

## INTRODUCTION

Welcome to the ROTUT system. ROTUT is an independent third-party service provider that provides web-based Tutoring Administration Software Services to Subscribers (see definition below). Through the use of the system, all users will be able to manage and execute their tutoring administrative needs quickly, easily and accurately. We at ROTUT are excited to have you on board and look forward to a productive and fruitful user experience. For enquiries to subscription to the service or any other sales related inquiry, please contact [sales@rotut.co.za](mailto:sales@rotut.co.za). For queries or any user support please contact [support@rotut.co.za](mailto:support@rotut.co.za).

## PRIVACY POLICY

### 1. PURPOSE OF THE PRIVACY POLICY

- 1.1.** The purpose of this Privacy Policy is to provide all end users on how ROTUT collects and processes your personal data through any form of engagement with ROTUT. Any form of engagement includes, but is not limited to, providing your third-party services to us, or corresponding with us, the use of our Services whether, Facilitator, Tutor or Client, access or use of the Website, or providing us with your personal information in anyway.
- 1.2.** It is important that you read this Privacy Policy together with any other Privacy Policy or fair processing notice we may provide on specific occasions when we are collecting or processing personal data, so that you are fully aware of how and why we are using your data.
- 1.3.** This Privacy Policy supplements the other notices, however, in the presence of any conflict between this Privacy Policy and any prior versions, this policy will prevail.
- 1.4.** ROTUT may collect the personal information of minor children. The collection of such information is in compliance with Section 35 of POPI. Please refer to **Section 9 – AUTHORISATION OF PERSONAL INFORMATION CONCERNING A MINOR CHILD.**

## 2. DEFINITIONS AND INTERPRETATIONS

- 2.1. “**Account**” means a unique account created for Subscriber to access the Subscription Services.
- 2.2. “**Add-On Services**” means additional services and requested features that do not fall on the customisation index that may be added to the Subscription Services at an additional cost to the Subscriber.
- 2.3. “**Affiliate**” means an entity that controls, is controlled by or is under common control with a party, where “control” means ownership of 50% or more of the shares, equity interest or other securities entitled to vote for election of directors or other managing authority.
- 2.4. “**Authorised End User**” means an individual person for whom the Subscriber is purchasing and/or is utilising the Services for. An Authorised End user includes employees, agents, contractors or sub-contractors of the Subscriber who, due to the nature of their employment with the Subscriber, are performing their obligations in the internal operations of the Subscriber’s Business. This definition is extended to a customer/client of the Subscriber for whom the Subscriber is purchasing and/or utilising the Services.
- 2.5. “**Confidential Information**” means all non-public, confidential data or information in any form disclosed by one Party to the other Party, either directly or indirectly, by any means, if and for so long as the data and information are protectable as trade secrets by the disclosing Party or are otherwise subject to legal rights that give the disclosing Party, independent of contract, a right to control use and/or disclosure of the data and information. Confidential information includes any information in which a reasonable person would consider to be confidential or is marked “confidential” or “proprietary” or some similar designation by the disclosing party. As a non-exhaustive list of examples, Confidential Information includes data, information regarding a Party’s financial condition and financial projections, business and marketing plans, product plans, product prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data and the terms of contracts with employees and third parties. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone.
- 2.6. “**Data Controller**” means the person who determines the purpose and means of the processing data.
- 2.7. “**Identifiable Person**” means someone who can be identified either directly or indirectly.
- 2.8. “**Personal Data**” means any information that is capable of identifying a person or relating to an identifiable or identified person

