



COMPREHENSIVE DATA PRIVACY AND PROTECTION OF PERSONAL INFORMATION POLICY

Effective Date: 19 March 2026

Version 3.0

SPAAN ZA (Pty) Ltd ("the Company," "we," "us," or "our") is strictly committed to the highest standards of data sovereignty and the lawful processing of Personal Information in accordance with the **Protection of Personal Information Act, No. 4 of 2013 ("POPIA")**. This Policy establishes a formal, comprehensive framework to ensure that the constitutional right to privacy is balanced against the legitimate operational and financial requirements of the SPAAN employment platform.

By using our services, you agree to the terms of this Privacy Policy and our processing of your personal information in accordance with the Protection of Personal Information Act (POPIA) and other applicable laws.

1. REGULATORY SCOPE

This Policy incorporates the statutory requirements of:

- 1.1 Protection of Personal Information Act, No. 4 of 2013 ("POPIA"):
Governing the conditions for the lawful processing of data.
- 1.2 Promotion of Access to information Act 2 of 2000 ("PAIA"):
Facilitating the right of access to records held by private bodies.
- 1.3 Electronic Communications and Transactions Act 25 of 2002 ("ECTA"): Regulating electronic communications and transactions.

2. DEFINITIONS AND INTERPRETATION

In these Terms and Conditions, the following words and expressions shall bear the meanings assigned to them below:

- 2.1 "Account" means the unique digital identity and profile created by a User (whether a Job Seeker or Employer) to access the Platform's functionalities, containing personal or corporate data.
- 2.2 "Adverse User Conduct" means any act or omission by a User that contravenes these Terms, including but not limited to: the submission of fraudulent, forged, or inaccurate documentation; unauthorized interference with the Platform's software; the "scraping" of data; or any conduct that, in the sole opinion of Management, brings the Company into disrepute.
- 2.3 "Applicable Laws" means all South African statutes, regulations, and common law principles currently in force, specifically including the Protection of Personal Information Act (POPIA), the Promotion of Access to Information Act (PAIA), and the Electronic Communications and Transactions Act (ECTA).

- 2.4 "Claims" refers to any and all legal rights, titles, or interests regarding monies or obligations currently or in the future owing by the Company to Management, encompassing shareholder loan accounts, deferred remuneration, dividends, or any other financial distributions.
- 2.5 "Company" refers to SPAAN ZA (Pty) Ltd (Registration Number: 2024/042882/07), including its authorized employees, representatives, and Management.
- 2.6 "Data Subject" refers to any natural or juristic person (including Job Seekers and Employers) whose Personal Information is collected, stored, or processed by the Company.
- 2.7 "Default" means (i) a breach by a User of any material obligation under these Terms; or (ii) a "Event of Default" as defined in any finance agreement between the Company and an Institutional Lender.
- 2.8 "Effective Date" means the date upon which the User first accesses, registers for, or utilizes the Platform, signifying their unconditional acceptance of these Terms.
- 2.9 "Institutional Lender" refers to any financial, banking, or developmental entity, specifically including the Industrial Development Corporation of South Africa (IDC), providing credit facilities, loans, or capital to the Company.
- 2.10 "Management" shall mean the Board of Directors, Executive Officers, and any persons or entities duly authorized by the Board

to oversee the Company's operations and data governance. This includes any successor-in-title or authorized representative who may assume control of the Company's equity or governance functions pursuant to a valid legal agreement or court order.

- 2.11 "Operator" means any third-party service provider (such as cloud hosting entities, AWS, or background-checking agencies) that processes Personal Information on behalf of the Company under a formal written mandate.
- 2.12 "Personal Information" bears the meaning assigned to it in Section 1 of POPIA and includes, but is not limited to, identity numbers, contact details, employment history, biometric data, and professional qualifications.
- 2.13 "Platform" means the collective digital infrastructure provided by the Company, including the web application (www.spaan.co.za), the USSD interface and any associated backend databases.
- 2.14 "Processing" refers to any operation or activity concerning Personal Information, including the collection, receipt, recording, organization, collation, storage, updating, modification, retrieval, alteration, consultation, or use thereof.
- 2.15 "Verification Services" means the rigorous procedures performed by the Company or its Operators to authenticate User-provided information, including identity validation, criminal record

screening, and the verification of academic or professional credentials.

3. THE EIGHT CONDITIONS FOR LAWFUL PROCESSING

3.1 The Company adheres to the following core conditions as prescribed by Chapter 3 of POPIA:

3.1.1 **Accountability: Management** ensures that the measures referred to in this Policy are implemented and maintained.

3.1.2 **Processing Limitation:** Data is processed lawfully and in a reasonable manner that does not infringe upon the privacy of the Data Subject.

