

TERMS AND CONDITIONS AND PRIVACY POLICY

QUANTAKOM (PTY) LTD

(Registration No: **2023 / 657045 / 07**)

of **17 SHIFA ROAD, AVOCA, DURBAN, 4051, SOUTH AFRICA**

(as the **“Company”**)

- 1 In terms of Section 11 of the Electronic Communications and Transactions Act 25 of 2002, as amended (“ECTA”) these Terms and Conditions (“T&C’s”) are binding and enforceable against all persons that access the Quantakom Platform (the “Platform”) or any part thereof or make use of the Platform.
- 2 If you do not agree with the T&C’s, do not accept and do not click the accept box. Leave immediately and terminate use of the Platform. Any delay in leaving and terminating use of the Platform shall be regarded as the User’s full and unconditional understanding and acceptance of these T&C’s.

3 DEFINITIONS AND INTERPRETATIONS

In these T&C’s, unless the context indicates that some other meaning is intended:

- 3.1 **“User”** means a “Registered User” who has completed the electronic registration on the Platform as a User who is a natural or a juristic person;
- 3.2 **“Administrator”** means a Registered User who has been granted elevated privileges to post messages, upload files and create events on the Platform;
- 3.3 **“Platform”** means the ‘Quantakom’ Mobile Application which may be downloaded from either the Google Play Store, Apple App Store or Huawei AppGallery and includes the Website;
- 3.4 **“quantakom.net”** is the **“Website”** in relation to the Platform and means the website hosted on the domain quantakom.net;

- 3.5 “**School**” means the educational institution to which the User him/herself or his/her child attends as a “**Student**” and/or “**Learner**” ;
- 3.6 Any words indicated with inverted commas and starting with a capital letter shall bear the definition of the phrase or concept immediately preceding same as if it were included as a definition in terms of this clause;
- 3.7 References herein to the singular include the plural and vice versa;
- 3.8 Hyperlinks have been used in these T&C’s. The fact that some or all of the hyperlinks may be non-operational shall not play a role in the determination of the validity and interpretation of these T&C’s;
- 3.9 The Company will respect the privacy of the Registered Users and will take reasonable measures to protect it, as more fully detailed below;
- 3.10 When registering on the Platform the Company will require that Registered Users provide it with personal information;
- 3.11 Should the Registered User’s personal information change, the Registered User shall inform the Company and provide it with updates to his/her/its personal information as soon as reasonably possible to enable the Company to update such personal information; and
- 3.12 The Registered User may choose to provide additional personal information to the Company, in which event the Registered User agrees to provide accurate and current information, and not to impersonate or misrepresent any person or entity or falsely state or otherwise misrepresent their affiliation with anyone or anything.

4 PURPOSE AND MANNER OF PERSONAL DATA COLLECTION AND USE

The Company collects and processes personal data in accordance with the provisions of the European Union General Data Protection Regulation (“GDPR”) and Protection of Personal Information Act, No 4 of 2013 (“POPIA”), as amended and other regulations in force in the Republic of South Africa.

5 PRIVACY STATEMENT IN TERMS OF THE GDPR AND POPIA

5.1 The following data will be collected:

5.1.1 The Registered User’s/Administrator’s:

5.1.1.1 First Name

5.1.1.2 Last Name

5.1.1.3 Date of Birth and Identity Number

5.1.1.4 Gender

5.1.1.5 Email Address

5.1.1.6 Phone Number

5.1.1.7 Physical and Postal Address

5.1.1.8 Emergency Contact Name, Contact Number and Relationship to the Learner concerned

5.1.1.9 The Name of the School

5.1.1.10 The Learner’s Grade and Class

5.1.1.11 The Full Name of the Learner’s Legal Guardian(s)

5.1.1.12 The Phone Number of the Learner’s Legal Guardian(s)

5.1.1.13 The Occupation of the Learner’s Legal Guardian(S)

5.1.2 Username, Device Model, Operating System, App Session Duration, App-related Analytics, IP address, non-personal browsing habits and click patterns.

5.1.3 In the case where a Learner is under the age of 13 (thirteen) years, the Learner’s Legal Guardian shall be required to Register on behalf of the Learner as a User and /or to act on the Learner’s behalf and may include making use of the Platform on the Learner’s behalf.

