

We at Wastedump take your privacy seriously and are committed to protecting your Personal Information. We place a high premium on the privacy of every person or organisation with whom we interact and therefore acknowledge the need for Personal Information to be handled with a reasonable standard of care.

This Data Protection and Privacy Policy relates to our Processing of your Personal Information when you interact with us, access the Wastedump Platform and use our Services. It explains how we undertake to Process Personal Information in a manner which promotes the constitutional right to privacy, while retaining accountability and managing Data Subject participation.

By engaging with us, electronically or physically, you Consent to the Processing and transfer of your Personal Information as set out in this Policy.

If you have any questions or concerns about our Processing of your Personal Information, please contact us via the contact details provided in Clause 16 of this Policy.

DEFINITIONS

1.1 "Affiliate/s" means an entity, individual, firm or corporation that is directly or indirectly related to us and who conducts business activities with us to enable delivery of our Services, as listed in Annexure A below.

1.2 "Anonymisation" means the process of turning Personal Information into anonymous information so that a Data Subject is not (or is no longer) identifiable.

1.3 "Annexure/s" means any annexure attached to this Policy, as amended from time to time.

1.4 "Applicable Law/s" means all applicable laws, regulations, regulatory requirements and codes of practice of any relevant jurisdiction, as amended and in force from time to time.

1.5 "Biometric Information" is information derived from techniques to identify individuals based on physical, physiological, or behavioural characterisation, including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition.

1.6 “Buyer(s)” means a User who makes use of the Services to acquire and purchase certain Goods and Services made available by Sellers.

1.7 “Child” means a natural person under the age of 18 (eighteen) (including the plural “Children”).

1.8 “Consent” means any voluntary, specific and informed expression of will, in terms of which permission is given for the Processing of Personal Information as contemplated in Applicable Laws.

1.9 “Cookies” are a small amount of Data generated by a website and saved by your web browser. Its purpose is to remember information about you. If Data Subjects elect not to receive Cookies, they may be able to view some, but not all, of the content on the Wastedump Platform.

1.10 “Data” means Personal Information, Usage Data, Cookies and/or Location Data.

1.11 “Data Protection Authority” means the relevant regulatory authoritative bodies in the respective jurisdictions established in terms of Applicable Laws.

1.12 “Data Subject” means our Users or any Person in respect of whom we or our Affiliates Process Personal Information (also referred to as “you” or “your”).

1.13 “Electronic Communication” shall have the same meaning as ascribed to it in terms of POPIA.

1.14 “ECTA” means the Electronic Communications and Transactions Act, No 25 of 2002.

1.15 “Financial Information” means information provided by you such as:

1.15.1 account information, including bank name, account name, account type, account holder, branch number;

1.15.2 identifiers and information about the account holder(s), including name, email address, phone number, date of birth, gender, and address information; and

1.15.3 information about account transactions, including amount, date, type, price, and a description of the transaction.

1.16 “Goods and Services” shall mean the products and/or services promoted by Users through the Wastedump Platform and in respect of which Buyers and Sellers transact from time-to-time.

1.17 “Wastedump” means Wastedump (Pty) Ltd situated at 66 Minors Street, Yeoville, Johannesburg, Republic of South Africa, (also referred to as “we”, “us” or “our”).

1.18 “Wastedump Account” shall mean the standard account which every User is required to create in order to make use of the Services, which Wastedump Account will be subject to verification in certain circumstances where the use of the Services require Users to have a Verified Account.

1.19 “Wastedump Platform” / “Platform” shall mean the site through which the Services are provided and through which Users and any User’s nominated users can engage with one another, initiate transactions, as well as gain access to the Goods and Services promoted by other Users.

1.20 “Location Data” means the information about the physical location of a Data Subject’s device. Depending on the Data Subject’s location, the Personal Information or Personal Data will be processed in accordance with Applicable Laws.

1.21 “PAIA” means the Promotion of Access to Information Act 2 of 2000.

1.22 “Person” shall mean, where the context so requires, an individual, firm, company, corporation, juristic person, local authority, and any trust, foundation, organization, association or partnership, with or without a separate juristic personality.

