

## **ALPHACODE PRIVACY POLICY**

### **1. Introduction**

- 1.1 This AlphaCode Privacy Policy sets out how we process personal information (as described in section 3 below) ("**Personal Information**"), during and after we collect it from you or during and after your use of the AlphaCode website: [www.alphacode.club](http://www.alphacode.club) (the "**Website**" or "**AlphaCode Website**").
- 1.2 In this Privacy Policy:
- 1.2.1 Personal Information refers to information about an identifiable, living, natural person, such as your name and surname, date of birth, contact details (e.g. your home address, postal address, e-mail address or phone number), and other information that can be used to identify you or is held in association with information that can be used to identify you.
- 1.2.2 Personal Information also includes any information about an identifiable juristic person or other legal entity (such as a company or trust) and includes registration numbers, registered addresses, financial information, and other information that can be used to identify the juristic person or legal entity or is held in association with information that can be used to identify the juristic person or legal entity;
- 1.2.3 the word "process" includes to collect, get, receive, record, organise, collate, store, update, change, retrieve, read, process, use and share; and
- 1.2.4 references to "we", "our" or "us" means Alphacode Proprietary Limited (registration number: 2015/090504/07), a private company incorporated in accordance with the laws of South Africa, operating from from 3rd Floor, 2 Merchant Place, Cnr Fredman Dr / Rivonia Rd, Sandton, 2196.
- 1.3 Please read this Privacy Policy completely and carefully. **This whole Privacy Policy is important, but there are especially important provisions in paragraphs 7, 13 and 14 in which you make promises, give up rights, and take on risks and liability.**
- 1.4 **By using the AlphaCode Website or applying to become a member of the AlphaCode Club, you are agreeing that we may process Personal Information in the way set out in this Privacy Policy.** Queries can be

addressed to us at the contact information provided at the end of this Policy. This Privacy Policy is subject to the laws of South Africa.

## 2. How do We Receive Personal Information?

2.1 We may receive Personal Information about you or from you in several ways. These include:

2.1.1 when you access, log-into or use the AlphaCode Website;

2.1.2 when you apply to become a member of the AlphaCode Club and during the course of your membership of the AlphaCode Club;

2.1.3 when you visit the AlphaCode Clubhouse or use the facilities or other benefits offered or made available by the AlphaCode Club;

2.1.4 when you phone us or exchange or send us correspondence;

2.1.5 you submit Personal Information to us for any other reason, or authorize third parties to do so.

2.2 Some of the information we receive is Personal Information, and some is non-personal information that becomes personal if it is connected to you or to another person or legal entity. In some circumstances we will de-identify, anonymise or segregate information so that we may make use of it in aggregate form without treating it as Personal Information.

## 3. What Information do We Receive?

The following are example of the kinds of Personal Information we may receive from you:

3.1 In order to apply to become a "Green Member" you must provide us with an e-mail address, name, surname, location and contact details including your Skype name, LinkedIn address, Twitter handle, Facebook address, and Website URL. We will also require the name of your company if applicable and your designation in the company. If you do not wish to provide this information to us, then you will not be able to register as a Green Member.

3.2 In order to apply to become a "Gold Member" you must provide us with an e-mail address, name, surname, ID number/passport number, whether you are a South African resident and contact details including your Skype name, LinkedIn address, Facebook address, Slack profile, Twitter handle and

physical address. We will also require the name of your company, your designation in the company, its registration number, a contact number, the company street address, website URL, the founding year, the countries in which the company operates and its digital presence and locations, the products or services which it offers, what industry the company is part of, the founding team's names and roles, details of the board members, whether the company has a revenue, generally which revenue band the company falls into, and a secondary person's name and surname and their designation. We further require details regarding the company's BEE status, whether the company already has funding and details of any funding. If you do not wish to provide this information to us, then you will not be able to register as a Gold Member.

