# **PRIVACY POLICY**

## **RENT-A-STORE (PTY) LTD**

## 1. **DEFINITIONS AND INTERPRETATIONS**

1.1 Data: means electronic representations of information in any form that can be

generated, sent, received and stored by electronic means and includes a stored

record;

1.2 ECT Act: means the Electronic Communications and

Transactions Act (Act No. 25, 2002)

1.3 Personal Information: means any information of an identifiable User,

collected electronically through Rent-a-Store's

website, and include the following:

1.3.1 information relating to the race, gender, sex, pregnancy, marital status, nationality, ethnicity or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, believe, culture, language, and birth of the User;

1.3.2 information relating to the education or the medical, criminal or employment history of the User or information relating to financial transactions in which the User has been involved:

- 1.3.3 any identifying number, symbol, or other particular assigned to the User;
- 1.3.4 the address of the User;
- 1.3.5 the personal opinions, views or preferences of the User, except where they are about another individual or about a proposal for a grant, an award or a prize to be made to another User;
- 1.3.6 correspondence sent by the User that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- 1.3.7 the views or opinions of another individual about the User;
- 1.3.8 the views or opinions of another individual about a proposal for a grant, an award or a prize to be made to the User, but excluding the name of the other individual where it appears with the views or opinions of the other individual; and
- 1.3.9 the name of the User where it appears with other personal information relating to the User or where the disclosure of the name itself would reveal information about the User;

1.4 Rent-a-Store:

means Rent-a-Store (Pty) Ltd, company with limited liability registered under the Companies Act (Act No. 61, 1973) (as amended) read with the provisions of the Companies Act (Act No. 71, 2008), bearing registration number 1996/001135/07;

1.5 Rent-a-Store's Website:

means the collection of related web pages containing content such as images, videos and/or digital assets, accessible on the World Wide Web, created for Rent-a-Store and identified by its web address, namely www.rentastore.co.za;

1.6 User(s):

means the entity(ies)/individual(s) who access

Rent-a-Store (Pty) Ltd's Website;

1.7 Web Browser:

means a computer program that provides an easy method of accessing and viewing information stored as web documents on

different Web Servers;

1.8 Web Server:

means a store of web pages that can be

accessed by a Web Browser;

#### 2. **PERSONAL INFORMATION**

2.1 Rent-a-Store recognises the right to privacy of the Users of the Rent-a-Store Website in respect of their online activities pertaining to a User's Personal Information, collected electronically through Rent-a-Store's Website, and used and disclosed by Rent-a-Store. This policy set out how Rent-a-Store will electronically, through its Website request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage Personal Information sourced from an identifiable User. By clicking on the "agree" button, the User indicates his or her ascent to the terms and conditions contained in this Privacy Policy. By clicking on the word "cancel" the User will reject the terms and conditions of the Privacy Policy, and the User can no longer use the service of Rent-a-Store.

- 2.2 Rent-a-Store may request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage any Personal Information collected from Users, subject to the following condition:
- 2.2.1 no Personal Information on the User will be disclosed, shared or sold by Rent-a-Store without the express written permission of the User, unless Rent-a-Store is permitted or required to do so by law;
- 2.2.2 Rent-a-Store will not electronically request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage any Personal Information electronically collected through the Rent-a-Store Website unless this Personal Information is necessary to enable Rent-a-Store to supply its products and/or services to the User.
- 2.3 Rent-a-Store will electronically request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage the following Personal Information of Users:
- 2.3.1 name and surname;
- 2.3.2 Identity Number;
- 2.3.3 Passport Number;
- 2.3.4 postal area code;
- 2.3.5 street address;
- 2.3.6 postal address;
- 2.3.7 title;
- 2.3.8 contact numbers;
- 2.3.9 non personal browsing habits and click patterns;
- 2.3.10 e-mail address;
- 2.3.11 IP address and/or selected User name and password;

- 2.4 Rent-a-Store request, collect, collate, process, use, store, disclose, share, sell, maintain and/or manage the abovementioned information for the following proposes purposes:
- 2.4.1 to communicate requested information to the User;
- 2.4.2 to provide products and/or services to the User as requested by the User;
- 2.4.3 to authenticate the User;
- 2.4.4 to provide the User with access to restricted pages on its Website; and
- 2.4.5 to compile non personal statistical information about browsing habits, click patterns and access to the Rent-a-Store Website.
- 2.5 It is recorded that Rent-a-Store will not use the Personal Information for any other purpose than the disclosed purpose except with the express written permission from the User, and/or unless Rent-a-Store is permitted or required to do so by law;
- 2.6 Rent-a-Store will for as long as the Personal Information is used, and for a period of not less than one year thereafter, keep record of the Personal Information and for the specific purpose for which the Personal Information was collected;
- 2.7 Rent-a-Store will not disclose any of the Personal Information held by it to any third party, unless specifically authorised by the User to do so in writing alternatively unless Rent-a-Store is required or permitted by law;
- 2.8 Rent-a-Store will, for as long as the Personal Information is used and for a period not less than one year thereafter, keep a record of any third party to whom the Personal Information was disclosed, and the date on which this information was disclosed and the purpose for which it was disclosed;
- 2.9 Rent-a-Store will delete and/or destroy all Personal Information that has become obsolete;
- 2.10 Rent-a-Store may use this Personal Information to compile profiles for statistical purposes and may freely trade with such profiles as statistical data as long as the profiles or statistical data cannot be linked to any specific User by a third party.

