

Terms and Conditions of Use, Community Standards, Data Policy

Please read these Terms and Conditions of Use carefully.

1. Definitions

In these Terms and Conditions of Use, the terms below have the following meanings:

- 1.1. “ **T7C** ” means any online application software that is provided by or is connected with T7C that you install or download from an online application store and access via a mobile device, including any smartphone and/or tablet device.
- 1.2. “**App**” means collectively our T7C Apps.
- 1.3. “**we**”, “**us**”, “**our**” and “**T7C**” means T7C Pty Ltd, all its affiliates and subsidiaries and any developers that T7C may employ from time to time.
- 1.4. “**you**” and “**your**” means the user of the App and / or your legal guardian.
- 1.5. “**personal information**” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
 - 1.5.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 1.5.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 1.5.3. any identifying number, symbol, email address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - 1.5.4. the biometric information of the person;
 - 1.5.5. the personal opinions, views or preferences of the person;
 - 1.5.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 1.5.7. the views or opinions of another individual about the person; and
 - 1.5.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;provided that such information is not in the public domain in the same or in a different format or held by a public body and publicly accessible.

2. Conditions of Access

- 2.1. Your access to, and use of, the App is subject always to our Community Standards, Privacy Policy, and Terms and Conditions of Use.
- 2.2. To avoid any confusion, you agree these Terms and Conditions of Use applies to your use of:

2.2.1. any of our mobile application/s;

2.2.2. any mobile application/s licensed to us;

Regardless of the platform, gateway, portal or mode of access you use to install, download or access the App. Your cell phone provider may, depending on the type of contract you have, charge you for accessing the App or for any usage of the App (such as data charges, SMS charges). We cannot be held responsible for these charges.

3. Your Acceptance and Consent

- 3.1. By using the App, you expressly agree to the terms and conditions of these Terms and Conditions of Use. If you do not agree to all of the Terms and Conditions of Use, please do not continue to use the App.
- 3.2. When you install or download our mobile application/s, you may be required to accept the Terms and Conditions of Use or the End User Licence Agreement (collectively, an "EULA") of a third-party supplier or vendor. While the EULA is independent from these Terms and Conditions and establishes a separate legal relationship which you are bound by, you agree that, the EULA is part of these Terms and Conditions of Use and will apply to your use of our mobile application/s.
- 3.3. You agree that these Terms and Conditions of Use applies to any information accessed via the our products and App.
- 3.4. If you download or use our App, you give us permission to download and install updates to the software where available.

4. Your account

- 4.1. If you use the App, you must keep your access details (including your username and password) confidential and not allow other people to use it. You also accept full responsibility for all activities that occur under your access details or password and accept responsibility for sharing your username and password.
- 4.2. You are only permitted to use one account. If you use more than one account, we could delete all access.
- 4.3. Once you've logged onto the App once, certain information, functionality and other features of the App will be accessible the next time you access the App without having to re-enter your password.
- 4.4. We may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 4.5. You agree that the following actions shall be material breaches of these Terms and Conditions of Use:
 - 4.5.1. signing in as, or pretending to be, another person;
 - 4.5.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others

- 4.5.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the App; or
- 4.5.4. gathering information about others without obtaining their prior written consent.
- 4.6. If we determine that you have clearly, seriously or repeatedly breached our Terms or Policies, including in particular our Community Standards, we may suspend or permanently disable access to your account. We may also suspend or disable your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.
- 4.7. You also agree that any use of your access details shall be regarded as if you were the person using such information.
- 4.8. We may determine certain requirements that you will need to meet when choosing a username or password. These requirements may be changed from time to time and you may be required to update your credentials.

5. Full disclosure of all relevant facts and benefit entitlement

- 5.1. We might need certain personal information from you. It is in your best interest to keep this information current and accurate.
- 5.2. You guarantee that all information provided by you at any time to us on or via the App, will be true, accurate, current and correct and you undertake to update the information as and when required.
- 5.3. You guarantee that you have fully disclosed all facts, and agree that these Terms and Conditions of Use or any transactions related to these Terms and Conditions of Use will be void if you do not meet this requirement.

6. Electronic communication and records

- 6.1. When you visit the App or send emails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties, although these third parties are bound by the strictest levels of confidentiality. These electronic records shall be proof of the records, unless you can prove otherwise.
- 6.2. Any electronic communication (for example, an email, app message, instant message or SMS) sent to you will be regarded to have been received by you upon being sent by us. This includes, but is not limited to mobile push notifications.
- 6.3. If you are a registered user of the App, you may receive communications from us via email. If you do not want to receive emails from us, you can email us at the information provided at the end of these Terms and Conditions of Use.
- 6.4. We take reasonable steps to protect your personal information and maintain confidentiality, including the use of encryption technology. However, we cannot guarantee the security or integrity of any information you transmit to us online and you agree that you do this at your own risk.

