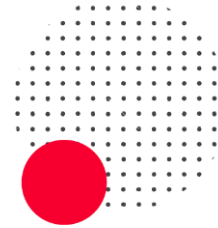

08.



Extract of the Eighth Chapter of the FPI Member Handbook

Information use, Confidentiality and Data Protection

Wherein the FPI Privacy and Security Policy
and the Rules for using FPI Social Media are
integrated.



Information use, Confidentiality and Data Protection

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All words and phrases appearing in FPI Regulations, inclusive of this document, are defined in terms of and shall follow the interpretation thereof set out in the *FPI Glossary* as amended.

FPI Regulations, including this document, are interpreted in terms of the *FPI Interpretation Rules and Miscellaneous Terms* as amended.

PART 1 PRIVACY STATEMENT

1. MOTIVATION

- a. FPI is committed to protecting YOUR privacy, and developing technology that provides a satisfactory online experience.
- b. This chapter of the Member Handbook regulates all FPI electronic systems and Social media to govern data collection, storage, and usage.
- c. By using FPI Social media YOU consent to the data practices described in this regulation.
- d. When YOU receive communication from FPI it is because YOU are a Member, client, interested party or had previously elected to receive communication from FPI.
- e. If YOU no longer want to receive communications from FPI YOU may unsubscribe therefrom by formally notifying FPI via email. Providing a reason for not wanting to receive communications will help FPI do things better.
- f. FPI Member Regulations, however, provide that Members may not unsubscribe from FPI Social Media. This is a condition for Membership.

PART 2 PRIVACY AND SECURITY POLICY

2. COLLECTION OF PERSONAL INFORMATION

- a. FPI collects personally identifiable information, such as YOUR identity number, email address, name and surname, home or work address or telephone number. FPI also collects anonymous demographic information, which is not unique to YOU, such as YOUR location, postal code, age, gender, preferences, interests, and favourites.
- b. There is also information about YOUR computer hardware and software that is automatically collected by FPI. This information can include YOUR

IP address, browser type, domain names, access times and referring web addresses. This information is used by FPI for the operation of its services, to maintain the quality thereof and to provide general statistics regarding the use of FPI electronic media.

- c. If YOU directly disclose personally identifiable information or personally sensitive data through the FPI public message boards and Member community, this information may be collected and used by others.
- d. FPI encourages YOU to review the privacy statements relating to use of all electronic media YOU choose to link to so that YOU can understand how those media and websites collect, use, and share YOUR information. FPI is not responsible for the privacy statements or other content on websites outside of FPI and FPI subsidiary websites.

3. WHERE INFORMATION IS COLLECTED

- a. FPI mostly collects personal information about YOU in the following ways:
 - i. On-line user registration.
 - ii. Applications to become a member.
 - iii. Requests for services or products.
 - iv. CPD and other event subscription or enrolment forms.
 - v. Contacting us.
 - vi. Doing business with us.
 - vii. Calling us.
 - viii. Electronic Social Media.

4. HOW FPI USES INFORMATION

- a. FPI needs to collect Confidential or Personal Information to meet its obligations to all Members, prospective members, or clients, to inform YOU of new developments or events and to fulfil FPI's Member mandate, amongst other things.

- b. If YOU do not provide the required information, YOU may not be able to become a Member or YOU may not be able to receive the information or service YOU requested.
- c. When FPI collects Personal Information, it is to provide YOU with the services of a professional body, such as:
 - i. Processing YOUR membership application.
 - ii. Processing YOUR membership renewal.
 - iii. Sending YOU information on current developments, law changes, guidelines, FPI advocacy on YOUR behalf and matters incidental to the Financial Planning Profession.
 - iv. Sending YOU information on opportunities created for members, FPI services and events.
 - v. Providing Member benefits.
 - vi. Providing Member education.
 - vii. Providing competency examination support.
 - viii. Communicating with YOU on issues relevant to YOU and other Members.
- d. FPI may therefore combine all the Personal Information that FPI has about YOU to compile a profile to personalise and tailor services to YOUR special needs.
- e. FPI may use a section of YOUR Personal Information to enable FPI's third party providers to distribute Member benefits to YOU or to manage events or other matters on behalf of FPI.
- f. Should FPI pass information as envisaged in 9e on to others, FPI will make them aware of the FPI Regulations relating to processing.
- g. When YOU elect to use a personalised URL (link) that points to YOUR personal FPI webpage YOU agree that FPI may disclose personal information about YOU to enable consumers to connect with YOU. If YOU do not wish to allow it, YOU must inform us accordingly.
- h. Since YOUR privacy is important to FPI, FPI will not sell, rent, or provide YOUR personal information to unauthorised entities or to third parties for their independent use without YOUR consent.

