided by third-party advertisers and their agencies. These may generate cookies to

track how many people have seen a particular advertisement (or use the services of third parties to do this) and to track how many people have seen it more than once. Nianova does not control these third parties and their cookie policies. Should users have any questions about Nianova's Data Privacy Policy, they may contact Nianova.

4. Nianova is not responsible for the Personal Information policies (including Personal Information protection and cookies), content or security of any third-party websites linked to the Website.

6. **Queries**

1. If a user:
 1. Would like to withdraw consent to any use of their Personal Information as set out in this Privacy Statement, they may contact the business unit executive that manages their account.
 2. Would like to obtain access and make corrections to their Personal Information records, they may contact the business unit executive that manages their account.
2. If your Personal Information has been provided to Nianova by a third party (e.g., a referrer), users should contact that organisation or individual to make such queries, complaints, and access correction requests to Nianova on their behalf.
3. If a user withdraws their consent to any or all use of Personal Information, depending on the nature of such a request, Nianova may not be in a position to continue to provide its products and services to users. In addition, Nianova may not administer any contractual relationship in place, which in turn may also result in the termination of any agreements with Nianova and may result in the user being in breach of contractual obligations or undertakings. Nianova's legal rights and remedies in such an event are expressly reserved.

7. **Governing Law**

1. This Privacy Statement and use of the Website shall be governed in all respects by the laws of South Africa.

Privacy Policy

1. **Abbreviations**

1. **Nianova**

Nianova and all of its subsidiaries, affiliates and business employees (i.e. employees, directors, senior managers, executives, temporary staff members, agents, consultants, seconded, home-based, casual and agency staff, volunteers and interns), Nianova service providers and Nianova business associates and partners.

2. **Data Protection Laws**

Means all applicable law relating to data protection, privacy and security when processing Personal Information under the

Agreement. This includes without limitation applicable international and local data protection, privacy, export or data security directives including the Electronic Communications and Transactions Act 25 of 2002, Protection of Personal Information Act 4 of 2013 and the General Data Protection Regulation.

3. **Personal Information**

Personal data is any data recorded electronically or in hard copy, that if viewed on its own, or collectively with other data, can be used to uniquely identify an individual or a legal entity.

4. **Processing**

Means any operation, or set of operations, performed on Data, by any means, such as by collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction and “Processing” shall have a corresponding meaning.

5. **GDPR**

General Data Protection Regulation

6. **POPIA**

Protection of Personal Information Act

2. **Introduction**

Data protection and privacy through lawful, legitimate and responsible processing and use of personal data is a fundamental human right enshrined under various international laws. The Nianova Data Privacy Policy (this Policy) outlines the core principles that Nianova endeavours to pursue in relation to the processing of personal data. The Principals set out in this Policy ensure that personal data is processed in line with regulatory requirements, industry-wide best practices and our code of conduct. The Protection of Personal Information Act (POPI Act or POPIA) and the General Data Protection Regulation (GDPR) are the primary pieces of legislation that governs how Nianova collects and processes personal data.

3. **Purpose**

The purpose of this Nianova Policy is to set out the basic principles relating to the processing of personal information. This Policy sets out

how Nianova process the personal data of its staff, trading partners, suppliers and other third parties.

4. Scope

1. This policy applies to Nianova, its subsidiaries, affiliates and business employees (i.e. employees, directors, senior managers, executives, temporary staff members, agents, consultants, seconded, home-based, casual and agency staff, volunteers and interns), Nianova service providers and Nianova business associates and partners.
2. This policy is intended to assist the directors, officers, employees and appointed agents of Nianova in assessing the legal position applicable to a particular decision, behaviour, conduct, act or omission.

5. Consequences of non-compliance

1. Wilful and deliberate non-compliance with this policy can expose Nianova to significant regulatory sanctions, fines, criminal and/or civil liability. The reputational damage arising from such non-compliance will negatively affect Nianova's ability to attract and maintain clients.
2. Employees who fail to comply with this policy may be subject to disciplinary action including dismissal and personal liability such as fines and/ or imprisonment under the relevant laws.

6. Governance and Implementation

1. This policy must be approved by the Nianova Board of Directors.
2. This policy must be reviewed every two years or when a significant event occurs, taking into account any changes to regulatory requirements and business operations.
3. The Executives and Management of Nianova are responsible for the successful implementation of the provisions of this policy.

