



PRIVACY POLICY

1. Introduction

- 1.1. EESUp (Pty) Ltd creates equity in income and wealth distribution through shared consumer ownership.
- 1.2. EESUp (Pty) Ltd operates through EESUp Retail NPC (collectively referred to as “EESUp”), which executes its purpose through the EESUp mobile and web applications (collectively referred to as the “Platforms”).
- 1.3. EESUp respects, considers important, and protects the privacy and personal information of its customers (“User”), the users of the Platforms in terms of this Privacy Policy.
- 1.4. This Privacy Policy has been developed to acknowledge the importance of and assist in providing a framework for the appropriate level of protection for User identification, collection, holding, using, disseminating, merging, collating, disclosing, and protection of User’s personal information.
- 1.5. This Privacy Policy presents EESUp’s commitment to compliance with South African data protection legislation, including Protection of Personal Information (“POPI”), the consumer protection act, the electronic transaction and communication act, and all other applicable privacy legislation.
- 1.6. Except as set in this Privacy Policy, EESUp do not share, sell, or disclose to third parties, any personal information collected on the Platforms.

1.7. This Privacy Policy should be read carefully to understand how EESup will treat User's personal information together with our Term and Conditions, which can be found on the Platforms.

2. Acceptance of this Privacy Policy

2.1. EESUp reviews its policies regularly and occasionally may need to change or update them. The most current version of this Privacy Policy will always be posted on the Platforms and will be effective from the date of posting.

2.2. The User agrees that they will check and familiarise themselves with the Privacy Policy from time to time.

2.3. The User, by submitting their details and using the Platforms accepts the current version of the Privacy Policy as posted on the Platforms.

2.4. The User expressly consents to the use and disclosure of their personal information in the manner described herein.

2.5. If the User objects to any of the potential uses described in this or a revised version of the Privacy Policy, they are requested to deregister and not make use of the Platforms any further.

3. Personal Information

Personal Information is any information that identifies or relates specifically to the User, including, for example, name, age, identification number, contact number, contact address, location and banking details. In short, any information unique and private to the User known by EESUp will be regarded as the User's personal information.

4. Why EESUp collects Personal Information

4.1. The User agrees that EESUp may process their personal information for the following purposes:

4.1.1. to create and update the User's account;

4.1.2. to verify the User's identity;

4.1.3. to facilitate the services offered on the Platforms;

4.1.4. to contact the User in the normal course of providing services on the Platforms, which includes push messages on the mobile App and SMS and e-mail notifications on all platforms;

4.1.5. to facilitate User support;

4.1.6. to enable communication between Users and third parties supporting EESUp in the delivery of services on the Platforms;

4.1.7. to communicate with the User about changes to current service offerings and introducing new service offerings available on the Platforms from either EESUp or their business partners;

4.1.8. to create aggregate and statistical data which will not identify the User but will assist EESUp and their business partners to understand consumer behaviour in the market;

4.1.9. to tailor the User's experience on the Platforms to ensure content is customised and displayed according to the User's preferences;

4.1.10. to improve EESUp's service selection and the User's experience on the Platforms;

4.1.11. to perform internal operations necessary to optimise the Platforms, including troubleshoot software bugs and operational problems, to conduct data analysis, testing, and research, and to monitor and analyse usage activity trends;

- 4.1.12. for testing, research, analysis and product development. This allows EESUP to improve and enhance safety and security of the Platforms, develop new features and products in connection with the platforms; and
- 4.1.13. to investigate or address claims or disputes relating to the User's use of the Platforms, or as otherwise allowed by applicable law, or as requested by regulators, government entities, and regulatory.
- 4.2. If such use or disclosure is required to comply with any applicable law, subpoena, order of court or legal process served on EESUp, or to protect and defend EESUp's rights as a company.
- 4.3. In the event of a fraudulent online payment, EESUp is entitled to disclose the relevant personal information for criminal investigation purposes or in line with any other legal obligation for disclosure of the personal information which may be required of EESUp.
- 4.4. The User may choose to opt out of any marketing communication or newsletters
 - 4.4.1. Every marketing communication sent to the User will contain an "Unsubscribe" link.
 - 4.4.2. Where the User have elected to opt out of any direct marketing being sent by EESUp, such opt out will be recorded and the User will no longer be sent direct marketing material.
 - 4.4.3. The User may also opt out of push notifications from EESUp mobile App by disallowing them on their mobile App settings.

5. What Personal Information is collected

- 5.1. The following Personal Information is collected by or on behalf of EESUp from the User, either from:

5.1.1.the documentation we request and the User provide; or

5.1.2.information about the User that is publicly available; or

5.1.3. third parties from whom EESUp is authorised the collect Personal Information; or

5.1.4.which, by law EESUp is entitled to collect.

