



<i>PLATFORM USE & PRIVACY STANDARD</i>	
ITS_01.1	<i>THURSDAY, 19 SEPTEMBER 2019</i>
<i>APPLICABLE POLICIES & STANDARDS</i>	<i>CC_17_IT POLICY</i> <i>ITP_01- IT PLATFORM USE & PRIVACY POLICY</i> <i>ITS_01.2 - POPI STANDARD</i> <i>ITS_01.3 -DOCUMENT MANAGEMENT & RETENTION OF RECORDS STANDARD</i>
<i>APPLICABLE AREAS OF BUSINESS</i>	<i>ALL RAM GROUP COMPANIES</i> <i>RAM CLIENTS AND THEIR CUSTOMERS</i>
<i>COMPANY / DIVISION / AREA</i>	<i>LEGAL / HR / IT / OPERATIONS / SALES</i>




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I. SECTION 1 – INTRODUCTION & APPLICATION OF STANDARD

1 INTERPRETATION & DEFINITIONS

In this **PLATFORM USE & PRIVACY STANDARD** -

- 1.1 the headings of the clauses are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify, nor amplify the terms of this **PLATFORM USE & PRIVACY STANDARD** nor any clause hereof;
- 1.2 The provisions of **IT PLATFORM USE & PRIVACY POLICY** to which this document is attached as **ITS_01.1** as well as **RAM'S INTERPRETATION SCHEDULE** relating to interpretation shall apply and the expressions defined in such Documents shall bear the meanings assigned to them therein.

2 OBJECTIVE

- 2.1 This **PLATFORM USE & PRIVACY STANDARD** sets out the –
 - 2.1.1 RAM's commitment to respect the privacy of all USERS which make use of **RAM'S IT PLATFORM**; and
 - 2.1.2 rights, duties and/or obligations of each all USERS' Personal Information.

3 SCOPE AND APPLICABILITY

3.1 SCOPE

This **PLATFORM USE & PRIVACY STANDARD** applies to all USERS

3.2 APPLICABILITY

- 3.2.1 This **PLATFORM USE & PRIVACY STANDARD** applies -
 - 3.2.1.1 at all work locations under RAM's management and locations managed by a joint venture of which RAM is a major partner and which work locations utilize **RAM'S IT PLATFORM**;
 - 3.2.1.2 to work locations managed by other parties but where work is done by RAM's personnel and to all the RAM managed personnel whilst engaged in any activity on behalf of RAM requiring the use of **RAM'S IT PLATFORM**;
 - 3.2.1.3 to all locations where individuals and/or organisations utilize **RAM'S IT PLATFORM**.
- 3.2.2 Contractors may however use their own standard and procedures in so far as the requirements of their standard are at least equivalent to those of this **PLATFORM USE & PRIVACY STANDARD** and when agreed through the RAM project engagement processes.

II. SECTION 2 – USE OF INFORMATION

4 USE OF INFORMATION BY RAM

- 4.1 RAM uses PERSONAL INFORMATION to provide USER with a better service, and in particular for the following reasons ("**SPECIFIED PURPOSES**") -
 - 4.1.1 providing Services that RAM has requested and notifying the USER about important changes or developments to these Services;
 - 4.1.2 responding to RAM or the USER's inquiries and complaints or processing the USER's requests in relation to the USER's information;
 - 4.1.3 to follow up as part of RAM's Customer Service procedures;
 - 4.1.4 updating RAM's records about the USER;
 - 4.1.5 internal record keeping;
 - 4.1.6 administering offers and services;
 - 4.1.7 improving RAM's Services;
 - 4.1.8 making **RAM'S IT PLATFORM** easier for the USER to use;
 - 4.1.9 providing the USER with access to certain parts of **RAM'S IT PLATFORM**;
 - 4.1.9.1 RICA / FICA / KYC Services;
 - 4.1.9.2 Biometrics in relation to RICA / FICA / KYC Verification Services; and
 - 4.1.10 contacting the USER for market research purposes, provided that the USER shall have the option to elect not to receive such contact from RAM.