- 2.9. “Professional Services”** means time-and-materials services provided to the Subscriber, such as consulting services, on boarding support, etc.
- 2.10. “Process”**
- 2.11. “Services”** means, collectively, Subscription Services, Add-On Services and Professional Services.
- 2.12. “Subscription Services”** means the services provided by ROTUT to the User. The Services include but are not limited to software to schedule, invoice, manage tutoring related appointments, the use of web-based applications, Mobile Applications (if and/or when applicable), technical support, and documentation such as user manuals and online help files.
- 2.13. “Subscriber”** means any organization 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 organization
- 2.14. “User Content”** means all materials, text, data, graphics, videos, images, photos, audio-visual, audio, client list, confidential information and/or content of any nature provided by the User in the utilisation of the Services.
- 2.15. “Websites”** means <https://www.rotut.co.za>.
- 2.16.** When words and figures conflict, the words must prevail.
- 2.17.** Where any conflict between this Agreement and the Subscription and Service Agreement, the Subscription and Service Agreement will prevail.
- 2.18.** The words “shall”, “must” and “will” in this agreement are mandatory obligations.
- 2.19.** One gender includes the other gender.
- 2.20.** The singular includes the plural and *vice versa* unless the intention of the term dictates otherwise.
- 2.21.** The headings of the clauses in this agreement are for convenience and reference only; and shall not be used in the interpretation, modification or amplification of the terms of this agreement.
- 2.22.** The termination of this agreement will not affect the terms in this agreement which expressly state that they will operate after the termination

### **3. GOVERNING LEGISLATION**

- 3.1.** This Privacy Policy complies with and facilitates the obligations required from *the European Commission’s General Data Protection Regulation 2016/679 (“GDPR”)* as well as the South African Protection of Personal Information Act No 4 of 2013 (“*POPI*”) as amended.

#### **4. ROLE AS “DATA CONTROLLER”**

- 4.1. For the purposes of this Privacy Policy, ROTUT is considered to be the Data Controller as defined in the GDPR.
- 4.2. ROTUT has appointed a data representative who is responsible for overseeing questions in relation to this Privacy Policy as well as any related legal questions. If you have any questions about this Privacy Policy, including any requests to exercise your legal rights, please contact the representation using the details set out in **Section 5** below.
- 4.3. You have the right to make a complaint at any time to the South African regulator’s office (the Information Regulator’s Office of South Africa) or the office of any relevant European Information Regulator. We would, however, appreciate the chance to deal with your concerns before you approach any such regulator, so please contact us in the first instance.

#### **5. OUR CONTACT DETAILS**

- 5.1. Our full details are as follows:

Partnership Name:	ROTUT
Name of Information Office:	Matthew Pepin
Email:	<a href="mailto:legal@rotut.co.za">legal@rotut.co.za</a>
Telephone Number:	0797974010

#### **6. ACCEPTANCE OF TERMS AND DUTY TO NOTIFY OF CHANGES**

- 6.1. This Privacy Policy has been updated as of 30 June 2021. Historical versions have been archived and are available upon request to the Information Officer.
- 6.2. 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”.

- 6.3. 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, kindly inform us in writing and refrain from using the services.
- 6.4. 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 as they currently stands at user access. For any updates, please visit this page frequently.
- 6.5. Any new features that augment or enhance the current Service, including the release of new tools and resources as well as Professional Services and Add-On Services, 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.
- 6.6. The Privacy Policy relates to the collection and use of personal information you may supply to us through your conduct on the Website.
- 6.7. 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.

## 7. PERSONAL DATA AND DATA WE COLLECT FROM YOU

- 7.1. It is important that any personal data held by ROTUT about you is accurate and current at all times. Please let us keep your personal information updated by contacting us should any of your personal information change. We will not know of your personal information changes without you telling us, so please be timeous in your notification of the changes. ROTUT will not be liable for any incorrect personal data it may hold if there has been no notification of the changes needed.
- 7.2. 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.
- 7.3. 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 as contained within this Agreement, the Terms of Use or the Subscription and Service Agreement.

- 7.4.** 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.
- 7.5.** 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.

**7.6.** We also collect, use and share **Aggregated Data** such as statistical or demographic data for any purpose. Aggregated Data may be derived from your personal data but is not considered

personal data in law as this data does **not** directly or indirectly reveal your identity. For example, we may aggregate your Usage Data to calculate the percentage of users accessing a specific Website feature. However, if we combine or connect Aggregated Data with your personal data so that it can directly or indirectly identify you, we treat the combined data as personal data which will be used in accordance with this Privacy Policy.

