

## eRICA PRIVACY POLICY

### 1. ABOUT THIS POLICY

- 1.1. This Policy describes how Cell C Processes information we collect and/or receive from you when using the Services.
- 1.2. By using the Services described herein, you consent to the Processing of your Personal Information for the purposes stated in this Policy.
- 1.3. This Policy must be read together with any other legal notices or terms and conditions provided or made available to you when you use the Services including the Cell C Privacy Policy.

### 2. DEFINITIONS

For purposes of this Policy:

- 2.1.1. “**Cell C**”, “**Us**” or “**We**” means Cell C Limited, Cell C Service Provider Company Proprietary Limited, Cell C’s shareholders, Cell C’s subsidiaries and directors, employees and consultants of Cell C or any of their subsidiaries, their affiliate companies, their service providers, suppliers, agents and partners; companies to whom Cell C acts as an Operator or agent for and may refer to any one of them as the context require;
- 2.1.2. “**Cell C Privacy Policy**” means the Cell C Privacy Policy accessible at [Privacy Policy](#);
- 2.1.3. “**Data Subject**” or “**You**” means any person to whom the specific Personal Information relates, as contemplated in POPIA;
- 2.1.4. “**IO**” means the Information Officer of Cell C;
- 2.1.5. “**Operator**” means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party, as contemplated in POPIA;
- 2.1.6. “**Personal Information**” means information relating to an identifiable, living, natural person, and (where applicable) an identifiable, existing juristic person, including the name, race, gender, marital status, address and identifying number of a person, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person, as contemplated in POPIA;
- 2.1.7. “**Policy**” means this eRICA Privacy Policy;
- 2.1.8. “**POPIA**” means the *Protection of Personal Information Act, 2013* and any regulations or codes of conduct promulgated thereunder;

- 2.1.9. “**Processing**” or “**Process**” means any activity that involves the use of Personal Information. It includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
- 2.1.9.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
  - 2.1.9.2. dissemination by means of transmission, distribution or making available in any other form; or
  - 2.1.9.3. merging, linking, as well as restriction, degradation, erasure or destruction of information;
- as contemplated in POPIA;
- 2.1.10. “**Responsible Party**” means the person who or organisation which determines the purposes for which, and the manner in which, any Personal Information is processed, as contemplated in POPIA. They have a responsibility to establish practices and policies in line with POPIA. Cell C is the Responsible Party of all Personal Information used in its business;
- 2.1.11. “**RICA**” means the *Regulation of Interception of Communications and Provision of Communication-Related Information Act, 2002*, as amended from time to time;
- 2.1.12. “**Services**” means the eRICA services accessible at [\[eRICA\]](#) and provided to users for the digital on-boarding, authentication and verification of users’ RICA information;
- 2.1.13. “**SIM Card**” means a Subscriber Identity Module which is linked to your cell phone number to allow you to access the Cell C network;
- 2.1.14. “**Special Personal Information**” means personal information concerning the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject; or the criminal behaviour of a data subject to the extent that such information relates to the alleged commission by a data subject of any offence; or any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings, as contemplated in POPIA;
- 2.1.15. “**Social Media Platforms**” means platforms such as Facebook, LinkedIn, Twitter, Pinterest, YouTube, Instagram, WeChat, WhatsApp, TikTok, blogs and all other similar social media or communication platforms; and
- 2.1.16. “**Website**” means [Cell C’s website](#).

### 3. USE OF SERVICES

- 3.1. When using this Service, we will have to Process your Personal Information to provide you with electronic communications services. This includes Processing your Personal Information through third parties:
  - 3.1.1. to confirm identity and address details from trusted third party data sources; and
  - 3.1.2. to process and store Special Personal Information, including biometric information.
- 3.2. You may only use the Services for lawful purposes and you warrant that you shall not:
  - 3.2.1. use the Services to receive or share material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful; and
  - 3.2.2. for any other use except for your personal and non-commercial use, or to store on your computer, or print copies of extracts from our Website, and you may not, other than for your personal and non-commercial use, copy, adapt, modify or re-use the text or graphics from this Website without prior written permission from Cell C.

