



Adumo Online (Pty) Ltd

PRIVACY NOTICE

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SUPPLIER PRIVACY NOTICE

1. DEFINITION OF CERTAIN TERMS USED IN THIS NOTICE

Adumo Online	Means Adumo Online Pty Ltd with registration number: 2013/025842/07, a company with limited liability, incorporated under the company laws of the Republic of South Africa.
Consent	Means any voluntary, specific and informed expression of will in terms of which permission is given for the Processing of personal information.
Data Subject	Means the person to whom the personal information relates.
Operator	Means a person who processes personal information for a Responsible Party in terms of an agreement or mandate, without coming under the direct authority of that party.
POPIA	Means Protection of Personal Information Act, No. 4 of 2013, as amended.
Processing or Process	Means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including: (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information.
Responsible Party	Means a public or private body or other person which, alone or in conjunction with others, determines the purpose of and means for Processing of personal information.

2. PURPOSE OF THIS NOTICE

- 2.1 Protecting the personal information of Adumo Online's suppliers and business partners is important to Adumo Online. To do so, Adumo Online follows general principles in accordance with applicable privacy laws and POPIA in particular.
- 2.2 Adumo Online has developed a supplier and business partner privacy notice ("Notice") to enable its suppliers and business partners to understand how Adumo Online Processes and safeguards their personal information.

3. RESPONSIBLE PARTY

Adumo Online (Pty) Limited
 Registration number: 2006/018060/07
 Unit 207, Block 2, Northgate Park
 Cnr Section Street and Platinum drive
 Brooklyn
 Western Cape
 7405.

- 3.1 A **supplier**, in the context of this Notice, means a natural or juristic person that provides a product or renders a service to Adumo Online. By virtue of the business relationship, Adumo Online is required to process personal information belonging to its suppliers and as such, the supplier is regarded a Data Subject. A supplier could also be considered as an Operator, an independent Responsible Party or (together with Adumo Online) a joint Responsible Party. Adumo Online and its suppliers will at all times remain independent contracting parties.
- 3.2 A **business partner**, in the context of this Notice, means a natural or juristic person holding a business relationship with Adumo Online, where such relationship does not fall within the

category of a supplier, employee or customer relationship. By virtue of the business relationship, Adumo Online is required to process personal information belonging to its business partner and as such, the business partner is regarded a Data Subject. For the avoidance of doubt, the term “business partner” is used for the sake of convenience and for descriptive purposes only and should not be construed to imply a partnership between Adumo Online and the business partner in a legal sense or as understood in law. Adumo Online and its business partners will at all times remain independent contracting parties. Depending on the nature of the business relationship, a business partner could be considered as an Operator, an independent Responsible Party or (together with Adumo Online) a joint Responsible Party.

4. PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS

- 4.1 **Personal information** refers to any information relating to the supplier or business partner which identifies the supplier or business partner (who can be a natural or a juristic person). If a supplier or business partner is a juristic person, Adumo Online may collect and use personal information relating to the juristic person’s directors, officers, employees, beneficial owners, partners, shareholders, members, authorised signatories, representatives, agents, payers, payees, customers, sureties, other security providers and other persons related to the juristic person. These are the suppliers’ and business partners’ related persons.
- 4.2 If the supplier or business partner provides Adumo Online with its related persons’ personal information, the supplier or business partner warrants that the related persons are aware of and have consented to the sharing and Processing of their personal information with Adumo Online. Adumo Online will process the personal information of related persons as stated in this Notice and references to “the supplier” or “the business partner” in this Notice will include related persons (with the necessary amendments).
- 4.3 Examples of the personal information of the supplier or business partner may include, but are not limited to:
 - 4.3.1 the financial information of the supplier or business partner, which includes banking account information provided to Adumo Online;
 - 4.3.2 invoices issued by the supplier or business partner to Adumo Online;
 - 4.3.3 the agreement between Adumo Online and the supplier or business partner;
 - 4.3.4 other identifying information of the supplier or business partner, which includes company registration number, VAT number, tax number and contact details;
 - 4.3.5 national origin;
 - 4.3.6 age;
 - 4.3.7 language;
 - 4.3.8 birth;
 - 4.3.9 education;
 - 4.3.10 financial history;
 - 4.3.11 identifying number (e.g. an account number, identity number or passport number);
 - 4.3.12 email address;
 - 4.3.13 physical address (e.g. residential address, work address or physical location);
 - 4.3.14 information about the location (e.g. geolocation or GPS location) of a supplier or business partner;
 - 4.3.15 telephone number;
 - 4.3.16 online and other unique identifiers;
 - 4.3.17 social media profiles;
 - 4.3.18 biometric information (e.g. fingerprints, facial recognition, signature or voice collected through Adumo Online’s processes);