- 5.1.4 Use of the Platform is free of charge however there shall then be advertising on the Platform by third parties. Where the School elects an advertisement free Platform, there shall be a download charge to the School.
- 5.1.5 As and when necessary, the Company may electronically collect, store, disclose and/or use the personal information.
- 5.1.6 Information collected from Registered Users is required to utilise the functionality of the Platform and such information shall not be used for any other purpose without the Registered User's prior consent.
- 5.1.7 Anything that is posted on the Platform by an Administrator is publicly viewable to all Users of the Platform. As such, Administrators hereby give consent to the Platform to distribute posted messages, uploaded files and published events to all Users of the Platform.
- 5.1.8 All information collected is kept strictly confidential, and all reasonable steps are taken to ensure that information is secured in storage until ultimate destruction. It will not be shared with any third party without the prior written consent of the Registered User.
- 5.1.9 The Company shall take all reasonable steps to protect the personal information of Registered Users and is committed to respecting the privacy of the Registered User's personal information. For the purpose of these T&C's, "personal information" shall be defined as detailed in the POPIA. As and when necessary, The Company may electronically collect, store, disclose and/or use the Registered User's personal information.
- 5.1.10 The Company will ensure that all its employees, third-party service providers, (including their employees and third-party service providers) having access to the Registered User's personal information are bound by appropriate and legally binding confidentiality obligations in relation to the Registered User's

personal information and that such confidentiality meets any applicable law, regulation, legal process, or enforceable governmental request.

5.1.11 The Registered User's personal data will be hosted and stored in countries which might not have the adequacy decision of the European Union; other third-party contractors may have access to the Registered User's data only for the purpose specified herein, and the access of such third parties is strictly controlled.

5.1.12 Whenever the Company is sending data to countries that are not providing the same level of protection as the EU's GDPR, the Company will use appropriate safeguards to protect the Registered User's personal data, including but not limited to Standard Contractual Clauses for Processors.

5.1.13 The Company reserves the right to immediately remove an Administrator or Registered User from the Platform and all of their associated data in the case of any User or Administrator engaging in a Prohibited Practice.

5.1.14 The Company shall store a maximum of 2 GB per Administrator or Registered User.

5.2 The Company collects stores and uses the abovementioned information in order to:

5.2.1 Communicate requested information to Registered Users;

5.2.2 Respond to queries, responses or complaints submitted by Registered Users;

5.2.3 Process orders or applications for The Company Products and/or services;

5.2.4 Create Products or services that may meet the future requirements of Registered Users;

5.2.5 Provide Registered Users with access to restricted pages on the Platform; and

- 5.2.6 Compile non-personal statistical information about browsing habits, click patterns and access to the Platform.
- 5.3 Personal information detailed above is collected and/or stored either electronically using “cookies” or is provided voluntarily with the Registered User’s knowledge and consent. The Registered User can determine any use of cookies through your browser settings but note that turning off cookies may cause certain features of the online services or Platform to be unavailable to the Registered User.
- 5.4 The Company may further collect non-personal information, for example, the Registered User’s IP address, the date and time of their visits to the Platform, and browser history, to recognise the Registered User during any subsequent visits to the Platform and/or use of the online services. The Company may further use this non-personal information to develop future products and/or services to meet the Registered User’s requirements and needs.
- 5.5 The Company owns and retains all rights to the non-personal statistical information collected and compiled by the Company.
- 5.6 The Platform is provided as is.
- 5.7 The Company shall levy an administrative fee for the processing of all financial transactions.
- 5.8 Although every reasonable effort is made to ensure the accuracy of the recipient School’s bank account details, the Company is not liable for any errors in the processing of payment(s).
- 5.9 The Registered User acknowledges that due to rounding there may be a credit or debit variance on its account with the School which shall not exceed R15,00 (fifteen rand) at any time.
- 5.10 The Company will not share the Registered User’s personal information outside of the Company except in the following cases:

5.10.1 With prior consent;

5.10.2 With its employees and/or third-party service providers who assist with the Platform;

5.10.3 When processing of information is necessary for the performance of a contract with the Registered User;

5.10.4 When The Company has a legal obligation to share the information;

5.10.5 When the information is necessary in order to protect the vital interests of the Registered User or of another person;

5.10.6 When the information is necessary for the performance of a task carried out in the public interest or the exercise of official authority vested;

5.10.7 When the information is necessary for the purposes of the legitimate interests pursued by the Company or by a third party, except where such interests are overridden by the interests or fundamental rights and freedoms of the Registered User which require protection of personal data.