5. DISCLOSURE OF PERSONAL INFORMATION

- a. FPI will disclose YOUR Personal Information, without notice, if required to do so by law or in the good faith belief that such action is necessary, to:
 - i. Fulfil FPI's licensing and other contractual obligations to the FPSB.
 - ii. Furnish confirmation of YOUR Good Standing status to FPI's international associate members.
 - iii. Furnish information to any Regulatory authority about YOUR fit and proper status for licensing purposes, unauthorised use of FPI designations, conduct we deem to deserve scrutiny or, where applicable, that FPI processes YOUR Personal Information.
 - iv. Furnish information FPI had processed on behalf of YOUR employer or which FPI deems an employer that is an FPI Affiliate Member should be presented with to regulate YOUR conduct.
 - v. Publish information authorised for disclosure under FPI Disciplinary Regulations.
 - vi. Conform to the prescriptions of law and regulation or to comply with legal process served on FPI.
 - vii. Protect and defend the rights or property of FPI.
 - viii. Act under pressing circumstances to protect the personal safety of FPI and its staff, Members, and affiliates or of the public.

- b. Should FPI be required pass Personal Information on to others, FPI will advise YOU accordingly unless prohibited to do so by a Regulatory authority, applicable law, or a court order.

6. UPDATING OF PERSONAL INFORMATION

- a. YOU may gain access to information that FPI has collected about YOU by contacting FPI.

- b. YOU may challenge the accuracy of YOUR Personal Information that FPI holds and change or update it online in YOUR Member record or YOU may advise FPI of changes telephonically or via e-mail.
- c. If YOU are not a Member YOU may request to not receive marketing communication, the deletion of YOUR Personal Information from FPI records, that FPI should no longer process it or object to FPI holding it. FPI's execution of such a request will, however, depend on the reasons FPI has for processing YOUR Personal Information and such a request may, after consideration, be declined or only partially met.

7. PERSONAL INFORMATION DISCLOSED BY YOU TO THIRD PARTIES

- a. If YOU disclose Personal Information to anyone other than FPI, unless that Person is a processor for FPI, YOU must be aware that FPI do not regulate or control how that third party uses YOUR Personal Information. YOU should always ensure that YOU read the privacy policy of any third party.
- b. FPI is not responsible for any representations or information or warranties or content on any website of any third party (including websites linked to the FPI websites).
- c. FPI also does not exercise control over third parties' privacy policies, and YOU should refer to the privacy policy of any third party to see how such party protects YOUR privacy.

8. DEFAULT

- a. Should FPI establish there is actual or suspected theft, or unauthorised use of, or access to YOUR Personal Information, FPI will immediately take steps to minimise the impact of such an occurrence, advise YOU thereof as soon as possible and provide reasonable co-operation to YOU in safeguarding YOUR interests in such Personal Information.

9. DATA SECURITY

- a. FPI has security measures designed to protect against the loss, misuse and/or alteration of all information under its control. These security measures include:
 - i. Firewalls to prevent the hacking of our database.
 - ii. Clauses in staff and service provider agreements requiring confidentiality.
 - iii. Security access to FPI premises.
 - iv. The use of passwords for access to database information.

- b. FPI reasonably identifies the risks associated with the Personal Information maintained in its systems through generally accepted audit methodologies on a regular basis and by implementing appropriate safeguards as and when required steps are identified.

