

# PRIVACY POLICY

## APPENDIX B



✉ ask@House.ME ☎ +27 21 300 1944

HouseME Rental (Pty) Ltd (“**HouseME**”) respects the User’s privacy and is committed to protecting it. HouseME has a legal duty to protect any personal information or data collected from the User. This privacy policy (“**Privacy Policy**”) sets out the ways in which the User’s Personal Information is obtained and stored by HouseME, and the conditions on which HouseME may use that data and information.

### 1. GENERAL

- a. For the purposes of this Privacy Policy, words defined in the Protection of Personal Information Act, 4 of 2013 (“**POPI**”) shall bear corresponding meanings herein and shall be capitalised where applicable.
- b. Furthermore, words defined in the Terms and Conditions shall bear the same meaning herein.
- c. HouseME shall ensure that it at all times complies with the provisions of POPI when processing the Personal Information of the User, which shall include the requirement that the User’s Personal Information shall be securely stored and the User’s consent will be obtained prior to the Personal Information of the User being Processed for any reason other than as expressly provided for and agreed to herein.
- d. The User shall be entitled to request HouseME to provide details as to what Personal Information is being retained by HouseME, the reason for which it is being retained and the manner in which it is being stored and processed.

### 2. TYPE OF INFORMATION COLLECTED AND HOW IT IS COLLECTED

- a. Information which the User provides upon registration -
  - i. In order to make use of certain services offered by HouseME, the User will need to register an account with HouseME. By doing so, the User is required to provide Personal Information.
  - ii. Once a User has been registered and is able to log on to the Website through his personal account, further Personal Information of the User will be provided during the login process.
- b. Information provided by the User through the use of the Services -
  - i. Each time that a User places an advertisement for a specific Property, he will be required to provide information in respect of that Property, which will be made available to the prospective tenants interested in making an offer on that Property.
- c. Demographic and other data -
  - i. This Website uses cookies, web analytics and web logs to collect information about a User’s use of the Website, information about the User’s mobile device (Device) such as the User’s Device’s IP address and browser type, demographic data and, if the User arrived at our site via a link from a third party site, the URL of the linking page. If the User has registered an account with HouseME, the Website may also collect the User’s name and email address. The data collected through cookies, web analytics and web logs may be transferred to third parties. For more information on how this Website uses cookies, contact ask@house.me.
- d. Information from other sources -
  - i. HouseME may receive information about Users from other sources (e.g. missing information about a User’s postal or email addresses) and add it to the Personal Information which HouseME holds in respect of the User.

### 3. HOW HOUSEME USES THE INFORMATION COLLECTED

The information collected from the User will be used as follows:

- a. For purposes of conducting a credit check to ensure that a User can fulfil all financial obligations, that his credit record is acceptable and that there are no current or pending liquidation (or similar) applications against a User. **By the acceptance by the User of HouseME’s terms and conditions, the User consents to HouseME conducting the necessary credit check;**
- b. To provide the User with services or information requested;
- c. To contact the User from time to time regarding his registered account with HouseME or for any other purpose in relation to the Services;
- d. To confirm or reject an advertisement the User has submitted;
- e. To monitor or improve the performance of the Services available through this Website;
- f. To customise the advertising and content that the User sees;

- g. To monitor compliance with HouseME's Terms and Conditions of use of this Website, enforce HouseME's rights and protect the safety of others including investigating and, if necessary, removing any content about which HouseME receive a complaint;
- h. To send the User promotional materials or special offers on behalf of HouseME or on behalf of HouseME's marketing partners. Should the User wish not to receive marketing information, he must notify HouseME thereof during the registration process. The User can choose to stop receiving marketing information at any time by changing his marketing preferences;
- i. To identify persons who have the same likes and interests as the User on third-party social media platforms to facilitate the advertisement of the Services. It is expressly recorded that the Personal Information of the User shall not be released onto any such public platform. HouseME shall only disclose such Personal Information as is necessary to achieve the object aforesaid and shall ensure that the Personal Information of the User is protected and that the User shall not suffer any prejudice as a result of such Personal Information being used in the above-mentioned manner;
- j. For the purposes of metric analysis and Tenant, Property and Landlord ratings; and
- k. For any purpose if HouseME is required to do so by any law or other regulatory or government authority.

Should the User upload or post any information (including Personal Information) to a public part of the Website, HouseME may use it in accordance with the sharing protocols followed by the User, and it may therefore be viewed and used by others. HouseME accepts no responsibility for this. By providing HouseME with Personal Information, the User consents to HouseME processing his Personal Information as set out in this Privacy Policy and in any other manner the User expressly consents to.

