



My Marketing Portal (Pty) Ltd

Registration Number: 2020/163383/07

Bondev Park, Block H

Eldoraigne

0157

legal@my-marketing.co.za

www.my-marketing.co.za

My Marketing Portal (Pty) Ltd

My-marketing

Website & Portal

Privacy Policy



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1. Introduction

1.1 We recognize that your privacy is important. This document outlines the types of personal information we receive and collect when you use My-Marketing™ as well as some of the steps we take to safeguard information. We hope this will help you make an informed decision about sharing personal information with us.

1.2 My-Marketing™ strives to maintain the highest standards of decency, fairness, and integrity in all our operations. Likewise, we are dedicated to protecting our Customers, customers', consumers', and online visitors' privacy on our website.

1.3 My-Marketing™ takes the privacy of all persons who access, visit, utilise, register for and/or open an account seriously and is committed to protecting the Customer's Personal Information.

1.4 This privacy policy ("**Privacy Policy**") explains how the Customer's personal data is collected, processed, and disclosed, and in certain instances, its subsidiaries, affiliated companies and other third parties.

1.4.1 This Privacy Policy applies to:

1.4.2 the My-Marketing™ website www.my-marketing.co.za ("**Website**");

1.4.3 any of the My-Marketing™ mobile, digital and/or computerised downloadable application(s) that are in existence at the date of this Privacy Policy and also to those that come into existence after the date of this Privacy Policy ("**Platforms**"); and

1.4.4 any other related mobile, digital and/or computerised service as provided for in the My-Marketing™ Terms and Conditions, or any contract entered with the My-Marketing™, or otherwise ("**Services**").

1.5 By clicking "*Accept*" when you register with the My-Marketing™, use the My-Marketing™, browse and/or make use of the My-Marketing™ Website and/or Services, you expressly consent to this Privacy Policy governing;

1.5.1 your use of the My-Marketing™, Website and/or Services;

1.5.2 the My-Marketing™ collection, processing, and disclosure of your Personal

1.5.3 Information as set out in this Privacy Policy; and

1.5.4 the use of cookies on the My-Marketing™, Website and/or Services, when applicable.

1.6 If you do not accept such collection, processing, use and disclosure of your Personal Information, you must not click "*Accept*", nor use or access the My-Marketing™, Website and/or Services.

2. My-Marketing™ Terms and Conditions

2.1 The registered company name My-Marketing Portal (Pty) Ltd with registration number 2020/163383/07 to this Private Policy, herein referred as "My-Marketing™".



2.2 By entering this site, you acknowledge and agree that any of the My-Marketing™ sites will only be construed and evaluated according to South African law. Although this site may be linked to other sites, My-Marketing™ is not, directly, or indirectly, implying any approval, association, sponsorship, endorsement, or affiliation with the linked sites, unless specifically stated therein. By entering this site, you acknowledge and agree that My-Marketing™ has not reviewed all the sites linked to this site and is not responsible for the content of any off-site pages or any other site linked to this site. You're linking to any other off-site pages or other sites is at your own risk.

2.3 Please note that although we make every effort to ensure that My-Marketing™ are of high quality, My-Marketing™ cannot accept any responsibility for services or products provided by external business and product providers.

2.4 Any contracts or transactions entered are between the Customer and My-Marketing™ only and does not include My-Marketing™ as a party in any way.

3. [Personal Information](#)

3.1 My-Marketing™ collects personally identifiable information from the visitors to our website only on a voluntary basis. Personal information collected on a voluntary basis may include but not limited to names, postal addresses, email addresses, company names and telephone numbers.

3.2 This information is amongst other collected to service requests from you for information or services from us, to participate in contests or sweepstakes, and for signing up or joining our email lists. The information collected is internally reviewed, and used to improve the content of our websites, notify our visitors of updates, and to respond to visitor inquiries.

3.3 Once information is reviewed, we discard it or store it. If we make material changes in the collection of personally identifiable information, we will inform you by placing a notice to that effect on our website. Personal information received from any visitor will only be used for internal purposes and will not be sold or provided to third parties.

3.4 My-Marketing™ respects your concerns for maintaining the privacy of your data submitted to us using the My-Marketing™ website in South Africa. This Privacy Policy only applies to the My-Marketing™ website and does not apply to data collected on any other website, including other websites to which this site may link.

