

PRIVACY POLICY

THIS STATEMENT SETS OUT THE POLICY OF ALISOM COMMUNICATIONS (PTY) LTD IN CONNECTION WITH THE COLLECTION AND USE OF YOUR PERSONAL DATA THROUGH OUR WEBSITE AND OUR APPS.

1. General Statement of Principle

- 1.1. This Privacy Policy applies to the use and processing of personal information collected and used by AliSom Communications (Pty) Ltd.
- 1.2. Personal information is information, or any combination of separate pieces of information, that could be used to identify you.
- 1.3. Should you have any queries in respect of this statement or our use of personal data, please contact the AliSom Communications (Pty) Ltd Data Protection Officer at privacy@alisom.co.za.

2. Information collected

There are two broad categories of personal data held by AliSom. They are personal data contained in:

- 2.1. Customer files and records, which include records containing information supplied by visitors to our Website or users of our Apps or otherwise voluntarily supplied to AliSom by clients, potential clients or end users; and
- 2.2. Other records, which include administration, financial and operational files and personal data provided to AliSom in respect of promotional, operational and administrative activities (including the personal data of service suppliers to AliSom).

3. Purpose of Holding Your Personal Data

AliSom holds your personal data for the following purposes:

- 3.1. Customer files and records are kept for the purpose of facilitating the provision of information to you about AliSom and its Apps, including its services and products and related activities offered to users of AliSom services and products;
- 3.2. Other records are kept for various purposes which vary according to the nature of the record, such as administration of office functions and activities, promotional and marketing activities, selection of service suppliers, and so forth; and
- 3.3. Records which relate to your subscription of our Apps / services.

4. How We Collect Personal Data

- 4.1. While browsing an internet site or App store, collection of personal data without a user's express consent will occur. We confirm that the sites / services provided by us:
 - 4.1.1. do not use IP address (Internet Protocol Addresses) to collect information. However, IP addresses are stored in navigation information;
 - 4.1.2. use navigation data as aggregate data for statistical purposes only;
 - 4.1.3. use cookies to improve browsing, but not for statistical purposes. You may disable the use of cookies, but this may impair your ability to browse this web site; and
 - 4.1.4. do not use internet tags.
- 4.2. We apply the following policy to the active collection of personal data:
 - 4.2.1. E-Mail: Data received by e-mails sent to the Website are used to reply to requests in those e-mails and are then stored for statistical purposes.
 - 4.2.2. Mailing List: Names are included in mailing lists only if the express consent of the recipient has been obtained.
 - 4.2.3. Registration / Subscription:

- 4.2.3.1. Data received upon completion of App registration /subscription are used for the purposes of your effective utilisation of the App; and
- 4.2.3.2. Data received upon completion of on-line forms are used to reply to requests for services set out in those on-line forms.
- 4.2.4. Personal data is also collected by AliSom Ltd when it receives forms, applications, correspondence and other documents from its users and other individuals.

5. How We Use Your Personal Data

AliSom may use your personal data to:

- 5.1. provide you with information about AliSom products and services and related activities offered to users of AliSom;
- 5.2. liaise with content providers, vendors and other service providers to AliSom (including agents, introducers, lawyers) in connection with the services provided to you;
- 5.3. verify your identity;
- 5.4. develop new products and services;
- 5.5. confirm payment details with banks or credit card companies;
- 5.6. send you, upon your prior consent, information about other services provided by AliSom;
- 5.7. liaise with government and regulatory authorities as required by law;
- 5.8. protect and defend the rights of AliSom or other third parties, or to enforce the terms and conditions that apply to our website or Apps; and conduct other activities of AliSom required or permitted by law.

6. Who Can We Disclose Your Personal Data?

Your personal data may be disclosed by AliSom to:

- 6.1. other companies in the AliSom Ltd group;
- 6.2. professional service providers to AliSom (such as agents, legal advisers, financial advisers, and other professionals);
- 6.3. service providers to AliSom in connection with the maintenance and operation of our website and Apps;
- 6.4. government and regulatory authorities as required by law; and
- 6.5. other persons who are under a duty of confidentiality to AliSom, or to lawful successors and assigns of AliSom.