- 4.2 RAM may contact the USER via **RAM's IT PLATFORM** or e-communication in relation to the purposes set out herein and by providing such information the USER is deemed to have agreed to RAM contacting the USER by these methods of Communication.
- 4.3 RAM will continue to contact the USER by way of such methods until the USER advises RAM in writing that the USER no longer wishes to be contacted by certain methods.
- 4.4 Please note the USER is required to accept at least one of the above methods as the USER's chosen method of receipt of Communication from RAM.
- 4.5 Subject to 4.6, the USER(s) PERSONAL INFORMATION will not be released to any third party.
- 4.6 The USER herewith provides RAM with the right to disclose the USER PERSONAL INFORMATION to –
- 4.6.1 to government and law enforcement agencies;
 - 4.6.2 to credit and other financial service providers;
 - 4.6.3 where the law requires that RAM disclose PERSONAL INFORMATION to a party;
 - 4.6.4 where RAM has received the USER's consent to disclose PERSONAL INFORMATION with another Party; and
 - 4.6.5 where RAM has reason to believe that a disclosure of PERSONAL INFORMATION is necessary to identify, contact or bring legal action against RAM who may be in breach of the Agreement or may be causing injury to RAM's rights or property, other users, or anyone else that could be harmed by such activities.

5 INFORMATION COLLECTED & MONITORING COMMUNICATIONS

- 5.1 Subject to the provisions of the [RICA.pdf](#), USER agrees to permit RAM to intercept, block, filter, read, delete, disclose and use all communications USER sends or posts to RAM for using the Service and/or to RAM's Personnel.
- 5.2 USER agrees and acknowledges that the consent USER provides above satisfies the "writing" requirement specified in the [ECTA.pdf](#) and in the [RICA.pdf](#).
- 5.3 RAM may implement systems designed to intercept and monitor the USER's Communications with RAM, to the extent permissible by Law, in which case the User consents to such interception and monitoring.
- 5.4 As part of this process of intercepting and monitoring these communications, RAM may record such communications for disclosure on the basis set out in this [PLATFORM USE & PRIVACY STANDARD](#).
- 5.5 RAM may link to other IT Platforms which are not within RAM's control. Once a USER has left RAM's IT PLATFORM, RAM cannot be responsible for the protection and privacy of any information which the USER provides. The USER should exercise caution and look at the privacy statement applicable to the IT Platform in question.
- 5.6 RAM automatically receives and records information on RAM's server logs from the USER's browser or mobile platform, including the USER's location, IP address, cookie information and the page the USER requested.
- 5.7 RAM treats this data as non-personal information, except where we are compelled to do otherwise by Law or legal authority.
- 5.8 RAM only uses this data in aggregate form and RAM may provide this aggregate information to RAM's partners about how RAM's customers, collectively, use **RAM's IT PLATFORM**, so that RAM's partners may also understand how the USER makes use of the IT Platform.

6 TYPE OF INFORMATION COLLECTED FOR SPECIFIED PURPOSES

- 6.1 The following information may be requested by RAM from USER(s) for the **SPECIFIED PURPOSES** –

INDIVIDUAL	CORPORATE ENTITY
Name & Surname	Name
Identity number	Registration Number
Physical address	Physical address
Postal address	Postal address
Mobile, home and work contact numbers	Mobile, home and work contact numbers
Facsimile number	Facsimile number
Email Address	Email Address
VAT number (where applicable);	VAT number (where applicable)
Any other information required by the ECT Act.	

- 6.2 Through the use of Cookies or other analytical software, RAM may further collect a list of the Services USER(s) expresses an interest in when the USER uses **RAM's IT PLATFORM**.



6.3 USER(s) is further informed that there is other information that will be automatically provided to RAM due to Cookies.

6.4 This information will include –

6.4.1 the IT Platform;

6.4.2 I.P addresses; and

6.4.3 how long USER(s) visited **RAM'S IT PLATFORM**.

