

1. Privacy Policy

Last updated: 5th December 2022

1. What does this policy do? This privacy policy ("policy") contractually regulates our right to collect and use certain information of yours and your rights in this regard. Please read this policy carefully before using the DisputeSolve Platform and the services or products it may offer. For purposes of simplicity, where we refer to "DisputeSolve", we are referring to both the entity and its associated Platform.
2. When does this policy apply? You agree that this policy will apply if you access or use our Platform.
3. Legally binding contract: This policy will apply to you, and will create a legally binding contract between us, whenever you use or access our Platform.
4. Are there other applicable terms? Additional terms may also apply for specific products or services available through our Platform. If there is a conflict between these terms and the specific terms, the specific terms will apply.
5. Changes to this policy: Unless notice is required in terms of the law, we may change the terms of this policy from time to time in line with any changes that the law or our internal business operations require, without prior notice. The current version of this policy that applies at the time you visit and/or use our Platform will regulate our relationship. It is your responsibility to consider the policy each time you use our Platform. If you do not agree with any terms of this policy, you must stop using our Platform.
6. Our commitment: This policy is important to us. We are committed to taking steps to protect your privacy when you use our Platform and implementing business practices that comply with all relevant legislation, including the Protection of Personal Information Act 4 of 2013 ("POPI Act"). In this policy, we explain how we will use and protect your personal information.
7. What is personal information? If we refer to "personal information" or "information" in this policy, we mean personal information as defined in the POPI Act. It includes, for example, your full name, surname, business name, email address, identity number, contact details, and location.
8. Collecting your personal information: We collect information about you when you use our Platform and communicate with us. We may also collect information about you from third parties.
9. Use of Cookies: When you use our Platform, we automatically receive and record information on our server logs from your browser which may include your location, IP address, cookie information, and the page you requested. This is statistical data about browsing actions and patterns and does not identify an individual. We may also obtain information about your general internet usage through a cookie file which is stored on the hard drive of your computer. Cookies enable us to improve our service to you, estimate our audience size and usage patterns, store information about your preferences and recognise when you return to our Platform in order to ensure you receive an excellent experience during your visit to our platform.
10. Links on our Platform: Our Platform may include links to other apps or third party websites which do not fall under our supervision. We cannot accept any responsibility for your privacy or the content of these apps and websites.

11. How we use your information: We use your information to provide our Platform and services to you and generally for purposes of our relationship.

In some instances, we collect and store information about your location. We convert your IP address or mobile GPS data into a rough geo-location. We may use location information to improve and personalise our services for you. You can set your web browser to refuse cookies, but if you do this you may not be able to enjoy the full use of our Platform.

WHAT INFORMATION

We generally store and use the following information: your first name(s), surname, business name, first name(s) and surname of business officers, address, phone numbers, e-mail addresses, identification numbers, account numbers, IP addresses or cookie information, location information, information from your browser including your hardware model, operating system version, unique device identifiers and any other information which we reasonably need to perform our obligations in terms of the agreement with you when you purchase or use our services. When you use our services, we also record the details of your transactions.

PURPOSES FOR PROCESSING INFORMATION

We will only process adequate and relevant information to:

- a) Perform in terms of our agreement;
- b) Operate and manage your account;
- c) Monitor and analyse our business;
- d) Form a view of you as an individual and to identify, develop or improve products that may interest you;
- e) Carry out market research, business and statistical analysis;
- f) Carry out audits;
- g) Perform other administrative and operational tasks like testing our processes and systems; and
- h) Comply with our regulatory or other obligations.

The information you provide or we collect is used for the purpose of contracting with you in general, enabling us to accept payments securely and in compliance with applicable regulations; using our platform solution to help solve your dispute or to refer you to appropriate experts who would be able to assist you; responding to your requests for certain information, products or services; customising the content you see; internal reporting and development; and any other purpose for which you give your permission, or where we are otherwise permitted or required in terms of the law to use such personal information, or for some purpose in the public interest. We sometimes put all our data (yours and data from other users) together. This type of aggregate data enables us to figure out how often users access our services so that we can make DisputeSolve more appealing and improve our services. We share this type of statistical data so that our partners also understand how often people use our services, so that they may help us to improve and optimize our services.

12. Right to object: You may on reasonable grounds object to us using your information. If you object, we will stop using your information, except if the law allows its use. Do, however, understand that this may render our services or products inaccessible.

13. Lodging a complaint: If you believe we are using your information unlawfully, you may lodge a complaint with the Information Regulator.

14. Children's information and special personal information: We do not intentionally collect or use information of children (persons under the age of 18 years) unless with consent. Our intention is to only process information of children with the consent of a competent person (someone like the parent or guardian or if the law otherwise allows or requires us to process such information). Where we collect or use special personal information, we will comply with the relevant clauses of the POPI Act.

15. Sharing of personal information: We respect your privacy and we hate spam as much as you do. We will keep your personal information confidential and only share it with others in terms of this policy, or if you consent to it, or if the law requires us to share it. We have trusted relationships with carefully selected third parties who perform services for us, or who may perform services for you. All these service providers have a contract with us in terms whereof they have a legal obligation to secure your personal information and to use it only in a way that we or you would permit.

16. How secure is your information: We are committed to implementing appropriate technical and other security measures as per the POPI Act to protect the integrity and confidentiality of your information and do so through the use of bank level security software. We protect and manage information that we hold about you by using electronic and computer safeguards such as firewalls, data encryption, as well as physical and electronic access control to our buildings. We only authorise access to information to those employees who require access to fulfil their designated responsibilities.

17. Quality and access to your information: We want to ensure that your information is accurate and up to date. You may ask us to correct or remove any information that you think is inaccurate, by sending an e-mail to popi@disputesolve.com

18. Retention of information: We retain information in accordance with the required retention periods in law or for legitimate business purposes. We will only retain your information for the purposes explicitly set out in this policy.