6.5. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

7. Copyright

- 7.1. All content made available on the App (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to us, unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the App is the exclusive property of us and is protected by South African and international copyright laws.
- 7.2. Except if permitted under this or another agreement with us no portion of the App may be copied or transmitted via any means available now or in the future.
- 7.3. Any unauthorised use, alteration or dissemination of the information or content on the App is prohibited.
- 7.4. You agree that if you breach the terms of this agreement, we will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. We will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 7.5. Nothing on the App should be regarded as granting any licence or right to use any trademark without our prior written permission and/or that of any third party.
- 7.6. We try to ensure that technology protects the information on the App. However, we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the App. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

8. User content

- 8.1. In these Terms and Conditions of Use, "your content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to our App, for whatever purpose.
- 8.2. You grant to us a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your content in any existing or future media.
- 8.3. You also grant to us the right to sub-license these rights, and the right to bring an action for infringement of these rights.
- 8.4. You warrant and represent that your content will comply with these Terms and Conditions of Use. Your content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or us or a third party (in each case under any applicable law).
- 8.5. Your content (and its publication on our App) must not:
 - 8.5.1. be libellous or maliciously false;
 - 8.5.2. be obscene or indecent;

- 8.5.3. infringe any copyright, moral right, database right, trademark right, design right, right in passing off, or other intellectual property right;
 - 8.5.4. infringe any right of confidence, right of privacy, or right under data protection legislation;
 - 8.5.5. constitute negligent advice or contain any negligent statement;
 - 8.5.6. constitute an incitement to commit a crime;
 - 8.5.7. be in contempt of any court, or in breach of any court order;
 - 8.5.8. be in breach of racial or religious hatred or discrimination legislation;
 - 8.5.9. be blasphemous;
 - 8.5.10. be in breach of official secrets legislation;
 - 8.5.11. be in breach of any contractual obligation owed to any person;
 - 8.5.12. depict violence in an explicit, graphic or gratuitous manner;
 - 8.5.13. be pornographic or sexually explicit;
 - 8.5.14. be untrue, false, inaccurate or misleading;
 - 8.5.15. consist of or contain any instructions, advice or other information which may be acted upon and could, if acted upon, cause illness, injury or death, or any other loss or damage;
 - 8.5.16. constitute spam;
 - 8.5.17. be offensive, deceptive, threatening, abusive, harassing, or menacing, hateful, discriminatory or inflammatory; or
 - 8.5.18. cause annoyance, inconvenience or needless anxiety to any person.
- 8.6. Your content must be appropriate, civil, tasteful and accord with generally accepted standards of etiquette and behaviour on the internet. You must not use our App to link to any web page or application consisting of or containing material that would, were it posted on our App, breach the provisions of these Terms.
 - 8.7. You may not upload viruses or malicious code or do anything that could disable, overburden, or impair the proper working or appearance of our App.
 - 8.8. You may not access or collect data from our App using automated means (without our prior permission) or attempt to access data you do not have permission to access.
 - 8.9. You must not submit any user content to the App that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.
 - 8.10. We reserve the right to edit or remove any material submitted to our App, or stored on our servers, or hosted or published upon our App.
 - 8.11. Notwithstanding our rights under these Terms in relation to user content, we do not undertake to monitor the submission of such content to, or the publication of such content on, our App.

8.12. You understand that by using the Services, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate, or in some cases, postings that have been mislabelled or are otherwise deceptive. All Content is the sole responsibility of the person who originated such Content.

8.13. If you become aware of any content on the App that breaches these Terms, please notify us immediately.

9. Phishing and spoofing

9.1. If you receive an unsolicited electronic communication that appears to be from us and that requests you to provide personal information (such as your credit card number, user name, or password), or that asks you to verify or confirm your information by clicking on a link, it is most likely that the communication was sent by a "phisher" or "spoofer."

9.2. We will never ask for this type of information, and we strongly recommend that you **do not** respond to these communications and that you **do not** click on the link. Responding to "phishing" places you and your personal information at risk. We cannot be responsible for any consequences resulting from your response to any communication sent by a "phisher" or a "spoofer".

10. Linking to third-party websites and applications

10.1. The mobile application/s may contain certain images and links to other third-party websites and/or applications with information, content or material produced by other parties. These linked third-party websites and/or applications are not under the control of us and we are not responsible for the information, content or material on any linked website and/or application, including, any link contained in a linked website and/or application, or any changes or updates to a linked website and/or application.

