



ANIWARE TCG TRADER PRIVACY STATEMENT

1. We as Aniware Technologies (Pty) Ltd t/a Aniware TCG Trader (hereinafter referred to as “Aniware, we or us”) provide an online marketplace that brings buyers and sellers together to trade through online fixed price sales. This Privacy Policy is a means to ensure the protection of personal information obtained by Aniware through our provision of services to you. This Privacy Policy explains how we collect and process your personal information.
2. This Privacy Policy complies with the provisions of the Protection of Personal Information Act, 4 of 2013 (the Act) and represents Aniware’s obligation to comply with its duties and responsibilities under the Act.
3. We will notify you of the following when collecting your personal information:
 - 3.1. The information being collected and the source from which it is collected when collected from another person;
 - 3.2. Your name and address;
 - 3.3. The purpose for which the information is being collected;
 - 3.4. Whether or not the supply of information by yourself is mandatory or voluntary;
 - 3.5. The consequences of a failure to provide the requisite information;
 - 3.6. Any particular law authorising or requiring the collection of the information;
4. Whether we intend to transfer the information to a third country or international organisation and the level of protection afforded to the information by the said third country or international organisation;
5. Any further information such as:
 - 5.1. the recipient of the information or with whom the information may be shared;
 - 5.2. the nature and category of the information;
 - 5.3. your right of access to and the right to rectify that information
 - 5.4. your right to object to the processing of your personal information; and
 - 5.5. the right to lodge a complaint with the Information Regulator and the contact details of the Information Regulator.
 - 5.6. If you have questions or concerns regarding this statement, you should please contact Customer Support by email on hello@aniware.co.za
6. Information Collection And Process
 - 6.1. The information we collect from you is collected for a specific, explicitly defined and lawful purpose related to the function and activity of Aniware as established in our Terms and Conditions for Use of this Site. You acknowledge and agree at Registration that we may collect this information from you in connection with or as a consequence of your use of our site, including, without limitation, the supply of the online trading services to you.
 - 6.2. Further to this the use of the documentation and the reason the information is built is for purely the purpose of FICA and should any fraudulent activity occur even though Aniware is not involved in the transaction we may refund the moneys back to a buyer or reserve the right to open any criminal charges and banned you from using the site.
 - 6.3. We will not sell, share, or rent this information to others in any way other than as disclosed in this privacy statement.
 - 6.4. We collect information from our users at several different points on our site. We collect information about your bidding, buying and selling activities if you choose to participate on our site as a result of you engaging in these activities, and also from ratings and comments received from other users regarding you engaging in those activities.
 - 6.5. We also collect information from any form of correspondence, such as emails and telephone conversations, from you or from a third party about you. We may also collect information from you if you choose to partake in special promotions with third parties on our site. This information will be shared with that third party, but only with your consent and for the purpose of that promotion.
 - 6.6. We will also collect financial information about you if you choose to bid for certain goods and services on our site, if you sell on our site, and also as set out in the Terms and Conditions of Use of this Site. We do charge fees for selling, and your payment information will be used to charge you accordingly. We may pass your payment information onto recognised third parties in certain cases, such as for charging you for selling and in those auctions where the services of shipping and delivery or fulfilment companies are offered to our users, but only in cases where our users have requested those services from us.
7. Registration
 - 7.1. We will process any and all personal information provided to us by yourself upon or during your use of this Site, such as that stipulated above, in accordance with the provisions of the Act.
 - 7.2. In order to use our site, you must first complete the registration form. When you register we collect personal information such as your name, address, email address, mobile number, and telephone number. We also collect additional information (such as How did you hear about us?, your interests), and unique identifiers (such as your company name and VAT number, if applicable).
 - 7.3. All information that is mandatory is made known on the registration form and is necessary to complete the registration process. You are encouraged to provide the additional, optional information specified on the registration form so we can provide you with a more personalized experience on our site.
 - 7.4. We may, at our sole discretion, request additional personal information from you. You may be required to confirm and certify such details as your identity, address and contact information for security and verification reasons. This information may include copies of ID documents, passports, utility bills, licenses,



