



VANTAGE POINT

FINANCIAL SERVICES

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PRIVACY POLICY

VANTAGE POINT FINANCIAL SERVICES (PTY) LTD

FSP Number: 44263

Revision History

Revision	Date	Author	Description
V01	23 August, 2022	Gregory Allan Farrell	

We are committed to protecting your Personal Information.

Welcome to the privacy page of our Website.

Vantage Point Financial Services cares about the privacy, security, and online safety of our Client's Personal Information. We take our responsibility to protect your Personal Information very seriously. We take every reasonable precaution to protect your Personal Information (including information about your activities from theft, unauthorised access and disruption of services).

Vantage Point Financial Services will use your information for several various purposes, for example to provide our services to you and others and to meet our legal and regulatory obligations.

For more information on how we collect, use, share and protect your Personal Information as required by the Protection of Personal Information Act (POPIA), please view our Privacy Notices and Policies below.

This notice serves to inform you, known as the 'data subject', of how we collect, use, share and protect your Personal Information as required by the Protection of Personal Information Act (POPIA).

Privacy Notice

1. INTRODUCTION

- 1.1 Vantage Point Financial Services (Pty) Ltd, located at 2nd Floor, Roland Garros, The Campus, 57 Sloane Street, Bryanston 2191 ("Vantage Point Financial Services") respect and acknowledge the importance of protecting your personal information.
- 1.2 This Privacy Notice sets out how Vantage Point Financial Services will process your personal information in the ordinary course of conducting its business and it also applies to Vantage Point Financial Services' website.

2. WHAT PERSONAL INFORMATION WE COLLECT

2.1 User information

2.1.1 Vantage Point Financial Services collects the information that you voluntarily submit, including the following:

- Personal information – your full names, smoking status, highest education, identity number, monthly income, email address, telephone number, cellular number, Will language;
- Distribution of your Estate – special bequests and residue (optional);
- Last wishes (optional);
- Organ donor registration (optional);
- Nominations for Executors, Trustees, and Guardians (optional);
- Testamentary drafting notes (optional);
- Nomination of Beneficiaries, including Children's details (if applicable and optional);
- Intermediary and fulfilment preferences;
- Medical and health information (where applicable);
- Banking details;
- Asset and liability values that make up the total value of your Estate;
- Any other information required by Vantage Point Financial Services, suppliers, insurers, or third parties in order to provide you with an accurate financial analysis and issue a policy or process a claim.

2.1.2 We may collect information that you submit when you contact customer support or provide feedback.

2.2 Information from other sources.

This may include:

- users providing your information in connection with referral programmes;
- users requesting services for you or on your behalf;
- publicly available sources;

3. HOW VANTAGE POINT FINANCIAL SERVICES USES YOUR PERSONAL INFORMATION

3.1 Providing services and features

3.1.1 Your information will only be used for the purposes for which it was intended. These may include:

- drafting a Last Will and Testament, Codicil, or any amendments thereto;
- determining the need which is in the best interest of the Plan Holder and suggesting a product or service;
- issuing a Plan or providing a product or service and generally carrying out the transaction requested
- managing and servicing your Plan;
- process your requests or instructions;
- Underwriting;
- assessing and processing claims;
- claims history and reporting;
- detection of fraud, crime, money laundering or other malpractice;
- conducting market or Plan Holder research and ensuring that the product and services remain relevant;
- auditing and record keeping;
- legal proceedings; and
- complying with legal and regulatory requirements.

3.2 Safety and security

We may use your data to help maintain the security of our services.

3.3 Customer support

Vantage Point Financial Services uses the information we collect to assist you when you contact us for support, including to:

- investigate and address your concerns;
- managing and servicing your Plan;
- monitor and improve our response.

3.4 Communications from Vantage Point Financial Services

3.4.1 Vantage Point Financial Services may use information to communicate with you, regarding marketing materials.

3.4.2 Vantage Point Financial Services may also use the information to promote and provide you with relevant adverts and content about our services.