10.2. We are providing these links to you only as a convenience, and you agree that the inclusion of links does not imply an endorsement by us of the linked website and/or application, their business or security practices, or any association with its operators.

10.3. From time to time we may employ the services of third parties to assist with the hosting and management of certain services and aspects of the App. We apply every effort to ensure that our sub-contractors comply with our Privacy Policy and widely accepted security standards and they will be accountable for any non-compliance.

10.4. Should you have any queries arising from transactions you conclude with such third parties, you will be required to contact them directly.

11. Disclaimer

11.1. The App and all information, content, tools and materials are provided by us on an "as is" and "and available" basis, unless we inform you in writing.

11.2. We do not guarantee the operation of the App or the information, content, tools or materials on the App. You agree that you use the App at your own risk.

11.3. We do not guarantee that

11.3.1. the App;

11.3.2. the information, content, tools or materials included on the App;

11.3.3. our servers; or

11.3.4. that any electronic communications

sent by us are free from viruses or other harmful components.

11.4. We will not be liable for any damages of any kind arising from your use of the App or from any information, content, tools or materials included on or otherwise made available to you through the App, including for direct, incidental, punitive and/or consequential damages.

11.5. We are committed to providing you with the best possible service. However, we are not responsible for:

11.5.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond our reasonable control; or

11.5.2. any inaccurate, incomplete or inadequate information obtained from the App supplied by you.

11.6. Neither will we be responsible for any direct or indirect loss or damages that may arise from:

11.6.1. any of the events described in this paragraph or the paragraphs above;

11.6.2. your actions or omissions that result in a breach of these Terms and Conditions of Use;

11.6.3. any links to other website and/or applications from the App. You also acknowledge that we cannot control the content of or the products offered on those website and/or applications;

11.6.4. a denial of access to the App should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the App or put us in disrepute; or

11.6.5. your reliance on any of the information, content, tools or materials that you obtain from the App.

11.7. It is very important that you acknowledge and understand that the information included on the App should not to be regarded as either advice or an intermediary service in terms of the Financial Advisory and Intermediary Services Act of 2002. Please consult with your financial adviser should you require any financial services or financial products.

12. Indemnity

12.1. While we make every effort to ensure that the content and information on the App is complete, accurate and up to date, we make no guarantee about the suitability of the products and services on the App or whether they are complete accurate or appropriate.

- 12.2. You agree to fully indemnify us, our directors, and employees, and will not hold us responsible for any claim relating to your use of the App.
- 12.3. You agree to fully indemnify us, our directors and employees, from any errors or inaccuracies or incomplete information made available by third parties (including healthcare professionals, advisors and/or experts) on the App and agree that, we will not be liable for any loss or damages, including direct, indirect and consequential loss, that may arise from any disclosure to or by any third parties.
- 12.4. You agree that all information, including products and services or any terms or conditions relating to them, on the App may change. We will notify you of the important changes within a reasonable time.
- 12.5. You agree that any calculations made on the App are estimates and are meant as guidelines only.
- 12.6. We are not responsible for any mistakes in the performance of any calculators or interactive tools used in the calculations.
- 12.7. All products and services provided on the App are subject to confirmation, and any terms or conditions relating to them, at the time of finalising any transactions.
- 12.8. You accept that some of the information, content, tools or materials on the App come from external sources, and you agree that we are not responsible, and will not be held liable, for any information or content, received from these external sources.

13. Assignment

- 13.1. You hereby agree that we may transfer, sub-contract or otherwise deal with any or all of our rights and/or obligations under these Terms and Conditions of Use. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these Terms and Conditions of Use without obtaining our prior written consent.

14. Community Standards

14.1. Introduction

We recognise how important it is for the **T7C** to be a place where people feel empowered to communicate, and we take seriously our role in keeping abuse off our service. That's why we've developed a set of Community Standards that outline what is and is not allowed on our products and App. Our Community Standards apply to everyone, and to all types of content. People can report potentially violating content, including posts, individual content, and comments. The consequences for violating our Community Standards vary depending on the severity of the violation and the person's history on the platform. For instance, we may warn someone for a first violation, but if they continue to violate our policies, we may restrict their ability to post on our Products and App or disable their profile. We also may notify law enforcement when we believe there is a genuine risk of physical harm or a direct threat to public safety. Our Community Standards are a guide for what is and isn't allowed on our Products and App. It is in this spirit that we ask members of our community to follow these guidelines.