- c. Whereas FPI values the personal and biometric information that YOU choose to provide it with and takes reasonable steps to protect such information from loss, misuse, or unauthorised alteration, by virtue of the nature thereof, FPI cannot guarantee the security of any information that YOU transmit to FPI online and YOU do so at YOUR own risk.

- d. Should FPI employ the services of any third party which is situated outside of South Africa in connection with the data FPI processes it may do so if it is satisfied the protection of such data is of a similar standard than as prescribed in South African legislation.

10. USE OF COOKIES

- a. The FPI websites uses "cookies" to help personalize YOUR online experience.

- b. Cookies are a text files that are placed on YOUR hard disk by a web page server and cannot be used to run programs or deliver viruses to YOUR computer.

- c. Cookies are uniquely assigned to YOU and can only be read by a web server in the domain that issued the cookie to YOU.
- d. Cookies provide a time-saving convenience, and their purpose is to tell the web server that YOU have returned to a specific page. For example, if YOU personalise FPI pages, or register with the FPI website or other electronic services, a cookie helps FPI to recall YOUR specific information on subsequent visits. This simplifies the process of recording YOUR personal information, such as billing addresses, shipping addresses and so on. When YOU return to the same FPI website, the information YOU previously provided can be retrieved, so YOU can easily use the FPI features that YOU customised.
- e. YOU can accept or decline cookies. Most web browsers automatically accept cookies, but YOU can usually modify YOUR browser setting to decline cookies if YOU prefer.
- f. If YOU choose to decline cookies, YOU may not be able to fully experience the interactive features of the FPI services or websites YOU visit.

PART 3 PROCESSING OF CONFIDENTIAL AND PERSONAL INFORMATION

11. CONFIDENTIALITY

- a. YOU and FPI acknowledge that WE may come into contact or become familiar with each other's Confidential Information during the term of OUR association with each other.
- b. WE agree that WE will not at any time or in any manner, either directly or indirectly, use, disseminate or distribute the others' Confidential Information for OUR own benefit or divulge and disclose and communicate in any manner any Confidential Information to any third party without the express permission of the other of US.
- c. If it appears that either of US has disclosed or attempted to disclose Confidential Information of the other of US, that Party shall be entitled to take the necessary legal action or steps it deems fit under the circumstances to restrain its counterpart from disclosing, in whole or in part, such Confidential Information, or from providing

services to any party to whom such Confidential Information had been disclosed.

- d. These confidentiality provisions shall remain in full force and effect after the termination of any agreement between US.

12. PROTECTION OF PERSONAL INFORMATION

- a. YOU and FPI may, depending on who is the Responsible party then, process Personal Information of Data subjects where, under the POPI Act, WE are an operator for the other of US.
- b. In the circumstances envisaged in the clause above WE will only process the Personal Information of relevant Data subjects for the purpose of an agreement, subject to the condition that FPI's mandate under an agreement shall always include or be deemed to include professionalising and educating Financial Planners and Advisers and of conducting the business of a professional body.
- c. The Party that provides the mandate for processing of Personal Information shall always retain its rights, title, and interest therein and it shall constitute its Confidential Information.
- d. WE undertake to and shall ensure that OUR staff and operators comply with the POPI Act and regulations in connection with the performance of their obligations and are bound by appropriate confidentiality and non-use obligations.
- e. Without prejudice to the generality of the above clause, with respect to any processing (as defined by the POPI Act) of Personal Information under an agreement WE shall procure that OUR operators, agents or contractors take appropriate technical and organisational security measures against unauthorised or unlawful processing of Personal Information supplied to it by the other of US and against accidental loss or destruction of, or damage to, that Personal Information in accordance with condition 7 of the POPI Act.
- f. WE undertake:
 - i. to obtain the relevant consent as prescribed within the POPI Act.
 - ii. to treat Personal Information as Confidential Information.
 - iii. to give access to the Personal Information we process only to such operators required for fulfilling the agreement under which processing occurs.
 - iv. not to use or knowingly permit any third party to use, or have access to, Personal Information for any purpose other than as is expressly agreed