- 3.3 Other Account Information: date of birth, gender, unique identifier, profile picture(s), physical location, full contact details, and other information you may be asked to provide from time to time as part of your account.
- 3.4 Log information: This may include your "site activity information", such as details of how, when and for how long you accessed and used the AlphaCode Website and other site traffic and usage information, URLs, which pages you accessed, the number of pages viewed and the order of those pages, the amount of time spent on those pages, the number of clicks, which video you watched, when and how long you watched, how you interacted with other Website users, and exit pages (i.e. sites which you navigated to when leaving the Website).
- 3.5 Profile information: We may create a profile about you that will be linked to your Membership. We may process information and usage data to make targeted recommendations to you and to design Member Benefits.
- 3.6 Guest information: We may obtain details of people that you wish to allow to use the Member Benefits
- 3.7 Other Information: You may also provide us with information about your partners, suppliers, customers, financiers, personnel, financial situation, business, business plans, products and services and Broad-based Black Economic Empowerment certificates where applicable.
- 3.8 Information updates: We may from time to time also obtain updates to the information you gave us when you applied to be a member of the AlphaCode Club and to the other information referred to in this paragraph 3.

3.9 **Children:** the Website is not targeted at children under the age of 18. We do not knowingly allow persons in this age group to become members of the AlphaCode Club or use the AlphaCode Website or any other member benefits

#### 4. **How We Use your Personal Information**

4.1 We generally use the information we collect to provide, maintain, and improve the AlphaCode Club, the AlphaCode Website and the facilities, services, products and content we provide or make available, to develop new services, and to protect our services and our users.

4.2 In detail, we may use Personal Information about you or which we receive from you:

4.2.1 to provide you information and to fulfil your requests;

4.2.2 to consider your applications for membership of the AlphaCode Club;

4.2.3 to establish, verify or authenticate your identity;

4.2.4 to administer and operate the AlphaCode Club and the member benefits which we make available, including also to make member benefits available to you and your guests;

4.2.5 to maintain and update our own or our affiliates' customer, or potential customer, databases;

4.2.6 to diagnose and deal with technical issues, and other queries;

4.2.7 to detect, prevent or deal with actual or alleged fraud, security or the abuse, misuse or unauthorised use of the AlphaCode Club, the AlphaCode Website, member benefits and/or contravention of this Privacy Policy;

4.2.8 to conduct market research surveys, research and development;

4.2.9 to provide you with the latest information about the AlphaCode Club, or the facilities, products, services, events and other member benefits on offer, subject to your communications preferences;

4.2.10 to communicate with you and maintain records of our communications with you, which also includes to inform you about any changes to the AlphaCode Website, our products and services and the Member

Benefits, or changes to the terms and conditions of any agreement we have with you;

- 4.2.11 to fulfil any contractual obligations we may have to you or any third party;
- 4.2.12 to improve the AlphaCode Club and improve your user experience and the overall quality of the member benefits and the AlphaCode Club;
- 4.2.13 to compile, use, disclose and trade with non-personal statistical information about users and members of the AlphaCode Club or the AlphaCode Website, habits, patterns, preferences, and demographics which we may use to develop, provide, administer and improve the AlphaCode Club, the AlphaCode Website and the member benefits,
- 4.2.14 in order to enforce or apply any contract between you and us;
- 4.2.15 for security, administrative and legal purposes; and
- 4.2.16 other activities not specifically mentioned that are lawful, reasonable, and relevant to the activities of the AlphaCode Club and provided that we will comply with applicable laws in doing so.

4.3 We may also use your Personal Information in any other way which you may agree with us from time to time.

4.4 We will seek your permission before using your Personal Information for any other purposes that are incompatible with what we have outlined above.

## 5. **Sharing of Personal Information**

5.1 We will not intentionally disclose your Personal Information to third parties other than as set out in this Privacy Policy below or with your permission.

5.2 We may share Personal Information with third parties under the following circumstances:

5.2.1 for reporting purposes under any laws;

5.2.2 to our affiliates, which includes our holding companies and subsidiaries, for purposes of reporting to them on the activities of the AlphaCode Club and telling them who the members of AlphaCode are. We will ensure that these affiliates are bound to honor the requirements of this Privacy Policy;