7. Roles and responsibilities

1. Assigning roles and responsibilities are necessary to give effect to the requirements of this policy
 1. **Policy Owner**
 - The Nianova Policy Owner is ultimately accountable for ensuring that Nianova and its employees comply with the requirements set out in this process.
 2. **Policy Custodian**
 - The Policy Custodian is responsible for overseeing all dispensations, waivers and breaches to this process.
 - The Policy Custodian is responsible for facilitating the review(s) as set out in the policies or standards.
 3. **Board of Directors and the Executive Committee**
 - The Nianova Board of Directors and the Executive Committee are ultimately accountable for ensuring that Nianova and its employees comply with the requirements set out in this policy; and

- In addition, the board must ensure that Nianova complies with all applicable laws, regulations and supervisory requirements.
4. **Business or Function Head**
 5. **The business or function head is responsible for the following:**
 - Ensuring this policy is effectively implemented within their business.
 - The Business Head may delegate their responsibility (but not accountability) for implementation of this policy to an appropriate executive within the business
 6. **Employees**
 - All employees within Nianova are responsible for complying with this policy.

8. Policy Principles

1. Processing of Data

Nianova's core principles are based on the provisions of GDPR must ensure that all personal data is:

1. Processed lawfully, fairly and in a transparent manner;
2. Collected only for specified, clear and legitimate purposes;
3. Adequate, relevant and limited to what is necessary for relation to the purposes for which it is to be processed;
4. Accurate and kept up to date where applicable;
5. Not kept in a format that allows identification of a data subject for longer than is necessary for the purposes for which the data is processed;
6. Processed in a manner that ensures its security using appropriate technical and organisational measures to protect against unauthorised or unlawful processing and against accidental loss, destruction or damage.

Additionally, Nianova must ensure that:

7. Personal information is not transferred to another country without appropriate safeguards being in place; and
8. Nianova allows people to exercise their rights in relation to their personal data. Nianova is responsible for and must be able to demonstrate compliance with all of the above principles.

2. Lawfulness, Fairness and Transparency

When collecting and processing personal information for any specific purpose, Nianova must always have a lawful basis for doing so. Processing personal information is lawful when at least one of the following circumstances is present:

1. The data subject has given their consent for one or more specific purposes;
2. The processing is necessary for the performance of a contract to which the data subject is a party;
3. To comply with Nianova legal obligations;
4. To protect the vital interests of the data subject or another person; or
5. To pursue Nianova's legitimate interests where those interests are not outweighed by the interests and rights of the person.

Nianova must document the above lawful reasons relied upon when processing personal information for each specific purpose.

3. **Consent as a lawful basis for processing**

Consent may not always be the only basis for being able to process data. This will depend on the specified circumstance or scenario. A person's consent must be

1. Specific;
2. Informed (explained in plain and accessible language);
3. Unambiguous;
4. Separate and unbundled from any other terms and conditions provided to the data subject;
5. Freely and genuinely given.

4. **Openness**

1. A person must be able to withdraw their consent without reservation. Once consent has been given, it will need to be updated where Nianova wishes to process the \ personal data for a new purpose that is not compatible with the original purpose for which they were collected.
2. Chapter 6 of POPIA and Chapter 3 Section 1 of GDPR requires Nianova to ensure that any information provided by Nianova to people about how their personal data will be processed is concise, easily accessible, easy to understand and written in plain language. (Privacy Notice)
3. Nianova must demonstrate transparency by providing people with the appropriate Privacy Notices before it collects and processes their personal information and at the appropriate times throughout the processing of their personal information.
4. Where Nianova obtains any personal information about a person from a third party (for example, CVs from recruitment or background criminal checks in relation to employee on-boarding) it must check that it was collected by the third party in accordance with this policy's

requirements that the sharing of such personal information with Nianova was clearly explained to the person.