- 4.3.19 race;
- 4.3.20 gender;
- 4.3.21 sex;
- 4.3.22 criminal history;
- 4.3.23 personal views, preferences and opinions;
- 4.3.24 confidential correspondence;
- 4.3.25 another's views or opinions about a supplier or business partner;
- 4.3.26 the name of the supplier or business partner.
- 4.4 Some of the above personal information elements are considered special personal information, the details of which are set-out below:
- 4.5 **Special personal information** is personal information about the following:
 - 4.5.1 criminal behaviour, to the extent that such information relates to the alleged commission of an offence, or any proceedings in respect of any offence allegedly committed by a Data Subject or the disposal of such proceedings (e.g. used to prevent money laundering as required by law, or when entering into a business relationship with Adumo Online);
 - 4.5.2 religious and philosophical beliefs;
 - 4.5.3 race or ethnic origin (e.g. used for performing vendor and other risk management or for statistical processes);
 - 4.5.4 trade union membership;
 - 4.5.5 political beliefs;
 - 4.5.6 health, including physical or mental health, disability and medical history (e.g. when assessing eligibility for funding which may for example be in the form of grants or sponsorships; or when such information is collected via any one of Adumo Online's corporate and social responsibility initiatives);
 - 4.5.7 biometric information (e.g. to verify identity when entering premises).
- 5. **WHEN WILL ADUMO ONLINE PROCESS A SUPPLIER'S SPECIAL PERSONAL INFORMATION?**
 - 5.1 Adumo Online may process supplier's special personal information for purposes set-out above and in the following circumstances, among others:
 - 5.1.1 if the Processing is needed to create, use or protect a right or obligation in law;
 - 5.1.2 if the Processing is for statistical or research purposes, and all legal conditions are met;
 - 5.1.3 if the special personal information was made public by the supplier;
 - 5.1.4 if the Processing is required by law;
 - 5.1.5 if the supplier has consented to the Processing.
- 6. **PROCESSING OF PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS**
 - 6.1 Personal information will be processed by Adumo Online in the normal course of management of suppliers and the dealings with business partners for various purposes. Such purposes may include (where applicable to the relationship), but are not limited to:
 - 6.1.1 to procure goods and services from the supplier or business partner;
 - 6.1.2 to respond to enquiries and complaints from the supplier or business partner;
 - 6.1.3 to maintain the data of the supplier or business partner;
 - 6.1.4 to collaborate with the supplier or business partner (e.g. to collaborate in order to provide products or services to Adumo Online's customers);
 - 6.1.5 to comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests;

- 6.1.6 to detect, prevent and report theft, fraud, money laundering and other crimes. This will include conducting criminal, credit reference/bureaux, sanctions, anti-bribery and other related reference checks on the supplier or business partner, including but not limited to politically exposed person (PEP). Such checks may be conducted on an ongoing basis throughout the period of engagement and may include lifestyle audits as well as reporting on the conduct of suppliers or business partners where Adumo Online is required to do so by law;
- 6.1.7 to comply with all applicable laws authorising or requiring such Processing, including (but not limited to):
 - 6.1.7.1 the Financial Intelligence Centre Act, 2001;
 - 6.1.7.2 the Prevention and Combating of Corrupt Activities Act, 2004;
 - 6.1.7.3 the Regulations to the Companies Act;
 - 6.1.7.4 the Broad-Based Black Economic Empowerment Act, 53 of 2003 (as amended) including its regulations, codes and guidelines;
- 6.1.8 to enforce and/or collect on any agreement when the supplier or business partner is in default or breach of the agreement, like tracing the supplier or business partner or to institute legal proceedings against the supplier or business partner;
- 6.1.9 to conduct market and behavioural research, including scoring and analysis;
- 6.1.10 for historical, statistical and research purposes, like market segmentation or performance management;
- 6.1.11 for security, identity verification and to check the accuracy of the personal information of the supplier or business partner;
- 6.1.12 for performing vendor and other risk management processes;
- 6.1.13 to communicate with the supplier or business partner and/or to carry out the instructions and requests of the supplier or business partner;
- 6.1.14 to enable the supplier's participation in supplier development programmes (including training and evaluation to access resources);
- 6.1.15 generally, to exercise Adumo Online's rights and to carry out Adumo Online's obligations in terms of the agreement between Adumo Online and the supplier or business partner;
- 6.1.16 for any other related purposes.
- 6.2 The provision of personal information by suppliers and business partners is mandatory to enable:
 - 6.2.1 the conclusion or performance of the agreement to which the supplier or business partner is party or, prior to entering into the agreement, taking the necessary steps to enable the negotiation and/or execution of the agreement;
 - 6.2.2 compliance with legal obligations to which Adumo Online is subject;
 - 6.2.3 to protect of a legitimate interest of the supplier or business partner;
 - 6.2.4 to pursuit or maintain the legitimate interests of Adumo Online or the third party to whom the personal information is disclosed for one or more of the above purposes;
- 6.3 There may be instances where Adumo Online will lawfully process personal information for purposes not listed above.