### 4. RICA

- 4.1. The RICA registration is mandatory for all SIM Cards.
- 4.2. Cell C will not activate your SIM Card until all your details as required by RICA have been properly registered.
- 4.3. To register your Sim Card, we may require that you submit the following information:
  - 4.3.1. name and surname;
  - 4.3.2. address (proof of residence);
  - 4.3.3. facial recognition data;
  - 4.3.4. voice recognition data;
  - 4.3.5. photographs; and
  - 4.3.6. ID or passport details.
- 4.4. The documents that must be provided are:
  - 4.4.1. proof of residential address;

- 4.4.2. ID or passport; and
- 4.4.3. a “selfie” with your ID or passport.
- 4.5. You must immediately report any loss, theft, damage or destruction of your SIM Card to the police, otherwise you will be committing an offence and will be liable to a fine or imprisonment.
- 4.6. If you transfer your SIM Card to another person (other than a family member or a dependant of yours) then you must register the details of that person with Cell C under RICA or you will be liable to a fine or imprisonment.
- 4.7. As per section 40(5) of RICA, it is your obligation to provide us with the recipient’s information immediately upon the sale or provision of the SIM Card so that Cell C may register the SIM Card to the recipient in accordance with RICA. Failure to provide this information is a criminal offence.
- 4.8. Cell C reserves the right to immediately terminate any services Cell C offers to you if you transfer a SIM Card issued to you without our consent and without providing the required information to us as required by the law.

## 5. **HOW WE COLLECT PERSONAL INFORMATION**

- 5.1. As a Responsible Party and in some instances as an Operator, we collect, Process and use Personal Information fairly and lawfully. We collect and receive information about you in a number of ways, which have been outlined on the Cell C Privacy Policy.
- 5.2. This includes any information that you provide to us directly through the use of our products and services as well as information we collect or receive from when you use our Website or Social Media Platforms.
- 5.3. We may receive additional information about you that is publicly or commercially available and combine that with the information we have collected or received about you in other ways.
- 5.4. Cell C will only use the information you provide for RICA registration for this purpose, unless you consent to the Processing of your Personal Information for other purposes as outlined in the Cell C Privacy Policy.
- 5.5. You may connect third party devices to your SIM Card, these include mobile phone devices or connected devices such as smart speakers or smart watches. When you connect your SIM Card to these devices those third parties may record your SIM Card details or your interaction with the network. The third-party device manufacturers will Process your Personal Information in accordance with their privacy policies and we recommend that you read these before choosing to connect. Cell C will not be liable for the privacy practices of these third parties.

- 5.6. We may collect your Special Personal Information. When we Process your Special Personal Information we will ensure that we Process it in a lawful manner.

## 6. **WHY WE PROCESS YOUR PERSONAL INFORMATION**

We use the information we collect and receive for the purposes set out in the Cell C Privacy Policy, including:

- 6.1. to provide you with this Service;
- 6.2. to comply with a mandatory legal obligation. Cell C is required to Process your Personal Information pursuant to, but not limited to, the *Financial Intelligence Centre Act, 2001* (“**FICA**”), RICA, the *Electronic Communications and Transactions Act, 2002* (“**ECTA**”), the *Electronic Communications Act, 2005* (“**ECA**”), the *Consumer Protection Act, 2008* (“**CPA**”), the *Promotion of Access to Information Act, 2000* (“**PAIA**”), and the *Cybercrimes Act, 2020*;
- 6.3. to advance Cell C’s legitimate business interests, including, fraud prevention and fraud detection, prevention of tax evasion and financial crime, maintaining the security of our network and services, enhancing your user experience on our Website, direct marketing, and the improvement of our services; and
- 6.4. to protect your legitimate interests, including, providing notifications regarding network availability and performance in your area, notification of emergency services, validating your identity when you communicate with us, and fraud prevention.

## 7. **DISCLOSURE AND SHARING OF YOUR PERSONAL INFORMATION**

- 7.1. We don’t sell your Personal Information to third parties for their marketing purposes.
- 7.2. Where applicable, we share information about you with:
  - 7.2.1. government bodies, regulatory organisations, law enforcement agencies, courts or other public authorities if we have to, or are authorised to by law;
  - 7.2.2. to a law enforcement officer on receipt of a directive issued in terms of RICA;
  - 7.2.3. third party data sources who verify the information you give to us;
  - 7.2.4. a third party or body where such disclosure is required to satisfy any applicable laws or other legal or regulatory requirements; and
  - 7.2.5. other third parties when you sign up for their services for authentication and fraud-prevention/detection purposes.

## 8. TRANSFER OF DATA

- 8.1. We are based in and operate from South Africa. Your information, including Personal Information, may be transferred to and maintained on servers located outside of your country of residence, where the data privacy laws, regulations and standards, may not be equivalent to the laws in your country of residence. For more information on transfers of information outside of South Africa, please refer to the Cell C Privacy Policy.
- 8.2. Your use of our Website and the Services, followed by your submission of information to us, represents your consent to such transfer.

## 9. DATA RETENTION

We will retain your Personal Information only for as long as is necessary for the purposes set out in this Policy, the Cell C Privacy Policy or to comply with our legal obligations, resolve disputes, and enforce our legal agreements and policies.