14.2 Dangerous Individuals and Organisations

We do not allow any organisations or individuals that proclaim a violent mission or are engaged in violence to have a presence on our Products and App. This includes organisations or individuals involved in the following:

- Hate groups
- Violent extremist organisations
- Homicide
- Human trafficking
- Organ trafficking
- Arms trafficking
- Drug trafficking
- Kidnapping
- Extortion
- Blackmailing
- Money laundering
- Fraud
- Cybercrime

We do not post:

- Names, symbols, logos, flags, slogans, uniforms, gestures, portraits, or other objects meant to represent dangerous individuals and/or organisations.
- Content that praises, glorifies, or supports dangerous individuals and/or organisations.
- **Exceptions:** Educational, historical, satirical, artistic, and other content that can be clearly identified as counter speech or aims to raise awareness of the harm caused by dangerous individuals and/or organisations.

We may also remove content that expresses support or praise for groups, leaders, or individuals involved in these activities.

14.3 Violence and Incitement

We aim to prevent potential offline harm that may be related to content on our App. While we understand that people commonly express disdain or disagreement by threatening or calling for violence in non-serious ways, we may remove language that incites or facilitates serious violence. We may remove content, disable accounts, and work with law enforcement when we believe there is a genuine risk of physical harm or direct threats to public safety.

14.4 Coordinating Harm and Publicising Crime

To prevent and disrupt offline harm and copycat behaviour, we may prohibit people from facilitating, organising, promoting, or admitting to certain criminal or harmful activities targeted at people, businesses, property or animals. We allow people to debate and advocate for the legality of criminal and harmful activities, as well as draw attention to harmful or criminal activity that they may witness or experience if they do not advocate for or coordinate harm.

14.5 Regulated Goods

To encourage safety and compliance with common legal restrictions, we may prohibit attempts by individuals, manufacturers, and retailers to purchase, sell, or trade non-medical drugs, pharmaceutical drugs, and marijuana. We may also prohibit the purchase, sale, gifting, exchange, and transfer of firearms, including firearm parts or ammunition, between private individuals on our App. Firearm stores and online retailers may promote items available for sale off of our services as long as those retailers comply with all applicable laws and regulations. We allow discussions about sales of firearms and firearm parts in stores or by online retailers and advocating for changes to firearm regulation.

14.6 Fraud and Deception

In an effort to prevent and disrupt harmful or fraudulent activity, we may remove content aimed at deliberately deceiving people to gain an unfair advantage or deprive another of money, property, or legal right. However, we allow people to raise awareness and educate others as well as condemn these activities using our platform.

14.7 Suicide and Self-Injury

In an effort to promote a safe environment on our App, we may remove content that encourages suicide or self-injury, including certain graphic imagery, real-time depictions, and fictional content that might lead others to engage in similar behaviour. Self-injury is defined as the intentional and direct injuring of the body, including self-mutilation and eating disorders.

14.8 Child Sexual Exploitation, Abuse and Nudity

We do not allow content that sexually exploits or endangers children. We know that sometimes people share nude images of their own children with good intentions; however, we may remove these images because of the potential for abuse by others and to help avoid the possibility of other people reusing or misappropriating the images.

14.9 Sexual Exploitation of Adults

We may remove content that depicts, threatens or promotes sexual violence, sexual assault, or sexual exploitation. We may remove content that displays, advocates for, or coordinates sexual acts with non-consenting parties or commercial sexual services, such as prostitution and escort services. We do this to avoid facilitating transactions that may involve trafficking, coercion, and non-consensual sexual acts. To protect victims and survivors, we may also remove images that depict incidents of sexual violence and intimate images shared without permission from the people pictured.

14.10 Bullying and Harassment

Bullying and harassment happen in many places and come in many different forms, from making threats to releasing personally identifiable information, to sending threatening messages, and making unwanted malicious contact. We do not tolerate this kind of behaviour because it prevents people from feeling safe and respected on our App. We distinguish between public figures and private individuals because we want to allow discussion, which often includes critical commentary of people who are featured in the news or who have a large public audience. For public figures, we may remove attacks that are severe as well as certain attacks where the public figure is directly tagged in the post or comment. For private individuals, our protection may go further: we may remove content that's meant to degrade or shame, including, for example, claims about someone's sexual activity. Context and intent matter, and we may allow people to share and re-share posts if it is clear that something was shared in order to condemn or draw attention to bullying and harassment.

14.11 Human Exploitation

In an effort to disrupt and prevent harm, we may remove content that facilitates or coordinates the exploitation of humans, including human trafficking. We define human trafficking as the business of depriving someone of liberty for profit. It is the exploitation of humans in order to force them to engage in commercial sex, labour, or other activities against their will. It relies on deception, force and coercion, and degrades humans by depriving them of their freedom while economically or materially benefiting others.

