



# Privacy Policy

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## PROTECTION OF PERSONAL INFORMATION

In line with the Protection of Personal Information Act, Broll is committed to protecting the privacy of personal information of our data subjects. The information you share with us as a data subject allows us to provide you with the best experience with our products and services, or as a stakeholder.

The company has dedicated policies and procedures in place to protect all personal information collected and processed by us. We will never sell your personal information or disclose it unlawfully. Please read below for more information on what is personal information, how we collect, process, use and disclose personal information.

- 1) Personal information includes any information by which you can be identified and which relates to you as an identifiable person such as your name, email address, physical and postal addresses, race, sex, age and/or internet address of the domain from which you are visiting.
- 2) We use different methods to collect information from and about you. Your personal information may either be collected by us or provided by you. We will only collect your personal information by lawful and fair means and, where appropriate with your knowledge or consent.
- 3) We process personal information for various reasons. Before or at the time of collecting your personal information, we will identify the purpose(s) for which the information is being collected. Personal information is used as is appropriate in the normal course of business to provide the products and services. We may retain any information for purposes of ongoing business relationships or to communicate directly with you.  
The reasons for processing of information is including but not limited to the following.
  - To manage information, products and/or services requested by data subjects;
  - To help us identify data subjects when they contact us;
  - To improve the quality of our services; and
  - Marketing purposes
- 4) Any and all information collected will be kept strictly confidential. We will not disclose your personal information to anyone, unless we obtain your consent, or unless it required or permitted by law or regulatory authority. It will not be sold, loaned or otherwise disclosed to any organisation.
- 5) We may retain any information for purposes of ongoing business relationships or to communicate directly with you. We will store and keep your personal information according to the retention (holding) periods defined by law for legitimate business purposes and will take reasonably practicable steps to make sure that it is kept up to date and archived according to our defined retention schedules.
- 6) Upon request we will furnish you with details of the personal information we hold about you. You may submit your request using Form2 Correction or Deletion of Personal Information which can be sourced using our PAIA page [www.broll.com/paia](http://www.broll.com/paia). Should you believe that any information we hold about you is incorrect, please inform us using Form 2 and we will correct it.
- 7) We may transfer to, and store personal information we collect about you, in countries other than South Africa, if the relevant business transactions or situation requires trans-border processing. These countries may not have the same data protection laws as South Africa.
- 8) Where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person, Broll Property Group (Pty) Ltd shall notify:
  - a) the Regulator; and
  - b) the data subject, unless the identity of such data subject cannot be established.

The notification will be made as soon as reasonably possible after the discovery of the compromise, taking into account the legitimate needs of law enforcement or any measures reasonably necessary to determine the scope of the compromise and to restore the integrity of the responsible party's information system.

## ON-LINE PLATFORM DISCLAIMER

All information and content made available on any On-line Platform is provided by Broll. We make no representations or warranties, implied or otherwise, that, amongst others, the content available on this On-line Platform is free from errors or omissions or that the service will be 100% uninterrupted and error free.

We have taken, and will continue to take due care and diligence that all information provided on this platform is, to the best of our knowledge and understanding, true and correct. However, Broll shall not be liable for any damage, loss or liability of whatsoever nature arising from the use or inability to use this On-line Platform, any information or content provided from and through this On-line Platform.

There is no warranty of any kind, express or implied, regarding the information supplied on this On-line Platform or in respect of any aspect of our services. Any warranty implied by law is hereby excluded, except to the extent to which such exclusion would be unlawful.

Information, ideas and opinions expressed on this On-line Platform should not be regarded as professional advice. Users are encouraged to consult Broll before taking any course of action related to information or opinions expressed on this site.

This On-line Platform is supplied on an "as is" basis and has not been compiled or supplied to meet the user's individual requirements. It is the sole responsibility of the user, prior to entering into any agreement with Broll, to satisfy himself or herself that the service available through this On-line Platform will meet the user's individual requirements.