4. HOW WE COLLECT PERSONAL INFORMATION

4.1 We may collect your personal information in a variety of ways when you interact with us, including:

- a completed Application Form that gets completed and signed by you for processing;
- when you engage with us with regards to the products and services we offer;
- when we respond to your enquiries and requests;
- as a result of communications between you and Financial Advisors or Representatives;
- when we obtain feedback from you about our services; and
- when you access and use our websites.

4.2 We may also collect your personal information from third-party sources and third parties including public databases, business partners with whom we offer co-branded services or engage in joint marketing activities, and third parties that provide list enhancement or similar services, to the extent that this is permitted by applicable law.

5. LEGAL GROUNDS FOR PROCESSING

5.1 By virtue of your engagement with Vantage Point Financial Services, you acknowledge that Vantage Point Financial Services shall have the right to process Personal Information provided to Vantage Point Financial Services by you or some other party, to enable Vantage Point Financial Services to fulfil its legal and contractual obligations.

5.2 Personal Information may also be used based on the legitimate interests pursued by Vantage Point Financial Services or its affiliates, except where such interests are overridden by your interests or fundamental rights and freedoms which require the protection of your Personal Information.

5.3 In the event that you refuse to permit Vantage Point Financial Services to utilise your Personal Information in the manner described in this Privacy Notice, Vantage Point Financial Services will not be in a position to offer you use of its services.

6. TRANSFERS TO THIRD PARTIES

Vantage Point Financial Services may share the information we collect with:

6.1 Vantage Point Financial Services affiliates

We share information with our subsidiaries and affiliates to help provide our services or conduct data processing on our behalf.

6.2 Vantage Point Financial Services service providers and business partners

Vantage Point Financial Services may provide information to its vendors, consultants, marketing partners, research firms, and other service providers or business partners. This may include, for example:

- payment processors and facilitators;
- cloud storage providers;
- marketing partners and marketing platform providers;
- data analytics providers;
- research partners;
- vendors that assist Vantage Point Financial Services to enhance the safety and security of its business activities;
- consultants, lawyers, accountants and other professional service providers; and
- insurance and financing partners.

6.3 Other entities for legal reasons or in the event of a dispute

Vantage Point Financial Services may share your information if we believe it is required by applicable law, regulation, operating agreement, legal process or governmental request, or where the disclosure is otherwise appropriate due to safety or similar concerns.

6.4 With your consent

Vantage Point Financial Services may share your information other than as described in this notice if we notify you and you consent to the sharing.

7. CROSS-BORDER DATA TRANSFERS

Your data may be subject to cross-border data transfers. When making cross-border transfers of Personal Information, Vantage Point Financial Services will ensure that the third-party processor (operator) is subject to a law, binding corporate rules or binding agreement which provides an adequate level of protection for the lawful processing of your Personal Information and includes provisions, relating to the further transfer of Personal Information from the recipient to third parties who are in a foreign country. Where applicable, Vantage Point Financial Services will contractually commit to employ suitable technical and organisational measures to protect your Personal Information as required by the applicable law (hereinafter referred to as "Supplier Data Processing Agreements"), as well as other suitable safeguards recognised by Data Protection Laws.

8. RETENTION

- 8.1 Vantage Point Financial Services requires Plan Holders' information in order to provide you with our services and products supplied by our service providers with whom we have agreements with. We retain such information for as long as you maintain your products and services rendered by Vantage Point Financial Services.
- 8.2 Once information is no longer necessary to provide Vantage Point Financial Services enable customer support, enhance the user experience or for other operational purposes, Vantage Point Financial Services takes steps to prevent access to or use of such information for any purpose other than compliance with these requirements or for purposes of safety, security and fraud prevention and detection.
- 8.3 Vantage Point Financial Services may also retain certain information, if necessary, for its legitimate business interests, such as fraud prevention and enhancing Plan Holders' safety and security.