1.23 “Personal Information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:

1.23.1 information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;

1.23.2 information relating to the education or the medical, financial, criminal or employment history of the person;

1.23.3 any identifying number, symbol, e-mail address, physical address, telephone number, cellphone Number, Location Data, online identifier or other particular assignment to the person;

1.23.4 the Biometric Information of the person;

1.23.5 the personal opinions, views or preferences of the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;

1.23.6 the views or opinions of another individual about the person; and

1.23.7 the name of the person if it appears with other Personal Information relating to the person or if the disclosure of the name itself would reveal information about the person.

1.24 "Policy" means this Data Protection and Privacy Policy.

1.25 "POPIA" means the Protection of Personal Information Act, No. 4 of 2013 and the regulations thereto, as amended or replaced from time to time.

1.26 "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

1.26.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

1.26.2 dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means; or

1.26.3 merging, linking, blocking, degradation, erasure or destruction.

1.26.4 For the purposes of this definition, "Process"/ "Processed" have corresponding meanings.

1.27 "Pseudonymisation" means the Processing of Personal Information in such a manner that the Personal Information can no longer be attributed to a specific person without the use of additional information.

1.28 “Public Information” means any information you share with a public audience, including Personal Information you publish on our website. It is available to anyone on or off our Services and can be seen or accessed through online search engines, online and offline media, such as on Facebook and television respectively.

1.29 “Responsible Party” means a public or private body or any other person which alone or in conjunction with others, determines the purpose of and means for Processing Personal Information. For purposes of this Policy, we are the responsible party as defined in Section 1 of POPIA.

1.30 “Seller(s)” means a User who makes use of the Services and Wastedump Platform to market and promote Goods and Services to be acquired and purchased by other Users.

1.31 “Services” shall mean the services associated with the use of the Wastedump Platform and offered by Wastedump to Users, including the ability for Users to (a) seek verification, (b) to communicate with one another via various potential channels, (c) to promote certain Goods and Services to other Users, (d) to transact and conclude independent agreements with one another, (e) to procure the transport and delivery of Goods and Services through the use of approved Service Providers, (f) to procure insurance for the transport and delivery of Goods and Services, (g) to procure payment for Goods and Services through the use of approved Service Providers, to enable Buyers and Sellers to communicate with one another for purposes of refunds, returns and dispute resolution.

1.32 “Service Provider/s” means a third party with whom Wastedump has contracted to make available certain Third-Party Services to Users throughout their use of the Wastedump Platform and associated Services.

1.33 “Third-Party Services” means the products and services made available to Users by Service Providers throughout their use of the Wastedump Platform and Services.

1.34 "Unique Identifier" means any identifier that is assigned to a Data Subject and is used by the Responsible Party for the purposes of the operations of that Responsible Party and that uniquely identifies that Data Subject in relation to the Responsible Party.

1.35 “Usage Data” is data collected automatically, either generated by the use of our Services, or our Platform (for example, the duration of a Website page visit), as more fully described at clause 5 below.

1.36 “User(s)” shall mean any Person making use of the Wastedump Platform and the Services, including Users classified as Buyers and/or Sellers.

1.37 “Website/s” means our main Website at <https://www.wastedump.co.za/> and any of our Subsidiary and/or Affiliate company websites.

2. INFORMATION WE MAY COLLECT FROM YOU

2.1 When you engage with us, whether physically, electronically, or through the use of our Services or Platform, you may be required to provide your Personal Information. In some instances, especially when you interact with our Platform or Website, we may automatically collect your Data. We will, in effect, be Processing your Data and will do so in terms of this Policy.

2.2 There may be instances where we have collected your Personal Information from other sources such as our Service Providers, social media networks and blogs (where the posting of your Personal Information may make it Public Information) and business associates, and in such instances, we will inform you by virtue of the updates in this Policy.

2.3 When you provide us with the Personal Information of any other person, we will Process the Personal Information of such person in accordance with this Policy, as well as any terms and conditions or other relevant policies to which this Policy relates.