3.1.3 **Purpose Specification:** Personal Information is collected for specific, explicitly defined, and lawful purposes related to the Company's functions.

3.1.4 **Further Processing Limitation:** Subsequent processing must be compatible with the original purpose of collection.

3.1.5 **Information Quality:** We take reasonably practicable steps to ensure that Personal Information is complete, accurate, and updated.

3.1.6 **Openness:** We maintain transparency regarding the types of information collected and the purpose of such collection.

3.1.7 **Security Safeguards:** The Company secures the integrity and confidentiality of personal information by taking appropriate, reasonable technical and organizational measures.

3.1.8 **Data Subject Participation:** Data Subjects have the right to request access to and correction of their information.

4. CATEGORIES OF INFORMATION COLLECTED

4.1 The Company collects and processes Personal Information that is adequate, relevant, and limited to what is necessary for the operational requirements of the Platform. This includes, but is not limited to:

4.1.1 Identity and Bio-data: Full names, South African Identity Number or Passport Number, and date of birth.

4.1.2 Contact Information: Physical address, email address, and cellular telephone numbers.

4.1.3 Professional and Employment History: Curriculum Vitae (CV) data, employment records, job titles, and professional references.

4.1.4 Educational Data: Academic qualifications, certifications, and institutional records.

4.2 Technical Data: IP addresses, USSD session data, and device identifiers used to access the Platform.

4.3 Biometric and Verification Data: Photographs or digital images provided for identity and criminal background verification via third-party Operators.

6. SPECIFIC PURPOSES OF PROCESSING

6.1 In accordance with the principle of "Purpose Specification" under POPIA, the Company utilizes the information collected for the following defined objectives:

6.1.1 Platform Functionality: To facilitate the matching of Job Seekers with prospective Employers and to administer User accounts.

6.1.2 Verification and Integrity: To perform rigorous background checks, including criminal record and qualification audits, to ensure the integrity of the Platform's database.

6.1.3 Communication and Support: To provide technical assistance, respond to User inquiries, and issue critical platform updates.

6.1.4 Statistical Analysis: To generate de-identified, aggregated data regarding employment trends for research and Platform optimization.

7. AUTHORISED DISCLOSURES AND THIRD-PARTY TRANSFERS

7.1 The Company does not sell or rent personal data. However, by utilizing the Platform, the Data Subject provides express and informed consent for the disclosure of information to the following recipients:

7.1.1 Verification Providers: Third-party agencies involved in the authentication of identity, qualifications, and criminal background checks.

7.1.2 Prospective Employers: To facilitate recruitment, candidate searching, and employment matching.

7.1.3 Audit and Compliance: Where the Company is contractually required to undergo a compliance audit by a financial stakeholder, such audit shall be conducted by an independent third-party auditor. The results shared with the stakeholder shall be limited to factual findings and high-level metrics, ensuring that raw user data remains restricted to the Company's internal secure environment.

7.1.4 Regulatory Authorities: Where such disclosure is mandated by law, legal process, or the protection of the Company's legal rights.

8. DIRECT MARKETING AND ECTA COMPLIANCE

8.1 In accordance with ECTA and POPIA, the Company shall only process Personal Information for direct marketing with the Data Subject's consent. All electronic communications will feature a clear "unsubscribe" or "opt-out" mechanism.

9. COOKIES AND TRACKING TECHNOLOGIES

9.1 The Company utilizes cookies and similar tracking technologies to enhance User experience, analyse Platform usage patterns, and improve service delivery.

9.2 Users may manage cookie preferences through their respective browser settings; however, disabling cookies may impair the functionality of certain features of the Platform.

9.3 Data Subjects are entitled to a detailed breakdown of the specific cookies utilized by the Platform. Users may, at any time, request a copy of the Company's formal Cookies Policy from Spaan's information officer for their review to understand the technical nature of the data being tracked.

10. DATA RETENTION AND SECURE DESTRUCTION

10.1 Personal Information shall be retained only for as long as is strictly necessary to achieve the purpose for which it was collected, or as required by South African statutory record-keeping periods.

10.2 Upon the expiration of the retention period, the Company shall utilize secure methods to delete, destroy, or de-identify the information to ensure it cannot be reconstructed or linked back to a Data Subject.

11. OPERATIONAL AND TECHNICAL SECURITY

11.1 The Company has implemented robust measures to protect against unauthorized access, loss, or damage:

11.1.1 Encryption of sensitive data both at rest and during transmission.

11.1.2 Strict access-control protocols managed exclusively by Management.

11.1.3 Mandatory POPIA-compliance contracts with all third-party "Operators" or service providers.

12. SECURITY COMPROMISE AND INCIDENT NOTIFICATION

12.1 Notification of Breach: In the event that the Company discovers or has reasonable grounds to believe that the Personal Information of any Data Subject has been accessed, acquired, or processed by an unauthorized person, the Company shall, in accordance with Section 22 of POPIA, notify:

12.1.1 The Information Regulator: Formally in writing as soon as reasonably possible after the discovery of the compromise; and

12.1.2 The Affected Data Subjects: In writing as soon as reasonably possible, via direct electronic communication or prominent notification on the Platform, unless the identification of such Data Subjects cannot be established.