#### 3. **COOKIES**

Cookies are packets of Data that are sent from Rent-a-Store's Website's Web Server to the User's Web Browser, storing this Data on the User's Web Browser, allowing Rent-a-Store's Website Web Server to identify the User for future return visits to Rent-a-Store's Website. It is recorded that no Personal Information will be stored in a Cookie, and that information retained in the cookie can only be accessed by Rent-a-Store's Web Server.

#### 4. THIRD PARTY SITES

- 4.1 Rent-a-Store may provide hyperlinks to Websites not controlled by Rent-a-Store. These hyperlinked third party Websites may also contain cookies that will collect the User's Personal Information when he or she access a linked third party Website via Rent-a-Store's Website. Rent-a-Store disclaims any liability for the use of the aforesaid sites.
- 4.2 The provision of hyperlinks to third party sites do not imply any endorsement, agreement and/or support of the content, products and/or services of such third party Websites by Rent-a-Store. Rent-a-Store does not editorially control the content, products and/or services on third party sites and shall not be liable, in any manner whatsoever for the access to, the inability to access, the inability to use and content available on or through target sites.

## 5. **ALTERNATIVE DISPUTE RESOLUTION**

Subject to any urgent and/or any interim relief, all disputes regarding the collection, storage, use, maintenance, compilation, sharing, disclosing and selling of any Personal Information collected electronically by Rent-a-Store's Website from Users shall be referred to arbitration in terms of the Expedited Rules of the Arbitration Foundation of South Africa, and such arbitration proceedings shall be conducted in Pretoria in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on the scale between attorney and client. The Expedited Rules of the Arbitration Foundation of South Africa may be downloaded from the Arbitration Foundation of South Africa's Website, <a href="https://www.arbitration.co.za">www.arbitration.co.za</a>.

## 6. **COMPLAINTS CONCERNING RENT-A-STORE'S WEBSITE**

A User may lodge complaints concerning Rent-a-Store's Website with Rent-a-Store at <a href="webmaster@rentastore.co.za">webmaster@rentastore.co.za</a>.

## 7. <u>DISCLOSURES REQUIRED IN TERMS OF SECTION 43 OF THE ECT ACT</u>

- 7.1 The full name and legal status of the Website owner: RENT-A-STORE (PTY) LTD
- 7.2 Directors: AN TOICH, AJ TOICH, NF TOICH, JA TOICH
- 7.3 Street Address: CORNER K101 & JOHNNIC BOULEVARD, MIDRAND
- 7.4 Postal Address: PO BOX 948, MIDRAND, 1685
- 7.5 Physical Address for receipt of legal service: CORNER K101 & JOHNNIC BOULEVARD, MIDRAND
- 7.6 Main Business: PROPERTY INVESTMENT / SELF STORAGE RENTALS
- 7.7 Website address of Rent-a-Store's Website: www.rentastore.co.za
- 7.8 The official email address of Rent-a-Store's Website: online@rentastore.co.za
- 7.9 Management description of goods and/or services: PROPERTY INVESTMENT / SELF STORAGE RENTALS

## 8. **WARRANTIES**

- 8.1 By visiting Rent-a-Store's Website and by viewing, accessing or otherwise using any of the services and/or information created, collected, compiled or submitted to Rent-a-Store's Website, you, the User understand and agree that your use of Rent-a-Store's Website is entirely at your own risk.
- 8.2 Rent-a-Store's does not make any express or implied warranties, endorsements or representations whatsoever as to the operation of Rent-a-Store's Website, information, content, materials or products. This shall include, but not be limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement, and warranties that access to or use of the service will be uninterrupted or error-free or that defects in the service will be corrected.

## 9. **LIMITATION OF LIABILITY**

You understand and agree that Rent-a-Store and any of its subsidiaries or affiliates shall in no event be liable for losses and/or damages of whatsoever nature, direct and/or indirect and/or consequential as a result of, including but not limited to visiting Rent-a-Store's website, using the services supplied by Rent-a-Store, disclosing Personal Information to Rent-a-Store.