9. Data Minimisation

1. The personal information that the Nianova collects and processes must be adequate, relevant and limited to what is necessary for relation to the purposes for which it is to be processed.
2. Personal information must only be processed when necessary for the performance of duties and tasks and not for any other purposes.
3. Accessing of personal information where there is no authorisation to do so, or where there is no reason to access, may result in disciplinary action and in certain circumstances, may constitute a criminal offence.
4. When collecting personal information, as required for the performance of duties and tasks, there should not be a request that a person provides more personal information than is strictly necessary for the intended purposes.
5. Where personal information is no longer needed for the specific purposes for which it was collected, such information must be deleted, destroyed and/ or anonymised.

10. Accuracy

Personal information that Nianova collects and processes must be:

- A. Accurate and, where required and kept up-to-date; and
 - B. Corrected and/or deleted, without delay, where an error has been discovered.
2. Where appropriate, any inaccurate or expired records should be deleted or destroyed.

11. Storage Limitation

1. The personal information that Nianova collects and processes must not be kept in a form that identifies a person for longer than what is necessary for relation to the purposes for which it was collected (this is subject to compliance with any legal, accounting or reporting requirements).
2. There must be a regular review of any personal information which has been processed in the performance of duties to assess whether the purposes for which the information was collected has expired.
3. Where appropriate, reasonable steps must be taken to delete or destroy any personal data that Nianova no longer requires in accordance with Nianova's Record Management Policies.
4. All privacy notices and fair processing notices must inform data subjects of the period for which their personal data will be stored or how such period will be determined.

12. Security of Personal Information

1. The personal information that Nianova collects and processes must be secured by appropriate technical and organisational measures against accidental loss, destruction or damage, and against unauthorised or unlawful processing.
2. Nianova must develop, implement and maintain appropriate technical and organisational measures for the processing of personal information taking into account the:
 - . Nature, scope, context and purposes for such processing; and
 - A. The volume of personal data processed, likelihood and severity of the risks of such processing for the rights of persons.
3. Nianova must regularly evaluate and test the effectiveness of such measures to ensure that they are adequate and effective. There is a responsibility for ensuring the security of personal information processed throughout the performance of duties.
4. All procedures that Nianova have put in place to maintain the security of personal information from collection to destruction must be observed and adhered to.
5. Confidentiality, integrity and availability of personal information must be maintained at all times:
 - . Confidentiality means that only people who need to know and are authorised to process any personal information can access it;
 - A. Integrity means that personal information must be accurate and suitable for the intended purposes;
 - B. Availability means that those who need to access the personal information for authorised purposes are able to do so.
6. Sharing personal information with third parties is prohibited unless:
 - . Nianova has agreed to this in advance; and
 - A. There has been an issuance to the respective person, of a privacy notice, beforehand and where such a third party is processing the personal information on Nianova's behalf.

13. Persons' Rights

1. Chapter 3 of GDPR provides people with a number of rights in relation to their information. These rights include:
 0. The right to withdraw consent unconditionally;
 1. The right to be informed about how Nianova collects and processes personal information;
 2. The right to receive a copy of the personal information that Nianova holds;
 3. The right to have inaccurate personal data corrected or incomplete information completed;
 4. The right to ask Nianova to delete or destroy personal data if the personal data is no longer necessary in relation to the

purposes for which it was collected, consent has been withdrawn (where applicable), a person has objected to the processing, the processing was unlawful, the personal information has to be deleted to comply with a legal obligation and/or the personal information was collected from a person under the age of 13 and they have reached the age of 13;

5. The right to restrict the processing if there is a reasonable belief that the personal data is inaccurate;
6. The right to receive or ask Nianova to transfer personal information to a third party;
7. The right to be notified of a personal data breach; and
8. The right to make a complaint to the CRO or another appropriate supervisory authority.

14. Data Protection

1. A Data Protection Impact Assessment (DPIA), also known as a Privacy Impact Assessment, is a process to help identify and minimise the data protection risks involved in projects, processes and activities involving the processing of personal data. DPIAs are required for processing personal information likely to result in a high risk to the individuals and where new technologies are involved. In practice, Nianova requires a DPIA for any projects involving the use of personal data, including new systems, solutions and some research studies. A DPIA must:

0. Describe the nature, scope, context and purposes of the processing;
1. Assess necessity, proportionality and compliance measures;
2. Identify and assess risks to individuals; and
3. Identify any additional measures to mitigate those risks.

15. **Record Retention** All records pertaining to this policy should be retained in accordance with Nianova's internal record retention policy.