12.2 Contents of Notification: The notification to affected Data Subjects shall be clear and provide sufficient information to allow the Data Subject to take protective measures against the potential consequences of the compromise, including:

12.2.1 A description of the possible consequences of the security compromise;

12.2.2 A description of the measures that the Company intends to take or has taken to address the security compromise;

12.2.3 A recommendation regarding the measures that the Data Subject should take to mitigate the potential adverse effects of the compromise;

12.2.4 The identity of the unauthorized person, if known; and

12.2.5 The contact details of the Information Officer or designated representative from whom further information can be obtained.

12.3 **Regulatory Exceptions:** The Company may delay notification to the Data Subject if a law enforcement body or the Information Regulator determines that such notification will impede a criminal investigation.

13. **RIGHTS OF THE DATA SUBJECT (POPIA COMPLIANCE)**

13.1 In accordance with the POPI Act, the Company acknowledges that all Data Subjects possess a suite of "Enforceable Rights." Management is committed to facilitating the exercise of these rights through the following mechanisms:

13.1.1 Right of Access: You have the right to establish whether the Company holds your Personal Information and to request a formal record of such data. This process is governed by our PAIA Manual which is available upon request understand the procedures for accessing Company records.

13.1.2 Right to Rectification: You may, at any time, request that the Company correct, update, or delete Personal Information that is inaccurate, irrelevant, excessive, out of date, incomplete, or misleading.

13.1.3 Right to Objection: You possess the right to object, on reasonable grounds, to the processing of your Personal Information, unless South African legislation provides for such processing.

13.1.4 Right to Object to Direct Marketing: You have the absolute right to object to the processing of your Personal Information for the purposes of direct marketing. The Company provides a clear "Opt-Out" mechanism for all electronic communications.

13.1.5 Right to Restriction of Processing: In certain circumstances (such as during a dispute over data accuracy), you may request that the Company restrict the processing of your Personal Information rather than deleting it.

13.1.6 Right to Lodge a Complaint: You have the right to submit a complaint to the South African Information Regulator regarding the Company's processing of your data if you believe your rights under POPIA have been infringed.

14. CONSENT AND ACKNOWLEDGMENT

14.1 Voluntary Provision of Information: By registering an Account or utilizing the Platform (whether via Web or USSD), the Data Subject acknowledges that the provision of their Personal Information is voluntary. However, the Data Subject further acknowledges that the Company's ability to provide employment matching and verification

services is strictly dependent on the receipt and processing of such information.

14.2 Informed Consent: The Data Subject hereby provides express, informed, and unequivocal consent for the Company to process their Personal Information for the purposes set out in Section 6 of this Policy, including but not limited to:

14.2.1 Sharing information with potential Employers and third-party Verification Providers.

14.2.2 Disclosing aggregated and de-identified statistical metrics with institutional stakeholders for business reporting and audit purposes. At no point shall identifying Personal Information be disclosed to financial or funding partners without a separate, specific authorization from the Data Subject.

14.2.3 Capacity to Consent: The Data Subject warrants that they have the legal capacity to provide this consent. If information is provided on behalf of a minor or another person, the Data Subject warrants they have the requisite authority to do so.

14.2.4 Withdrawal of Consent: A Data Subject may withdraw their consent at any time by providing written notice to Management. Upon receipt of such notice, the Company will cease processing the information, save for instances where processing is required by law or to protect the Company's legitimate interests. The Data Subject acknowledges that the

withdrawal of consent will result in the immediate termination of their access to the Platform.

15. CHANGES TO THIS PRIVACY POLICY

15.1 **The company** reserves the right to update or amend this Privacy Policy at any time to reflect changes in legal requirements or operational practices.

15.2 Any updates will be posted on the Platform or communicated directly to Users. Continued use of the Platform following such amendments signifies the User's acceptance of the revised Policy.

16. CONTACT DETAILS FOR THE INFORMATION OFFICER

16.1 The Company's Information Officer is duly registered with the South African Information Regulator in terms of Section 55(2) of POPIA.

16.2 To exercise any rights under this Policy, or to lodge a query regarding the Company's data practices, please contact the registered Information Officer:

Designation: Information Officer

Email: info@spaan.co.za

Physical Address: 2nd Floor, 35 Ferguson Road, Illovo, Sandton, 2196