3.5 Personal information is information that identifies or relates specifically to the Customer and includes, amongst other things, the Customer's:

3.5.1 name, surname, age, identity number, date of birth;

3.5.2 email address(es), telephone number(s), physical or postal address(es), or any other contact details;

3.5.3 country of residence, language(s), qualification(s);

3.5.4 financial information such as banking details and payment card details; and

3.5.5 device information, location information, log information, unique application numbers (if applicable) and transactional information,



- 3.5.6 and in short, is any information that the My-Marketing™ knows about the Customer and that can identify the Customer which will be regarded as the Customer's personal information (“**Personal Information**”).
- 3.6 By Personal Information, the My-Marketing™ does not mean general, statistical, aggregated, or anonymised information, but the My-Marketing™ is entitled to collect, process, and disclose such general, statistical, aggregated or anonymised information as it deems fit.
- 3.7 My-Marketing™ may collect and process all the following Personal Information from the Customer:
- 3.7.1 Personal Information that the Customer provides to the My-Marketing™ when downloading, subscribing and/or registering on the My-Marketing™s, visiting the My-Marketing™ Website, and/or using any Service that the My-Marketing™ currently offers and/or may offer in the future;
- 3.7.2 Personal Information that the Customer provides to the My-Marketing™ when reporting a problem, lodging a complaint and/or a query in respect of the My-Marketing™s, Website and/or Services that the My-Marketing™ currently offers and may offer in the future; and
- 3.7.3 Personal Information disclosed during the completion of surveys that the My-Marketing™ may request the Customer to complete from time to time. The Customer acknowledges that the completion of such surveys is voluntary.
4. **Use of personal information**
- 4.1 The My-Marketing™ may use the Customer's Personal Information for any of the following purposes:
- 4.1.1 to provide My-Marketing™ to the Customer;
- 4.1.2 to provide the Website to the Customer;
- 4.1.3 to provide any Services to the Customer;
- 4.1.4 to operate, improve and update the My-Marketing™, Website and/or Services;
- 4.1.5 to provide the Customer with customer service of any nature;
- 4.1.6 to provide the Customer with important information regarding the My-Marketing™, Website and/or Services;
- 4.1.7 to inform the Customer of any changes to the My-Marketing™ Terms and Conditions, Policies and/or other technical notices, updates, security alerts, support, administrative messages, or any changes to any Service;
- 4.1.8 to provide “in application” advertisements and promotions, including news about products and services offered by the My-Marketing™, its subsidiaries, its affiliate companies and of any merchants from whom the Customer interacts with and/or whose services the Customer utilises;
- 4.1.9 for audits, data analysis, development, research and/or any other business purpose that the My-Marketing™ deems reasonable and necessary in its sole and absolute discretion;
- 4.1.10 for payment verification and fraud prevention purposes;
- 4.1.11 to otherwise identify the Customer;



- 4.1.12 to respond to any queries or complaints lodged by the Customer and/or any other third party;
- 4.1.13 to carry out any administrative functions;
- 4.1.14 for the purposes of marketing and promotions, *Direct Marketing* of this Privacy Policy; as may be required by law, including under the Financial Intelligence Centre Act No. 38 of 2001, or in connection with legal proceedings; and as it may be necessary to establish, exercise or defend the My-Marketing™ legal rights.

4.2 The My-Marketing™, Website and/or Services may contain links to third party websites. The My-Marketing™ is not responsible for:

- 4.2.1 any representations and/or information and/or warranties and/or content on any website of any third party (including websites linked to the website or websites facilitated by the My-Marketing™); and/or
- 4.2.2 the use and disclosure of the Customer's Personal Information by such third party and/or any other party because of the Customer electing to access such website(s),
- 4.2.3 as the My-Marketing™ does not exercise control over third parties' privacy policies, accordingly the Customer should refer to the privacy policy of any such third party to see how such third party protects the Customer's privacy and Personal Information.

5. Disclosure of personal information

5.1 The My-Marketing™ may disclose all the Customer's Personal Information in any one or more of the following situations:

- 5.1.1 to achieve any of the purposes set forth the **clause 4** (*Use of Personal Information*) of this Privacy Policy;
- 5.1.2 to any agents, service My-Marketing™ and/or third parties that provide any services to the My-Marketing™, for the My-Marketing™, such agent, service My-Marketing™ and/or third party to give effect to such services;
- 5.1.3 to all Customers, Product Providers on the My-Marketing™ with whom the Customer interacts and/or whose services the Customer utilises;
- 5.1.4 to any legal, regulatory and/or governmental authority, as the My-Marketing™ may be required to give effect to **the clause 4** (*Use of Personal Information*) of this Privacy Policy;

5.2 In connection with corporate dealings, including but not limited to:

- 5.2.1 any proposed and/or actual merger that the My-Marketing™ is a party to;
- 5.2.2 the sale of any of the assets of the My-Marketing™, and/or any of its subsidiary and/or affiliate companies the financing or acquisition of all or a portion of the business of the My-Marketing™, and/or any of its subsidiary and/or affiliate companies, to another corporate entity; and when the Customer has consented to the disclosure of his/her/its Personal Information.