- rights to sell or distribute a particular item or product, legal or financial documentation, or any other documentation related to your use of this website and/or app (but not limited to this).
- 7.5. We send all new members a welcoming email to verify password and username. Registered users will occasionally receive information on products, services, special deals, and a newsletter. Out of respect for the privacy of our users, our users have the option not to receive these types of communications (refer to our choice and opt-out section below).
8. Cookies and other tracking technologies
- 8.1. A cookie is a small data file that writes to your device in order to collect and remember certain information including personally identifiable information about the user. Cookies are used, but without limitation, to store your Alias/Username and Password so that you do not need to type these in each time you log in or make a bid, thereby saving time whilst on our site. If you reject cookies, you may still browse our site. However, in order to log in and bid or sell, cookies are required to be turned on.
- 8.2. There are two sorts of cookies used on our site: session cookies and persistent cookies. Once you close your browser, the session cookie simply terminates, whereas the persistent cookie remains to enable us to track and target your interests to enhance your experience on our site.
- 8.3. Aniware may make use of other tracking technologies including, but not limited to, web beacons which are small graphic images or other web-programming code included in webpages and email messages and/or embedded scripts placed on the website and/or app designed to collect information about your interactions with any given website and/or app. These technologies are used in order to collect certain information which may also include personally identifiable information for purposes such as fraud detection and improvement of our website and/or app amongst others.
- 8.4. Aniware employs the services of third parties in its use of the above technologies and whilst we take every precaution to ensure the loss, misuse, alteration and confidentiality of all information in our possession we have little control over information not in our possession. Third party cookies that Aniware employs include Facebook Analytics, Facebook and Insider. Aniware also makes use of anonymous UID tracking to allow Google and its services to personalise the advertisements that are shown to you. You can opt-out of Google's use of cookies by installing the Google Analytics opt-out browser add-on. A full list of cookies can be viewed in your Cookie Settings.
9. Manage Cookie Preferences
- 9.1. You can change your cookie preferences any time by viewing your Cookie Settings. This will let you revisit the cookie consent banner and change your preferences or withdraw your consent right away.
- 9.2. In addition to this, different browsers provide different methods to block and delete cookies used by websites. You can change the settings of your browser to block/delete the cookies. Listed below are the links to the support documents on how to manage and delete cookies from the major web browsers.
- 9.3. If you are using any other web browser, please visit your browser's official support documents.
10. Log Files
- 10.1. We collect statistical information about you from page hits. Every page, image or CGI program requested by your browser from our servers is logged in a log file, which also collects the following information: your remote IP address, the referring HTML page and the type of browser and computer that you are using. We use IP addresses to analyse trends, administer our site, track your movements, and gather broad demographic information for aggregate use. The statistical information we gather is used internally for marketing analysis. This information and IP addresses are not linked to personally identifiable information.
11. Sharing
- 11.1. If you successfully sell a product or successfully win an Auction, or are the runner up in an Auction where the winning bidder defaults, then your name, email address, phone number and fax number, payment details including credit card information and mailing address may be passed onto the other party involved in that Auction in accordance with the Terms and Conditions of Use of this Site. For example, if you bid on an Auction and win the Auction, your details will be passed onto the Seller of that item for auction. Similarly, if you are selling an item on Auction, your details will be passed onto the winning bidder of your Auction.
- 11.2. In the event of your personal information being transferred to the other party involved in the auction as above, Aniware is no longer responsible for and accepts no liability in respect of any of the circumstances listed in clause 1.4 of the Terms and Conditions for Use of This Site.
- 11.3. We have aggregated demographic information with our business partners and advertisers. Aggregated information is not personally identifiable, and your personal information will only be used as part of an aggregated compilation of information. Insofar as you are making an application for a loan or any other application for services that requires a valuation of your credit profile, your purchase history on Aniware will be disclosed to our business partners in order for our business partners to evaluate the risk in providing any such services, including but not limited to, third party financial services.
- 11.4. We will release information about you (as either the buyer or the seller) to the respective buyer or seller, as the case may be, in the following circumstances:
- 11.4.1. Where you, as the buyer or seller, are no longer contactable pursuant to a sale or purchase;
- 11.4.2. Where you are not fulfilling your obligations in terms of any sale between yourself and the buyer or seller as the case may be;
- 11.4.3. Where you, as the buyer or seller, are acting illegally or fraudulently.
- 11.5. This information will also, in addition to the above, only be released to the other party by ourselves:
- 11.5.1. upon a formal request by the buyer or seller, as the case may be, in terms of The Promotion of Access to Information Act;