5.2. Information that the User provides to EESUp.

5.2.1. When the User registers or updates their account on the Platforms, they are require to provide Personal Information which includes but is not limited to their name, surname, identification number, birth date, mobile number, email address, physical address, delivery address, sign-in name and sign-in password.

5.2.2. EESUp may collect special categories of personal information about the User with their explicit consent. This will include all information given to EESUp during their use of the Platforms and/or services, and any personal information they give us in their capacity as the User.

5.2.3. EESUp wants to provide the User with the best possible service, telephone calls may be recorded and/or monitored for quality checks and staff training. Recordings may also be used to help EESUp combat fraud.

5.2.4. Information given when the User signs up for marketing newsletters, complete surveys send on or behalf of EESUp or enters competitions.

5.3. Information created when the User uses the Platforms.

5.3.1. EESUp may collect the User's precise or approximate location information as determined through data such as GPS, IP address and/or WiFi, depending on the platform that the User use, and the User's App settings or device permissions.

5.3.2. EESUp collects transaction details relating to the User's use of the platforms.

5.3.3. EESUP may collect information about how the User interacts with the Platforms, preferences expressed, and settings chosen. In some cases, this is done using cookies, pixel tags, and similar technologies that create and maintain unique identifiers.

5.3.4. EESUp may collect information about the devices the User uses to access and use the Platforms.

5.3.5. EESUp may collect information from referring websites/applications.

5.4. Information from supply partners, delivery agents, payment processors, marketing service providers, third party business partners and relevant governmental departments.

5.5. Additional data collection

5.5.1. EESUp may collect information about the User's device including where available, IP address, operating system and browser type for system administration and to report aggregate information to advertising partners which allow EESUp to have a better understanding of the User's requirements and/or preferences by using cookies to track the User as they travel from website to website recording what commercial advertisements they view and select while browsing.

5.5.2. This statistical data about browsing actions and patterns does not identify any individual. EESUp may also obtain information about the User's general internet usage by using cookies which is stored on the hard drive of the User's computer. Cookies enable EESUp to improve its service to the User, estimate audience size, determine usage patterns, store information about the User's preferences and recognise the User when they return to the Platforms.

- 5.5.3. The User can set their web browser to refuse cookies, but if they do this they may not be able to enjoy full use of the Platforms and they may not be able to take advantage of certain promotions, that runs from time to time. Please note that third parties who advertise on EESUp may also use cookies, but EESUp does not have access to, or have control over them and therefore cannot take responsibility for them.
- 5.5.4. EESUp may combine information collected from these sources with another information in its possession.
- 5.5.5. The User agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state otherwise misrepresent the User's affiliation with anyone or anything.
- 5.5.6. The User agrees to update their personal information as soon as reasonably possible.

6. Who has access to Personal Information

- 6.1. The User agrees that EESUp may disclose Personal Information to the following persons:
 - 6.1.1. to our employees and / or third-party service providers, such as business partners, delivery agents, and payment processors (including their employees and / or third-party service providers), to process the use of the Platforms by the User properly and efficiently and in order for them to interact directly with the User via email or any other method for the purposes of sending the User marketing materials regarding any current or goods or services, new features, special offers or promotional items offered by them (unless the User has opted out from receiving such marketing material);

- 6.1.2. to the law enforcement, government officials, fraud detection agencies or third parties when the EESUp believes, -in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss to report or support the investigation into suspect illegal activity, or to investigate violations of the Terms;
- 6.1.3. to the EESUp service providers (under contract with EESUp) who help with parts of the business operations (fraud prevention, marketing, technology services etc.). Our contracts dictate that these service providers may only use the User's Personal Information in connection with the services they perform for EESUp and not for their own benefit;
- 6.1.4. to EESUp supply partners in order for them to liaise directly with the User regarding any faulty products purchased which requires their involvement;
- 6.1.5. to the third-party service providers for services such as payment processing, website hosting data analysis, infrastructure provision, IT services, customer service, e-mail delivery services, and other similar services, to enable them to provide services;
- 6.1.6. to the third parties 'sponsors of promotions (irrespective of whether such promotions are hosted by EESUp), or otherwise in accordance with the rules applicable to such promotions. The User should carefully review the rules, if any, of each promotion in which the User chooses to participate, as they may contain additional important information about EESUp, a sponsor's and/or third- parties' use of the User's Personal Information;
- 6.1.7. third party business partners like manufacturers and brand owners (in which case we will have agreements in place to secure the confidentiality of the User's Personal Information);
- 6.1.8. to an affiliate or other third party in the event of any reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of EESUp business, assets or stock (including without limitation in connection with any insolvency and/or similar proceedings);

6.1.9. to the general public when the User provide a rating or review of service received, the User 's consent to EESUp using the that rating or review, including without limitation on the Platforms, in newsletters or other marketing material. The name that will appear next to that review will be the User's first name, as the User would have provided upon registration. We will not display the User's surname, nor any of the User's contact details, with the rating or a review;

6.1.10. any person other than as the described herein if EESUp notify the User and consent is giving to the sharing.