5.11 It is not allowed (hereinafter "Prohibited Practices") to:

5.11.1 Use the Platform in a manner which may cause damage to the Company, other Users or any third party;

5.11.2 Undermine the security or integrity of any of the Company's computing systems or networks;

5.11.3 Use the Platform in any way to impair functionality or interfere with other Users;

5.11.4 Access the Platform or Website without permission;

- 5.11.5 Make use of the Company's systems to commit fraud;
- 5.11.6 Act in a manner that is disrespectful or abusive to the Company systems and staff;
- 5.11.7 publish, upload, exchange or transmit Prohibited Content;
- 5.11.8 publish, upload, exchange or transmit any content that the Registered User knows to be false or untrue, or has justifiable reasons to believe it to be false or untrue, and whose use may cause damage to the Company, other Users or third parties;
- 5.11.9 for any Registered User misrepresenting him/her/itself for the purpose of deceiving the Company, the Users or third parties;
- 5.11.10 publish, upload, exchange or transmit to the Company, other Users or third parties any unwanted notices or other content of commercial or malicious nature, without prior request or consent, mainly including notices and other content of the same or similar nature;
- 5.11.11 purposeful publishing, uploading, exchange or transmission of any content containing computer viruses, worms, and programs that may obstruct or hinder the regular operation of the Platform, cause damage or destruction of any computer program, or any computer and other equipment owned by the Company other Users or third parties;
- 5.11.12 collect, process or use personal data of the Registered Users or third parties in an unauthorised manner;
- 5.11.13 engage in overt or covert advertising (verbal or graphic representation of Products, personal names, names of

companies, names, trademarks (registered or unregistered trademarks and service marks), businesses etc.) in an unauthorised manner.

5.11.14 The Company cannot be held liable for any damages incurred while using the Platform.

6 COLLECTION AND PROCESSING OF PERSONAL DATA BY OTHER USERS OR THIRD PARTIES

The Platform contains content and may contain Links to third-party Platform, through which other Registered Users or third parties may gain authorised or unauthorised access to the Registered User's personal data. These T&C's do not apply to the collection, processing or use of personal data that the Registered User has communicated to other Registered Users and/or third parties. It is in the Registered User's best interest to acquaint themselves with the rules of personal data protection, and the protection of privacy applied by other Registered Users and/or third parties.

7 MODIFICATION AND DELETION OF PERSONAL DATA

The Registered User is legally entitled to request modification or deletion of their personal data or deletion from the Registered User database at any time. Modification or deletion of data shall be effected on the basis of an appropriate notice addressed to The Company.

8 DISCLOSURES REQUIRED BY SECTION 43 OF THE ECTA

Access to the services, content, software and downloads available from the Online Products may be classified as "electronic transactions" as defined in terms of ECTA and you therefore may have the rights detailed in ECTA. Accordingly, the following information is provided:

8.1 The full name and legal status of the Online Product owner: Quantakom (Pty) Ltd with (Registration No: 2023/657045/07).

- 8.2 Physical Address: 17 Shifa Road, Avoca, Durban, 4051, South Africa
- 8.3 Main business: Mobile Application
- 8.4 The Website address of the Website is: quantakom.net
- 8.5 The official e-mail address of the Website is: admin@quantakom.net
- 8.6 Access to and use of the Website is provided free of charge and paid for;
- 8.7 Users may lodge complaints concerning the Platform to admin@quantakom.net

9 COOKIES

- 9.1 We reserve the right to use cookies.
- 9.2 A cookie is a group of data serving as the Registered User's anonymous individual identifier that is sent by its browser Platform. Cookies are sent when the Registered User accesses the Platform. They are stored on the Registered User's computer and serve to record information about the Registered User's subsequent online visits. Therefore, after a cookie has been stored on the Registered User's computer every time the Registered User returns to the Platform, it shall look for the cookie in order to read the stored data.
- 9.3 A cookie is an anonymous individual identifier; it does not contain or send any personal information to the Platform that is stored on a Registered User's computer but only enables faster and more efficient activation of information, data and settings previously communicated during access and use of the Platform.
- 9.4 The Registered User can modify or disable cookies through the Options or Settings of their browser that allows the Registered User to select an

appropriate option for receiving cookies or even to disable them entirely. However, disabling cookies completely will reduce the efficiency of some content available on some Platform.