2.4 We may Process the following types of Personal Information from time to time, including but not limited to:

2.4.1 full names;

2.4.2 identity numbers;

2.4.3 registration numbers;

2.4.4 Financial Information;

2.4.5 statutory information;

2.4.6 physical and postal address particulars;

2.4.7 telephone numbers;

2.4.8 email addresses; and/or

2.4.9 cellphone numbers.

2.5 When collecting Personal Information from you, we will comply with the notification requirements as set out in Applicable Laws, including the requirements set forth in Section 18 of POPIA.

2.6 When you provide us with such Personal Information, we may also be required to confirm that you are a competent person and that you have authority to give the requisite Consent to enable us to Process such Personal Information.

2.7 You may not always be required to provide the Personal Information that we have requested. However, if you choose not to provide certain information, you may not be able to take advantage of some of our Services and fully utilise our Platform.

2.8 We Process Personal Information primarily to optimise the delivery of our Services, administer our business operations, ensure a legally compliant workplace environment and safeguard your Personal Information in our custody.

2.9 We may Process the Personal Information collected from you for other legitimate, justifiable business purposes including, but not limited to, the following:

2.9.1 when you register for a Wastedump Account: Personal Information such as your name, addresses, telephone numbers, cellphone numbers, email addresses or user ID (where applicable) when you register for an account with us;

2.9.2 when we verify you or your Wastedump Account: we may collect and Process Personal Information (as permitted by law) ourselves, as well as transfer your Personal Information to a Service Provider, for purposes of authenticating you or your Wastedump Account, as well as to verify the information that you provided to us;

2.9.3 when you transact and make use of our Services: such as when you post an advert, reply to an advert, information you provide during a transaction or other transaction-based content. We may also Process your Financial Information if you pay for certain features of the Platform, or are required to pay fees to us;

2.9.4 when you engage with our community: such as when you submit a web form or participate in community discussions or chats;

2.9.5 when you interact with your Wastedump Account: such as updating or adding information to your Wastedump Account, adding items to alerts lists and saving searches. Sometimes you may also give us your age, gender, interests and favourites; and

2.9.6 when you contact us: such as through a web form, chat or when we otherwise communicate with each other to support your use of the Services.

2.10 We collect information automatically including:

2.10.1 information from the devices you use when interacting with us or our Services, such as device ID or unique user ID, device type, ID for advertising and unique device tokens;

2.10.2 information about your location such as geo-location; and

2.10.3 computer and connection information such as statistics on your page views, traffic to and from the websites, referral URL, advert data, your IP address, your browsing history and your web log information.

2.11 We collect information using Cookies, web beacons and similar technologies including:

Information about the pages you view, the links you click and other actions you take on our Services, or within our advertising or email content. For more information about our use of these technologies and how to control them, see our Cookie Policy.

2.12 Information we collect from other sources including:

2.12.1 information we get from our Service Providers, such as publicly available demographic information, publicly available contact information, credit check information and information from credit bureaus, as allowed by Applicable Laws;

2.12.2 information from social media websites when you use those websites to register, share information or connect to your Wastedump Account. Those websites may automatically give us access to some Personal Information they hold about you (e.g., content you viewed, content you liked, and information about the advertisements you were shown or clicked on, etc.). If you give us access to any Wastedump Account with video content, we may share your video viewing with, or collect information about your video viewing from, third-party social media websites for at least two years or until you withdraw Consent. You control the Personal Information we have access to through your privacy settings on the social media website and the permissions you give us when you grant us access. When you grant us access to information held by social media websites you agree that we may collect, use and retain it in accordance with this Privacy Policy.

3. HOW WE USE THE INFORMATION COLLECTED FROM YOU

3.1 We use your Personal Information to provide, improve and personalise our Services –

3.1.1 Your Personal Information allows us to:

3.1.1.1 provide you with access to and use of our Services as well as access to your history, internal messages and other features we may provide;

3.1.1.2 to verify your Wastedump Account and share your Personal Information with select Service Providers who enable such verification;

3.1.1.3 offer you content that includes Goods and Services that you may be interested in;

3.1.1.4 customise, measure and improve our Services;

3.1.1.5 provide other Services requested by you as described when we collect the information;
and

3.1.1.6 provide you with location-based services (such as advertising, search results and other personalised content).

