

# PROTECTION OF PERSONAL INFORMATION (“POPI”), PRIVACY POLICY AND PRINCIPLES

## Introduction

AV Distribution respects Users’ Privacy and will take reasonable measures to protect it, as more fully detailed below.

- AV Distribution may require the User to provide AV Distribution with personal information which includes but is not limited to company names and registration numbers, name and surname, email address, physical address, gender, mobile number, and date of birth.
- Should the User’s personal information change, please inform AV Distribution and provide AV Distribution with the updates within 7 days to enable AV Distribution to update the User’s personal information.
- Users may choose to provide additional personal information to AV Distribution, in which event Users agree to provide accurate and current information, and not to impersonate or misrepresent any person/entity or falsely state or otherwise misrepresent the User’s affiliation with anyone or anything.
- AV Distribution asks each of its Users to abide by all applicable laws, rules and regulations, as AV Distribution will do so ourselves.
- The “Products” and “Services” are:
  - Digital Marketing (Website and/or App),
  - Trading Accounts,
  - Warranties / Repairs,
  - Delivery

and related services, as defined in the AV Distribution Master Terms and Conditions.

## User's Consent

By using AV Distribution and its Products and/or Services, the Users consent to the transfer of the User's personal data. Subject to the below, AV Distribution will not, without the User's consent, use the User's personal information for any purpose other than as set out hereunder:

- AV Distribution uses that information for several purposes: to register the Users for inclusion in our Service; to fulfil the User's request; to contact Users if AV Distribution needs to obtain or provide additional information; to verify the accuracy of our records; or to contact Users regarding customer satisfaction surveys in relation to the ordering, sale, delivery, performance and quality of Products and Services;
- to contact Users regarding current or new Products or Services or any other Products offered by AV Distribution (unless Users have opted out from receiving marketing material from AV Distribution);
- to inform Users of new features, special offers and promotional competitions offered by AV Distribution (unless Users have opted out from receiving marketing material from AV Distribution);
- to improve our Products, Services and Users selection and the User's experience on our Products and/or Services by, for example, monitoring the User's browsing habits, or tracking the User's sales on the Products and/or Services;
- collect certain technical information, such as the browser version and operating system;
- disclose the User's personal information to any third party other than as set out below:
  - to our employees and/or third-party Service providers, including but not limited to courier services who assist AV Distribution to interact with Users via our Products and/or Services, or any other method, for the ordering of Products or Services and thus need to know the User's personal information in order to assist AV Distribution to communicate with Users properly and efficiently.

- to our Users (including their employees and/or third-party Service providers) in order for them to interact directly with Users via email or any other method for purposes of delivering additional services and/or products, sending Users marketing material regarding any current or new Products or Services, new features, special offers or promotional items offered by them (unless Users have opted out from receiving marketing material from AV Distribution);
- to law enforcement, government officials, fraud detection agencies or other third parties when AV Distribution believe in good faith that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity, or to investigate violations of the Privacy Policy;
- to our Service providers (under contract with AV Distribution) who help with parts of our business operations (fraud prevention, marketing, technology Services etc.). However, our contracts dictate that these Service providers may only use the User's information in connection with the Services they perform for AV Distribution and not for their own benefit;
- to our suppliers in order for them to liaise directly with Users in the event of Users submitting a warranty claim regarding any Products or Services Users have purchased which requires their involvement. From time-to-time AV Distribution may also administer random "interactive pop-up" surveys to some Users on their sites. These surveys request additional demographic, non-personally identifiable information. The Users' participation in a survey is always voluntary, and Users therefore have a choice as to whether or not to provide the requested survey information. AV Distribution uses the information collected in the survey, in conjunction with information gathered through cookies and code, in order to provide Users with an even more detailed understanding of its target market;
- Some voluntarily provided personally identifiable information may be captured; for example, when an email address or telephone number is incorporated into a survey for the potential awarding of a prize draw, or when the respondent has opted-in to possible follow up research. This information may be shared with entities or other Users who in turn have agreed to adhere to this Privacy Policy;
- AV Distribution is entitled to use or disclose the User's personal information if such use or disclosure is required in order to comply with any applicable law, subpoena, order of court or legal process served on AV Distribution, or to protect and defend our rights or property;

- AV Distribution will ensure that all of our employees, third party Service providers, divisions and partners (including their employees and third-party Service providers) having access to the User's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the User's personal information.