5.3 In specific instances My-Marketing™ processes personally identifiable information that you submit via this web site. Personal information is submitted via this web site through an "Inquiry" registration and submission (by online form), or Mobile Phone or through an e-mail sent via this site.



- 5.4 You may choose not to submit personal information via an “Inquiry” registration and submission, or Mobile Phone or e-mail via this web site. By sending personal information to My-Marketing™ via the web site, you acknowledge that My-Marketing™ will process certain personally identifiable data about you or a 3rd party that is the subject of your Inquiry. You therefore consent to our use of that information in accordance with the My-Marketing™ Privacy Policy.
- 5.5 My-Marketing™ will never sell or provide personal data to a third party that is not related to My-Marketing™, except as provided in this Privacy Policy, without your express consent. We may process your, or a 3rd party that is the subject of your Inquiry, personal data that we receive through a submission from you to My-Marketing™, via this web site’s or Mobile Phone Portal.
- 5.6 My-Marketing™ may use your personal data in aggregate form for internal statistical and notification of related product/service offering purposes.
- 5.7 All personal information (including names, addresses, banking details or contact information) that you enter on this site and transmit to My-Marketing™ will only be used by My-Marketing™ and its formal suppliers. By providing your personal information you give My-Marketing™ permission to use your details for communication purposes. My-Marketing™ will not forward this information to any organization that is not directly involved in some manner in the provision of this service by My-Marketing™.
- 5.8 The Customer is entitled to request access to his/her/its Personal Information stored by the My-Marketing™ at a prescribed fee and to request that inaccurate, irrelevant, excessive, out-dated, misleading or unlawfully obtained information be corrected, deleted or in the case of a dispute, indicate that a correction has been requested, but not made.
- 5.9 The Customer acknowledges that:
- 5.9.1 in the case of a natural person, he/she is over the age of 18 (eighteen); and
 - 5.9.2 in the case of a juristic person, the Customer’s representative is over the age of 18 (eighteen).

6. Use of Cookies and Web Beacons

- 6.1 When the Customer utilises the My-Marketing™, Website and/or Services, the computer and/or device may attract cookies. A cookie is a small piece of information sent by a web server to a web browser, which enables the server to collect information back from the browser. Find out more about the use of cookies on www.cookiecentral.com.
- 6.2 We use cookies to help you personalize your online experience. Cookies are identifiers that are transferred to your device's storage through your web browser to enable our system to recognize your browser. The purpose of a cookie is amongst other to tell our web server that you are visiting our website for the first time or whether you returned



to a specific page. If you personalize our site's pages, or register with any of our site's services, a cookie enables My-Marketing™ to recall your specific information on subsequent visits to improve your experience.

- 6.3 You can accept or decline cookies by modifying settings in your browser; however, if you choose to decline cookies, you may not be able to fully experience the interactive features of the site.
- 6.4 A web beacon is a transparent image file used to monitor your journey around a single website or collection of sites. Beacons are also referred to as web bugs. They are commonly used by sites that use third-party services to monitor traffic. They may be used in association with cookies to understand how visitors interact with the pages and content on the pages of a website.
- 6.5 As you browse this website, Google Analytics and advertising cookies will be placed on your computer to collect demographic and interest information, but we do not tie the cookie to any personal information that you provide to us. If you do not wish your data to be collected via Google Analytics, you may use their [opt-out tool](#).
- 6.6 We use third-party advertising companies to serve ads on our website. These companies use cookies and web beacons in their ads to ascertain how many times you have seen an advertisement. No personally identifiable information you give us is provided to them for cookie or web beacon use, so they cannot personally identify you with that information from our website.
- 6.7 Some third-party advertisements may be provided by Google, which uses the DoubleClick cookie to serve ads. This cookie enables Google to serve ads to Customers based on their visits to other sites on the Web. You may opt out of the use of the DoubleClick cookie by visiting the [Google ad and content network Privacy Policy](#).
- 6.8 Browsers can be set to accept or reject cookies automatically or notify you when a cookie is being requested. Privacy software can be used to override web beacons. Taking either of these actions should not cause a problem with our site, should you so choose.
- 6.9 Blocking all cookies may result in impaired access to and usage of the Platforms, Website and/or Services