3.1.2 We use your Personal Information to contact you about your Wastedump Account via the Wastedump Chat Platform, My Messages, email, telephone or SMS messages:

3.1.2.1 To give you customer support about your Wasytedump Account such as to troubleshoot problems, to collect fees or monies owed to us, or to get your opinion through surveys; and

3.1.2.2 For other reasons such as to enforce our Terms and Conditions or policies and any other agreement we may have with you.

4. PERSONAL INFORMATION FOR DIRECT MARKETING PURPOSES

4.1 We acknowledge that we may only Process your Personal Information to contact you for purposes of direct marketing when it is generally permissible to do so in terms of Applicable Laws and where we have complied with the provisions of those Applicable Laws.

4.2 Where this is lawfully permitted, we will ensure that a reasonable opportunity is given to you to object (opt-out) to the use of your Personal Information for our marketing purposes at the point of collection and on the occasion of each direct marketing communication to you. Once you have opted out, it would take +/- 6 weeks for the opt out to be actioned within Wastedump.

4.3 You may opt-out of receiving promotional emails from us by following the instructions in those emails. If you opt-out, we may still send you non-promotional emails, such as emails about the Services you have taken up.

4.4 Our Platform uses Cookies to keep track of your visits and activity on the Platform.

5. USAGE DATA

5.1 We may also Process Usage Data that your browser sends whenever you visit or engage with our Platform or when you access our Services by or through any device.

5.2 This Usage Data may include information such as your device Internet Protocol ("IP") address, browser type, browser version, the websites that you visit, the pages of other websites and the uniform resource locator ("URL") of such pages, the time and date of your visit to those pages, the time spent on those pages, unique device identifiers, URL data for market

segmentation purposes and other diagnostic data. It may also include information in terms of the type of device you use, your device unique ID and your device operating system.

6. LOCATION DATA

6.1 With your permission, by enabling your location services, we may Process your Location Data in order to provide features, add value or improve or customise our Services.

6.2 You can enable or disable your location services when you use our Platform, at any time, by way of your device settings.

7. SECURITY OF YOUR PERSONAL INFORMATION

7.1 We take all reasonable and appropriate steps to protect your Personal Information against loss, misuse, unauthorised access, disclosure, alteration and/or destruction.

7.2 We use appropriate technical and organisational measures to protect your Personal Information. These measures include, but are not limited to, physical access controls and strict confidentiality measures, encryption, internet firewalls, intrusion detection and network monitoring depending on the nature of the information and the scope of Processing.

7.3 While we strive to use commercially acceptable means to protect your Personal Information, we cannot guarantee its absolute security. Please remember that no method of transmission over our Platform or electronic storage is absolutely secure.

8. HOW LONG WE RETAIN YOUR DATA

8.1 We retain your Data for no longer than necessary.

8.2 The retention time will depend on:

8.2.1 purpose for which the information was collected or subsequently Processed;

8.2.2 any legal obligations we have in terms of Applicable Laws;

8.2.3 the nature of any contracts we have in place with you; or

8.2.4 the existence of your Consent.

8.3 It is specifically recorded that you have the right to object to the Processing of your Data at any time during Processing. However, we would be required to retain and store your Data for the purposes of swiftly dealing with such an objection or enquiry.

8.4 We will use Pseudonymisation to retain your Usage Data for internal analysis purposes. We generally retain your Usage Data for a shorter period, except when it is used to strengthen the security or to improve the functionality of our Services, or we are legally obligated to retain it for longer time periods.

9. TRANSFER OF YOUR DATA

9.1 Your Data may be transferred to, Processed and maintained outside of your city, province, country or other governmental jurisdiction where the Applicable Laws may differ from those of your jurisdiction.

9.2 If you are located outside the Republic of South Africa and choose to provide information to us, please note that we may transfer your Data to the Republic of South Africa and Process it there.

9.3 Your Consent to this Policy, followed by your submission of such Data, represents your Consent to such transfer.

9.4 We will take reasonably necessary steps to ensure the secure treatment of your Data in accordance with this Policy. Your Data will not be transferred to an organisation or country unless adequate data protection laws or controls are in place to safeguard your Data.