14.12 Privacy Violations and Image Privacy Rights

Privacy and the protection of personal information are fundamentally important values for our App. We try to keep your account secure and safeguard your personal information in order to protect you from potential physical or financial harm. You should not post personal or confidential information about others without first getting their consent.

14.13 Hate Speech

We do not allow hate speech on our App because it creates an environment of intimidation and exclusion and in some cases may promote real-world violence. We define hate speech as a direct attack on people based on race, ethnicity, national origin, religious affiliation, sexual orientation, caste, sex, gender, gender identity, and serious disease or disability. We define attack as violent or dehumanising speech, harmful stereotypes, statements of inferiority, or calls for exclusion or segregation.

14.14 Violent and Graphic Content

We may remove content that glorifies violence or celebrates the suffering or humiliation of others because it may create an environment that discourages participation. We may allow graphic content to help people raise awareness about issues. We know that people value the ability to discuss important issues like human rights abuses or acts of terrorism. We also know that people have different sensitivities about graphic and violent content.

14.15 Adult Nudity and Sexual Activity

We may restrict the display of nudity or sexual activity because some people in our community may be sensitive to this type of content. Additionally, we default to removing sexual imagery to prevent the sharing of non-consensual or underage content. Restrictions on the display of sexual activity also apply to digitally created content unless it is posted for educational, humorous, or satirical purposes.

14.16 Sexual Solicitation

We recognise the importance of and want to allow for this discussion to draw attention to sexual violence and exploitation. We draw the line, however, when content facilitates, encourages or coordinates sexual encounters between adults. We also may restrict sexually explicit language that may lead to solicitation because some audiences within our community may be sensitive to this type of content and it may impede the ability for people to connect with the broader community.

14.17 Cruel and Insensitive

We believe that people share and connect more freely when they do not feel targeted based on their vulnerabilities. As such, we have higher expectations for content that we call cruel and insensitive, which we define as content that targets victims of serious physical or emotional harm. We may remove explicit attempts to mock victims and mark as cruel implicit attempts, many of which take the form of memes and GIFs.

14.18 Misrepresentation

Authenticity is the cornerstone of our community. We believe that people are more accountable for their statements and actions when they use their authentic identities. That's why we require people to connect on our App using the name they go by in everyday life. Our policies are intended to create a safe environment where people can trust and hold one another accountable.

14.19 Spam

We will try limit the spread of spam because we do not want to allow content that is designed to deceive, or that attempts to mislead users to increase viewership. This content creates a negative

user experience and detracts from people's ability to engage authentically in online communities. We also aim to prevent people from abusing our platform, products, or features to artificially increase viewership or distribute content en masse for commercial gain.

14.20 Cybersecurity

We recognise that the safety of our users extends to the security of their personal information. Attempts to gather sensitive personal information by deceptive or invasive methods are harmful to the authentic, open, and safe atmosphere that we want to foster. Therefore, we do not allow attempts to gather sensitive user information through the abuse of our platform and products.

14.21 Inauthentic Behaviour

In line with our commitment to authenticity, we don't allow people to misrepresent themselves on our App, use fake accounts, artificially boost the popularity of content, or engage in behaviours designed to enable other violations under our Community Standards.

14.22 Manipulated Media

Media, including image, audio, or video, can be edited in a variety of ways. In many cases, these changes are benign, like a filter effect on a photo. In other cases, the manipulation isn't apparent and could mislead, particularly in the case of video content. We will aim to remove this category of manipulated media.

14.23 Intellectual Property

Our App takes intellectual property rights seriously and believes they are important to promoting expression, creativity, and innovation in our community. You own all of the content and information you post on our App. However, before sharing content on our App, please be sure you have the right to do so. We ask that you respect other people's copyrights, trademarks, and other legal rights. We are committed to helping people and organisations promote and protect their intellectual property rights. Our Terms and Conditions of Use do not allow people to post content that violates someone else's intellectual property rights, including copyright and trademark.

14.24 User Requests

We comply with:

- User requests for removal of their own account.
- Requests for removal of a deceased user's account from a verified immediate family member or executor.
- Requests for removal of an incapacitated user's account from an authorised representative.

14.25 Additional Protection of Minors

We comply with:

- Requests for removal of an underage account.
- Government requests for removal of child abuse imagery depicting, for example, beating by an adult or strangling or suffocating by an adult.
- Legal guardian requests for removal of attacks on unintentionally famous minors.