7 **CONSENT TO USE OF PERSONAL INFORMATION**

USER –

7.1 supplies the PERSONAL INFORMATION to RAM of its own accord and free will;

7.2 warrants that the PERSONAL INFORMATION provided to RAM is correct and that such PERSONAL INFORMATION is provided to RAM by an individual possessing necessary authority from the USER;

7.3 authorizes RAM's duly authorized verification agent, to access the USER's PERSONAL INFORMATION and conduct background screening checks including, but not limited to, credit, qualifications, employment references, criminal record, fraud prevention, ID verification/company verification and drivers' licence;

7.4 consents to requests for consumer credit information to be released for the below prescribed purposes –

7.4.1 assess the USER's Application, level of indebtedness and debt repayment history as required by the NCA; and/or

7.4.2 assess risk; and/or

7.4.3 validate and verify the information which the USER provides to RAM, including the USER's identity and the identity of the USER's spouse, partner or other directors/partners; and/or

7.4.4 fraud prevention or detection and/or money laundering;

7.4.5 understands that verification requests form part of the background screening process;

7.4.6 understands that requests for credit information from the Credit Bureaux will only be conducted under the regulations defined as per the NCA,

7.5 understands that data obtained from the Financial Services Board ("FAIS") serves only for the purpose to determine the fitness and propriety as envisaged in the FAIS;

7.6 acknowledges that any PERSONAL INFORMATION supplied to RAM is provided voluntarily and that RAM may not be able to comply with its obligations if the correct PERSONAL INFORMATION is not supplied to RAM;

7.7 understands that privacy is important to the responsible parties and the responsible parties will use reasonable efforts in order to ensure that any PERSONAL INFORMATION in their possession or processed on their behalf is kept confidential, stored in a secure manner and processed in terms of South African law and for the purposes the USER has authorised;

7.8 warrants that all information, including PERSONAL INFORMATION, supplied to RAM is accurate and current and agrees to correct and update such information when necessary;

7.9 by submitting any PERSONAL INFORMATION to RAM in any form, acknowledges that such conduct constitutes a reasonable unconditional, specific and voluntary consent to the processing of such PERSONAL INFORMATION in the following manner by RAM and/or verification information suppliers –

7.10 personal information may be shared by RAM with a Credit Bureaux and may be further shared by Credit Bureaux with the Verification Information Suppliers for verification or other legitimate purposes;

7.11 personal information may be shared by the Verification Information Suppliers with a Credit Bureaux and be further shared by a Credit Bureaux with RAM and a Credit Bureaux's other clients for purposes of continued or future employment or for other legitimate purposes as per the NCA;

7.12 PERSONAL INFORMATION may be stored for a reasonable period by RAM, a Credit Bureaux and/or the Verification Information Suppliers; and

7.13 PERSONAL INFORMATION may be transferred cross-border to countries, which do not necessarily have data-protection laws similar to South Africa, for verification or storage purposes. In any cross-border transfer of PERSONAL INFORMATION the recipient will be notified of the need to protect the confidentiality of the PERSONAL INFORMATION,

7.14 takes note that if the responsible party has utilised the PERSONAL INFORMATION contrary to this **PLATFORM USE & PRIVACY STANDARD** and **RAM'S IT PLATFORM USE & PRIVACY POLICY**, the USER may first resolve any concerns with that



responsible party. If the USER is not satisfied with such process, the USER has the right to lodge a complaint with the Information Regulator;

7.15 understands that a copy of PERSONAL INFORMATION kept by the responsible party will be furnished to the USER upon request in terms of the provisions of POPI or the NCA and the USER understands that the USER may dispute any information in the record provided;

7.16 unconditionally agrees to indemnify the responsible party/ies, and Verification Information Suppliers, acting in good faith in taking reasonable steps to process the USER'S PERSONAL INFORMATION lawfully, against any liability that may result from the processing of the USER'S PERSONAL INFORMATION. This includes unintentional disclosures of such PERSONAL INFORMATION to, or access by unauthorized persons, and/or any reliance which may inadvertently be placed on inaccurate, misleading, or outdated PERSONAL INFORMATION, provided to RAM by the USER or by a third party in respect of the USER.

8 DELETION

8.1 USER may at any time and on written request to RAM, request RAM to make an amendment to or delete PERSONAL INFORMATION recorded of USER.

8.2 Should USER'S PERSONAL INFORMATION so collected no longer be of any use and/or is no longer needed for the purposes of originally being collected and/or should the USER request the deletion of PERSONAL INFORMATION, RAM shall ensure that the PERSONAL INFORMATION of the USER is deleted and no record retained, stored or held by RAM.