6.2. EESUp will ensure that all of our employees, business partners, delivery agents, third-party service providers, divisions, affiliates and third-party business partners (including their employees and third-party service providers) having access to the User's personal information are bound by the appropriate and legally binding obligations in relation to the confidentiality and security of the User's Personal Information and are restricted in their processing thereof as per this Private Policy.

7. Security measures around the Personal Information

7.1. EESUp will treat the User's personal information as strictly confidential, save where we are entitled to share it as set out in the Privacy Policy.

7.2. In all circumstances the information is held by EESUp on our secure systems. We take all reasonable and appropriate technical and organisational steps to ensure that the User's personal Information is kept secure and is protected against unauthorised or unlawful processing or misuse, unauthorised disclosure, loss interference, destruction or damage, alteration, disclosure, or access.

7.3. EESUp 's security systems are in line with the industry standard and we monitor developments to ensure that our security systems evolve, as required. We also test our systems regularly.

- 7.4. Personal information is destroyed or anonymised when no longer needed or when EESUp is no longer required by law to retain it (whichever is the later).
- 7.5. EESUp will promptly notify the User if we become aware of any unauthorised use, disclosure, or processing of Personal Information.
- 7.6. EESUp may store the User's Personal Information with the web-hosting service provider appointed by EESUp from time to time. The storage may be in South Africa or in another country.
- 7.7. Where storage is in another country, User's Personal Information will be stored in a jurisdiction that has equivalent, or better, data protection legislation than South Africa or with a service provider which is subject to an agreement requiring it to observe data protection requirements equivalent to or better than those applicable in South Africa.
- 7.8. Notwithstanding the above, no data transmission over the Internet or data storage system can be guaranteed to be a 100% secure. Please do not send EESUp sensitive information through email. If the User has reason to believe that their interaction with EESUp is not secure (for example, if you feel that the security of any account you might have with us has been compromised), you must immediately notify us of the problem by contacting us at legal@eesup.com.

8. Access to your personal information

8.1. The User may at any time request:

- 8.1.1. confirmation that EESUp holds the Personal Information;
- 8.1.2. access to your Personal Information to view and/or update personal details;
- 8.1.3. the identities or categories of third parties whom EESUp have disclosed your personal information; or

8.1.4. that we correct or delete any Personal Information that is incomplete, misleading, inaccurate, excessive or out of date.

8.2. Request may be in writing to legal@eesup.com

9. Cookies

Cookies are small text files that are stored on your computer by your browser when you visit a website. You can find out more about cookies by visiting www.allaboutcookies.org. Like any online service providers, EESUp uses cookies for facilitating your use of the Platforms and to find out how our service may be improved. EESUp uses the cookies and other technologies to collect and analyse information about you and your usage of our Platforms to test, analyse, deliver, and personalize our content and the experience you receive.

10. Securing your Account

You are required to create an 8-character password to secure your account. You are responsible for making this password a strong, complex and unique as well as to keep the password private and secure. Do not share this password with anyone. Always log off after a session on the Platforms and change your password on a regular basis. You are responsible for all the actions processed through your account. If you suspect its misuse or compromised, please contact us by using legal@eesup.com.

11. Disclaimer and Indemnity

11.1. Whilst EESUp will do all things reasonably necessary to protect User's rights of privacy, we cannot guarantee or accept any liability whatsoever for the unauthorized or unlawful disclosures of your Personal Information, whilst in our possession, made by third-parties who are not subject to our control, unless such

disclosure is as a result of our gross negligence or non-compliance with applicable laws.

11.2.EESUp does not regulate or control how third parties use User's personal information. The User should always ensure that they read the privacy policy of any third party. If the User discloses their personal information to a third party, such as an entity which operates a website or mobile application linked to the Platforms or anyone other than EESUp, **EESUp SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY.**

12. Age restrictions

The Platforms are not directed to and/or intended for the use by individuals under the age of eighteen (18), and we request that such individuals not use the Platforms and not provide Personal Information through the Platforms.

If a User attempts to register and inputs a birthdate validating them younger than 18 years of age, their Personal Information is not stored and they are directed off the Platforms.

13. Contacting us

If you have any questions regarding this Private Policy, please contact us by email at legal@eesup.com.