## ELECTRONIC MAIL DISCLAIMER

Any e-mail and any attachments thereto may contain confidential and proprietary information. The e-mail is intended for the addressee only and should only be used by the addressee for the related purpose. If you are not the intended recipient of any e-mail, you are requested to delete it immediately.

Any disclosure, copying, distribution of or any action taken or omitted in reliance on this information is prohibited and may be unlawful.

The views expressed in the e-mail are, unless otherwise stated, those of the sender and not those of the Broll Property Group or its management. E-mails cannot be guaranteed to be secure or free of errors or viruses. No liability or responsibility is accepted for any interception, corruption, destruction, loss, late arrival or incompleteness of or tampering or interfering with any of the information contained in any e-mail or for its incorrect delivery or non-delivery or for its effect on any electronic device of the recipient.

## USAGE

Broll authorises the user to view, print, and distribute the content of this On-line Platform, or any part thereof, provided that:

- a) such content is used for informational and/or non-commercial purposes only; and
- b) any reproduction of the content of this On-line Platform, or portions thereof, must include the following copyright notice: © Broll.

Users wishing to use any content from this site for commercial purposes may only do so with prior written permission from Broll.

These services do not address anyone under the age of 13. We do not knowingly collect personally identifiable information from children under 13. If you are a parent or guardian and you are aware that your child has provided us with personal information, please contact us directly.

## INTELLECTUAL PROPERTY RIGHTS

All content, trademarks and data on this On-line Platform, including but not limited to data, text, designs, graphics, and icons are the property of Broll. As such they are protected from infringement by domestic and international legislation and treaties. Subject to the rights afforded to the user herein, all other rights to all intellectual property on this On-line Platform are expressly reserved and no license to Broll intellectual property has been granted on this On-line Platform.

## INFORMATION NOT UPDATED OR TO BE RELIED ON

While Broll uses all reasonable efforts to include accurate and up-to-date information on the On-line Platform, Broll makes no warranties or representations with respect to the content of the On-line Platform. Broll assumes no responsibility for updating the On-line Platform or its content or notifying users of information that is inaccurate, incomplete, or out-of-date.

## NO LIABILITY

Broll assumes no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer equipment or other property on account of your access to or use of this On-line Platform or your downloading of any materials, data, text, or images from the On-line Platform.

Broll will not be held responsible or liable for any interruption or discontinuance of any or all functionality of this On-line Platform, whether the result of actions or omission of Broll or a third party.

Broll accepts no responsibility or liability whatsoever arising from or in any way connected with the use of this On-line Platform or its content. Broll will not be liable for the accuracy, completeness, adequacy, timeliness or comprehensiveness of the information contained on the On-line Platform.

## CHANGES AND AMENDMENTS

Broll expressly reserves the right to alter and/or amend any information set out in this On-line Platform without notice. Furthermore, Broll may at any time revise or update these terms and conditions. The user is bound by such revisions and should therefore periodically visit this policy.

## AGREEMENTS IN TERMS OF SECTION 21 OF THE ELECTRONIC COMMUNICATIONS AND TRANSACTION ACT

No information or data on this On-line Platform constitutes a solicitation, recommendation, endorsement or offer by Broll. No agreements shall be concluded merely by sending a data message to this On-line Platform or its owners. Valid agreements require an acknowledgement and offer, or receipt from this On-line Platform.

## ELECTRONIC COMMUNICATIONS

By using this On-line Platform or communicating with Broll by electronic means, the user consents and acknowledges that any and all agreements, notices, disclosures, or any other communication satisfies any legal requirement, including but not limited to the requirement that such communications should be in writing.

## LINKS TO THIRD PARTY SITES

Broll provides links to third party sites and other non-Broll on-line platforms to the user only as a convenience. Such third party information is independent from that provided by Broll. Broll accepts no responsibility for the content or accuracy or the use of such other non-Broll On-line Platforms and does not endorse, and shall not be deemed to have endorsed or accepted, their contents. Linked other non-Broll On-line Platforms or pages are not subject to Broll control. Broll shall not be held responsible or liable, directly or indirectly, in any way for the contents of such other non-Broll On-line Platforms, the use of such other non-Broll On-line Platforms, or inability to use or access any linked other non-Broll On-line Platforms or any links contained in a linked other non-Broll On-line Platforms.