## **8. HOW PERSONAL DATA IS COLLECTED**

**8.1.** We use different methods to collect data from and about you, including through:

- a. **Direct interactions:** You may give us your **Identity, Contact, Technical, Profile and Financial Data** by filling in various ROTUT forms when contracting with us and/or by corresponding with us by post, phone, email or otherwise. This includes personal data you provide when you:
  - 8.1.a.1.** use our Services;
  - 8.1.a.2.** use our Website;
  - 8.1.a.3.** contract with us;
  - 8.1.a.4.** consult with us;
  - 8.1.a.5.** provide us with your services;
  - 8.1.a.6.** complete forms;
  - 8.1.a.7.** request information to be sent to you; or
  - 8.1.a.8.** give us some feedback.
- b. **Automated technologies or interactions:** As you interact with our Website, we may automatically collect **Technical and Usage Data** about your equipment, browsing actions and patterns. We may collect this personal data by using cookies, tracking, server logs and other similar technologies. We may also receive Technical Data about you if you visit other websites employing our cookies.
- c. Our web servers gather your IP address to assist with the diagnosis of problems or support issues with our services.

## **9. AUTHORISATION FOR THE COLLECTION OF PERSONAL INFORMATION CONCERNING A MINOR CHILD.**

- 9.1.** All data and personal information collected concerning a minor child is done in compliance with Section 35 of POPI.
- 9.2.** This means that all information regarding minor persons is carried out with prior consent of a competent person.
- 9.3.** **Should you be a minor user, you may only use the Services and/or provide us with your personal data if your parent/guardian accepts this Privacy Policy on your behalf and**

supervises your use of the Services/Website at all times. In such a situation, your parent/guardian expressly consents to our processing of their child's/ward's personal data, and accepts all liability for their child's/ward's use of the Services/Website at all times.

## **10. USE OF PERSONAL DATA**

- 10.1.** 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.
- 10.2.** 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.
- 10.3.** 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.
- 10.4.** We will only use your personal data when the law allows us to and for legitimate reasons, which you hereby expressly understand and consent to. Most commonly, we will use your personal data in the following circumstances:

## **11. REGISTRATION**

- 11.1.** 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.

## **12. DISCLOSURE**

- 12.1.** 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, assist and give support 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.

### **13. SECURITY**

- 13.1.** 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.
- 13.2.** 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.
- 13.3.** 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.

### **14. ACCESS TO INFORMATION**

- 14.1.** 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.
- 14.2.** 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.

### **15. YOUR LEGAL RIGHTS**

- 15.1.** Under certain circumstances, you have rights under data protection laws in relation to your personal data where we are the relevant “Responsible Party” over such personal data. Please contact us to find out more about, or manifest, these rights:
- a.** request access to your personal data;
  - b.** request correction of your personal data;
  - c.** request erasure of your personal data;
  - d.** object to the processing of your personal data;
  - e.** request a restriction of processing your personal data;
  - f.** request transfer of your personal data; and/or
  - g.** right to withdraw consent at any time.
- 15.2.** You will not have to pay a fee to access your personal data (or to exercise any of the other rights). However, we may charge a reasonable fee if your request is clearly unfounded, repetitive or excessive. Alternatively, we may refuse to comply with your request in these circumstances.
- 15.3.** We may need to request specific information from you to help us confirm your identity and

ensure your right to access your personal data (or to exercise any of your other rights). This is a security measure to ensure that personal data is not disclosed to any person who has no right to receive it. We may also contact you to ask you for further information in relation to your request to speed up our response.

**15.4.** We try to respond to all legitimate requests within one month. Occasionally it may take us longer than a month if your request is particularly complex or you have made a number of requests. In this case, we will notify you and keep you updated.

## **16. JURISDICTION**

**16.1.** This agreement shall for all purposes be governed, interpreted, 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.

**16.2.** In any action to enforce the provisions of these terms 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.

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

## **17. INDEMNITY**

**17.1.** 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.

## **18. PROBLEMS OR QUESTIONS**

**18.1.** 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)