7. Access to Your Personal Data

7.1. You have a number of rights in relation to the information that we hold about you. These rights include:

- 7.1.1. the right to access information we hold about you and to obtain information about how we process it;
- 7.1.2. in some circumstances, the right to withdraw your consent to our processing of your information, which you can do at any time. We may continue to process your information if we have another legitimate reason for doing so;
- 7.1.3. in some circumstances, the right to receive certain information you have provided to us in an electronic format and / or request that we transmit it to a third party;
- 7.1.4. the right to request that we rectify your information if it's inaccurate or incomplete;
- 7.1.5. in some circumstances, the right to request that we erase your information. We may continue to retain your information if we're entitled or required to retain it;
- 7.1.6. the right to object to, and to request that we restrict, our processing of your information in some circumstances. Again, there may be situations where you object to, or ask us to restrict, our processing of your information, but we're entitled to continue processing your information and/or to refuse that request.

- 7.2. You can exercise your rights by contacting us using the email “privacy@alisom.co.za”. You also have a right to complain to the data protection regulator in the country where you live or work.
- 7.3. However, if you withdraw your consent, then AliSom may not be able to provide services to you or to contact you.

8. Data transfers

- 8.1. We may transfer the personal information we collect about you to recipients in countries other than the country in which the information originally was collected. Those countries may not have the same data protection laws as the country in which you initially provided the information. When we transfer your information to recipients in other countries: (i) we will perform those transfers in accordance with the requirements of applicable law; and (ii) we will protect the transferred personal information in accordance with this Privacy Policy.
- 8.2. We shall implement a General Data Transfer Agreement, procedures and controls to help ensure that personal information is protected no matter what country it is stored in or transferred to.

9. Children's Privacy

Our Sites are not directed to children under the age of fifteen and we do not knowingly collect personal information from children under the age of fifteen on our Sites.

10. Data Protection Officer

- 10.1. If you have queries concerning your personal data (including requesting access to, or correcting the details of, your personal data), you should contact:

The Data Protection Officer
AliSom Communications (Pty) Ltd
17 Impala Avenue
Doringkloof
Centurion
South Africa

11. Governing Law and Jurisdiction

The terms and conditions of use of the Website and Apps shall be governed by and construed in accordance with the laws of South Africa and AliSom and the client / user irrevocably submit to the exclusive jurisdiction of the Courts in South Africa and waive any objection to any legal action or proceedings in such Courts on the grounds of venue or on the grounds that the proceedings have been brought in an inconvenient forum or on any other grounds whatsoever.

12. Disclaimer

- 12.1 You acknowledge that:
 - 12.1.1. the information contained in our website, Apps, AliSom emails and such other material issued in connection therewith (the “Content”) are for information purposes;
 - 12.1.2. the Content is provided on an “as is” basis and by way of a summary and we do not guarantee the accuracy, completeness, or timeliness of the Content;
 - 12.1.3. the Content may be subject to the terms and conditions of other agreements to which we are a party;
 - 12.1.4. the Content does not guarantee or promise better performance;
 - 12.1.5. the Content should not solely be relied upon in the improvement of your game. There is no substitute for hard work;
 - 12.1.6. all plans, techniques, drills and specifications in the Content are intended as a guide only and are subject to such variations, modifications and amendments as may be

required by the relevant authorities or the relevant developer's consultants or coaches or trainers;

12.1.7. all renderings and illustrations in the Content are artists' impressions only; and

12.1.8. the Content is not intended for use by, or distribution to, any person or entity in any jurisdiction or country where such use or distribution would be contrary to law or regulation.

12.2. Accordingly, you assume all responsibility and risk for reliance upon and the use of the Content and, we, our agents, directors, officers, employees, representatives, successors, and assigns expressly disclaim any and all responsibility for any direct or consequential loss or damage of any kind whatsoever arising directly or indirectly from:

12.2.1. the use of the Content;

12.2.2. reliance on any information contained in the Content;

12.2.3. any error, omission or inaccuracy in any such information; or

12.2.4. any action or non-performance resulting from the foregoing.

12.3. This exclusion clause shall take effect to the fullest extent permitted by applicable laws.

13. Professional Advice

13.1. Any statement contained in the Content is made on a general basis and we have not given any consideration to nor have we made any investigation of the specific objective or particular need of any user or reader, any specific person or group of persons.

13.2. You are advised to make your own assessment of the relevance, accuracy and adequacy of the information contained in the Content. You should obtain your own independent professional advice from time to time.

14. Third Party References

References to third party publications are provided for your information only. The content of these publications are issued by third parties. As such, we are not responsible for the accuracy of information contained in those publications, nor shall we be held liable for any loss or damage arising from or related to their use.