

## PRIVACY POLICY

### **1. Acceptance of Terms**

- 1.1. ROTUT owns and supplies software and services that assist in scheduling, invoicing, reserving, and/or managing tutoring related appointments and schedules online through the [www.rotut.co.za](http://www.rotut.co.za) website (collectively, the “Service”, the “Services”, or the “Website”). ROTUT and its related Services may be referred to as “us” or “we”. Any organisation or individual using and/or subscribing to the Website for the purposes of utilising or managing the online services provided on behalf of themselves or an organisation, shall be referred to as a “Subscriber”. Any end user using the Website or any other part of the Website in order reserve time slots to receive/provide services either for themselves, on behalf of an organisation or a minor shall be referred to as a “Authorised End User”. ROTUT’s Subscribers and Authorised End Users may be collectively referred to as “user”, “users”, “you”, “your” or “yours”.
- 1.2. Accessing and using the Services or any portion of the Website signifies your acceptance and agreement to the terms of the Privacy Policy of this Website, which is set out on this website page ([www.rotut.co.za/privacypolicy](http://www.rotut.co.za/privacypolicy)). If you do not agree to these terms and conditions, do not use the Services.
- 1.3. ROTUT reserves the right, at our discretion, to modify, remove, update and change the terms of the Privacy Policy at any time. ROTUT will make reasonable efforts to inform Subscribers and Authorised End Users of any changes to this policy. The terms and conditions of this Privacy Policy are in addition to any other terms and conditions applicable to the Website through the Subscription and Service Agreement of the Subscriber and Terms of Use ([www.rotut.co.za/termsandconditions](http://www.rotut.co.za/termsandconditions)). By continuing use of our Services, you show that you comply with our modified Terms of Use as it currently stands at user access. For any updates, please visit this page frequently.
- 1.4. Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the terms and conditions of this Privacy Policy. Continued use of the Service after any such changes shall constitute your consent to such changes.
- 1.5. The Privacy Policy relates to the collection and use of personal information you may supply to us through your conduct on the Website.
- 1.6. We at ROTUT recognise the importance of protecting the privacy of information collected about visitors to our website, particularly information that is capable of identifying an individual (“personal data”). This Privacy Policy governs the manner in which your personal information, obtained through the website, will be dealt with.

### **2. Personal Data**

- 2.1. Personal data is any information relating to an identifiable or identified person. An identifiable person is someone who can be identified either directly or indirectly. Personal Data about visitors to our site is collected only when knowingly and voluntarily submitted. For example, we may need to collect such information to provide you with further services or to answer or forward any requests or enquiries. It is our intention that this policy will protect your personal information from being dealt with in any way that is inconsistent with applicable privacy laws in South Africa.
- 2.2. The processing of special categories of data, as defined as personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade-union membership, sexual orientation, and data concerning health or sex life, is prohibited, subject to certain exceptions.
3. In no event, will ROTUT use collected personal data to market the services to a third party, or sell, rent, trade or transfer to third parties, or otherwise provide third parties with access thereto, except as specifically provided for in this Privacy Policy. We may share generic aggregated demographic information not linked to any personal identification information regarding visitors and Users with our business partners, trusted affiliates and advertisers.

#### 4. Use of Personal Data

4.1. Personal data that visitors, Subscribers and Users submit to our site may only be processed by us with your given consent or only when it is necessary for the performance of the purpose for which it is submitted, or for such other secondary purposes that are related to the primary purpose of browsing, scheduling, invoicing and managing sessions, unless we disclose other uses in this Privacy Policy or at the time of collection. Your personal data may also be processed when it is necessary for our compliance with a legal obligation. Copies of correspondence sent from the Website, that may contain personal information, are stored as archives for record-keeping and back-up purposes only. ROTUT will not share your scheduling information with any party, except to the extent necessary for Subscriber purposes and to allow users to browse, schedule, manage appointments and invoice users.

#### 5. Information that is required to be collected from Registered Users

5.1. As part of registering with us, we collect personal information about you in order for you to take full advantage of our services. To do this it may be necessary for you to provide additional information to us as detailed below:

- a. **Name.** To generate unique accounts for registered juristic and natural persons, we may process your name. Such processing is based on your consent and your name will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- b. **Email address.** Your email address may be processed by us in order to create an identity for your account and for you to create an account. The email address may also be processed in order for Users and Subscribers to receive emails regarding scheduling, booking, managing appointments and invoicing. The processing is based on our consent and your email address will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- c. **Business name.** To register your account, your business name will be processed based on your consent. Your business name will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- d. **Phone Number.** To cater the account for the registrar, your phone number will be processed based on your consent. Your phone number will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- e. **Address.** To cater the account for the registrar, we will collect and process your address for your session booking page. Such processing is based on your consent and the address will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- f. **Professional Details.** To cater the account registrar, we may process your professional details, as it is a legal requirement for our and the Subscribers performance of a contract where you are a party. Such processing is based on your consent. Your professional details will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- g. **Photos and images.** Any photographs or images uploaded during either the registration process or subsequent use may be processed and reviewed to adhere to our image guidelines based on your consent ([www.rotut.co.za/communityguidelines](http://www.rotut.co.za/communityguidelines)). Uploading photos and images are voluntary and our processing and review will be based on your consent. Consent in this instance is implied when uploading a photo or image. This personal data will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- h. **Account Details (Subscriber only).** In order to charge for your subscription with us, your payment details will be processed by us, as it is a legal requirement for our performance of a contract where you are a party. Such processing is based on your consent and this information will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- i. **Proof of payments.** Your Subscriber may require you to upload a proof of payment to the system. Information in this document will only be collected and not processed, only

stored for the Subscribers use. These documents will however be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.

- j. ID Number.** To cater the account registrar, we will collect and process your South African ID Number based on your consent. This information will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- k. Academic Records.** Your Subscriber may require you to upload your academic records to cater for the account registrar, security purposes or any other reason as disclosed by your Subscriber. We will collect but not process your uploaded academic records. These documents will however be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- l. Schooling Details.** To cater for account registrar, we will collect and process your schooling details (elementary, primary, secondary and tertiary) based on your consent. Such details will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.
- m. Emergency Contact Details.** To cater for account registrar, we will collect and process your emergency contact details for your Subscriber. Such processing is based on your consent and will be kept securely with us until the account is deactivated by you and subsequently fully deleted by us.

## **6. Registration**

- 6.1.** Registration is completely optional. Registration may include submitting your name, email address, address, telephone numbers, option on receiving updates and promotional material and other information. You may access this information at any time by logging in and going to your account.

## **7. Disclosure**

- 7.1.** Apart from where you have consented or disclosure is necessary to achieve the purpose for which it was submitted, personal information may be disclosed in special situations where we have reason to believe that doing so is necessary to identify, contact or bring legal action against anyone damaging, injuring, or interfering (intentionally or unintentionally) with our rights or property, users, or anyone else who could be harmed by such activities. Also, we may disclose personal information when we believe in good faith that the law requires disclosure.

## **8. Security**

- 8.1.** We strive to ensure the security, integrity and privacy of personal information submitted to our sites, and we review and update our security measures in light of current technologies. Unfortunately, no data transmission over the Internet can be guaranteed to be totally secure.
- 8.2.** However, we will endeavour to take all reasonable steps to protect the personal information you may transmit to us or from our online products and services. Once we do receive your transmission, we will also make our best efforts to ensure its security on our systems.
- 8.3.** In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us. However, we will not be held responsible for events arising from unauthorised access to your personal information.

## **9. Collecting Information for Users**

### **9.1. *IP Addresses***

- a.** Our web servers gather your IP address to assist with the diagnosis of problems or support issues with our services. Again, information is gathered in aggregate only and cannot be traced to an individual user.

## **10. General Data Protection Regulation**

**10.1.** We ensure we manage any data we collect from you in accordance with the GDPR where applicable.

## **11. Access to Information**

**11.1.** We will endeavour to take all reasonable steps to keep secure any information which we hold about you, and to keep this information accurate and up to date. If, at any time, you discover that information held about you is incorrect, you may contact us to have the information corrected.

**11.2.** In addition, our employees and the contractors who provide services related to our information systems are obliged to respect the confidentiality of any personal information held by us.

## **12. Jurisdiction**

**12.1.** This agreement shall for all purposes be governed, interpret, construed and enforced in accordance with the law of South Africa. You hereby agree that the courts located in South Africa shall constitute the sole and exclusive forum for the resolution of any and all disputes arising out of or in connection with the use of the Service and you hereby consent to the jurisdiction of such courts and irrevocably waive any objections thereto.

**12.2.** In any action to enforce the provisions of these Terms and Conditions, the prevailing party shall be entitled to costs and attorney's fees. Regardless of where you access the Service, you comply with all applicable laws of South Africa, including those regarding the export of data and software.

**12.3.** You are responsible for complying with all other laws, rules and regulations that may be applicable to the use of your service.

## **13. Indemnity**

**13.1.** You agree to indemnify and hold ROTUT, its subsidiaries, affiliates, officers, agents and other partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Website in violation of this Privacy Policy or your violation of any law or rights of a third party.

## **14. Problems or questions**

**14.1.** ROTUT welcomes your comments and questions regarding its Privacy Policy. If we become aware of any ongoing concerns or problems with our websites, we will take these issues seriously and work to address these concerns. If you have any further queries relating to our Privacy Policy, or you have a problem or complaint, please contact us at the following: [legal@rotut.co.za](mailto:legal@rotut.co.za)

***Effective date: The earlier of January 14, 2019, or user acceptance.***