

WIZZIT FINANCIAL SERVICES PROPRIETARY LIMITED
(REGISTRATION NUMBER: 2001/027991/07)

POLICY IN TERMS OF THE
PROTECTION OF PERSONAL INFORMATION ACT NO. 4 OF 2013
AND
MANUAL IN TERMS OF THE
PROMOTION OF ACCESS TO INFORMATION ACT NO. 2 OF 2000

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1 DEFINITIONS

In this document, 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 Client means a prospective and/or existing client of Wizzit Financial Services utilising any or all Services provided;
- 1.2 Employee means a current and/or prospective employee of Wizzit Financial Services as the context requires;
- 1.3 Manual means the PAIA manual contained in **Section B** of this document;
- 1.4 PAIA means the Promotion of Access to Information Act No. 2 of 2000;
- 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 Policy means the POPI policy contained in **Section A** of this document;
- 1.7 POPI means the Protection of Personal Information Act No. 4 of 2013;
- 1.8 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:
- 1.9 Owna Tap and Pay means the trading brand of Wizzit Financial Services for the Tap-on-Phone merchant application
- 1.9.1 the collection receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- 1.9.2 dissemination by means of transmission, distribution or making available in any other form;
- 1.9.3 merging, linking as well as restriction, degradation, erasure or destruction of information; and

“**Process**” shall have a similar meaning as the context requires;

- 1.10 Services means all the Services provided by Wizzit Financial Services which include the Owna Tap and Pay application to for accepting Tap-on-Phone contactless payments and other Valued Added Services
- 1.11 Wizzit Financial Services means Wizzit Financial Services Proprietary Limited with registration number: 2001/027991/07.

SECTION A – POPI POLICY

2 BACKGROUND

- 2.1 Wizzit Financial Services provides the Services to Clients including, but not limited to, Owna Tap and Pay application to for accepting Tap-on-Phone contactless payments and other Valued Added Services and related services by means of its Employees.
- 2.2 This Policy deals with the manner in which Wizzit Financial Services Processes Personal Information which is collected from its Clients and/or Employees details the purpose of such Processing.

3 PERSONAL INFORMATION COLLECTED

- 3.1 Wizzit Financial Services collects the following documentation and/or information from a Client and any documentation and/or information related thereto, including but not limited to:
- 3.1.1 name and surname of a Client insofar the Client is a natural person;
 - 3.1.2 name of a Client insofar the Client is a legal entity;
 - 3.1.3 identity number of a Client insofar the Client is a natural person;
 - 3.1.4 registration number of a Client insofar the Client is a legal entity;
 - 3.1.5 contact details of a Client;
 - 3.1.6 qualifications, certifications, permits and/or licences of a Client;

- 3.1.7 banking details of a Client; and
- 3.1.8 physical address of a Client.
- 3.2 Wizzit Financial Services collects the following documentation and/or information from an Employee and any documentation and/or information related thereto, including but not limited to:
 - 3.2.1 name and surname of an Employee;
 - 3.2.2 identity number of an Employee;
 - 3.2.3 passport number of an Employee;
 - 3.2.4 age of an Employee;
 - 3.2.5 nationality of an Employee;
 - 3.2.6 gender of an Employee;
 - 3.2.7 contact details of an Employee;
 - 3.2.8 physical and postal addresses of an Employee;
 - 3.2.9 employment history of an Employee;
 - 3.2.10 mental health information of an Employee;
 - 3.2.11 disabilities of an Employee;
 - 3.2.12 physical health and related information of an Employee;
 - 3.2.13 medical aid information of an Employee;
 - 3.2.14 dependents of an Employee;
 - 3.2.15 pension fund information of an Employee;
 - 3.2.16 banking details of an Employee;
 - 3.2.17 income tax number of an Employee;
 - 3.2.18 trade union membership information of an Employee;
 - 3.2.19 marital status of an Employee;
 - 3.2.20 names and surname of an Employee's spouse;
 - 3.2.21 identity number of an Employee's spouse;

- 3.2.22 occupation of an Employee's spouse;
 - 3.2.23 details of the employer of an Employee's spouse;
 - 3.2.24 contact details of an Employee's spouse;
 - 3.2.25 names and surname of an Employee's next of kin;
 - 3.2.26 contact details of an Employee's next of kin;
 - 3.2.27 relationship between an Employee and their next of kin; and
 - 3.2.28 address of an Employee's next of kin.
- 3.3 Wizzit Financial Services shall endeavour to only collect and Process the Personal Information of a Client and/or Employee which is adequate, relevant, and not excessive in terms of POPI and which is required by Wizzit Financial Services in order to render the necessary Services to the Client.
- 3.4 Wizzit Financial Services shall endeavour to inform a Client and/or Employee of the information which is required for Wizzit Financial Services to adequately render the required Services to the Client and which information is optional, but may still be useful to Wizzit Financial Services for the provision of the Services.
- 3.5 Wizzit Financial Services does not collect and Process the Personal Information pertaining to a Client and/or Employee for marketing purposes.