9 USER'S CONDUCT ON RAM'S IP PLATFORM

9.1 USER agrees –

9.1.1 to be fully responsible for USER'S own conduct and content while using RAM'S IT PLATFORM and for any consequences thereof;

9.1.2 to comply with all Laws which govern USER'S Service use, as well as to adhere to generally acceptable Internet and e-mail etiquette;

9.2 In this regard, USER agrees, *inter alia*, not to use RAM'S IT PLATFORM to -

9.2.1 take any action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent your affiliation to any person or forge headers or otherwise manipulate identifiers in order to disguise the origin of anything posted or transmitted through RAM'S IT PLATFORM;

9.2.2 submit any person'S PERSONAL INFORMATION to RAM without that person'S informed consent;

9.2.3 gather or attempt to collect PERSONAL INFORMATION about *third parties* without their knowledge or consent for commercial, political, charity or similar purposes;

9.2.4 violate the privacy of any person or attempt to gain unauthorised access to RAM'S IT PLATFORM or the persons account, including (without being limited to) through hacking, password mining or any other means;

9.2.5 post or transmit anything which is defamatory, discriminatory, obscene, offensive, threatening, abusive, harassing, harmful, hateful or which carries child pornography, religious or racial slurs or threatens or encourages bodily harm or the like or which may violate any person's personality rights;

9.2.6 copy, modify, create an adaptation of, reverse engineer, decompile or otherwise attempt to extract RAM'S source code or any part thereof, unless this is expressly permitted or required by law, or unless RAM have specifically told you that you may do so, in writing;

9.2.7 in any manner which could damage, impair, overburden or disable RAM'S IT PLATFORM or interfere with any other USER'S account use;

9.2.8 post anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;

9.2.9 make fraudulent offers to sell or buy products, items or services or to offer or solicit for any type of financial scam such as "pyramid schemes" and "chain letters";

9.2.10 or in a manner that may infringe the intellectual property rights (for example copyright or trademarks) or other proprietary rights of others; and/or

9.2.11 otherwise use RAM'S IT PLATFORM to engage in any illegal or unlawful activity.



- 9.3 Should USER engage in any one or more of the above practices, which shall be determined in RAM's sole discretion (and which decision shall be final), then RAM shall be entitled, without prejudice to any other rights RAM may have, to -
- 9.3.1 without notice, suspend or terminate USER's Account and/or Service use;
 - 9.3.2 hold USER liable for any costs RAM incur as a result of USER's misconduct; and/or
 - 9.3.3 notwithstanding RAM's IT PLATFORM USE & PRIVACY POLICY referred to herein, disclose any information relating to you, whether public or personal, to all persons affected by USER's actions.
- 10 **USE OF RAM IT PLATFORM FOR PURPOSES OF THE SERVICES**
- 10.1 Any electronic transmission of a SHIPPING INSTRUCTION by USER shall be deemed to be a written document that is in the form, either wholly or partly, of a data message as defined in the Electronic Communications and Transactions Act, 25 of 2002.
 - 10.2 Notwithstanding that the SHIPPING INSTRUCTION is not physically signed by the USER, upon electronic transmission thereof to RAM using RAM's IT PLATFORM –
 - 10.2.1 USER shall be requesting and authorising RAM to provide the Services specified on the SHIPPING INSTRUCTION in accordance with and subject to the Agreement; and
 - 10.2.2 RAM shall be entitled to act in accordance with the instructions contained in such SHIPPING INSTRUCTION.
 - 10.3 USER warrants that the information furnished by the USER when completing and submitting any SHIPPING INSTRUCTION shall be accurate, true and complete in all aspects.
 - 10.4 Should the USER be located outside of South Africa, then the USER agrees to comply with any laws, rules or regulations in the USER's jurisdiction or in the location of the USER's web server regarding online conduct and acceptable content, including laws regulating the export of data to South Africa or the USER's country of residence.
- 11 **AMENDMENT**
- 11.1 RAM reserves the right, in RAM's sole discretion, to amend this PLATFORM USE & PRIVACY STANDARD at any time, in any way and from time to time in order to accommodate amendments to South African Legislation or to meet the changing needs of the organisation.
 - 11.2 RAM will publish the amended PLATFORM USE & PRIVACY STANDARD on RAM's IT PLATFORM.
 - 11.3 These amendments shall come into effect immediately once published on RAM's IT PLATFORM.