- 11.5.2. the release of such information is reasonably necessary and appropriate to enforce or apply the Terms and Conditions of Use of This Site;
 - 11.5.3. the release of such information is reasonably necessary and appropriate to protect the rights, property or safety of Aniware, our users and others; and
 - 11.5.4. access to such information is not refused on any of the grounds for refusal set out in Chapter 4 of Part 3 of the Promotion of Access to Information Act.
 - 11.6. Upon a formal request by the buyer or seller, as the case may be, for access to your information for any of the reasons listed in clause 16.5.3 of our Terms of Use, we undertake to notify you of such request (via email) and should you fail to respond to such communication within 7 days of the delivery thereof, your information will be released to the said party.
 - 11.7. By consenting to this Privacy Policy at Registration, you hereby consent to the release of your information at the occurrence of any of those circumstances listed in clause 16.5.3 of our Terms of Use and upon any failure by yourself to respond to any notification of a request to your information by the buyer or seller as the case may be.
 - 11.8. You also agree that we will not be liable to you or any other person for any loss, damage, expense, or other amounts incurred, savings foregone, or hardship suffered, by any person however arising (including where the cause cannot be determined), through the release of your personal details, in the event of (a) and (b) above.
 - 11.9. We will also share information, including personally identifiable information about you, with our parent, subsidiaries and related entities in order to provide you with an international trading service. All these entities will treat your information according to this privacy policy and in the same manner they would treat their own users information.
12. Cross Border Flow of Information
- 12.1. We may share your Information with Buyers, Sellers, Users and Suppliers overseas which means we will share your personal information to foreign countries.
 - 12.2. We may transfer to and/or store your Information to companies and/or persons for the purposes of collection provided in this Privacy Policy in foreign countries. We will ensure that such jurisdictions have adequate levels of protection with regards to the protection of personal information or data legislation.
 - 12.3. If the location that information is transferred to or stored does not have substantially similar laws which provide for the protection of our personal information, we will take the necessary steps to ensure that your personal data is protected in that jurisdiction.
 - 12.4. We will only do so if we have your consent and are bound by contract, in order to ensure the protection of your privacy and personal information when transferring and storing your personal information,
13. External Links
- 13.1. This website contains links to other third party sites. Please be aware that we are not responsible for the privacy practices or content of such other sites. We encourage you to be aware when you leave our site and to read the privacy statements, terms of use and protection of personal data information of each and every website that collects personally identifiable information. This privacy statement applies solely to information collected by this site and/or our app.
14. Newsletters
- 14.1. If you wish to subscribe to our newsletters, we ask for contact information such as email addresses. However, it is completely at your discretion to be removed from such a list as set out in our choice and opt-out section below.
15. Site And Services Updates
- 15.1. We also send you site and services announcement updates. You are not able to un-subscribe from these because they contain important information about our site and our services.
16. Surveys And Contests
- 16.1. From time-to-time we request information from you via surveys or competition. Participation in these surveys or competitions is completely voluntary and you therefore have a choice whether or not to disclose any information to us. Information requested may include contact information (such as email addresses) and demographic information. We partner with third parties for supplying prizes for our contests, but no information is shared with these third parties.
 - 16.2. Contact information will be used by us to notify the winners and award prizes in relation to our competitions, and also for promotional mailings. Survey information will be used for the purposes of monitoring or improving the use and satisfaction of this site. Registered users of our site will be automatically entered into some of our contests, thereby providing them with more opportunities to win.
17. Public Forums
- 17.1. If we make chat rooms and message boards available to our users, please remember that any information that is disclosed in these areas becomes public information. You should therefore exercise caution when deciding to disclose your personal information. We may, from time to time, monitor private messages and communication between users using our forum posts and private messaging system, to ensure security and policy adherence.
18. Security
- 18.1. We take every precaution to prevent the loss, misuse and alteration of all information under our control. When you submit sensitive information via our site, your information is protected both online and offline.
 - 18.2. When our registration form asks you to enter personal information or data (such as credit card number), that information is encrypted and is protected using SSL.