4 USE OF PERSONAL INFORMATION

- 4.1 Wizzit Financial Services shall only Process a Client's and/or Employee's Personal Information if the Processing is –
- 4.1.1 necessary to carry out its obligations in terms of an engagement between Wizzit Financial Services and the Client and/or Employee in question;
 - 4.1.2 consented to by the Client and/or Employee in question;
 - 4.1.3 required for Wizzit Financial Services to comply with its obligations imposed by law;
 - 4.1.4 necessary to protect a legitimate interest of the Client and Employee; and

- 4.1.5 necessary to pursue the legitimate interests of Wizzit Financial Services or of a third party to whom the information is supplied.
- 4.2 Wizzit Financial Services shall only use a Client's Personal Information for the purpose for which the information was collected which purpose may include, but will not be limited to, the following:
 - 4.2.1 the obligations of Wizzit Financial Services in the contractual relationship between Wizzit Financial Services and the Client;
 - 4.2.2 the obligations of the Client in the contractual relationship between Wizzit Financial Services and the Client;
 - 4.2.3 payment of fees and/or other compensation to the Client, if necessary ;and
 - 4.2.4 instituting legal action due to breach by the Client of his/her/its contractual obligations.
- 4.3 Wizzit Financial Services shall only use an Employee's Personal Information for the purpose for which the information was collected which purpose may include, but will not limited to, the following:
 - 4.3.1 the obligations placed on Wizzit Financial Services in terms of the employer-employee relationship between Wizzit Financial Services and an Employee;
 - 4.3.2 in the course of and relating to the services which an Employee renders to Wizzit Financial Services;
 - 4.3.3 ensuring that an Employee is mentally and physically fit for the services which the Employee renders to Wizzit Financial Services;
 - 4.3.4 payment of an Employee's salary, wage and/or bonus;
 - 4.3.5 payment of taxes to the South African Revenue Service on behalf of an Employee;
 - 4.3.6 communicating with an Employee's medical fund, pension fund and/or trade union (insofar applicable); and
 - 4.3.7 communicating with an Employee's spouse and/or next of kin in the event of personal, health and/or other emergencies relating to an Employee.

5 DISCLOSURE

- 5.1 Wizzit Financial Services may disclose the Client and/or Employee Personal Information to any of its subsidiaries, affiliates or third-party service providers from which the Client requires the Services.
- 5.2 Wizzit Financial Services undertakes to ensure that any subsidiaries, affiliates or third-party service providers to which Personal Information is disclosed in terms of **clause 5.1** above, comply with the necessary confidentiality, Processing and privacy standards set out by POPI and this Policy.
- 5.3 Wizzit Financial Services may obtain information regarding a Client and/or Employee from third parties for the reasons set out in this policy.
- 5.4 Wizzit Financial Services may disclose the Client's and/or Employee's Personal Information where it is required to do so in terms of law or it is necessary to protect its rights.

6 SECURITY AND SAFEGUARDS

- 6.1 Wizzit Financial Services shall continuously review its internal security measures and processes to prevent any loss of, damage to or unlawful access to Personal Information.
- 6.2 Wizzit Financial Services shall have due regard to generally accepted information security practices and procedures.
- 6.3 Should any data breach occur in relation to Personal Information, Wizzit Financial Services shall notify the Client and/or Employee thereof and implement the necessary recovery procedures to retrieve such information and mitigate the effect of such data breach.

7 INFORMATION OFFICER

- 7.1 Wizzit Financial Services information officer is Bongani Chabalala ("**Information Officer**").
- 7.2 The Information Officer is responsible for Wizzit Financial Services' compliance with POPI and ensuring the lawful Processing of Personal Information of the Client.

- 7.3 The details of the Information Officer are set out below at **clause 20** (*Details of Information Officer and Head Office*) of this document.

8 INTERNAL PROCEDURES

Wizzit Financial Services shall put the following internal measures in place to ensure the protection of a Client's and/or Employee's Personal Information –

- 8.1 the appointment of the Information Officer;
- 8.2 training its staff on the provisions of POPI;
- 8.3 making Wizzit Financial Services' internal policy binding upon its staff; and
- 8.4 conducting regular backups of data.