## **Personal Information**

AV Distribution will:

- treat the User's personal information as strictly confidential, save where AV Distribution is entitled to share it as set out in this Policy;
- take appropriate technical and organisational measures to ensure that the User's personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access;
- provide Users with access to the User's personal information to view and/or update personal details;
- promptly notify Users if AV Distribution becomes aware of any unauthorised use, disclosure or processing of the User's personal information;
- provide Users with reasonable evidence of our compliance with our obligations under this Policy on reasonable notice and request;
- upon the User's request, promptly return or destroy any and all of the User's personal information in our possession or control, save for that which AV Distribution is legally obliged to retain;
- AV Distribution will not retain the User's personal information longer than the period for which it was originally needed, unless AV Distribution is required by law to do so, or Users consent to AV Distribution retaining such information for a longer period;
- AV Distribution undertakes never to sell or make the User's personal information available to any third party other than as provided for in this Policy, unless AV Distribution is compelled

to do so by law. In particular, in the event of a fraudulent online payment, AV Distribution is entitled to disclose 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 it;

- Whilst AV Distribution will do all things reasonably necessary to protect the User's rights of Privacy, AV Distribution cannot guarantee or accept any liability whatsoever for unauthorised or unlawful disclosures of the User's 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;
- If Users disclose the User's personal information to a third party, such as an entity which operates a Products and/or Services linked to these Products and/or Services or anyone other than AV Distribution, AV Distribution WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, HOWSOEVER ARISING, SUFFERED BY YOU AS A RESULT OF THE DISCLOSURE OF SUCH INFORMATION TO THE THIRD PARTY. This is because AV Distribution does not regulate or control how that third party uses the User's personal information. The User should always ensure that they reads the Privacy Policy of any third party;
- Retention Period. AV Distribution will retain the User's personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or allowed by law;
- Cross-Border Transfer for Users: The personal information from Users may be stored and processed in any country where AV Distribution has facilities or where the Products from its Users originate, and by using the User's consent to the transfer of information to countries outside of the User's country of residence, which have different data protection rules than in the User's country;
- Children and Privacy. The AV Distribution Products and/or Services do not offer information intended to attract children. AV Distribution does not knowingly solicit personal information from children under the age of 14;

- Your right to access information. Users have the right to request a copy of the personal information we hold about the User. To do so, simply email AV Distribution on our contact details below and send a request to review the personal information or contact us at the numbers/addresses listed below and specify what information is required. AV Distribution will take all reasonable steps to confirm the User and/or User's identity before providing details of its personal information. Please note that any such access request may be subject to a payment of a legally allowable fee; Correction of information. Users have the right to ask AV Distribution to update, correct or delete personal information. Users may do this by contacting AV Distribution at the numbers/addresses provided below. AV Distribution will take all reasonable steps to confirm the User's identity before making changes to personal information held about the User.
- AV Distribution's POPI contacts. If Users have questions about this Policy, believe AV Distribution has not adhered to it, need further information about our privacy practices, wish to give or withdraw consent, exercise preferences, access or correct personal information, please contact AV Distribution at the following numbers/addresses
  - 22 Kyalami Boulevard, Kyalami Office Park, Midrand. 1685
  - Tel: +27 (11) 482 2501
  - Email: [info@avdistribution.co.za](mailto:info@avdistribution.co.za)

## Security

- AV Distribution uses reasonable organisational, technical and administrative measures to protect personal information under its control. Unfortunately, no data transmission over the Internet or data storage system can be guaranteed to be 100% secure.
- If Users have reason to believe that the User's interaction with AV Distribution is no longer secure (for example, if Users feel that the security of any account Users might have with AV Distribution has been compromised), please immediately notify AV Distribution of the problem.

## **Digital Marketing - Cookies - Website and/or App**

- Our Website and/or App makes use of “cookies” to automatically collect information and data through the standard operation of the Internet servers. “Cookies” are small text files a Website and/or App can use (and which AV Distribution may use) to recognise repeat Users, facilitate the User’s on-going access to and use of a Website and/or App and allow a Website and/or App to track usage behaviour and compile aggregate data that will allow the Website and/or App operator to improve the functionality of the Website and/or App and its content.
- The type of information collected by cookies is not used to personally identify Users. If Users do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows Users to deny or accept the cookie feature.
- Please note that cookies may be necessary to provide Users with certain features available on our Digital Marketing Services, and thus if Users disable the cookies on the User’s browser, Users may not be able to use those features, and the User’s access to our Digital Marketing Services will therefore be limited. If Users do not disable “cookies”, Users are deemed to consent to our use of any personal information collected using those cookies.

## **Changes to the Privacy Policy**

- AV Distribution may, in its sole discretion, change any of the terms and conditions of this Privacy Policy at any time. It is the User’s responsibility to regularly check the Privacy Policy and make sure that Users are satisfied with the changes. Should a User not be satisfied, Users must not place any further orders on, or in any other way use, the Products and/or Services.
- Any such change will only apply to the User’s use of these Products and/or Services after the change is displayed on the Products and/or Services. If Users use the Products and/or Services after such amended Privacy Policy, Users will be deemed to have accepted such changes.

## **Electronic Communications**

When Users visit the Products and/or Services or send emails to AV Distribution, Users consent to receiving communications from AV Distribution or any of our Users electronically in accordance with our Privacy Policy.