#### **4. SHARING OF PERSONAL INFORMATION**

- a. HouseME uses third parties to perform certain functions on its behalf including in respect of publishing advertisements, sending emails, website analysis, data analysis, translation services, management of Properties, verification of Tenants and processing of payments. The User consents to HouseME sharing the Personal Information of the User to third parties, only insofar as such Personal Information is necessary for purposes of fulfilling the third party's designated functions.
- b. HouseME may also use one or more third parties to conduct credit checks on a User, for purposes of verifying ability to fulfil financial obligations, acceptable credit record and no current or pending liquidation (or similar) applications against a User. The User agrees that those third parties are authorised to use his Personal Information required to perform their function, but that they cannot use or disclose the Personal Information for any other purpose, unless the User specifically consent thereto.
- c. HouseME respects the User's privacy and undertakes not to sell, rent or lease the User's Personal Information to third parties other than as expressly provided for herein. In the event of a transfer of HouseME or its assets, the User's Personal Information may be transferred as part of an acquisition, merger or reorganisation. HouseME will endeavour to require any successor company to maintain this Privacy Policy but HouseME cannot guarantee that it will remain in effect after such corporate action. The User agrees that HouseME may share the User's Personal Information with its affiliated or group companies for the purposes contemplated herein.
- d. HouseME may specifically share personal contact information with other Users for the purpose of coordinating property viewings, such that Tenant Users and Landlord Users communicate together directly. The User agrees that this use of his Personal Information is permitted in order for HouseME to conduct its core services as described in its Terms and Conditions, and agrees to permitting this to take place by using HouseME's Services.
- e. Tenants applying for a lease at the V&A Waterfront agree to affordability and credit vetting by both HouseME and the V&A Waterfront and accordingly the Personal Information will be required to be shared with the V&A Waterfront.
- f. The User further agrees that HouseME shall be entitled to share the User's Personal Information with its legal counsel and / or agencies acting on behalf of legal counsel for the purposes of legal procedure in enforcing HouseME's and / or a User's rights in terms of the Terms and Conditions and in accordance with the reasonable requirements of law.

#### **5. AGGREGATED INFORMATION**

HouseME may share aggregated, non-personally identifiable information, such as demographics and Website usage statistics, with advertisers, sponsors and other organisations.

## 6. MARKETING INFORMATION, LINKS TO WEBSITES AND THIRD PARTY SERVICE PROVIDERS

- a. Through the use of the Website –
- i. the User may be given the opportunity to receive marketing information which may be of interest from associated third parties. Only if the User elects to receive such information, will HouseME share the User's Personal Information with associated third parties, who will only be permitted to use such information for purposes of providing the User with the requested marketing information;
  - ii. certain products or services available through this Website may be provided to the User in conjunction with a third party. That third party may require the User to disclose personal information to them in order to receive such products or services. Should the User request a product or service offered in conjunction with a third party, the identity of the third party will be disclosed to the User and the User's personal information will be disclosed to that third party;
  - iii. there are links to a wide variety of other websites and HouseME displays advertisements from third parties on this Website. HouseME may monetise some of these links using third party affiliate programmes.
- b. The use of a User's Personal Information by such third parties will be subject to their own privacy policy and practices. HouseME is not responsible for the privacy policy or practices of any such third party. If the User does not want to receive marketing information from associated companies, the User must notify HouseME as part of the registration process. The User may elect to stop receiving this information by amending his marketing preferences.

## 7. MAINTENANCE AND STORAGE OF INFORMATION

User information is collected and stored on servers which are exclusively used and or owned and maintained by or on behalf of HouseME, and its group companies. HouseME may keep User information for a reasonable period for the purposes set out in this Privacy Policy and is entitled to retain the Personal Information of the User for so long as is legally required.

The User shall be entitled to request correction of the Personal Information and deletion of any Personal Information being retained by HouseME, provided that such deletion will not affect the rendering of the Services by HouseME, as defined in the terms and conditions, and that such deletion is permitted in terms of the applicable laws.

## 8. SECURITY

HouseME shall adopt reasonable security procedures to help prevent unauthorised access to User information. **HouseME shall not be liable for any attempt to hack or crack or otherwise gain unauthorised access to any part of this Website including any of the User's information and the User agrees not to hold HouseME liable for any loss or damage sustained by the User as a result thereof.** By using the Website the User agrees that HouseME shall be entitled to store the Personal Information captured for so long as is legally required, and that the same may be stored on HouseME's servers.

## 9. POLICY CHANGES

By using this Website, the User agrees to the terms of this Privacy Policy. HouseME may amend this Privacy Policy from time to time. Should HouseME do so, an updated version will be posted on this Website. The User will be bound by the new terms upon the User's continued use of this Website.

## 10. GOVERNING LAW

This privacy policy is governed by the law of the Republic of South Africa. Any proceedings arising from this privacy policy shall be instituted in the appropriate court in South Africa and the User agrees to submit to the exclusive jurisdiction of the courts of South Africa.

## 11. ACCEPTANCE OF THIS PRIVACY POLICY

By using this Website, the User signifies his acceptance of this Privacy Policy.