9 ACCESS AND CORRECTION OF PERSONAL INFORMATION

- 9.1 The Client and/or Employee has the right to access their Personal Information which is held by Wizzit Financial Services.
- 9.2 The Client and/or Employee has the right to request that Wizzit Financial Services updates, corrects or deletes any Personal Information held by Wizzit Financial Services and Wizzit Financial Services shall endeavour to comply with the request as soon as reasonably practicable.
- 9.3 Should a Client and/or Employee reasonably object to the Processing of Personal Information and inform Wizzit Financial Services thereof, Wizzit Financial Services shall no longer Process such Personal Information insofar legislation does not require Wizzit Financial Services to Process such Personal Information.
- 9.4 Wizzit Financial Services shall request and verify the identity of the requesting party prior to giving effect to any requests made in terms of this **clause 9**.
- 9.5 All requests made by a Client and/or Employee in terms of this **clause 9** shall be directed to the Information Officer.

SECTION B – PAIA MANUAL

10 BACKGROUND

- 10.1 Wizzit Financial Services holds records pertaining to its Clients and/or Employees which it requires in order to provide the necessary Services to its Clients.
- 10.2 PAIA provides for the right of access to information held by another person which is required for the exercise or protection of any rights.
- 10.3 This Manual has been prepared in accordance with section 51 of PAIA in order to provide for the manner and procedure in which records held by Wizzit Financial Services can be requested.

11 RIGHT TO ACCESS RECORDS OF PRIVATE BODY

In terms of PAIA, a person requesting records of a private body must be granted such access if:

- 11.1 the record is required for the exercise or protection of any rights;
- 11.2 the requesting person complies with the procedural requirements of PAIA; and
- 11.3 access is not refused in terms of a ground for refusal contained in PAIA.

12 RECORDS HELD IN TERMS OF LEGISLATION

Wizzit Financial Services is required to hold records in terms of the following Acts:

- 12.1 Basic Conditions of Employment Act No. 75 of 1997;
- 12.2 Broad-based Black Economic Empowerment Act No. 53 of 2003;
- 12.3 Companies Act No. 71 of 2008;
- 12.4 Compensation for Occupational Injuries and Diseases Act No. 130 of 1993;
- 12.5 Consumer Protection Act No. 68 of 2008;
- 12.6 Currency and Exchanges Act No. 9 of 1933;
- 12.7 Electronic Communications and Transactions Act No. 25 of 2002;

- 12.8 Employment Equity Act No. 55 of 1998;
- 12.9 Financial Intelligence Centre Act No. 38 of 2001;
- 12.10 Income Tax Act No. 58 of 1962;
- 12.11 Labour Relations Act No. 66 of 1995;
- 12.12 National Credit Act No. 34 of 2005;
- 12.13 Occupational Health and Safety Act No. 85 of 1993;
- 12.14 Regulation of Interception of Communications Act No. 70 of 2002;
- 12.15 Skills Development Act No. 97 of 1998;
- 12.16 Skills Development Levies Act No. 9 of 1999;
- 12.17 Trade Marks Act No. 194 of 1993;
- 12.18 Unemployment Insurance Act No. 63 of 2001;
- 12.19 Unemployment Insurance Contributions Act No. 4 of 2002; and
- 12.20 Value Added Tax Act No. 89 of 1991.

13 SUBJECTS AND CATEGORIES OF RECORDS HELD BY WIZZIT FINANCIAL SERVICES

- 13.1 The inclusion of any category of information of records must not be taken to mean that the said records will be made available to such person requesting access without following the necessary procedure set out in this Manual.
- 13.2 The following records are held by Wizzit Financial Services –
 - 13.2.1 Company Records:
 - 13.2.1.1 registration certificate;
 - 13.2.1.2 memorandum of incorporation;
 - 13.2.1.3 directors' minute book; and
 - 13.2.1.4 shareholders' minute book,

- 13.2.2 *Financial Records:*
- 13.2.2.1 annual financial statements;
- 13.2.2.2 accounting records;
- 13.2.2.3 asset register;
- 13.2.2.4 bank and related records;
- 13.2.2.5 inventory register; and
- 13.2.2.6 income and expense vouchers,

- 13.2.3 *Trading records:*
- 13.2.3.1 trademarks;
- 13.2.3.2 licences;
- 13.2.3.3 permits;
- 13.2.3.4 insurance records;
- 13.2.3.5 policies; and
- 13.2.3.6 agreements,