9. SECURITY OF YOUR PERSONAL INFORMATION

- 9.1 Vantage Point Financial Services is committed to protecting your personal information from misuse, loss, unauthorised access, modification or disclosure by using a combination of physical, administrative and technical safeguards and contractually requiring that third parties to whom we disclose your personal information do the same.
- 9.2 Whilst Vantage Point Financial Services makes every effort to secure its websites, you should note that the internet is not completely secure; thus when you submit or post personal information online, you should be aware that Vantage Point Financial Services cannot guarantee the security of any personal information that you submit or post online.

10. WEBSITE

- 10.1 By using the Vantage Point Financial Services website, you accept that your Personal Information may be disclosed to Vantage Point Financial Services employees, suppliers and marketing agents where this information is necessary for them to offer, evaluate and enhance products and services offered on the Vantage Point Financial Services website.
- 10.2 Vantage Point Financial Services uses cookies on its website which are required for certain features to work efficiently. We recommend that you allow cookies to enjoy the full functionality of our website, however, you can adjust the settings and options on your browser to disable or enable cookies or visit www.aboutcookies.org for detailed information about managing cookies on various browsers.

11. DIRECT MARKETING

- 11.1 As our Client, we are allowed to send you marketing material.
- 11.2 You may opt out of receiving further marketing materials from us at any time and manage your communication preferences by:
 - 11.2.1 following the unsubscribe instructions included in each marketing email or SMS text message from us; or
 - 11.2.2 sending an email to info@vpfs.co.za including your details and a description of the marketing material you no longer wish to receive from us. We will comply with your request as soon as is reasonably practicable.
- 11.3 If you opt out of receiving marketing-related communications from us, we may still send you administrative messages as part of your ongoing use of our website, solutions, products or services.
- 11.4 We do not provide your Personal Information to unaffiliated third parties for direct marketing purposes or sell, rent, distribute, or otherwise make Personal Information commercially available to any third party.

12. SOCIAL MEDIA

We operate and communicate through our designated channels, pages and accounts on some social media sites to inform, help and engage with our users. We monitor and record comments and posts made about us on these channels so that we can improve our services. The general public can access and read any information posted on these sites. We are not responsible for any information posted on those sites other than the information posted by our designated officials. We do not endorse the social media sites themselves, or any information posted on them by third parties or other users. When you engage with us through social media, your personal information may be processed by the site owner; this processing occurs outside of our control and may take place in a country outside South Africa that may have different privacy regulations. We regularly update and monitor our social media accounts and welcome feedback and ideas sent to us through these channels. We try to join conversations whenever possible but cannot guarantee that we will read or reply to all messages sent to official Vantage Point Financial Services social media accounts. Consistent feedback and helpful suggestions will be given to the relevant people within the company for consideration, but we cannot guarantee that any feedback or suggestions will be acted upon by Vantage Point Financial Services.

13. CHANGES TO OUR PRIVACY NOTICE

We may change this Privacy Notice at any time. The most updated version will be always be available on www.vpfs.co.za

14. YOUR RIGHTS

- 14.1 Upon your request, we will provide you with access to any Personal Information on you that we may hold. You may also request us to correct your Personal Information, at any time. You can contact us info@vpfs.co.za to request access to your personal information or the correction of your personal information.
- 14.2 If you have any complaint about the way in which Vantage Point Financial Services handles your Personal Information, you may lodge a complaint with Vantage Point Financial Services by emailing complaints@vpfs.co.za. Should you be unhappy with the way your complaint has been handled, you can lodge a complaint with the South African Information Regulator (IR@justice.gov.za).
- 14.3 If you still feel that your Personal Information has not been handled appropriately according to the law, you can contact South African Information Regulator (infoereg@justice.gov.za) and file a complaint with them.

