

# PRIVACY POLICY

## ('POLICY')

Date of last revision: 20-November-2018

This Policy applies to the Client, whether or not the Client is a Verified User or visitor to the Website.

### 1 Definitions

- **"Seraphim"** means Seraphim Financial Services (Pty) Ltd (2017/511139/07), a licensed Financial Services Provider (49407) and, unless the context indicates otherwise, its Group Companies.
- **"Group Companies"** shall be deemed to include Seraphim and any of its current and former, direct and indirect, subsidiaries and/or controlled affiliates, as well as any successor to Seraphim or all or any material portion of the businesses and/or assets of Seraphim or any successor thereto or any of its direct and indirect, subsidiaries and/or controlled affiliates.
- **"Client"** means "you", "your", "yourself", and unless the context indicates otherwise, your employer.
- **"Parties"** or "Party" means the Client and Seraphim or any one of them as the context may require.
- **"Verified User"** means a Client that has completed an application and has been approved by both Seraphim and the Client's employer.
- **"Website"** means [www.MarketMartial.com](http://www.MarketMartial.com) and all other associated URLs, owned and operated by Seraphim.

### 2 Contact Details

- Seraphim's postal address is 20 Drennin Drive, Lonehill, Johannesburg, 2191 which is also the address at which Seraphim will accept service of all legal documentation.
- Seraphim's telephone number is +27 82 784 6004.
- Seraphim's email address is [themartial@marketmartial.com](mailto:themartial@marketmartial.com).

**IF YOU DO NOT EXPRESSLY AGREE WITH THE TERMS OF THIS POLICY YOU SHOULD NOT SUBSCRIBE TO OR USE THE WEBSITE.**

### 3 What Information Does Seraphim Collect?

The Client will be required to provide certain personal information when becoming a Verified User of the Website. This information may include, but is not limited to, the Client's name, username, password, email, employer, employer address and account allocations. Depending on the type of service the Client has with Seraphim, Seraphim may also collect account balances and transaction information related to the Client.

SERAPHIM DOES NOT AND WILL NOT WILLINGLY DISCLOSE CLIENT INFORMATION TO ANYONE OTHER THAN THE RESPECTIVE CLIENT THEMSELF.

ALL INTERACTIONS WITH THE WEBSITE ARE PERMANENT AND ARE RECORDED IN A LOG FILE. THIS LOG FILE DETAILING CLIENT INTERACTIONS SINCE INCEPTION WILL BE KEPT CONFIDENTIAL AND WILL ONLY BE MADE AVAILABLE TO YOU AND YOUR EMPLOYER UPON REQUEST.

FOR THE AVOIDANCE OF DOUBT, THE IDENTITY OF BANKS RELATING TO TRADES IS CONSIDERED HIGHLY CONFIDENTIAL BY SERAPHIM AND WILL NOT BE DISCLOSED, UNLESS REQUIRED BY THE REGULATOR OR A COURT ORDER.

By using the Website, the Client will be submitting and requesting data from Seraphim's web server, allowing Seraphim to automatically collect information or data about the Client. Such information includes, but is not limited to, Seraphim collecting information about special preferences, markets the Client has participated in and trades executed.

Additional information collected will include:

- the internet protocol ("IP") address and/or the proxy server that the Client uses to access the internet;
- the Client's operating system;
- the type of web browser the Client is using; and
- the name of the Client's internet services provider.

When the Client sends a communication or correspondence to Seraphim, Seraphim may collect information regarding that communication and include that information in its database.

### 4 How Does Seraphim Use Information?

Seraphim needs the information collected for statistical and reporting purposes, to process Client transactions, maintain Client account(s) and to respond to court orders and legal investigations.

The Client expressly agrees that Seraphim may use any personal information that has been provided or that has been collected for various purposes such as technical and/or statistical research, development and customer administration.

Seraphim does not have any control over, nor does it monitor or endorse, the information gathering practices of any third-party web sites.

### 5 Security

It is expected that the Client has appropriate firewalls and security measures in place. If a security breach does occur, Seraphim therefore does not accept any liability, but asks that the Client



contact Seraphim immediately so that Seraphim can remedy the breach timeously.

## **6 Cookies and Sessions**

The Client can control cookies through the browser settings and other tools. By visiting the Website, the Client consents to the placement of cookies and beacons in their browser and HTML-based emails in accordance with this Policy.

Data may be stored on the Client's hard-drive that allows Seraphim to recognise the Client's computer. The use of cookies and other similar technologies, is to help Seraphim identify the Client, increase security, and measure use and effectiveness of Seraphim's services.

Seraphim may also use session cookies which are designed not to be permanent - once the Client closes the browser, the cookie will simply terminate.

## **7 Password**

The Client's password is, and shall remain, the sole and exclusive property of the Client.

## **8 Other**

By using the Website the Client agrees that, as with all businesses it will evolve, therefore Seraphim may create new ways to collect information about the Client which have not been discussed in this Policy.

## **9 Legal Jurisdiction**

This Policy is governed by the laws of the Republic of South Africa.

**YOU AGREE THAT YOU HAVE READ THIS POLICY IN ITS ENTIRETY, UNDERSTAND ITS TERMS, AND CONSENT TO ALL THE TERMS AND CONDITIONS SET FORTH IN THIS POLICY.**

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