- 13.2.4 *Taxation Records:*
- 13.2.4.1 annual tax return records;
- 13.2.4.2 value-added-tax records,

- 13.2.5 *Personnel Documents and Records:*
- 13.2.5.1 *curriculum vitae*;
- 13.2.5.2 disciplinary records;
- 13.2.5.3 employment contracts;
- 13.2.5.4 leave records;
- 13.2.5.5 remuneration records and policies;
- 13.2.5.6 training manuals;

- 13.2.5.7 training records;
- 13.2.5.8 workmen's compensation records;
- 13.2.5.9 medical aid records; and
- 13.2.5.10 pension fund records.

14 REQUEST FOR RECORDS

- 14.1 All requests for records in terms of this Manual must comply with the requirements as set out in PAIA and the PAIA Regulations. The request for records must be in the form prescribed by the PAIA Regulations.
- 14.2 A requester must identify the right that he, she or it is seeking to exercise or protect and provide an explanation of why the requested record is required for the exercise or protection of that right.
- 14.3 A request for records in terms of PAIA must be made formally by way of e-mail or by hand and in the prescribed format.
- 14.4 Requests for records must be directed to the Information Officer who shall consider the request and provide a decision within 30 (thirty) days of having received the request or having received the prescribed particulars in terms of section 53(2) of PAIA.
- 14.5 A request for information may be refused by Wizzit Financial Services if it does not comply with PAIA or if Wizzit Financial Services believes that there is a valid ground for objection in terms of PAIA.
- 14.6 The person requesting the information must provide Wizzit Financial Services with sufficient information for the Information Officer to identify the record and the person requesting the record.
- 14.7 The person requesting information must indicate the type of access required and his/her/its contact details including e-mail address, and postal address.
- 14.8 Should the requesting person prefer a certain means of communication, such means of communication must be included in the request for information.
- 14.9 Should a request for records be made on behalf of a third party, authority to do so must be provided to the Information Officer.

15 GRANTING OF REQUEST FOR INFORMATION

- 15.1 Should a request be granted, Wizzit Financial Services shall provide the requesting person with the following information:
- 15.1.1 the access fee payable by the requesting person;
 - 15.1.2 the type of access which will be granted; and
 - 15.1.3 notice that the requesting person may approach a competent court to dispute the access fee or the type of access to be granted.
- 15.2 Once a request has been granted, the records shall be made available to the requesting person once the relevant fee has been paid.

16 DENIAL OF REQUEST FOR INFORMATION

- 16.1 A request for access to information may be refused in the following circumstances:
- 16.1.1 protecting Personal Information that Wizzit Financial Services holds regarding a third party from unreasonable disclosure;
 - 16.1.2 protecting commercial information that Wizzit Financial Services holds regarding a third party and may harm the commercial or financial interests of such third party;
 - 16.1.3 if the disclosure would result in a breach of a duty of confidence owed to a third party;
 - 16.1.4 if the disclosure would result in a breach of legislative duties and obligations imposed on Wizzit Financial Services;
 - 16.1.5 if the disclosure would jeopardise the safety or life of a natural person;
 - 16.1.6 if disclosure would prejudice or impair the security of property or means of transport of a person;
 - 16.1.7 if disclosure would prejudice or impair the protection of a person who is subject to a witness protection scheme;
 - 16.1.8 if disclosure would prejudice or impair the protection of the safety of the public;

- 16.1.9 the record is privileged from production in legal proceedings unless privilege in relation to such record has been waived;
 - 16.1.10 if the record is a computer programme;
 - 16.1.11 disclosure of the record will put Wizzit Financial Services at a disadvantage in contractual or other negotiations or prejudice Wizzit Financial Services in commercial competition;
 - 16.1.12 disclosure of the record would harm the commercial or financial interests of Wizzit Financial Services ; and
 - 16.1.13 records containing information about research being carried out or about to be carried out on behalf of a third party or a company which is related to Wizzit Financial Services and which have not been made public by Wizzit Financial Services.
- 16.2 Should a request be refused, Wizzit Financial Services shall provide the requesting person with the following information –
- 16.2.1 adequate reasons for the refusal including the relevant sections of PAIA; and
 - 16.2.2 notice that the requesting person may lodge an application with a competent court against the refusal and against the procedure including the period for lodging the application.