9.5 In addition, we will purge or delete your Personal Information in accordance with Applicable Laws, and other regulatory and compliance requirements.

10. PROVISION OF PERSONAL INFORMATION TO SERVICE PROVIDERS

10.1 We may disclose your Personal Information to our Service Providers, where necessary, to achieve the purpose(s) for which your Personal Information was originally collected and Processed.

10.2 We will, however, enter into written agreements with such Service Providers, where we deem appropriate, to ensure that they comply with Applicable Laws pursuant to the Processing of your Personal Information.

11. AFFILIATE AND AFFILIATE PROCESSING

11.1 Our Affiliates may transfer your Personal Information among themselves to fulfil operational requirements and to assist us in complying with our obligations to you.

11.2 All our Affiliates adopt and apply the principles set forth in this Policy in order to standardise, justify and ensure that any transfers of Personal Information between them adhere to the lawful Processing requirements set forth in Applicable Laws. This also guarantees compliance by ensuring that any potential additional handling of your Personal Information stays in line with the original reason it was collected by a specific Affiliate.

11.3 Affiliates only transfer Personal Information in the following circumstances:

11.3.1 when you instruct us or our Affiliates to do so;

11.3.2 with your Consent in circumstances where such Consent is required;

11.3.3 to provide features, add value, or improve the quality and customise our Services and Platform;

11.3.4 improve the quality of our Services and Platform;

11.3.5 where the Personal Information has been de-identified, including through aggregation or Anonymisation;

11.3.6 to provide assistance with marketing, billing, processing credit card payments, data analysis, fraud prevention, network and information security, technical support and customer service;

11.3.7 when it is necessary for the fulfilment of our Services to you or prospective customers;

11.3.8 to comply with Applicable Laws or to respond to lawful requests and legal process;

11.3.9 to protect any Data Subject's vital interests, but only where we believe it is necessary; and

11.3.10 in connection with or during negotiation of any business transfer, merger, financing, acquisition, or dissolution transaction or proceeding involving the sale, transfer, divestiture or disclosure of all or a portion of our business or assets to another company.

11.4 Please be aware that we do not control third parties or Affiliates who are not contracted to Process Personal Information for and on our behalf. These third parties and Affiliates are responsible for managing their own use of the Personal Information collected in these circumstances. We recommend that you carefully consider any applicable privacy policies of the relevant third party, Service Provider or Affiliate to find out more about their handling of your Personal Information.

12. CHILDREN'S PRIVACY

12.1 Our Services are not intended for use by Children.

12.2 We do not knowingly collect personally identifiable information from Children.

12.3 If you become aware that a Child has provided us with Personal Information, please contact us in accordance with Clause 16 below.

12.4 If we become aware that we have collected Personal Information from Children without parental Consent, we will take immediate steps to remove/ delete such Personal Information.

13. ACCESS

13.1 You can see, review and change your Personal Information by signing in to your Wastedump Account. Please update your Personal Information immediately if it changes or is inaccurate.

13.2 Once you make a public posting, you may not be able to change or remove it.

13.3. If you would like to delete your Wastedump Account, you can ask us to do so and , we will close your Wastedump Account and remove your Personal Information from view as soon as reasonably possible., based on your Wastedump Account activity and as required under Applicable Laws.

13.4 We will honour your right to request access to, or modification or deletion of your Personal Information. We may have the right to withhold that access or refuse to modify or delete your Personal Information under Applicable Laws, but we will give you reasons if we do so. To contact us about access and to find out if any fees apply, please contact us in accordance with Clause 16 below, alternatively you can consult our PAIA Manual.

14. PAIA MANUAL

14.1 PAIA is the statutory law in South Africa governing access to information and enables people to gain access to information held by both public and private bodies.

14.2 If you would like to review, amend or obtain a copy of your Personal Information held by us, please review our PAIA manual on how to submit a request. Our PAIA manual is located on our website.