15 Privacy Policy

15.1 Introduction

15.1.1. We are committed to safeguarding the privacy of the users of our App/s.

15.1.2. This policy applies where we are acting as a data controller with respect to the personal information of such persons; in other words, where we determine the purposes and means of the processing of that personal information.

15.1.3. In this policy, "we", "us" and "our" refer to **T7C**.

15.1.4. Your privacy is important to us. This privacy statement explains the personal data T7C processes, how T7C processes it, and for what purposes.

15.1.5. T7C offers a wide range of products, including server products used to help operate enterprises worldwide, devices you use in your home and services developers use to create and host what's next. References to T7C products in this statement include T7C services, websites, apps, software, servers, and devices.

15.1.6. Please read the product-specific details in this privacy statement, which provide additional relevant information. This statement applies to the interactions T7C has with you and the T7C products listed below, as well as other T7C products that display this statement.

15.2. The personal information that we collect

15.2.1. We have set out the general categories of personal information that we process.

15.2.2. We may process information enabling us to get in touch with you ("contact information"). The contact information may include your name, email address and telephone number. The source of the contact information is you.

15.2.3. We may process your App/s user account information ("account information"). The account information may include your account identifier, name, email address, account creation and modification dates, App/s settings and marketing preferences. The primary source of the account information is you, although some elements of the account information may be generated by our App/s.

15.2.4. We may process your information included in your personal profile on our App/s ("profile information"). The profile information may include your name, address, telephone number,

email address, profile pictures, gender, date of birth, location, employment details, income, languages, relationship status, interests and hobbies, educational details. The source of the profile information is you.

15.2.5. We may process your personal information that are provided in the course of the use of our services and generated by our services in the course of such use ("service information"). The source of the service information is you and/or our services.

15.2.6. We may process information contained in or relating to any communication that you send to us or that we send to you ("communication information"). The communication information may include the communication content and metadata associated with the communication. Our App/s and will generate the metadata associated with communications made using the contact options.

15.2.7. We may process information about your use of our App/s, and services ("usage information"). The usage information may include your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views and App/s navigation paths, as well as information about the timing, frequency and pattern of your service use. The source of the usage information is our analytics tracking system.

15.2.8. Please do not supply any other person's personal information to us, unless we prompt you to do so.

15.2.9. T7C collects data from you, through our interactions with you and through our products. You provide some of this data directly, and we get some of it by collecting data about your interactions, use, and experiences with our products. The data we collect depends on the context of your interactions with T7C and the choices you make, including your privacy settings and the products and features you use. We also obtain data about you from third parties.

15.2.10. If you represent an organisation, such as a business or school, that utilises Enterprise and Developer Products from T7C, please see the Enterprise and developer products section of this privacy statement to learn how we process your data. If you are an end user of a T7C product or a T7C account provided by your organisation, please see the Products provided by your organisation and the T7C account sections for more information.

15.2.11. You have choices when it comes to the technology you use and the data you share. When we ask you to provide personal data, you can decline. Many of our products require some personal data to provide you with a service. If you choose not to provide data required to provide you with a product or feature, you cannot use that product or feature. Likewise, where we need to collect personal data by law or to enter into or carry out a contract with you, and you do not provide the data, we will not be able to enter into the contract; or if this relates to an existing product you're using, we may have to suspend or cancel it. We will notify you if this is the case at the time. Where providing the data is optional, and you choose not to share personal data, features like personalisation that use such data will not work for you.

15.3. **How we use personal data**

15.3.1. T7C uses the data we collect to provide you with rich, interactive experiences. In particular, we use data to provide our products, which includes updating, securing, and

troubleshooting, as well as providing support. It also includes sharing data, when it is required to provide the service or carry out the transactions you request.

15.4. Improve and develop our products

15.4.1. We also use the data to operate our business, which includes analysing our performance, meeting our legal obligations, developing our workforce, and doing research.

15.4.2. In carrying out these purposes, we combine data we collect from different contexts (for example, from your use of two T7C products) or obtain from third parties to give you a more seamless, consistent, and personalised experience, to make informed business decisions, and for other legitimate purposes.

15.4.3. Our processing of personal data for these purposes includes both automated and manual (human) methods of processing. Our automated methods often are related to and supported by our manual methods. For example, our automated methods include artificial intelligence (AI), which we think of as a set of technologies that enable computers to perceive, learn, reason, and assist in decision-making to solve problems in ways that are similar to what people do. To build, train, and improve the accuracy of our automated methods of processing (including AI), we manually review some of the predictions and inferences produced by the automated methods against the underlying data from which the predictions and inferences were made. For example, we manually review short snippets of voice data that we have taken steps to de-identify to improve our speech recognition technologies. This manual review may be conducted by T7C employees or vendors who are working on T7C's behalf.