17 FEES

- 17.1 A non-refundable request fee is payable to Wizzit Financial Services upon the submission of the request.
- 17.2 A requesting party who has made a request for access to records and such request has been granted must pay an access fee to Wizzit Financial Services for the search and preparation of the records and any time reasonably required which exceeds the prescribed hours for searching and preparation arrangements.
- 17.3 The prescribed forms and fees are available on the website of the Department of Justice and Constitutional Development.

18 REQUEST FOR RECORDS CONTAINING THIRD PARTY INFORMATION

- 18.1 Should records be requested that contain information pertaining to a third party, Wizzit Financial Services is obliged to attempt to contact the third party to inform it of the request and to provide it with the opportunity to respond to the request by consenting or providing reasons why the access should be refused.
- 18.2 Should the third party provide reasons for the support of or against providing access, the Information Officer will consider such reasons in determining whether access should be granted.
- 18.3 The requesting party may appeal the decision of the Information Officer to a competent court in the Republic of South Africa in accordance with PAIA.

19 RECORDS THAT CANNOT BE FOUND OR DO NOT EXIST

- 19.1 Should all reasonable steps be taken by Wizzit Financial Services to find a requested record and there are reasonable grounds to believe that the record:
- 19.1.1 is in Wizzit Financial Services' possession but cannot be found; or
- 19.1.2 does not exist,
- then the Information Officer shall notify the requesting party that it is not possible to provide the requesting party access to such record.
- 19.2 The communication contemplated in **clause 19.1** shall set out the steps taken and correspondence exchanged relating thereto by Wizzit Financial Services to find the requested record or to determine whether the record exists.
- 19.3 A notice in terms of **clause 19.1** shall constitute a refusal by Wizzit Financial Services .
- 19.4 Should the record be found after a notice in terms of **clause 19.1** is sent to the requesting party, Wizzit Financial Services shall provide the requesting party access to the record, unless refused in terms of a ground for refusal by the Information Officer.

GENERAL

20 DETAILS OF INFORMATION OFFICER AND HEAD OFFICE

20.1.1 Information Officer:	Name:	Bongani Chabalala
	Telephone Number:	+27 11 802 8669
	E-mail:	bonganic@wizzit.com
20.1.2 Wizzit Financial Services	Attention:	Bongani Chabalala
Head Office:	Physical Address:	Muirfield Building, Fourways Golf Park Roos Street Fourways, Sandton Muirfield Building, Physical Address: Fourways Golf Park Roos Street Fourways, Sandton PO Box 786521 Telephone Number: +27 11 802 8669 E-mail: clientcare@wizzit.co.za

21 AVAILABILITY OF THIS DOCUMENT

This document is available for inspection by the general public at Wizzit Financial Services' physical address, should Wizzit Financial Services have received 7 (seven) days prior written notice of the intended inspection.

22 DOCUMENT AMENDMENTS

- 22.1 This document shall be reviewed annually by Wizzit Financial Services.
- 22.2 Notwithstanding **clause 22.1**, Wizzit Financial Services may amend this document as and when required.

23 GUIDE TO PAIA COMPILED BY THE HUMAN RIGHTS COMMISSION

- 23.1 In terms of PAIA, the Human Rights Commission is required to compile a guide to assist persons who wish to exercise any rights in terms of PAIA ("**Guide**").
- 23.2 The Guide is available on the following website address:
https://www.sahrc.org.za/home/21/files/Section_10_guide_2014.pdf

23.3 Alternatively, the Human Rights Commission may be contacted for provision of the Guide at:

Physical address: Forum 3, Braampark Office Park, 33 Hoofd Street, Braamfontein

Postal address: Private Bag 2700, Houghton, 2041

Telephone: 011 877 3600

Website: www.sahrc.org.za

E-mail: info@sahrc.org.za

24 INTERPRETATION

24.1 In this document, unless the context requires otherwise:

24.1.1 words importing any one gender shall include the other gender;

24.1.2 the singular shall include the plural and *vice versa*; and

24.1.3 a reference to natural persons shall include created entities (corporate or unincorporated) and *vice versa*.

24.2 In this document, the headings have been inserted for convenience only and shall not be used to assist or affect its interpretation.

24.3 Any reference in this document to an enactment is to that enactment as amended or re-enacted from time to time.

24.4 Where a clause reference is referred to in this document and followed by the heading of the clause so referred, if there is any conflict between the two, the word reference to the heading shall prevail.

24.5 Words and/or expressions defined in any clause in the body of this document shall, unless the application of such words and/or expressions is specifically limited to that clause, bear the meaning so assigned to it throughout this document.

24.6 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" followed by specific examples, such examples shall not be construed to limit the ambit of the provision concerned.