7. [Aggregated Information and Direct Marketing](#)

- 7.1 Through this web site, My-Marketing™ collects and stores non-personal information in aggregate form. The data is collected as Know Your Customer or FICA and stored for internal statistical purposes only. My-Marketing™ also collects and stores individual data to maintain and issue a unique session ID for individuals, only whilst visiting our site.
- 7.2 In some cases, we may collect information about you that is not personally identifiable. We use this information, which does not identify individual Customers, to analyse trends, to administer the site, to track Customers' movements around the site and to gather demographic information about our Customer base. The information collected is



used solely for internal review and not shared with other organizations for commercial purposes

- 7.3 Non-personal information includes
- 7.3.1 the browser type with which you access the Internet;
 - 7.3.2 the date and time you accessed the My-Marketing™ Worldwide site.
 - 7.3.3 the Internet address of the web site from which you linked directly to the www.my-marketing.co.za site; and
 - 7.3.4 information you view while visiting the My-Marketing™ site.
- 7.4 The Customer has the right to request that the My-Marketing™ does not collect, process, and use the Customer's Personal Information for marketing and/or promotional purposes and can exercise this right by:
- 7.4.1 clicking the "unsubscribe" link on any communications sent to the Customer;
 - 7.4.2 Checking certain "boxes" that appear on the My-Marketing™, Website and/or Services;
 - 7.4.3 contacting the My-Marketing™ customer call centre; and/or sending an email to the My-Marketing™ at support@my-imali.com requesting that the Customer be unsubscribed from such marketing and/or promotional purposes.

8. [Accuracy](#)

- 8.1 My-Marketing™ does not vouch for, and is not responsible for, the accuracy of data about you that may be supplied to us through your email or through any other submission of personal information through this web site.
- 8.2 Although the information contained in this site is based upon up-to-date information, and while My-Marketing™ makes all reasonable efforts to ensure that all material on this site is correct, accuracy cannot be guaranteed, and My-Marketing™ makes no warranties or representations as to its accuracy.

9. [Security](#)

- 9.1 My-Marketing™ will take all appropriate measures to assure the online security of transmissions to this web site. All data is stored on our servers in a secure manner. Access to those servers is strictly limited to network administrators and other authorized personnel of My-Marketing™, who have been trained to protect against loss, misuse, unauthorized access, disclosure, alteration, or destruction of personal data under My-Marketing™ control. We take pride in our technology and our security policies.
- 9.2 My-Marketing™ reserves the right to amend this Privacy Policy at any time without notice. If we decide to change this Privacy Policy, we will post those changes here so that you will always know how we will use the information that is collected about you.
- 9.3 My-Marketing™ understands the value of the Customer's Personal Information and therefore shall take all reasonable steps to protect the Customer's Personal Information from loss, misuse, or unauthorised alteration.



- 9.4 The Customer's Personal Information is stored in databases that have built-in safeguards and firewalls to ensure the privacy and confidentiality of that information.
- 9.5 The Customer recognises the need for appropriate protection and management of the Personal Information the Customer shares with the My-Marketing™.
- 9.6 The My-Marketing™ stores data in encrypted form on computers and control access via secure web pages. The My-Marketing™ employs firewalls and other security technologies to protect its servers from external attack.
- 9.7 The My-Marketing™ security systems meet or exceed industry standards and the My-Marketing™ constantly monitors internet developments to ensure its systems evolve as required. The My-Marketing™ also tests its systems regularly to make sure the security mechanisms are up to date.
- 9.8 The My-Marketing™ is subject to data protection laws in the Republic of South Africa ("RSA"), including the Constitution of the Republic of South Africa of 1996, the Electronic Communications and Transactions Act No. 25 of 2002, the Protection of Personal Information Act No. 4 of 2013, the Regulation of Interception of Communication Act No. 25 of 2002 and the Consumer Protection Act No. 68 of 2008.
- 9.9 This Privacy Policy is intended to comply with the My-Marketing™ duties in terms of the General Data Protection Regulation (GDPR).

10. [Release of Information](#)

If My-Marketing™ or its licensee is sold, the information we have obtained from you through your voluntary participation on our site, may be transferred to the new owner(s) as a part of the sale of business in order to ensure that the service being provided to you may continue. In that event, you will receive notice through our website of that change in control and practices, and we will make reasonable efforts to ensure that the purchaser honours any opt-out prior requests you may have made to us.

