



**FXFlow (Pty) Ltd**  
**Reg No** 2022/562821/07  
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**[www.fxflow.co](http://www.fxflow.co)**

## FXFlow (Pty) Ltd Data Protection and Privacy Policy (“Privacy Policy”)

Read this policy carefully before browsing the FXFlow Website or using the FXFlow Platform (“FXFlow Services”). Your continued use of the FXFlow Services indicates that you have both read and agreed to the terms of this Privacy Policy. You will not be able to access the FXFlow Platform if you do not accept this Privacy Policy. All sections of this Privacy Policy apply to users of the FXFlow Website and the FXFlow Platform, unless the section expressly states otherwise.

### **Clause 1 Introduction**

- 1.1 FXFlow (Pty) Ltd registration number: 2022/562821/07 (“FXFlow”) is committed to protecting the privacy and security of your Personal Information which is obtained by us when you access the FXFlow Services and we will only use your personal information in accordance with this Privacy Policy and the applicable laws.
- 1.2 For the purposes of this Privacy Policy, the term “Personal Information” will be understood in accordance with the definition provided in the Protection of Personal Information Act 4 of 2013 (“POPIA”) and in accordance with the definition of “Personal Data” in Article 4(1) of the General Data Protection Regulation (EU) 2016/679 (“GDPR”) and shall refer to your personal information which we acquire as a result of your use of FXFlow Services. We also subscribe to the principles for electronically collecting personal information outlined in POPIA, and the further legislation referred to therein.
- 1.3 We endeavour to ensure the quality, accuracy and confidentiality of Personal Information in our possession and we recognise the importance of protecting your privacy in respect of your Personal Information collected when you visit the Website and the FXFlow Platform.
- 1.4 We reserve the right to modify this Privacy Policy from time to time, in particular, to reflect changes in relevant laws and regulatory requirements. In the event that we modify this Privacy Policy, any new version shall be effective 14 days immediately after it is first published on our Website.



- 1.5 This Privacy Policy should not be viewed in isolation and must be read together with any other applicable terms of use of the FXFlow Services and with the terms of any agreement/s entered into between us and you.
- 1.6 By using/accessing the FXFlow Services, you agree to us processing your Personal Information for the purposes and to the extent as stated in this Privacy Policy and on our Website and FXFlow Platform. If you do not agree to the processing of your Personal Information as described in this Privacy Policy, please do not use/access the FXFlow Platform.

## **Clause 2 Privacy Policy**

- 2.1 In adopting this Privacy Policy, we wish to balance our legitimate business interests and your reasonable expectation of privacy in relation to the processing of your Personal Information that we obtain as a result of you having visited or accessed the Website or FXFlow Platform. Accordingly, we will take all reasonable steps to prevent unauthorised access to, or unlawful disclosure of your Personal Information.
- 2.2 To use the FXFlow Services you may be asked to provide the following information (all of which could comprise Personal Information), your:
- 2.2.1 First Name;
  - 2.2.2 Last Name;
  - 2.2.3 Email;
  - 2.2.4 Physical Address;
  - 2.2.5 Postal Address;
  - 2.2.6 Phone Number;
  - 2.2.7 Company/CC/Business Registered Name;
  - 2.2.8 Company/CC/Business Trade Name;
  - 2.2.9 Company/CC/Business Registration Number;
  - 2.2.10 Company/CC/Business VAT number;
  - 2.2.11 Company/CC/Business Tax number.
- 2.3 We shall take reasonably practicable steps to ensure that the Personal Information is complete, accurate, not misleading and updated where necessary.
- 2.4 We will attempt to limit the types of Personal Information we process to only that to which you consent (for example, in the context of online registration, newsletters, message boards, surveys, polls, professional announcements, SMS,



lead generation, MMS and other mobile services) save for as otherwise lawfully permitted. Where necessary, we will seek to obtain your specific consent in future instances should we deem the same required by law and where your consent herein might not be lawfully sufficient.