- between US.
- v. that WE shall not use Personal Information held by US pursuant to an agreement for any purpose that is inconsistent with the purposes notified to the relevant Data Subject on or before the time of collection of that Personal Information.
 - vi. that OUR systems and processes used to provide member or other services between US shall always be of a minimum standard as required by applicable laws and of a reasonable standard for persons of our nature.
 - vii. that WE will take reasonable technical and organisational measures to prevent unauthorised access to, or damage to, or accidental loss or destruction of the Personal Information of the other of US.
- g. WE shall promptly inform the other of US of any actual or suspected unauthorised access, use or other abuse of the Personal Information and/or any information technology systems relating thereto of which WE or any of OUR contractors become aware of, the Data subjects affect thereby, the risks posed by such incident to the relevant Personal Information and the safeguards or mitigations implemented by OUR processors or US.
- h. WE shall at OUR own cost upon request provide all reasonable assistance to the other of US for the preparation and presentation of information required by a Regulator or as required under the POPI Act to prosecute individuals responsible for an incident of unauthorised use or for any legal actions that the requesting Party may bring against third Parties responsible for an incident of unauthorised use.
- i. WE shall co-operate with any inquiry from a Regulator or person with relevant authority about any matter that affects OUR interests in protecting Personal Information.

PART 4 INTELLECTUAL PROPERTY OWNERSHIP

13. INTELLECTUAL PROPERTY

- a. Each of US shall retain ownership of all Intellectual Property WE provide to the other to facilitate an agreement between US.
- b. WE will protect each other's Intellectual Property and treat it as strictly confidential.

A violation of this section during our association with each other shall be a material violation of any agreement between US.

- c. Where it is required that one of US licenses any use of Intellectual Property then this clause deems such licensing to have taken place and that the licensor has the right to grant a sub-license to the other of US.
- d. If either of US develops Intellectual Property for the other ('the developer'), whether for consideration or not, then the developer hereby cedes, assigns, and transfers all rights and title to such Intellectual Property to the other of US who accepts it.
- e. The developer further agrees to sign all documents required to give effect to 17d above, including, specifically, any copyright. Should the developer fail to do so and persist in such failure despite reasonable notice to do so, then any director of the other of US is authorised herewith as agent for the developer to authorise such cession, assignment, or transfer.
- f. The developer shall not have any right to object to any alteration, addition, or adjustment of the developed Intellectual Property.
- g. At the end of an agreement between US the Intellectual Property of the other shall be restored to the owner thereof by the holder who shall destroy all copies and delete all versions thereof from the holder's computer systems.
- h. The developer of Intellectual Property herewith indemnifies the other of US from claims or losses arising from an infringement of a third party's rights by or other relevant default of the developer.

PART 5 RULES FOR USING FPI SOCIAL MEDIA

14. DEEMED ACCEPTANCE BY YOU

- a. These rules immediately become effective when YOU access FPI Social media for the first time:
 - i. YOUR access to FPI Social media deems a binding agreement between YOU and FPI, including any parent or subsidiary of it.
 - ii. If YOU continue to use FPI Social media, it means YOU agree that these rules and any revision thereof (which FPI may introduce at any

time without notice) will govern FPI's respective rights and obligations.

- iii. If YOU do not want to be so bound YOU may not access, use, download, display, copy or distribute any of the content displayed on FPI Social media.
- iv. A certificate signed by an authorised FPI representative will be accepted as proof of FPI content whether current or previous.
- v. Subscribing to any service or buying of any product or service through FPI Social media shall also be subject to these rules.

15. NATURE OF INFORMATION ON FPI SOCIAL MEDIA

- a. FPI displays general information on its Social media as a value-added service to Members and the public. Nothing contained therein constitutes a binding offer or agreement to enter any transaction, nor does it constitute advice, a proposal or a recommendation to enter any transaction.
- b. All published information is provided "as is" and should never be treated as professional, financial or investment advice of any kind. FPI recommends that YOU consult a Financial Planner or Financial Adviser of YOUR choice and not rely on the information published in FPI Social media.
- c. Sometimes third parties provide content on FPI Social media. Such content contains the views or opinions of the relevant third parties which are not necessarily the views or opinions of FPI and its representatives.
- d. FPI does not have control over third party information and cannot vouch for its accuracy, appropriateness or correctness. YOU agree that FPI cannot be held liable for any damages that may arise from YOUR reliance thereon. Any reference to commercial products and services or the providers thereof does not imply an endorsement, recommendation or approval thereof by FPI.

