



Franc Group (Pty) Ltd

Privacy Policy

1. Definitions

1.1 **"App"** means the Franc mobile phone or tablet application.

1.2 **"Franc"** means Franc Group Proprietary Limited (registration number: 2017/020547/07), a private company duly incorporated in accordance with the laws of the RSA.

1.3 **"Franc's Affiliates"** means Franc's shareholders, directors, present or past employees, consultants, service providers, suppliers, holding companies, subsidiaries, affiliates, agents, representatives and successors and assigns.

1.4 **"Franc's Platform"** means the App and Website.

1.5 **"Franc's Offering"** means Franc's Platform and Franc's Services.

1.6 **"Franc's Services"** means any services provided by Franc through Franc's Platform or otherwise.

1.7 **"Law"** means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law.

1.8 **"Loss"** means claims, damages, liabilities, losses, costs (including legal costs on a scale as between attorney and own client and any additional legal costs) or expenses of any kind, whether direct or indirect, actual, consequential, compensatory, incidental, punitive or special (including damages for loss of business, revenue, profits, data, use, goodwill or other intangible losses) including loss incurred in connection with any litigation, arbitration or administrative proceedings or regulatory enquiry regarding any aspect of Franc's Offering.

1.9 **"Personal Information"** means any "Personal Information" as defined in POPIA.

1.10 **"POPIA"** means the Protection of Personal Information Act No 4 of 2013, as amended.

1.11 **"Privacy Policy"** means the privacy policy as contained herein and as amended from time to time.

1.12 **"Processing"** has the meaning as defined in POPIA, with **"Processed"** having a similar meaning.



1.13 **“Promotional Information”** means any promotional material that Franc may deem to be of interest to a User.

1.14 **“RSA”** means the Republic of South Africa.

1.15 **“Security Information”** means any information selected by a User and/or provided to a User by Franc, for the safe and secure use of Franc’s Offering.

1.16 **“Terms”** means Franc’s terms and conditions as amended from time to time, and found at franc.app/terms.

1.17 **“Third-Party Providers”** means any third-party service providers who have been appointed by Franc to assist with the provision, or enhancement, of Franc’s Services.

1.18 **“User”** means any user of Franc’s Offering.

1.19 **“Website”** means the website owned by Franc found at franc.app.

2. General

2.1 This Privacy Policy relates to the use of Franc’s Offering as it relates to Personal Information. Each time a User utilises Franc’s Offering, the User acknowledges that it will be providing Franc with Personal Information, which may be protected by data protection legislation, including inter alia, POPIA.

2.2 Franc’s Offering is provided “as is” and on an “as available” basis without any representations, warranties, promises or guarantees whatsoever of any kind including, without limitation, any representations, warranties, promises or guarantees regarding the accuracy, currency, completeness, adequacy, availability, suitability or operation of any aspect of Franc’s Offering. Each time a User utilises Franc’s Offering, it agrees to be bound by this Privacy Policy. Franc may change this Privacy Policy at any time and will publish the amended and latest version. Users confirm acceptance of this Privacy Policy as modified, changed, supplemented or updated by Franc.

3. Collection of Information

3.1 Personal Information is collected by Franc and will include (as applicable) but is not limited to the following:

3.1.1 full name and surname (as it appears on a User’s identity document or passport);

3.1.2 national ID or passport number;

3.1.3 income tax number;

3.1.4 proof of identity (which may include photographs of any identity documentation as listed herein);

3.1.5 email address;

3.1.6 contact number;

3.1.7 residential address;

3.1.8 proof of residence;

3.1.9 banking details;

3.1.10 personal photographs; and/or

3.1.11 birth certificates.

3.2 Users accept that by utilising Franc's Offering, a User consents to Franc storing and/or Processing Personal Information and warrants that any Personal Information provided by a User is upto-date and accurate. Franc will only use the Personal Information obtained through the use of Franc's Offering for the purpose for which it was collected including the provision, or enhancement, of Franc's Services. A User must ensure that any Personal Information that a User posts, uploads, inputs, provides or submits to Franc does not breach or infringe the intellectual property rights of anyone else. Franc does not own nor endorse any Personal Information that is transmitted, stored or Processed via Franc's Platform or sent to Franc.