- 2.5 You hereby consent to the processing of the Personal Information for purposes of direct marketing by means of any form of electronic communication as contemplated in section 69 of POPIA and/or Article 7 of the GDPR (whichever is applicable).
- 2.6 We will not process, collect, use or disclose your special personal information (as defined in POPIA) or other sensitive information (which pertains to but is not limited to information concerning racial or ethnic origins or religious beliefs, where relevant) except with your specific consent or in the other circumstances permitted by POPIA or otherwise in terms of the applicable law.
- 2.7 By agreeing to the terms contained in this Privacy Policy, you consent to the processing of your Personal Information in relation to:
- 2.7.1 The provision and performance of the FXFlow Services to you;
  - 2.7.2 Informing you of changes made to the FXFlow Services;
  - 2.7.3 Providing marketing-related services to you;
  - 2.7.4 Responding to any queries or requests you may have;
  - 2.7.5 Developing a more direct and substantial relationship with you;
  - 2.7.6 Developing an online user profile;
  - 2.7.7 Understanding general user trends and patterns;
  - 2.7.8 For security, administrative and legal purposes;
  - 2.7.9 The creation and development of market data profiles;
  - 2.7.10 In the engagement and response to any employment position for which you may have applied.
- 2.8 Although absolute security cannot be guaranteed on the internet, we have implemented up-to-date, appropriate reasonable technical and organisational security measures to ensure the integrity and confidentiality of your Personal Information obtained by us as a result of your use of the FXFlow Services to prevent the loss of, damage to, or the unauthorised destruction of your Personal Information and to avoid the unlawful access to, or processing of your Personal Information.
- 2.9 While we cannot warrant the security of any Personal Information you provide us, we will take reasonable measures to continue to identify all reasonably foreseeable



internal and external risks to your Personal Information in our possession or under our control, shall establish and maintain appropriate safeguards against the risks identified, shall regularly verify that our safeguards are effectively implemented and shall ensure that our safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards. We shall have due regard to generally accepted information security practices and procedures which may apply to us generally, or be required in terms of specific industry or professional rules and regulations.

- 2.10 We store your Personal Information directly, or alternatively, store your Personal Information on, and transfer your Personal Information to, a central database. If the location of the central database is located in a country that does not have substantially similar laws which provide for the protection of Personal Information, we will take the necessary steps to ensure that your Personal Information is adequately protected in that jurisdiction by means of ensuring that standard data protection clauses are enforced as envisaged by POPIA and by the GDPR (to the extent applicable).
- 2.11 Your Personal Information will not be stored for longer than is necessary for the purposes described in this Privacy Policy or as required by applicable legislation. We shall destroy or delete records of Personal Information, or de-identify such Personal Information as soon as reasonably practicable after we are no longer lawfully authorised to retain the applicable record.
- 2.12 The Personal Information we collect from users shall only be accessed by our employees, representatives, contractors and third parties on a need-to-know basis, and subject to reasonable confidentiality obligations binding such persons.
- 2.13 We shall have the right, but shall not be obliged, to monitor or examine any information and materials including any website link that you publish or submit to us for publishing on the Website and/or FXFlow Platform. You shall be solely responsible for the contents of all material that you have published.
- 2.14 We constantly review our systems and data to ensure the best possible service to our users. We do not accept any users, or representatives of users, under 18 years of age or who otherwise do not have the relevant capacity to be bound by this Privacy Policy.
- 2.15 We will not sell, share, or rent your Personal Information to any third party or use your email address for unsolicited mail. Any emails sent by us will only be in connection with the provision of our services and/or the marketing thereof.



## Clause 3 Your Rights

- 3.1 Every user of the FXFlow Services has the right:
- 3.1.1 To be notified that the Personal information is being collected;
  - 3.1.2 To be notified if the Personal Information has been accessed or acquired by an unauthorised person;
  - 3.1.3 To request us to confirm whether or not we hold any Personal Information about such user, as well as the right to request us to provide the record or a description of the Personal Information about the applicable user held by us. This may be done by emailing us at the address referred to in clause 11.1.4 below;
  - 3.1.4 To request us to correct or delete the Personal Information that we hold on a user's behalf, in instances where such Personal Information is incorrect, incomplete, irrelevant, excessive, inaccurate, out of date, misleading or which has been obtained unlawfully;
  - 3.1.5 To request us to destroy or delete such user's Personal Information ("right to be forgotten") if such information is no longer needed for the original processing purpose, alternatively if a user withdraws their consent and there is no other reason or justification to retain such Personal Information, further alternatively, if a user has objected to such Personal Information being processed and there is no justified reason for the processing of such Personal Information;
  - 3.1.6 Not to be subject, under certain circumstances, to a decision which is based solely on the basis of automated processing of the Personal Information intended to provide a profile of such person;
  - 3.1.7 If we breach any of the terms of this Privacy Policy, to submit a complaint to the duly appointed data protection authority in the applicable territory and who has jurisdiction over the matter;
  - 3.1.8 To withdraw their consent to the processing of the Personal Information at any time, to the extent that they previously provided such consent;
  - 3.1.9 To object, on reasonable grounds relating to the particular situation of the user, to the processing of the Personal Information unless the applicable legislation allows or requires such processing;