- 18.3. While we use encryption to protect sensitive information online, we also do everything in our power to protect user information off-line. The servers that we store personally identifiable information on are kept in a secure environment.
- 18.4. We continually review our security practices to ensure that we are up to date with industry best practice. However, our security measures are not impenetrable.
- 18.5. If you have any questions about the security at our site, you can send an email to hello@Aniware.com.
19. Choice/Opt-out
 - 19.1. If you no longer wish to receive our newsletters, information about products and services and special deals, surveys, promotional materials from us or our partners, or push notifications in your browser, you may opt-out of receiving these communications by following the unsubscribe instructions in the relevant email or by emailing us at hello@Aniware.co.za or disabling push notifications through your browser.
20. Correction/Updating Personal Information
 - 20.1. If your personally identifiable information changes (such as your email address), or if you no longer desire to use our services, you may correct, update or remove your personal data provided to us. This can be done at the member information page or by emailing our Customer Support at hello@Aniware.co.za.
 - 20.2. Should you wish us to remove your personal data provided to us, we will delete your account. However, records of your personal information will be retained for a period of 5 years as required for lawful purposes related to our functions and activities and for statistical purposes in accordance with the Protection of Personal Information Act. This information will merely be retained and not used, shared or sold.
21. Anti-Spam Policy
 - 21.1. We are committed to permission-based email marketing practices, and have established this no-tolerance Anti-Spam Policy. We may update this policy and provide notice of any changes on its home page. Your use of this website and/or app constitutes your acceptance of the terms and conditions of our Anti-Spam Policy.
 - 21.2. Spam is commercial email or unsolicited bulk email, including junk mail, which has not been requested by the recipient. Spam is the opposite of permission-based email.
 - 21.3. If you believe that you have received Spam connected to Aniware in any way, send a complaint including the unsolicited email, to Aniware abuse. You may also provide any other information that you believe may help a Aniware investigation. We do not investigate or take any action based on anonymous Spam complaints.
 - 21.4. Individuals who register on Aniware, and provide their email address, consent to Aniware sending information on Aniware related information, products and services to said email address. In order to protect your privacy, we do not sell, share or trade our subscriber list with anyone for any reason and you may unsubscribe at any time.
22. Data Retention
 - 22.1. We keep your personal information for as long as is required or permitted by law or a contract and/or depending on our interactions with us, records of your personal information will be retained as required for lawful purposes related to our functions and activities, for statistical purposes, for evidentiary purposes, for a further period with your consent or for security and fraud prevention purposes. This information will merely be retained and not used, shared or sold.
23. Minors
 - 23.1. In terms of our Terms and Conditions, persons under the age of 18 may only use our website and/or app with the required consent from a parent and/or guardian.
24. Disclaimer
 - 24.1. The use of our website and/or app and is at your own risk. You will assume responsibility for any risk or loss arises from the use of our website and/or app and or dependency on information on our website and/or app.
 - 24.2. We take all reasonable steps to make sure any information and/or content on our website and/or app is correct and clear. However, we make no representations or warranties (express or implied) as to the functionality, standard, availability, accessibility, and accuracy of our website and/or app and or any correctness of content and information of our website and/or app. We will not be bound if any representations or warranties are made on our website and app or by our representatives.
 - 24.3. We will not be liable unless otherwise provided by law If any damage, loss or expenses (direct or indirect), whether consequential in nature, arising out of or in connection with your access and use of the website and/or app.
25. Notification of Changes to Our Privacy Policy
 - 25.1. If we decide to change our privacy statement, we will post those changes on our Homepage and in our newsletter so you are always aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it.
26. Governing law
 - 26.1. This Privacy Policy and any dispute or claim arising from this Privacy Policy fall under the law of South Africa.
27. General
 - 27.1. If we or you do not enforce any right in terms of this policy, it will not constitute a waiver of that right.
 - 27.2. If any provision of this Privacy Policy is judged to be illegal, void or unenforceable due to applicable law or by order of a court of a competent jurisdiction the offending provision shall be deemed severable from the remaining terms of this policy and deleted. The unaffected portions of this policy will continue to be in full force and effect and the remainder of the provisions will not be prejudiced.



28. Your Rights

28.1. Changing your Information

28.1.1. It is important that your personal information is up-to-date and accurate. Please keep us informed if your personal information changes by signing into your account on our website and/or app.

28.1.2. At any time, you may review or update personal information that we hold about you, by creating and/or signing into your account on our website and/or app.

28.1.3. To obtain a copy of any information that is not provided on our website and/or app, please have a look at our PAIA manual to contact us to make that request.

28.1.4. After receiving the request in terms of our PAIA manual, we will tell you when we expect to provide you with the information, and whether we require any fee for providing it to you.

28.2. Removing your information

28.2.1. Please contact us to make your request if you would like us to remove personally identifiable information from our website and/or app. However, removing your personal information may limit the service we can provide to you.

28.3. Verifying your information

28.3.1. We take reasonable steps to verify your identity when we receive any request to access, edit or delete personal identifiable information before granting you access or otherwise taking any action. This is important to safeguard your information.

28.4. Contacting us

28.4.1. If you have any questions about this privacy statement, any questions regarding access to and the protection of your personal information, the practices of this site, or your dealings with us, you can contact us on hello@Aniware.co.za, alternatively, click here to view our PAIA manual which contains information regarding access to and the protection of your personal information.