Terms and Conditions

1. Definitions

In this user agreement, the terms below have the following meanings:

- i. "Vantage Point Financial Services" refers to Vantage Point Financial Services (Pty) Ltd and its affiliates and subsidiaries from time to time.
- ii. "Personal Information" means personal information as referred to in the Protection of Personal Information Act, 2013.
- iii. "Site" means this website and any site belonging to Capital Legacy.
- iv. "We", "us", "our" refers to the owner of the Site and Vantage Point Financial Services, whose Head Offices are at 57 Sloane Street, 2nd Floor Roland Garros Building, the Campus, Bryanston, 2191.
- v. "Website" means the internet websites with the address www.vpfs.co.za or any website with a URL that is validly registered to Vantage Point Financial Services.
- vi. "You" and "your" means the user of the Site.
- vii. "Processing your Personal Information" means the automated or manual activity of collecting, recording, organising, storing, updating, distributing and removing or deleting of Personal Information.

2. Conditions of access

- i. Your access to, and use of, the Websites is subject to the terms and conditions set out in this user agreement.
- ii. To avoid any confusion, you agree that these terms and conditions apply to your use of the Websites.

3. Copyright and Trademarks

- i. Your access to the Websites, and the information contained on it, does not in any way convey or transfer any right in or to the intellectual property of Vantage Point Financial Services or its Clients' data or information displayed or accessible from the Websites (including all text, layout, graphics, artworks, animation material and general representation of the Websites) or in any of the trademarks, copyright, designs, patents, domain names, know-how, confidential information, trade secrets or any other intellectual property rights which may vest Vantage Point Financial Services or in the author, compiler, creator or licensor of such information.
- ii. All Vantage Point Financial Services' trademarks, logos, brands, domain names and other marks and intellectual property relating to the Websites, or any information contained or accessible from the Websites shall remain the sole and exclusive property of Vantage Point Financial Services and the relevant authors or licensors, and the visitor undertakes that he/she/it will not use, duplicate, distribute, disseminate, adapt, display, alter or otherwise deal with such intellectual property without Vantage Point Financial Services, the relevant licensor or author's prior written approval.
- iii. Copyright and all other intellectual property rights subsisting in any database/s maintained by Vantage Point Financial Services and relating to this Website are owned by Vantage Point Financial Services or the relevant provider or supplier thereof.
- iv. You may only use information retrieved, viewed, downloaded or otherwise obtained by viewing the Websites, for your own personal and non-commercial use and such information and/or data may not be sold, resold, transmitted or otherwise made available or disseminated in any manner via any media to any third parties unless the prior written consent of Vantage Point Financial Services has been obtained.
- v. You undertake not to change or delete any proprietary notices contained in any material, data or information downloaded or otherwise retrieved from the Websites.
- vi. Under no circumstances may you use, duplicate, distribute, reverse, engineer, disassemble, decompile, reproduce, transcribe, store in a retrieval system, translate into any language or computer language, retransmit in any form or by any means, (electrical, mechanical, photo reproduction, recording on or otherwise) any of the material, information or content viewed, downloaded or otherwise retrieved from the Websites without the prior written consent of Vantage Point Financial Services.

4. Disclaimer

While Vantage Point Financial Services will take all reasonable measures to ensure an efficient, uninterrupted and error-free service to all its online Clients, neither Vantage Point Financial Services nor any of its employees, representatives or assigns will be liable to any online Client for any loss or damage of whatsoever nature caused by or attributable to any:

- i. fact or circumstance beyond the reasonable control of Vantage Point Financial Services, including the breakdown or interruption in the services provided by external service providers and the unavailability or defective performance of any software or any of the services available on or from the Websites;
- ii. breach of privacy, security or confidentiality or any infringement of intellectual property rights by any person or entity;
- iii. loss, damage, destruction, theft, contamination or corruption of any data, information or content accessible from or available on the Websites;
- iv. reliance on, publication or use of any information or data contained on or accessible from this Website including information and data contained in advertising banners, third-party software, pop-up windows, buttons, hypertext links and advertising sponsorships;

- v. failure by a visitor or online Clients to maintain the confidentiality of their personal username and password, or the disclosure of personal usernames and/or passwords to any person or entity;
 - vi. hacking, infection by viruses, Trojan horses, or any other computer programming routines or software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any software programme, system, data or personal information;
- failure to adhere to the provisions of any terms and conditions governing the use and access to the services and facilities offered from time to time on the Websites;
- vii. any lawful act or omission by Vantage Point Financial Services, its representatives and service providers in respect of or relating to the maintenance and support of this Website and any supporting software or otherwise in the interests of protecting Vantage Point Financial Services' proprietary rights or the privacy and confidentiality of visitors and online Clients and their personal information; and consequential or indirect loss or damage whether foreseeable or otherwise.