16. NO UNLAWFUL OR PROHIBITED USE

- a. YOU may never use FPI Social media in a way that could damage, disable, impair or overburden its systems or media or interfere with other persons' use and enjoyment thereof.
- b. YOU may not obtain or attempt to obtain Confidential or Personal Information of any kind that is not intentionally made available through FPI Social media.
- c. YOU may not harvest, mine, source or collect in any way information published on FPI Social media for commercial purposes or, amongst other things, for phishing or spreading of spam email or malware.
- d. FPI specifically records that Member detail is published in good faith to allow the public to engage with Members in their professional capacity.
- e. Member detail may not be used for advertising, promotions or unsolicited approaches.
- f. Members' personal and biometrical data is Confidential under FPI's privacy rules.
- g. FPI will take legal action against anyone who breaches the rules herein, with or without prior notice.
- h. If FPI succeeds with an action referenced above, YOU agree to reimburse FPI all its legal costs arising therefrom on an attorney and own client scale as a punitive measure.

17. USING FPI SOCIAL MEDIA

- a. When YOU engage with FPI via Social electronic means YOU consent to receiving responses in the same way.
- b. YOU agree that all agreements, notices, and other correspondence sent by FPI electronically satisfy any legal requirement that it be in writing, and YOU accept the inherent risks associated with electronic communication in any form.
- c. YOU agree that electronic records of YOUR electronic communications stored by FPI constitute rebuttable proof of the content.

- d. Electronic communication sent to YOU by us may be regarded as received by YOU once it enters an information system which is beyond FPI's control.
- e. FPI Social media may contain bulletin board services, chat areas, news groups, communities, personal web pages, and/or other message or communication facilities designed to communicate with the public or with a defined group. YOU may only use FPI Social Media to post, send and receive messages and material that are proper for that medium.
- f. As an indication, and not as a limitation in any way, YOU agree that when using FPI Social Media, YOU will not:
 - i. Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (specifically including rights of privacy) of Persons.
 - ii. Post, upload, distribute or circulate inappropriate, profane, defamatory, infringing, obscene, indecent, or unlawful topic material or information.
 - iii. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy of publicity) unless YOU own or control the rights thereto or have received all necessary consents.
 - iv. Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of a Person's computer.
 - v. Advertise or offer to sell or buy any goods or services for any business purpose unless FPI policy specifically allows such messages.
 - vi. Conduct or forward surveys, contests, pyramid schemes, unsolicited advertising and promotions or chain letters.
 - vii. Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
 - viii. Restrict or inhibit any other user from using and enjoying FPI Social media.
 - ix. Violate any code of conduct or guideline which may be applicable to FPI Social Media.

- g. FPI has no obligation to monitor FPI Social media. However, we reserve the right to review posted materials and to remove any materials in FPI's sole discretion.
- h. FPI also reserve the right to terminate YOUR access to FPI Social Media at any time without notice and for any reason at all.
- i. FPI may disclose any information necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in FPI's sole discretion.
- j. FPI does not control or endorse the content, messages or information found in FPI Social Media and, therefore, FPI specifically disclaims any liability regarding Social Media and actions resulting from YOUR participation therein.
- k. Content uploaded to FPI Social Media may be subject to limitations on usage, reproduction and/or dissemination. YOU are obliged to adhere to such limitations.

18. LINKS TO SOCIAL MEDIA

- a. FPI Social media may contain links to other media.
- b. FPI will try to provide links only to reputable media, but we cannot be held accountable for the accuracy, completeness or contemporaneousness of the information provided on other Social media. Nor can we safeguard YOU from injury, damages or harm arising from such use.
- c. When YOU access third party Social media from FPI Social media YOU do so at YOUR own risk.
- d. YOU may never establish a hyperlink, deep link, frame, metatag or similar reference (link), whether electronically or otherwise to FPI Social media or any subsidiary pages without prior written approval from the head of FPI's information technology department or CEO.