19. Transborder flow of information: We may transfer your information to foreign countries mainly for retention purposes or if our service providers are cross border or use systems cross border. If you continue to use our Platform, you expressly agree that we may transfer the information across border for these purposes. We will only share information cross border with recipients who have laws similar to the POPI Act which apply to them, or who entered into an agreement with us to include the relevant POPI Act principles.

20. Security breach: We will report any security breaches to the Information Regulator and to the individuals or companies involved. If you want to report any concerns about our privacy practices or if you suspect any breach regarding your information, kindly notify us by sending an email to popi@disputesolve.com

2. Website and Platform Terms of Use

Last updated: 6th January 2022

1. What are these terms? These are the "Terms" that regulate your use of our Website and Platform, and our relationship with you. They create a legally binding contract between us, as soon as they apply.

2. Our "Website" represents and embodies our Platform and can be found at <https://www.disputesolve.com>. For purposes of simplicity, where we refer to "Platform", we are referring to both the Website and the Platform.

3. The essential point of these Terms. We will have no obligations to you whatsoever, we will not be liable at all for any liability, damage or loss resulting from your use or inability to use our Platform. You use our Platform at your own risk.

4. When do these Terms apply? These Terms will apply if you access or use our Platform. Don't use our Platform if you don't absolutely agree to these Terms. You can use our Platform only on these Terms.

5. Are there other applicable terms too? Additional terms may also apply for specific products or services available through our Platform. If there is a conflict between these Terms and the specific terms, the specific terms will apply.

6. Changes to the Platform and/or these Terms. We have the unfettered right (as far as the law allows) to suspend, change or add to our Platform, and to change or add to any of these Terms from time to time, at our discretion, and those changes will apply immediately when they are made.

7. Use of our Platform.

a) You are prohibited from using our Website in the following ways:

- i. Copying our Platform;
- ii. Distributing any content from our Platform without our prior consent;
- iii. Using any technology, including but not limited to crawlers and spiders to search our Platform or obtain information from our Website;
- iv. Framing our Platform or any pages thereof;
- v. Linking to our Platform in a manner other than through the homepage;
- vi. Deep-linking to any other pages in a way that would suggest that you own the intellectual property that belongs to us;
- vii. Providing us with any untrue or incorrect information; and
- viii. Changing, modifying, circumventing, disabling or tampering with any part of our Platform, including its security features.

b) You may only use our Platform in accordance with the processes and procedures it prescribes;

- i) Your rights to use our Platform and its products and services are limited to the rights you have purchased and does not extend to our source code of the Platform, software or computer program that forms part of our Platform; and
- ii) You may only use our Platform if you have the legal capacity to do so in terms of South African law.

8. Login details, usernames and passwords. Our services make use of login functionality so you are required to create your own account, usernames and passwords, and you will be solely responsible for the safekeeping of those details, usernames and passwords. This means that when anyone enters your usernames and passwords (you, your employees or your spouse), we are entitled to assume that the person using the services is you. Clearly, it is in your interests to familiarise yourself with our security requirements, guidelines and procedures communicated from time to time, and to follow those carefully. Inform us immediately if there has been, or if you suspect, any breach of security or confidentiality. Where you are a business, you and your employees have the same responsibilities and we

have the same rights – though we expect that you will be somewhat more diligent than these bare minimum rules.

9. Intellectual property. All our intellectual property is ours, not yours: this means that you absolutely agree that all right, title and interest in, and to, any of our intellectual property (in its widest possible legal and commercial sense) viewable and accessible from our Platform is proprietary to us, and will remain so. You will not acquire any rights of any nature in respect of that intellectual property by using our Platform, services or products. You also agree not to reverse engineer our Platform for any purpose whatsoever.

11. Third party sites. We may provide hyperlinks to third party websites and applications. When you access and use these third party websites, applications, products, services or business you do so solely at your own risk.

12. Limitation of liability.

a) You hereby agree that, subject to applicable law, we (including our directors and/or employees) will not be liable for:

- i. any incorrect information or images provided on our Platform which you relied upon;
- ii. any internet data usage charges incurred while using our Platform;
- iii. any interruption, malfunction, downtime, off-line situation or other failure of our Platform or services, our systems, databases or any of its components;
- iv. any loss directly or indirectly caused by malfunction of our system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on our system or third party systems or programming defects; and/or
- v. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication service providers, internet service providers, electricity suppliers, local authorities and certification authorities, or any other event over which we have no direct control.

b) You indemnify and hold us harmless against all and any loss, liability, actions, suites, proceedings, costs, demands and damages of all and every kind (including direct, indirect, special or consequential damages), and whether in an action based on contract, negligence or any other action, arising out of or in connection with the above, whether due to negligence or not.

13. Rules for sending and receiving electronic messages. We will primarily use email and electronic notices on our Platform as our main communication tool for all communications relating to our services, or to these Terms.

14. Law and disputes. These Terms will be governed by and interpreted in terms of South African laws. You consent that the Magistrates' Court will have jurisdiction even if the proceedings are otherwise beyond its jurisdiction.

15. Getting in touch. Please email us at info@disputesolve.com for any enquiries about our Platform.

16. Legal disclosure in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002:

a) Site owner: Utunzaji Proprietary Limited;

- b) Legal status: Utunzaji (Pty) Ltd is a private company, duly incorporated in terms of the applicable laws of South Africa;
- c) Registration No: K2020054612;
- d) Director(s): Frederick Christoffel Lochner;
- e) Description of main business of Utunzaji (Pty) Ltd; Holding company
- f) E-mail address: info@disputesolve.co.za;
- g) Website addresses: <https://www.disputesolve.com>