

1. For the purposes of this Form, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

1.1. **"Affiliate"** means any entity other than Wizzit Financial Services that directly or indirectly, through one or more intermediaries, controls, is controlled by, is under common control with Wizzit Financial Services, or is associated with Wizzit Financial Services. Control having the meaning ascribed thereto in the Companies Act No. 71 of 2008 and **"Affiliates"** having a similar meaning as the context requires;

1.2. **"Form"** means this consent form in respect of POPI;

1.3. **"PAIA"** means the Promotion of Access to Information Act No. 2 of 2000;

1.4. **"PAIA and POPI Policy"** means Wizzit Financial Services' external PAIA and POPI Policy;

1.5. **"Personal Information"** shall have the meaning ascribed thereto in terms of section 1 of POPI, namely: any information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to – information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, wellbeing, disability, religion, conscience, belief, culture, language and birth of the person; information relating to the education or the medical, financial, criminal or employment history of the person; any identifying number, symbol, e-mail address, telephone number, location information, online identifier or other particular assignment to the person; the biometric information of the person; the personal opinions, views or preferences of the person; correspondence sent by the person that would reveal the contents of the original correspondence; the views or opinions of another individual regarding the person; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;

1.6. **"POPI"** means the Protection of Personal Information Act No. 4 of 2013;

1.7. **"Processing"** shall have the meaning ascribed thereto in terms of section 1 of POPI, namely: any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

1.7.1. the collection receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

1.7.2. dissemination by means of transmission, distribution or making available in any other form;

1.7.3. merging, linking as well as restriction, degradation, erasure or destruction of information; and

"Process" shall have a similar meaning as the context requires;

1.8. **"Owna Tap and Pay"** means the trading brand of Wizzit Financial Services for the Tap-on-Phone merchant application;

1.9. **"Services"** means all the Services provided by Wizzit Financial Services which include the Owna Tap and Pay application for accepting Tap-on-Phone contactless payments and other Valued Added Services;

1.10. **"Wizzit Financial Services"** means Wizzit Financial Services Proprietary Limited with registration number: 2001/027991/07.

2. Upon your engagement as a client of Wizzit Financial Services to use the Services provided, Wizzit Financial Services will be required to Process Personal Information relating to you to ensure that you receive the Services that you require.

3. For that purpose, Wizzit Financial Services requires your consent to Process your Personal information in terms of POPI and the PAIA and POPI Policy.

4. By your signature to this Form, you unconditionally and irrevocably consent that Wizzit Financial Services may Process and use your Personal Information as set out in **paragraphs 5 to 10** below.

5. Wizzit Financial Services may collect your Personal Information including, but not limited to: name and surname if you are natural person; name if you are a legal entity; your identity number if you are a natural person; registration number if you are a legal entity; tax registration details; classification/type of business; your contact details; mobile phone/device number; camera permission; photo library permission; storage permission; your qualifications, certifications, permits and/or licences; your banking details and physical address.

6. Wizzit Financial Services may use, Process and disclose your Personal Information to the extent that it is necessary to carry out its obligations in terms of its engagement with you in providing the relevant Services to you and all necessary actions ancillary thereto, protecting a legitimate interest of you, pursuing the legitimate interests of Wizzit Financial Services or of a third party to whom the information is supplied and/or it is required for Wizzit Financial Services to comply with its obligations imposed by legislation or law.

7. Wizzit Financial Services may disclose your Personal Information to its Affiliates and any other third party for any reason relating to your engagement with Wizzit Financial Services or in the course of providing the Services to you, other third parties from which you request, consent to or require the Services to be rendered to you, if Wizzit Financial Services is required to do so in terms of

legislation and/or law and/or if the disclosure is reasonably necessary to protect your rights.

8. Your Personal Information may be retained in electronic as well as in hardcopy format, with the hardcopy format to be retained at either Wizzit Financial Services' premises or the premises of an Affiliate. Wizzit Financial Services may retain your Personal Information held in hardcopy format for the duration that Wizzit Financial Services is entitled to do so in terms of legislation and the law. You agree that Wizzit Financial Services may retain your Personal Information held in electronic format indefinitely.

9. By signing this Form you agree to indemnify and hold harmless Wizzit Financial Services, its directors, officers, agents, employees and its Affiliates from and against any adverse consequences of whatever nature or description, including, but not limited to all losses, damages, actions, applications, suits, proceedings, hearings, investigations, charges, complaints, claims, demands, interdicts, judgments, orders, decrees, directives, rulings, dues, penalties, fines, costs, reasonable amounts paid in settlement, liabilities, compensation, expenses and fees, including fees and expenses of attorneys, counsel, consultants and experts, which they may suffer in connection with Processing and disclosing your Personal Information in terms of this Form or which you may suffer due to the unlawful processing of your Personal Information by Wizzit Financial Services.

10. You confirm that you are aware and understand that you may in accordance with POPI and the PAIA and POPI Manual:

- 10.1. request reasonable access to the Personal Information held by Wizzit Financial Services ;
- 10.2. request the correction, reduction or deletion of your Personal Information;
- 10.3. object, on reasonable grounds, to the Processing of your Personal Information; and
- 10.4. lodge a complaint to the information regulator, should you in any way believe that Wizzit Financial Services is non-compliant with the provisions of POPI.

11. You unconditionally and irrevocably warrant that you will obtain the prior consent and/or authorisation from any third-party in respect of such third-party's Personal Information that you provide to Wizzit Financial Services.

12. You confirm that you will adhere to all the obligations imposed by you in terms of POPI, including, but not limited to, that you will not Process any Personal Information of Wizzit Financial Services or of employees of Wizzit Financial Services, without

first obtaining the written consent of Wizzit Financial Services or of the employee concerned.

13. You confirm that you had the opportunity to read (or have read to you) the content of this Form, that you are aware of and fully understand all the terms, conditions, and consequences of providing your consent in terms of this Form and that your consent is provided of your own free will without any undue influence from any person whatsoever.

Name:	Date:
Signature of Client who warrants his/her authority hereto, if Client is a legal entity	