- e. FPI may withhold such permission or only grant it subject to conditions that FPI considers appropriate.
- f. FPI will take legal action against anyone who breaches the term above without prior notice.
- g. YOU agree to reimburse the legal costs arising from action taken under 23(f) above on an attorney and client scale.

19. FPI INTELLECTUAL PROPERTY RIGHTS

- a. FPI Social media contains information proprietary to FPI which may not be reproduced or circulated in whole or in part without prior written consent from FPI.
- b. FPI hold the copyright and Intellectual Property rights in all material published on FPI Social media, including trademarks, names, logos, service marks, the look and feel, images and other graphics and multimedia works published on or via FPI Social media.
- c. Nothing in FPI Social media should be construed as granting YOU a licence or right to use anything published, displayed or referenced therein without prior written permission from FPI.
- d. YOU may not, without prior written permission from FPI, use FPI Intellectual Property or the Intellectual Property of third parties published in FPI Social media.
- e. Irrespective of other claims to copyright, YOU acknowledge that FPI holds copyright on or is licensed to publish all material on FPI Social media, whether it constitutes confidential information or not, and that YOU have no right, title or interest in any such material.

20. TERMINATION, SUSPENSION, LIMITATION OF ACCESS

- a. FPI may modify, suspend or discontinue FPI Social media or content therein, temporarily or permanently, without notice.

- b. FPI may also impose limits or conditions on user rights, features or functions and FPI may restrict access to parts of or all the services on the site.
- c. If YOU register as a user of FPI Social media and are assigned a username and password, YOU are responsible for the security of that username and password.
- d. YOU will be responsible for all activities on FPI Social media under use of YOUR username and password.
- e. YOU agree to notify FPI of any breach of security or unauthorised use of YOUR username and password.

21. NO WARRANTIES OR REPRESENTATIONS – LIMITATION OF LIABILITY

- a. FPI does not warrant that FPI Social media will be error-free or will meet any criteria of accuracy, completeness, contemporaneousness, integrity or reliability of information, availability, performance or quality.
- b. YOU shall not be entitled to place any reliance on the information contained in FPI Social media for any purpose.
- c. FPI does not represent that information or files available on FPI Social media are free from viruses, destructive materials or harmful data code that may compromise, impede, jeopardise or otherwise cause harm to YOUR electronic hardware, network or software.
- d. FPI does not have the ability to prevent unlawful activities by unscrupulous persons and YOU accept that FPI cannot be held liable for any loss, harm or damage suffered by YOU as a result of such activities.
- e. YOUR use of FPI Social media and the information contained in it is entirely at YOUR own risk. YOU assume full responsibility for the risk or loss resulting from such use and YOUR reliance on the material and information contained on it.
- f. FPI, its subsidiaries, affiliates and office holders are not liable for any damages at all relating to YOUR use of FPI Social media or the information contained therein or YOUR inability to use it. This includes, without

limitation, any direct, indirect, special, incidental, consequential or punitive damages, whether arising out of contract, statute and misdemeanour or otherwise and regardless of whether FPI was expressly advised of the possibility of such loss or damage.

- g. If YOU access FPI Social media, and YOU continue to use it, YOU, by virtue of such use, indemnify FPI, its subsidiaries, affiliates and office holders against all claims arising from such use.

22. DISPUTES UNDER THESE RULES

- a. Disputes relating to YOUR use of FPI Social media or relating to these rules (other than where an interdict or urgent relief is sought), will be submitted to and decided under the FPI Standard Interpretation Rules and Miscellaneous Terms.
- b. Access to and use of FPI Social media anywhere in the world where South African law or the jurisdiction of South African Courts of Law will not be recognised is prohibited.

DOCUMENT MANAGEMENT

Policy manager	Legal Manager
Implementer	All Departments
Approval authority	L1 – FPI Board
Update approved on	20230725
First implementation date	20230725 – First edition of Member Handbook
Next review date	Annually – 2 nd Quarter
Documents superseded	Website terms of use, Privacy policy, Security policy & Data protection policy issued pre-20230725



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