## 10. YOUR LEGAL RIGHTS

- 10.1. You have rights under the South African and other laws to have access to your Personal Information and to ask us to rectify, erase and restrict use of, your Personal Information.
- 10.2. You may at any time request:
- 10.2.1. confirmation that we hold your Personal Information;
  - 10.2.2. access to your Personal Information;
  - 10.2.3. the identities or categories of third parties to whom we have disclosed your Personal Information; or
  - 10.2.4. that we correct or delete any personal information that is incomplete, misleading, inaccurate, excessive or out of date.
- 10.3. Requests can be made in writing to [custserv@cellc.co.za](mailto:custserv@cellc.co.za).
- 10.4. You also have the right to object to your Personal Information being used by Cell C. This includes the right to object to the transfer of Personal Information you have made available to us and to withdraw consent to the use of your Personal Information. Please be aware that, should you object to the transfer of Personal Information or withdraw your consent to the use of your Personal Information, we may no longer be able to provide you with the information, products and/or services you have requested or otherwise fulfil the purpose(s) for which we have asked for the Personal Information.

- 10.5. You can exercise this right at any time by using any of the various "opt-out" options that we will always provide to you when we communicate with you.
- 10.6. Please be advised however that your rights as set out above may in certain circumstances be limited if we have legal grounds to process your Personal Information.

## 11. **LINKS TO OTHER WEBSITES**

- 11.1. You may choose to disclose your information in certain ways such as social plug-ins or by using third-party services that allow you to post reviews or other information publicly. Social plug-ins and social applications are operated by the social network themselves and are subject to their own terms of use and privacy and cookies policies.
- 11.2. Our Website or Social Media Platforms may contain links to and from websites, mobile applications or services of third parties, advertisers or affiliates. Please note that we are not responsible for the privacy practices of such other parties and advise you to read the privacy statements of each website you visit which collects Personal Information.

## 12. **SECURING YOUR PERSONAL INFORMATION**

- 12.1. For more information on our commitment to security and safeguarding your Personal Information, please refer to the Cell C Privacy Policy.
- 12.2. If you have a password or One Time PIN ("**OTP**") that you use when accessing the Services, you undertake to keep it secure and warrant that no other person shall use the services utilising your password or OTP, and you acknowledge further that you are responsible for ensuring that no unauthorised access to the Service is obtained using your password or OTP, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

## 13. **INTELLECTUAL PROPERTY RIGHTS**

You acknowledge that Cell C, its affiliates or licensors own or is the licensor of the intellectual property rights on this Website and to the Services contained herein, and that the unauthorised use thereof is expressly prohibited. The intellectual property found on this Website, and in the Services offered may not be reproduced, adapted, modified, further distributed, published or disclosed, or used for any other purpose whatsoever.

## 14. **DISCLAIMER**

- 14.1. Whilst every effort has been made by Cell C, and its suppliers of information, to ensure the proper performance of this service, the accuracy of the information/images and the reliability of the binary data on this online service, Cell C does not, to the full extent permitted by law, guarantee the availability or accuracy of the Service, content and/or information offered on this Service.

14.2. Cell C makes no representations or warranties, whether express or implied, and assumes no liability or responsibility for the proper performance of the Services and the Services are thus used at your own risk. In particular Cell C makes no warranty that the Services will meet your requirements, be uninterrupted, complete, timely, secure or error free.

## 15. **CHANGES TO THIS POLICY**

To the full extent permitted by law, we reserve the right to alter or update this Policy from time to time without notice or reason. Any changes that we may make to our Policy will be posted on our Website and will be effective from the date of posting.

## 16. **GENERAL**

16.1. This Policy will be governed by and construed in accordance with the laws of South Africa, and you shall submit to the jurisdiction of the South African Courts.

16.2. If any provision of this Policy is unenforceable, illegal, void, or contrary to public policy then it will be deleted from the Policy without affecting the remaining provisions, which will however remain binding and in full force.

16.3. Our failure to exercise any particular rights or provision of these terms shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.

16.4. To the full extent permitted by law, you indemnify and hold Cell C harmless against all and any loss, liability, actions, suits, proceedings, costs, demands and damages which arises directly or indirectly out of the contravention of this Policy by you or arising out of or in connection with the failure or delay in the performance of the Services or your use of the Services, (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, or the use of the Services, other than in respect of losses caused by Cell C's gross negligence or intentional misconduct.

16.5. Cell C shall not be liable to you for any breach of this Policy or failure to perform any obligations as a result of technical problems relating to its network, termination of any licence to operate or use the network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond Cell C's control.

## 17. **HOW TO CONTACT US**

17.1. If you have any questions, concerns or complaints regarding our processing of your Personal Information in terms of this Policy, please email us at [custserv@cellc.co.za](mailto:custserv@cellc.co.za).



- 17.2. If you are not satisfied with our response to your complaint or believe our processing of your Personal Information does not comply with the POPIA, you have the right to lodge a complaint with the Information Regulator. The Information Regulator can be contacted as follows:

Email: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

Address: JD House 27 Stiemens Street Braamfontein Johannesburg, 2001