3.3 A User must immediately update and inform Franc of any changes to Personal Information so that Franc can communicate with a User effectively and provide accurate and up to date information to a User and/or sufficiently provide Franc's Services to Users.

3.4 If a User discloses Personal Information through any public message boards on Franc's Platform, this information may be collected and used by others and in respect of which Franc has no control nor will be liable for.

3.5 Franc has no obligation to screen, edit or monitor User content on Franc's Platform ("**User Content**"). However Franc reserves the right, and has the absolute discretion to remove, screen or edit User Content. Furthermore, if Franc has reason to believe that there is likely to be a breach of security, breach or misuse of Franc's Platform or if a User breaches any of its obligations under this Privacy Policy, Franc may suspend a User's use of any aspect of Franc's Platform at any time and for any justifiable reason.

3.6 Franc and the Third-Party Providers may use various technologies to collect information when Users interact with the various Franc interfaces, including cookies, so as to better



understand Users and enhance Franc's Offering. Cookies are small data files that are stored on a User's device enabling the collection of key data.

4. Storage

4.1 Franc will take all reasonable technical and organisational precautions to prevent the loss, misuse or alteration of Personal Information. However, no method of transmission over the internet, or method of electronic storage is 100% secure and reliable, and Franc cannot guarantee its absolute security.

4.2 It is a User's responsibility to keep Security Information safe and secure and a User shall not disclose Security Information to anyone else. It is a User's responsibility to ensure the security of any device used for the utilisation of Franc's Offering. Users are responsible for any and all activities that occur on a User's account. Users agree to notify Franc immediately of any unauthorised use of User Content, unauthorised access to a User's account or any other breach of security, on any basis whatsoever.

4.3 Franc shall not be liable for any Loss regardless of whether Franc has been advised of the possibility of such Loss, arising out of or in connection with the use of User Content or a User's account, either with or without the User's knowledge.

5. Dissemination

5.1 Franc uses Third-Party Providers in order for Franc to provide to Users Franc's Services. As such, Franc may be obligated to provide to Third-Party Providers User Personal Information as listed in **clause 3.1** above.

5.2 Third-Party Providers are obligated not to disclose or use Personal Information for any other purpose other than as required for the provision, or enhancement, of Franc's Services and/or as specified herein. As such, by using Franc's Services, Users consent to the dissemination of User Personal Information to Third-Party Providers as envisaged herein.

5.3 In addition, by Users requesting and/or indicating that a User would like to receive Promotional Information, a User agrees to Franc and/or any Third-Party Providers sending to a User Promotional Information.

5.4 Franc's Platform may contain links to other sites. If a User clicks on a third-party link, it will be directed to that site. Note that these external sites are not operated by Franc. Franc strongly advises a User to review the privacy policies of these websites. Franc has no control over and assumes no responsibility for the content, privacy policies, or practices of any third-party sites or services.

5.5 Franc will disclose Personal Information, without notice, on the basis' as specified below:

5.5.1 To conform to the provisions of any Law, any legal process in force from time to time or comply with legal process served on Franc;

5.5.2 To protect and defend the rights of Franc, or any of its Users, and/or enforce and protect Franc's rights and property (including intellectual property) and/or where Franc has a legitimate interest to do so;

5.5.3 When the User has expressly authorised Franc to do so; or

5.5.4 If Franc undergoes a change in ownership.

6. Severability and Cession

6.1 If any provision of this Privacy Policy is found to be invalid under any Law, such provision will be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. If it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of this Privacy Policy will be enforced as if such provision was not included.

6.2 Franc may assign, transfer or subcontract its rights and/or obligations under this Privacy Policy without any notification. A User is prohibited from assigning, transferring or subcontracting any rights and/or obligations under this Privacy Policy without Franc's written consent.

7. Laws, regulations and jurisdiction

The use of Franc's Offering shall be governed by, and construed in all respects in accordance with the laws of the RSA, and subject to the exclusive jurisdiction of the courts of the RSA.

8. Contact Us

Any questions or suggestions regarding this Privacy Policy, shall be sent to the following addresses:

info@franc.app

help@franc.app

2 Merchant Place, 1 Fredman Drive, Sandton, South Africa, 2193

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