15. YOUR RIGHTS

15.1 While you have rights concerning your Personal Information, it is important to note that there may be various considerations in determining how to address any requests you may have.

15.2 Your rights include:

15.2.1 Right of Access – you can ask us for a copy of the Personal Information we hold.

15.2.2 Right to Know – you can ask us what Personal Information is or was shared with any of our Affiliates or Service Providers.

15.2.3 Right to Change – you can ask us to update your Personal Information or delete any Personal Information that is no longer accurate or relevant.

15.2.4 Right to Object – you can object to our Processing of your Personal Information.

15.2.5 Right to Report – you can lodge a complaint with the relevant authorities should you feel aggrieved by the manner in which we have Processed your Personal Information. The information regarding the applicable relevant Data Protection Authority is set out in Clause 16 below.

16. CONTACT US

If you wish to update your preferences by email or believe that the Wastedump has utilised your Personal Information contrary to Applicable Laws, please first attempt to resolve any concerns directly with us:

Name of Private Body: Wastedump (Pty) Ltd

Email address: wastedump@wastedump.co.za

Street address: 66 Minors Street, Yeoville, Johannesburg, Republic of South Africa

Phone Number:

If you are not satisfied with the outcome of the above process, you have the right to lodge a complaint with the relevant Data Protection Authority, using the contact details listed below:

Name of Body: Information Regulator South Africa

Phone number: 010 023 5200

Website: <https://inforegulator.org.za/>

General Enquiries: <mailto:enquiries@inforegulator.org.za> enquiries@inforegulator.org.za

POPIA Complaints: <mailto:POPIAComplaints@inforegulator.org.za>
POPIAComplaints@inforegulator.org.za

17. COMMUNICATIONS WITH YOU

17.1 When you make use of the Website or contact us, you opt-in to the use of various Electronic Communication channels, including email, SMS or WhatsApp. All information records that you send to us using any of these forms of Electronic Communications may be stored electronically by us, as well as the providers of the relevant channel, for example WhatsApp. Wastedump takes reasonable steps to ensure that any third parties with whom your information is stored, are bound by acceptable confidentiality obligations, however, it is your responsibility to familiarise yourself with WhatsApp's T's and C's and Privacy Policy.

17.2 Any electronic communication, including email, SMS, WhatsApp or telephonic messages sent to you will be considered as having been received by you when such communication is sent, unless the contrary is proven. This may include but is not limited to mobile push notifications. As such, it is your responsibility to provide, at your own expense, any access to the internet, data or any required devices for purposes of such Electronic Communication.

17.3 Should you not wish to communicate with us via any specific channel, you may opt- out and change your communication preferences by contacting us on the basis set forth in Clause 16 above.

17.4 Although Wastedump takes all reasonable steps to protect your Personal Information and maintain confidentiality, we cannot guarantee the security or integrity of any information you transmit to us online and specifically through the use of social media platforms such as WhatsApp. Your use of any third-party platform is subject to the terms and conditions applicable thereto, and you agree that you do this at your own risk. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirements for such communications to be in writing.

18. DISCLOSURES IN TERMS OF SECTION 43 OF ECTA

Any transactions concluded on the Platform will qualify as "Electronic Transactions" as defined in terms of the ECTA and the following information is therefore disclosed in terms of Chapter 7 of the ECTA:

Street address: 66 Minors Street, Yeoville, Johannesburg, Republic of South Africa

Wastedump is a classified's marketplace, which enables Buyers and Sellers to connect and transact with one another.

The website address of Wastedump is www.wastedump.co.za

Alternative dispute resolution: all disputes arising from the use of this Website or any agreement flowing therefrom, or the inability to use this Website, will be resolved in accordance with Wastedump's Terms and Conditions, as well as Dispute Resolution Policy.

19. CHANGES TO THIS POLICY

19.1 We reserve the right to update or modify this Policy or any of its Annexures, at our sole discretion, at any given time and without prior notice to you.

19.2 This may be carried out to meet legislative or regulatory demands and evolving business requirements.

19.3 Unless otherwise stated, the current version of this Policy shall supersede and replace any previous versions.

19.4 This Policy was last updated on 01/08/2024.