11. [How You Can Correct or Move Information](#)

We provide this Privacy Policy as a statement to you of our commitment to protect your personal information. If you have submitted personal information through our website and would like that information deleted from our records, or would like to update or correct that information, please use our Contact Us page.

12. [Updates and Effective Date](#)

My-Marketing™ reserves the right to make changes in this policy. If there is a material change in our privacy practices, we will indicate on our site that our privacy practices have changed and provide a link to the updated Privacy Policy. We encourage you to



periodically review this policy so that you will know what information we collect and how we use it.

13. Copyright

13.1 Except for a select number of graphic images used with the permission of the copyright holders, My-Marketing™ is the copyright owner of all other content on this site and no portion of this site, including but not limited to all text and images, may not be used in any manner, or for any purpose, without the express written permission of My-Marketing™, except as provided for herein. Modification or use of the material on the site for any other purpose violates the legal rights of My-Marketing™.

13.2 By entering this site, you acknowledge and agree that any communication or material you transmit to this site or to My-Marketing™, in any manner and for any reason, will not be treated as confidential or proprietary except as otherwise provided for in these Terms and Conditions.

14. Intellectual Property

By entering this site, you acknowledge and agree that all names, graphics, logos and trademarks contained on this site are owned or licensed either by My-Marketing™ or by other parties who have authorised their use on this site, and may not be used in any way by you without the prior written approval of My-Marketing™ or the party concerned. Your unauthorized use of this site's content is expressly forbidden, unless specifically provided for on this site. Such unauthorized use may subject you to penalties or damages, including but not limited to those related to violation of trademarks, copyrights, privacy, and publicity rights.

15. Loss and Liability

By entering this site, you acknowledge and agree that your use is at your own risk and that none of the parties involved in creating, producing, or delivering this site are liable for any direct, incidental, consequential, indirect, or punitive damages, or any other losses, costs, or expenses of any kind (including legal fees, expert fees, or other disbursements) which may arise, directly or indirectly, through the access to, use of, or browsing of this site or through your downloading of any materials, files, applications, binary codes, data, text, images, video, or audio from this site, including but not limited to anything caused by any viruses, bugs, human action or inaction or any computer system, phone line, hardware, software or program malfunctions, or any other errors, failures or delays in computer transmission or network connections.

16. Site Revisions

My-Marketing™ reserves the right to make changes to any portion of this site, including this Privacy Policy, at any time, without any prior notice or obligation. By entering this site, you hereby acknowledge and agree that you shall be bound by any such changes. To this end, My-Marketing™ suggests that you periodically visit this Privacy Policy and review the content.



17. [Payment Policy](#)

17.1 My-Marketing™ has appointed BXChange My-iMali as the Payment Manager electronic wallet processes and methods (<https://www.my-imali.com/>) of effecting payment for the services rendered through this and other related sites. This service is only available to qualifying, registered Customers. Please note that, while all inquiries will be received by My-Marketing™, they will NOT BE PROCESSED until payment has been received by My-Marketing™. My-Marketing™ will not accept any payments in cash; all My-Marketing™ payments are received via the appointed Payment Manager wallet process.

17.2 My-Marketing™ have the right to change or update payment methods and the Payment Manager from time to time.

18. [Service Expectations](#)

18.1 Note that Service Expectations are subject to change based on several conditions (e.g., end of year, public holidays, religious ceremonies, supplier constraints, etc.), and as such Service Expectations are NOT considered to be contractually binding. Any change in Service Expectation will be communicated as soon as My-Marketing™ becomes aware of them.

18.2 There are no Service Expectations during failures of Internet Services My-Marketing™ or failures in power and telecommunication transmissions.

19. [Changes of this Privacy Policy](#)

19.1 The My-Marketing™ reserves the right, in the My-Marketing™ sole and absolute discretion, to update, modify or amend (including without limitation, by the addition of new terms and conditions) this Privacy Policy from time to time with or without notice.

19.2 The Customer therefore agrees to review the Privacy Policy whenever the Customer accesses and utilises the My-Marketing™, Website and/or Services for any such change.

19.3 Save as expressly provided to the contrary in the Privacy Policy, the amended version of the Privacy Policy shall supersede and replace all previous versions thereof.

20. [Agreeing to Terms](#)

20.1 If you do not agree to My-Marketing™ Privacy Policy as posted here on this website, please do not use this site or any services offered by this site. Your use of this site indicates your acceptance of this Privacy Policy.

20.2 The Privacy Policy will be governed by and construed and interpreted in accordance with the laws of RSA