3.1.10 Not to have the Personal Information processed for purposes of direct marketing by means of unsolicited electronic communications except as allowed in terms of the applicable legislation and subject to the consent provided in clause 2.5 above;

3.1.11 To object to the processing of Personal Information for direct marketing purposes and to object to the processing of Personal Information processed for purposes of direct marketing by means of unsolicited electronic communications;

3.1.12 To institute civil proceedings regarding the alleged interference with the protection of the Personal Information.

#### **Clause 4 Disclosure of Personal Information**

4.1 We may disclose your Personal Information to the following persons for the purposes of us rendering the FXFlow Services to you and/or for purposes of enabling your use of the FXFlow Services, and for those reasons recorded in clauses 2.4 and 2.7 above, our:

4.1.1 Suppliers/service providers;

4.1.2 Contractors; and

4.1.3 Affiliated Partners.

4.2 If our services are provided in conjunction with, or by involvement of third parties, such third parties may require access to your Personal Information in order to fulfil your request.

4.3 In addition, we may also disclose your Personal Information where such disclosure is necessary to protect our legitimate interests or as required or permitted by law.

#### **Clause 5 GDPR**

To the extent that the provisions of the GDPR apply to the processing of your Personal Information by us, as detailed in this Privacy Policy, we shall endeavour to ensure that any additional applicable requirements of the GDPR which extend beyond the requirements of POPIA, are duly met by us.



## Clause 6 Indemnity

You hereby indemnify and hold FXFlow harmless from any loss, damages or injury that you may incur as a result of any unintentional disclosures of your Personal Information to unauthorised persons or resulting from the provision of incorrect or incomplete personal information to FXFlow and which losses, damages or injuries were outside of the control of FXFlow (i.e. could not have been reasonably prevented or anticipated by it) and/or were not caused by its gross negligence or wilful default.

## Clause 7 Log Files

When you visit the Website or access the FXFlow Platform, even if you do not create an account, we may collect information, such as your IP address, the name of your ISP (Internet Service Provider), your browser, the website from which you visit us, the pages on our Website or the FXFlow Platform that you visit and in what sequence, the date and length of your visit, and other information concerning your computer's operating system, language settings, and broad demographic information. This information is aggregated as anonymous data and does not identify you specifically. However, you acknowledge that this data may be able to be used to identify you if it is aggregated with other Personal Information that you supply to us. This information is not shared with third parties and is used only within the company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above, without your explicit permission.

## Clause 8 Cookies

8.1 We use cookies. A cookie is a small text file that a website saves to your computer or smart device when you visit the site. They allow us to remember your actions or preferences over a period of time. Cookies are not used in any way to identify you personally and it in no way gives us access to your computer or any personal information about you, other than the information you choose to share with us. The two types of cookies used on the Website are described below:

8.1.1 "Session cookies": These are used to maintain a so-called 'session state' and only last for the duration of your use of the Website and FXFlow Platform. A session cookie expires when you close your browser, or if you have not visited the server for a certain period of time. Session cookies are required for the website to function optimally.

8.1.2 "Persistent cookies": These cookies permanently store a unique code



on your computer or smart device hard drive in order to identify you as an individual user. No Personal Information is stored in persistent cookies. You can view persistent cookies by looking in the cookies directory of your browser installation. These persistent cookies are not required for the Website and FXFlow Platform to work, but may enhance your browsing experience.

8.1.3 We use cookies and other tracking technologies to collect information that allows us to:

8.1.3.1 Track site usage and browsing behaviour;

8.1.3.2 Allow you to sign into your account and browse through the website and FXFlow Platform

8.1.3.3 Customise our website's and FXFlow Platform functionality to you personally by letting us remember your preferences

8.1.3.4 Improve how our website and the FXFlow Platform performs

8.1.3.5 Allow third parties to provide services to our website and FXFlow Platform

8.1.3.6 Mitigate risk, enhance security and help prevent fraud.

## 8.2 Third-Party cookies

8.2.1 We use both first-party and third-party cookies on our website.

8.2.2 First-party cookies are cookies issued from the <https://domain.fxflow.co/> that are generally used to identify language and location preferences or render basic site functionality.