5. Presumption and indemnity clause

- i. The user of the Websites hereby indemnifies and holds Vantage Point Financial Services harmless against all and any loss, liability, action, law suits, proceedings, costs, demands, and damages of all and every kind (including but not limited to, direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the failure or delay in the performance of the services offered on the Websites, or in the use of these services offered, information and / or images available on the Websites, whether due to Vantage Point Financial Services' negligence or not.
- ii. Due to the lack of personal contact in online communication and transactions, Vantage Point Financial Services relies exclusively on the correctness and accuracy of information submitted and the good faith of its online Clients. Failure to provide honest, accurate and complete disclosure may lead to the annulment of Plans.
- iii. Online users must keep their personal usernames and passwords confidential at all times. Vantage Point Financial Services shall be entitled to presume the authenticity and validity of any online communication or transaction and that the online Client is the originator of such online communication or transaction where the username and password of that online Client is used to gain access to, view and/or engage in any activity or transaction or service offered on the Websites.
- iv. The online user hereby indemnifies Vantage Point Financial Services, its employees, representatives and service providers and holds them harmless against any and all claims, losses and damages which Vantage Point Financial Services or any third party may incur as a result of reliance placed on any information, data and material furnished by a prospective Plan Holder or Plan Holder to Vantage Point Financial Services.

6. Personal Information

Vantage Point Financial Services will be Processing your Personal Information according to the Protection of Personal Information Act, No. 13 of 2013 and additional data protection laws. To find out more about how we use your personal data you can access our Privacy Notice above.

7. Termination And Variation

Vantage Point Financial Services reserves the right to alter, restrict and / or terminate the services on its Website to the user in particular, or to the public in general, without notice or reason, or to revise these terms and conditions at any time. Such changes will be posted on this Website and be deemed to have been accepted by the user if the user continues using the Websites. The obligation therefore will be on the user of the Websites to review these terms and conditions at regular intervals.

8. General

- i. These terms and conditions will be governed by and construed in accordance with the laws of South Africa, and the user of this Websites will submit to the jurisdiction of the South African courts. Vantage Point Financial Services' failure to exercise any particular right or provision of these terms and conditions shall not constitute a waiver of such right or provision.
- ii. By using the Websites, you expressly agree to the terms and conditions of this user agreement. If you do not agree to all of the terms and conditions, please do not continue to use the Websites.

Contact Form Disclosure

Vantage Point Financial Services is an Authorised Financial Services Provider and is committed to complying with the Protection of Personal Information Act, 2013 ("the Act"). The Act requires us to conduct ourselves in a responsible and lawful manner when collecting, processing, and storing ("processing") your personal information, imposing obligations on us, as the responsible party, to protect your personal information.

1. We will only process personal information in a lawful and in a reasonable manner, that does not infringe on your rights. We will at all times abide by your constitutional right to privacy and the protection of your personal information and take steps to ensure that your personal information collected is accurate.
2. We will only process personal information, given the purpose for which it is processed, that is adequate, relevant, and not excessive. We process your personal information pertaining to your needs for Estate planning purposes. Full details of the manner in which we process personal information is more fully outlined in our Privacy Notice on our website.
3. Capital Legacy may disclose your personal information to subsidiaries, joint venture companies and/or an approved product or third party product supplier whose services are utilised for the provision of certain products and/or services. Vantage Point Financial Services may also disclose information where it has a duty or right in terms of legislation, or deemed necessary to protect the rights of Vantage Point Financial Services.

By completing our contact form, you confirm that you are aware and agree that we will be communicating with you by phone, email or electronically to offer and provide our products and services in respect of your needs.

For more information on how we protect, process or store your personal information, you can view our privacy notices on www.vpfs.co.za.