- 5.2.3 to our affiliates, which includes our holding companies and subsidiaries, and trusted third parties acting exclusively at our instruction, and who are bound to honor the requirements of this Privacy Policy;
- 5.2.4 to our employees, contractors, suppliers and agents if and to the extent that they need to know that information in order to process it for us and/or to provide products or services for or to us and/or to make Benefits Available to you and/or to deal with matters related to your membership of the AlphaCode Club or your use of the member benefits and facilities. Such persons may be disciplined, their contracts terminated or other appropriate action taken if they fail to meet their obligations.
- 5.2.5 in order to enforce or apply any contract between you and us;
- 5.2.6 in order to protect our rights, property or safety or that of our customers, employees, contractors, agents and any other third party;
- 5.2.7 in order to mitigate any actual or reasonably perceived risk to us, our customers, employees, contractors, agents or any other third party;
- 5.2.8 to any third party who acquires (or proposes to acquire) ownership or control of our assets, shares or management, or that of our affiliates, whether by sale, merger, acquisition or otherwise, and/or to any third party from who we acquire (or propose to acquire) ownership or control of assets, shares or management, whether by purchase, merger, acquisition or otherwise, subject to confidentiality provisions consistent with this Privacy Policy;
- 5.2.9 to governmental agencies, stock exchanges and other regulatory or self-regulatory bodies if we are required to do so by law or if we reasonably believe that such action is necessary to:
- 5.2.9.1 comply with the law or with any legal process;
- 5.2.9.2 protect and defend the rights, property or safety of the AlphaCode Website, the AlphaCode Club, our affiliates or our customers, employees, contractors and agents or any third party;
- 5.2.9.3 detect, prevent or deal with actual or alleged fraud, security or technical issues or the abuse, misuse or unauthorised use of our site and/or contravention of this privacy policy; and/or

- 5.2.9.4 protect the rights, property or safety of members of the public (if you provide false or deceptive information about yourself or misrepresent yourself as being someone else, we may proactively disclose such information to the appropriate regulatory bodies and/or commercial entities).

## 6. Transfer of your Personal Information to Other Countries

- 6.1 We generally store your Personal Information on our own servers or in those of service providers that we retain to enable our services across jurisdictions.
- 6.2 If the location to which Personal Information is transferred does not have substantially similar data protection law to that of South Africa, we will take legally-required steps to ensure that your Personal Information is adequately protected in that jurisdiction.

## 7. Security

- 7.1 We take reasonable technical and organisational measures to secure the integrity of information, using accepted technological standards to prevent unauthorised access to or disclosure of your Personal Information; and to protect your Personal Information from misuse, loss, alteration or destruction.
- 7.2 Even by taking these and other confidential measures when processing Personal Information, no company can ever guarantee that any system is 100% secure, only that we are using all reasonable means to keep it safe while it is in our custody.

**The provisions of paragraph 7 are important because they limit and exclude obligations, liabilities and legal responsibilities that we may otherwise have to you. Because of this paragraph, your rights and remedies against us and other persons and entities are limited and excluded. This paragraph also limits and excludes your right to recover or make claims for losses, damages, liability or harm that you or others may suffer. These provisions state that you know and accept that the Internet is not absolutely secure and that there are risks that Personal Information will not be secure when transmitted over the Internet.**

## 8. Data Retention

- 8.1 We may retain all Personal Information that we collect from you so long as it remains necessary for the purposes for which it was collected unless there is a valid technical, legal or business reason for us to delete, destroy or de-identify it.

8.2 Further, we may keep some or all of your Personal Information for as long as we are required by law, a code of conduct or we reasonably need it for lawful purposes related to our functions and activities; we reasonably need it for evidentiary purposes; or you agree to us keeping it for a specified period.

## 9. **Data Quality**

9.1 To the extent required by law, we will take steps to ensure that your Personal Information is accurate, complete, not misleading, and up to date having regard to the purpose for which the information was collected or used.

9.2 You must let us know if you believe any information we have about you is incorrect, incomplete, misleading or out of date.

9.3 You may request that your Personal Information be deleted if it is no longer required for the purposes for which it was collected or required by us in terms of any applicable law.

## 10. **Direct marketing**

10.1 When you apply to be a member of the AlphaCode Club or register in any other way with us, you will receive marketing communications from us. You will have the choice whether to receive newsletters from us.

10.2 You may refuse to accept, require us to discontinue, or pre-emptively block any approach or communications from us if that approach or communication is primarily for the purpose of direct marketing.

10.3 You may opt out of receiving direct marketing communications from us at any time by asking us (in any manner, whether telephonically, electronically, in writing or in person) to desist from initiating any direct marketing to you.