8.2.3 Third-party cookies belong to and are managed by other parties, such as FXFlow business partners or service providers.

## 8.3 How to control cookies

8.3.1 Overall, cookies assist us in providing a better website to you by allowing us to track which pages you find beneficial and which you do not. A cookie does not allow us access to your computer or any information about you other than the information you choose to contribute.

8.3.2 Some elements and functionality of our services can only be accessed by using cookies. By continuing to use our website, you consent to the use of cookies as described in this policy. If your browser or browser add-on allows it, you can refuse our cookies, however, this may prevent you from using FXFlow's services.

8.3.3 You can choose to reject or block all or specific types of cookies set by virtue of your visit to the FXFlow website by clicking on the cookie preferences on our website or FXFlow Platform. You can change your preferences for





FXFlow's websites and/or the websites of any third-party suppliers by changing your browser settings.

8.3.4 Please note that most browsers automatically accept cookies.

Therefore, if you do not wish cookies to be used, you may need to actively delete or block the cookies. If you reject the use of cookies, you will still be able to visit our websites but some of the functions may not work correctly.

8.3.5 You may also visit [www.allaboutcookies.org](http://www.allaboutcookies.org) for details on how to delete or reject cookies and for further information on cookies generally. By using our website without deleting or rejecting some or all cookies, you agree that we can place those cookies that you have not deleted or rejected on your device

## **Clause 9 Links from the Website**

9.1 The FXFlow Services may contain links to other third-party websites, including (without limitation) social media platforms, communication platforms, payment gateways, appointment scheduling, human resources platforms and/or live chat platforms ("Third-Party Websites"). If you select a link to any Third-Party Websites, you may be subject to such Third-Party Websites' terms and conditions and/or other policies, which are not under our control, nor are we responsible therefore.

9.2 Hyperlinks to Third-Party Websites are provided "as is", and we do not necessarily agree with, edit or sponsor the content on Third-Party Websites.

9.3 We do not monitor or review the content of any Third-Party Websites. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and we should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of other websites, either.

9.4 Users should evaluate the security and trustworthiness of any Third-Party Websites before disclosing any personal information to them. We do not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information. We are not responsible nor will we be held liable for any Third-Party Websites that contain a virus or malware.

## **Clause 10 Application of The Electronic Communications and Transactions Act 25 Of 2002 ("ECT Act")**

10.1 Data Messages (as defined in the ECT Act) will be deemed to have been received by us if and when we respond to the Data Messages.



- 10.2 Data Messages sent by us to a user will be deemed to have been received by such user in terms of the provisions specified in section 23(b) of the ECT Act.
- 10.3 Users acknowledge that electronic signatures, encryption and/or authentication are not required for valid electronic communications between us and users.
- 10.4 Users warrant that Data Messages sent to us from any electronic device, used by such user, from time to time or owned by such user, were sent and or authorised by such user, personally.

## **Clause 11 Our contact details**

- 11.1 For the purposes of the ECT Act, FXFlow's information is as follows, which should be read in conjunction with its product descriptions and other terms and conditions contained herein:
- 11.1.1 Full name: FXFlow (Pty) Ltd, a private company registered in South Africa with registration number 2022/562821/07
  - 11.1.2 Main Business: Foreign currency risk management system
  - 11.1.3 Physical address for receipt of legal service (also postal and street address): 8a Jellicoe Avenue, Rosebank, Johannesburg, South Africa
  - 11.1.4 Website located at: <https://fxflow.co/>
  - 11.1.5 Email address: [info@fxflow.co](mailto:info@fxflow.co)
  - 11.1.6 PAIA Manual: the manual published in terms of section 51 of the Promotion of Access to Information Act 2000 may be downloaded from here.

## **Clause 12 Lodging of Complaints**

- 12.1 We shall only process your Personal Information obtained by us as a result of your use of the FXFlow Services in compliance with this Privacy Policy and in accordance with the relevant applicable data protection laws. If, however, you wish to raise a complaint regarding the processing of your Personal Information or are unsatisfied with how we have handled your Personal Information, you have the right to lodge a complaint with the Information Regulator (South Africa), or such other supervisory authority which may have jurisdiction in relation to the processing of your Personal Information in the applicable instance.



12.2 We request that you inform us of your complaint first at the details provided under clause 11 above.

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