## **Disclaimer**

- The use of the Products and/or Services is entirely at the User's own risk and Users assume full responsibility for any risk or loss resulting from use of the Products and/or Services or reliance on any information on the Products and/or Services.
- Whilst AV Distribution takes reasonable measures to ensure that the content of the Products and/or Services is accurate and complete, AV Distribution makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of the Products and/or Services or as to the accuracy, completeness or reliability of any information on the Products and/or Services. If any such representations or warranties are made by AV Distribution's representatives, AV Distribution will not be bound thereby.
- AV Distribution disclaims liability for any damage, loss or expenses, whether direct, indirect or consequential in nature, arising out of or in connection with the User's access to or use of the Products and/or Services and/or any content therein unless otherwise provided by law. Although Products sold from the Products and/or Services by Users may, under certain specifically defined circumstances, be under warranty, the Products and/or Services itself and all information provided on the Products and/or Services is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.
- Any views or statements made or expressed on the Products and/or Services are not necessarily the views of AV Distribution, its directors, employees and/or agents.

- In addition to the disclaimers contained elsewhere on the Products and/or Services or in this Privacy Policy, AV Distribution also makes no warranty or representation, whether express or implied, that the information or files available on the Products and/or Services are free of viruses, spyware, malware, trojans, destructive materials or any other data or code which is able to corrupt, destroy, compromise, disrupt, disable, harm, jeopardise or otherwise impede in any manner the operation, stability, security functionality or content of the User's computer system, computer network, hardware or software in any way. The Users accept all risk associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise, jeopardise, disrupt, disable, harm or otherwise impede in any manner the operation or content of a computer system, computer network, any handset or mobile device, or the User's hardware or software, save where such risks arise due to the gross negligence or wilful misconduct of AV Distribution, its employees, agents or authorised representatives. AV Distribution thus disclaims all liability for any damage, loss or liability of any nature whatsoever arising out of or in connection with the User's access to or use of the Products and/or Services.

## **Availability And Termination**

- AV Distribution will use reasonable endeavours to maintain the availability of the Products and/or Services, except during scheduled maintenance periods, and are entitled to discontinue providing the Products and/or Services or any part thereof with or without notice to Users.
- AV Distribution may in its sole discretion suspend and modify this Products and/or Services, with or without notice to Users. You agree that AV Distribution will not be liable to Users in the event that it chooses to suspend, modify or terminate this Products and/or Services other than for processing any orders made by Users prior to such time, to the extent possible.
- If Users fail to comply with the User's obligations under this Privacy Policy, including any incident involving payment of the price of an order for any Products from other Users, this may (in our sole discretion with or without notice to Users) lead to a suspension and/or termination of the User's access to the Products and/or Services without any prejudice to any claims for damages or otherwise that AV Distribution or the other User may have against Users.

- AV Distribution is entitled, for purposes of preventing suspected fraud and/or where it suspects that Users are abusing the Products and/or Services and/or have created multiple User profiles to take advantage, to blacklist Users on its database (including suspending or terminating the User's access to the Products and/or Services), refuse to accept or process payment on any order, and/or to cancel any order concluded between Users and AV Distribution, in whole or in part, on notice to Users and accepts no liability which may arise as a result of such blacklisting and/or refusal to process any order for the AV Distribution Services or through a User.

## **Governing Law and Jurisdiction**

- This Privacy Policy, our relationship and/or any dispute arising from or in connection with the Privacy Policy will be governed and interpreted in accordance with the laws of the Republic of South Africa.
- Your continued use of the Products and/or Services will constitute the User's consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of the Privacy Policy.
- In the event of any dispute arising between Users and AV Distribution, Users hereby consent to the non-exclusive jurisdiction of the High Court of the Republic of South Africa (Gauteng Division, Johannesburg) notwithstanding that the quantum in the action or proceedings may otherwise fall below the monetary jurisdiction of that court.
- Nothing in this clause or the Privacy Policy limits the User's right to approach any court, tribunal, or forum of competent jurisdiction in terms of the POPI or CPA.

## **Notices**

- AV Distribution hereby selects the address as it reflects on its Products and/or Services from time to time, as its address for the Service of all formal notices and legal processes in

connection with the Privacy Policy (“legal address”). AV Distribution may change this address from time to time by updating the Privacy Policy.

- You hereby select the physical address specified with the User’s invoice as the User’s legal address, but Users may change it to any other physical address by giving AV Distribution no less than 7 days’ notice in writing.
- Notices must be sent either by hand, prepaid registered post or email. All notices sent:
  - by hand will be deemed to have been received on the date of delivery;
  - by prepaid registered post, will be deemed to have been received 10 days after the date of posting;
  - by email before 16h30 on a business day will be deemed to have been received, on the date of successful transmission of the email. Emails sent after 16h30 or on a day which is not a business day will be deemed to have been received on the following business day.

## **General**

- Any failure on the part of Users or AV Distribution to enforce any right in terms hereof will not constitute a waiver of that right.
- If any term or condition contained herein is declared invalid, the remaining terms and conditions will remain in full force and effect.
- No indulgence, extension of time, relaxation or latitude which any party (the “grantor”) may show, grant or allow to the other (the “grantee”) will constitute a waiver by the grantor of any of the grantor’s rights and the grantor will not thereby be prejudiced or stopped from exercising any of its rights against the grantee which may have arisen in the past or which may arise in the future.
- No other warranty or undertaking is valid, unless contained in this document between the parties.