## 11. **Your Controls**

11.1 You should remember that you have basic rights and responsibilities with respect to your Personal Information. For example, you may:

11.1.1 request that we indicate to you what Personal Information of yours we have on our systems, subject to legal requirements;

11.1.2 request that we correct or update your Personal Information or to destroy or delete your Personal Information, subject to legal requirements;



- 11.1.3 object to any unlawful processing of your Personal Information; and
- 11.1.4 refuse the processing of your Personal Information for direct marketing purposes (see paragraph 10 above).
- 11.2 As far as the law allows, we may charge a fee for attending to any of your requests above and/or provide a reason why we cannot accommodate the request.

## 12. **Third-party sites**

- 12.1 We are not responsible for the privacy practices of a third-party site to which there may be a link on the Website or to which you may log in from the Website.
- 12.2 We advise you to read the privacy policy of each site that you visit and to determine your privacy settings in accordance with your personal preferences.

## 13. **You give up your rights**

- 13.1 You agree that where the law requires us to make you, or other people or organisations whose Personal Information you give us, aware of something (to inform or notify you) or to do something else, we do not have to do this. This only applies as far as the law allows this.
- 13.2 For example, sometimes the law says that we have a duty to make you aware of some information or other matters, unless you agree that we do not need to do these things (this is called a waiver of rights). Because you agree to this, we will not have this duty anymore and will not need to make you or any other person or company aware of the information or other matters.
- 13.3 You give us this agreement on your own behalf as well as on behalf of other people or organisations whose Personal Information you give us.

**Paragraph '13 You give up your rights' is important. It:**

- **limits or excludes our responsibility and liability to you;**
- **limits or excludes your rights and remedies against us; and**
- **makes you take on liability and risks**

**You know and accept that you are giving up your privacy rights and the privacy rights of the people or companies whose Personal Information you give us. This means that you cannot take action against us for using the Personal Information in the way set out in this Privacy Policy, even if you or others suffer loss or damages.**

#### 14. Confirmation of your authority

- 14.1 You promise that you have the authority to allow us to do all these things with the Personal Information we receive about you and which we get from you, as set out in this Privacy Policy. This also applies to your Personal Information and the Personal Information of other people or companies that we get from you.
- 14.2 You also promise that you have the authority to agree to give up your rights and the rights of the people and companies whose Personal Information we get from you, in the way set out in paragraph 13.
- 14.3 To the fullest extent permitted by law, you irrevocably agree to indemnify and hold us and our affiliates, which includes our holding companies and subsidiaries, harmless from and against any and all claims, damages, losses and liabilities which may be suffered by us or others of whatever nature arising from your failing to possess the authority referred to paragraphs 14.1 and 14.2.

**Paragraph '14 Confirmation of your authority' is important. It contains statements and acknowledgments of fact and promises by you. You must read these statements carefully as you will not be able to deny the truth of the statements or that you were not aware of the statements. We may claim and other rights against you as a result of these statements or if these statements are not true.**

**You will also be responsible for any loss or damage we suffer because you did not have the authority and where we relied on your promise that you had authority. For example, if your Authorised Representative, or members of your Organisation take action against us for using or disclosing their Personal Information.**

**Paragraph 14 requires you to indemnify and hold harmless us and other persons or entities against claims, loss, damages, and harm that that may be suffered by us and other persons or entities. You are also required to indemnify us and other persons and entities against claims for loss, damages, and harm that that may be made by any person or entity. This places various risks, liabilities, obligations and legal responsibilities on you. You will be responsible and liable for the payment of the value of the claims, loss, damages, and harm that that may be suffered or claimed by us or these other persons or entities**

#### 15. Changes to this Privacy Policy

We may change this Privacy Policy from time to time. If we do so, we will post the revised policy on the Website and take reasonably practicable steps to

ensure that you are aware of the updated Privacy Policy. AlphaCode Members will also be requested to agree to any changes when they log into the AlphaCode Website.

## 16. **Queries**

16.1 If you have questions about our Privacy Policy, please contact us at [info@alphacode.club](mailto:info@alphacode.club). We are located at:

3rd floor

2 Merchant Place

Corner Fredman Drive and Rivonia Road

Sandton

2196