7. **THE CONSEQUENCES RELATING TO SUPPLIERS AND BUSINESS PARTNERS WHO DO NOT PROVIDE THEIR PERSONAL INFORMATION TO THE GROUP**

Suppliers and business partners undertake to provide their personal information to Adumo Online when specifically requested to do so. Should a supplier or business partner not want to do so and the personal information is required to enter into an agreement or business relationship, then Adumo Online will be unable to enter into an agreement or pursue any contractual relationship with the supplier or business partner.

8. THE QUALITY OF PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS

- 8.1 Adumo Online will take reasonable and practicable steps to ensure that the personal information of Adumo Online's suppliers and business partners is complete, accurate and not misleading, and is updated where necessary.
- 8.2 Suppliers and business partners can update their personal information once given, by forwarding such a request to their contact person within Adumo Online, or by directing such a request to Adumo Online's procurement department. The contact person will be the individual that supports the supplier or business partner. The contact number for the procurement department is 021 555 3260.

9. SECURITY AND CONFIDENTIALITY OF PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS

- 9.1 All personal information of the supplier or business partner processed by Adumo Online will be held confidentially.
- 9.2 Adumo Online will take reasonable, appropriate, technical and organisational measures to keep the personal information of its suppliers and business partners secure in accordance with Adumo Online's policies and procedures on information security and in accordance with any applicable legislation.

10. RETENTION OF PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS

Personal information will not be kept by Adumo Online for longer than is necessary for the purposes of Processing set out above, unless a further retention period is required by law, or where Adumo Online reasonably requires a further retention period for a lawful purpose relating to its functions or activities, or where a further retention period is required in terms of the agreement between the supplier or business partner and Adumo Online.

11. THE SHARING OF PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS

- 11.1 The personal information of the supplier or business partner may be shared within Adumo Online and with affiliates and third parties with whom Adumo Online contracts to process such personal information pursuant to the instruction of Adumo Online and subject to the specific terms or purposes as set forth in this Notice.
- 11.2 Moreover, certain affiliates and third parties could be based outside of South Africa. In such instances, Adumo Online will comply with cross-border transfer conditions of personal information as set out in POPIA.
- 11.3 Adumo Online will ensure that reasonable and adequate safeguards are in place when sharing personal information of the supplier or business partner as set out above.

12. THE USE OF OPERATORS TO PROCESS PERSONAL INFORMATION PERTAINING TO SUPPLIERS AND BUSINESS PARTNERS

Adumo Online may assign the Processing of the personal information of the supplier or business partner to an Operator who will Process such personal information under an agreement or mandate entered into with Adumo Online. The Operator may be a third party. In terms of an agreement or mandate, Adumo Online will ensure that the Operator processes the personal information of the supplier or business partner on a confidential basis and applies reasonable, appropriate, technical and organisational security measures when Processing the personal information of the supplier or business partner.

13. RIGHTS OF SUPPLIERS AND BUSINESS PARTNERS

Rights	Description and information to exercise such rights.
The right to access to information	<p>A supplier or business partner has the right to access its personal information.</p> <p>A supplier or business partner may contact Adumo Online or direct its request to the responsible person within Adumo Online. Adumo Online's procurement department contact number is 021 555 3260.</p> <p>A supplier or business partner may also submit a request in accordance with the procedure referred to in Adumo Online's manual prepared in accordance with section 51 of the Promotion of Access to Information Act, No. 2 of 2000. This manual can be found on Adumo Online website.</p>
The right to the correction, destruction, deletion and objection to the Processing of the personal information of the supplier or business partner	<p>Such requests can be forwarded to the responsible relationship manager within Adumo Online. The responsible relationship person will advise on the form and manner to submit and action such requests.</p> <p>A supplier or business partner could also update personal information through Adumo Online's procurement department by contacting 021 555 3260.</p>
The right to object to direct marketing	<p>If the personal information of the supplier or business partner has been used for direct marketing purposes, Adumo Online will afford the supplier or business partner (and the related persons of the supplier or business partner) an opportunity to opt out of receiving such direct marketing.</p>
The right to withdraw consent	<p>Where a supplier or business partner has provided their consent for the Processing of their personal information, they may withdraw their consent. If they withdraw their consent, Adumo Online will explain the consequences of such withdrawal.</p>

ANNEXURES:

FORM 1: OBJECTION TO THE PROCESSING OF PERSONAL INFORMATION IN TERMS OF SECTION 11(3) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018 [Regulation 2]



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FORM 2: REQUEST FOR CORRECTION OR DELETION OF PERSONAL INFORMATION OR DESTROYING OR DELETION OF RECORD OF PERSONAL INFORMATION IN TERMS OF SECTION 24(1) OF THE PROTECTION OF PERSONAL INFORMATION ACT, 2013 (ACT NO. 4 OF 2013) REGULATIONS RELATING TO THE PROTECTION OF PERSONAL INFORMATION, 2018 [Regulation 3]



POPIA_ Form 2.pdf