15.5. Reasons we share personal data

15.5.1. We share your personal data with your consent or to complete any transaction or provide any product you have requested or authorised. We also share data with T7C-controlled affiliates and subsidiaries; with vendors working on our behalf; when required by law or to respond to legal process; to protect our customers; to protect lives; to maintain the security of our products; and to protect the rights and property of T7C and its customers.

15.6. How to access and control your personal data

15.6.1. You can also make choices about the collection and use of your data by T7C. You can control your personal data that T7C has obtained, and exercise your data protection rights, by contacting T7C or using various tools we provide. In some cases, your ability to access or control your personal data will be limited, as required or permitted by applicable law. How you can access or control your personal data will also depend on which products you use. For example, you can:

15.6.2. Control the use of your data for interest-based advertising from T7C by visiting our opt-out page.

15.6.3. Choose whether you wish to receive promotional emails, SMS messages, telephone calls, and postal mail from T7C.

- 15.6.4. Access and clear some of your data through the T7C privacy dashboard.
- 15.6.5. Not all personal data processed by T7C can be accessed or controlled via the tools above. If you want to access or control personal data processed by T7C that is not available via the tools above or directly through the T7C products you use, you can always contact T7C at the address in the How to contact us section or by using our web form.
- 15.6.6. We provide aggregate metrics about user requests to exercise their data protection rights via the T7C Privacy Report.

15.7. **Cookies and similar technologies**

- 15.7.1. Cookies are small text files placed on your device to store data that can be recalled by a web server in the domain that placed the cookie. We use cookies and similar technologies for storing and honouring your preferences and settings, enabling you to sign in, providing interest-based advertising, combating fraud, analysing how our products perform and fulfilling other legitimate purposes. T7C apps use additional identifiers, such as the advertising ID in Windows described in the Advertising ID section of this privacy statement, for similar purposes.
- 15.7.2. We also use “web beacons” to help deliver cookies and gather usage and performance data. Our websites may include web beacons, cookies, or similar technologies from third-party service providers.
- 15.7.3. You have a variety of tools to control the data collected by cookies, web beacons, and similar technologies. For example, you can use controls in your internet browser to limit how the websites you visit are able to use cookies and to withdraw your consent by clearing or blocking cookies.

15.8. **Collection of data from children**

- 15.8.1. When a T7C product collects age, and there is an age in your jurisdiction under which parental consent or authorisation is required to use the product, the product will either block users under that age or will ask them to provide consent or authorisation from a parent or guardian before they can use it. We will not knowingly ask children under that age to provide more data than is required to provide for the product.
- 15.8.2. Once parental consent or authorisation is granted, the child's account is treated much like any other account. The child can access communication services and can freely communicate and share data with other users of all ages.
- 15.8.3. Parents or guardians can change or revoke the consent choices previously made, and review, edit or request the deletion of the personal data of the minors for whom they provided consent or authorisation.

15.9. **Purposes of processing and legal bases**

- 15.9.1. We have set out the purposes for which we may process personal information and the legal bases of the processing.

- 15.9.2. **Operations** - We may process your personal information for the purposes of operating our App/s and providing our services. The legal basis for this processing is our legitimate interests, namely the proper administration of our App/s, services and business.
- 15.9.3. **Publications** - We may process account information, profile information and/or service information for the purposes of publishing such information on our App/s and elsewhere through our services in accordance with your express instructions. The legal basis for this processing is our legitimate interests, namely the publication of content in the ordinary course of our operations.
- 15.9.4. **Relationships and communications** - We may process contact information, account information and/or communication information for the purposes of managing our relationships, communicating with you (excluding communicating for the purposes of direct marketing) by push notification, email, SMS, post, fax and/or telephone, providing support services and complaint handling. The legal basis for this processing is our legitimate interests, namely communications with our App and service users, the maintenance of relationships, and the proper administration of our App/s services and business.
- 15.9.5. **Personalisation** - We may process account information, service information and/or usage information for the purposes of personalising the content and advertisements that you see on our App/s and through our services to ensure that you only see material that is relevant to you. The legal basis for this processing is our legitimate interests, namely offering the best possible experience for our App/s users and service users.
- 15.9.6. **Direct marketing** - We may process contact information, account information and profile information for the purposes of creating, targeting and sending direct marketing communications by email, SMS, post and/or fax and making contact by telephone for marketing-related purposes. The legal basis for this processing is our legitimate interests, namely promoting our business and communicating marketing messages and offers to our App/s users and service users.
- 15.9.7. **Research and analysis** - We may process usage information and/or service information for the purposes of researching and analysing the use of our App/s and services, as well as researching and analysing other interactions with our business. The legal basis for this processing is our legitimate interests, namely monitoring, supporting, improving and securing our App/s, services and business generally.
- 15.9.8. **Record keeping** - We may process your personal information for the purposes of creating and maintaining our databases, back-up copies of our databases and our business records generally. The legal basis for this processing is our legitimate interests, namely ensuring that we have access to all the information we need to properly and efficiently run our business in accordance with this policy.
- 15.9.9. **Security** - We may process your personal information for the purposes of security and the prevention of fraud and other criminal activity. The legal basis of this processing is our legitimate interests, namely the protection of our App/s, services and business, and the protection of others.
- 15.9.10. **Insurance and risk management** - We may process your personal information where necessary for the purposes of obtaining or maintaining insurance coverage, managing risks and/or obtaining professional advice. The legal basis for this processing is our legitimate interests, namely the proper protection of our business against risks.
- 15.9.11. **Legal claims** - We may process your personal information where necessary for the establishment, exercise or defence of legal claims, whether in court proceedings or in