## SECURITY OF INFORMATION

It is expressly prohibited for any person, business or entity to gain or attempt to gain unauthorised access to any element of this On-line Platform, or to deliver or attempt to deliver any unauthorised, damaging or malicious code to this On-line Platform. Any person who delivers or attempts to deliver any unauthorised, damaging or malicious code to this On-line Platform or attempts to gain unauthorised access to any element of this On-line Platform shall be held criminally liable. In the event that Broll should suffer any damage or loss, civil damages will be claimed.

## SEVERABILITY

These terms and conditions of use constitute the entire agreement between Broll and the user of this On-line Platform. Any failure by Broll to exercise or enforce any right or provision of these terms and conditions of use shall in no way constitute a waiver of such right or provision.

In the event that any term or condition of the use of this On-line Platform is not fully enforceable or valid for any reason, such term(s) or condition(s) shall be severable from the remaining terms and conditions. The remaining terms and conditions shall not be affected by such enforceability or invalidity and shall remain enforceable and applicable.

## APPLICABLE AND GOVERNING LAW

This On-line Platform is hosted, controlled and operated from the Republic of South Africa, and thus South African law governs the use or inability to use this On-line Platform and these terms and conditions.

## CONTACT INFORMATION

Any questions, queries, or requests to use any part of this On-line Platform can be directed to:

Broll: Contact Number: +27 11 441 4000

Alternatively, please make use of our [Contact Us](#) page on our broll.com website.

## E-MAIL ADDRESS

E-mail addresses will only be used for the purpose for which you provide it and will not be added to a mailing list unless you request that this be done. We will not disclose it without your consent.

## E-MAIL SUBSCRIPTIONS

We maintain a list of e-mail addresses to which the Broll Newsletter, our regular newsletter, is sent. Individuals must affirmatively request to join this list by using the subscribe form on the subscriptions page on our broll.com website. Any members of this list may choose to unsubscribe at any time by using the PAIA link [www.broll.com/paia](http://www.broll.com/paia). Our list server has been configured in such a way that the e-mail addresses can only be accessed by authorised Broll staff.

## COOKIES

Some elements of the On-line Platform may make use of cookies - a very small text file placed on your hard drive by a web server. Basically, it is your unique identification card that can only be read by the server that gave it to you.

Cookies are not used for any other purpose at this On-line Platform.

You may prevent the use of cookies by configuring your web browser accordingly. This may, however, hinder the On-line Platform's functionality.

## INFORMATION LOGGED

When you make use of this On-line Platform, our server logs the following information:

- the type of browser and operating system your computer uses.
- your domain name extension (for example .com, .co.za).
- the referring site's address (the site where you clicked the link that led you to us).
- your internet service providers public IP address (a number which is unique to the computer connecting you to the Internet, which is usually one of your service provider's computers).
- the date and time of your visit.
- the address of the pages visited and the documents downloaded.
- your device information such as but not limited to manufacturer and operating system

This information is used only for statistical analysis or system administration purposes. It is not associated or correlated with any other information we collect about you.

## LINKS TO OTHER SITES

This On-line Platform contains links to other sites. Broll is not responsible for the privacy practices of these On-line Platforms.

## GOOGLE DISCLAIMER

We use third-party advertising companies to serve ads when you visit our On-line Platform. These companies may use information (not including your name, address, email address, or telephone number) about your visits to this and other website's in order to provide advertisements about goods and services of interest to you. If you would like more information about this practice and to know your choices about not having this information used by these companies.

## DEFINITIONS

"Mobile Application" is an application developed by Broll and made publicly available on either the Google Playstore or Apple Appstore

"On-line Platform" refers to either the Mobile Application or Broll owned domains or web sites.