an administrative or out-of-court procedure. The legal basis for this processing is our legitimate interests, namely the protection and assertion of our legal rights, your legal rights and the legal rights of others.

- 15.9.12. **Legal compliance and vital interests** - We may also process your personal information where such processing is necessary for compliance with a legal obligation to which we are subject or in order to protect your vital interests or the vital interests of another natural person.

15.10. **Providing your personal information to others**

- 15.10.1. We may disclose your personal information to any member of our group of companies (this means our subsidiaries, our ultimate holding company and all its subsidiaries) insofar as reasonably necessary for the purposes, and on the legal bases, set out in this policy.
- 15.10.2. We may disclose your personal information to our insurers and/or professional advisers insofar as reasonably necessary for the purposes of obtaining or maintaining insurance coverage, managing risks, obtaining professional advice.
- 15.10.3. We may disclose personal information to our suppliers or subcontractors identified below insofar as reasonably necessary. We only share information with them that is required for the services offered.
- 15.10.4. In addition to the specific disclosures of personal information set out in this Section, we may disclose your personal information where such disclosure is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person. We may also disclose your personal information where such disclosure is necessary for the establishment, exercise, or defence of legal claims, whether in court proceedings or in an administrative or out-of-court procedure.

15.11. **Retaining and deleting personal information**

- 15.11.1. We sets out our data retention policies and procedures, which are designed to help ensure that we comply with our legal obligations in relation to the retention and deletion of personal information.
- 15.11.2. Personal information that we process for any purpose or purposes shall not be kept for longer than is necessary for that purpose or those purposes.
- 15.11.3. We will retain your personal information as follows for a minimum period of 90 days following the date of deletion of the profile by you, and for a maximum period of 180 days following that date.
- 15.11.4. Notwithstanding the other provisions of this Section, we may retain your personal information where such retention is necessary for compliance with a legal obligation to which we are subject, or in order to protect your vital interests or the vital interests of another natural person.

15.12. **Your rights**

- 15.12.1. we have listed the rights that you have under data protection law.
- 15.12.2. Your principal rights under data protection law are:
 - 15.12.2.1. **the right to access** - you can ask for copies of your personal information;
 - 15.12.2.2. **the right to request** correction, deletion or destruction of your personal information;
 - 15.12.2.3. **the right to object** when the processing is justified by legitimate interests of data subject or of the responsible party or when the processing is for direct marketing purposes;
 - 15.12.2.4. **the right to not have personal information processed** for the purpose of direct marketing by means of unsolicited electronic communications;
 - 15.12.2.5. **the right to not be subject**, under certain circumstances, to a decision which results in legal circumstances based solely on the basis of the **automated processing**;
 - 15.12.2.6. **the right to complain to the Regulator** - you can complain about our processing of your personal information; and
- 15.12.3. You may exercise any of your rights in relation to your personal information by written notice to us, using the contact details set out below.

15.13. **Third-party websites**

- 15.13.1. Our App/s includes hyperlinks to, and details of, third-party websites.
- 15.13.2. In general, we have no control over, and are not responsible for, the privacy policies and practices of third parties.

15.14. **Personal data of children**

- 15.14.1. Our App/s and services are targeted at persons over the age of 18.
- 15.14.2. If we have reason to believe that we hold personal information of a person under that age in our databases, we will delete that personal information.

15.15. **Updating information**

- 15.15.1. Please let us know if the personal information that we hold about you needs to be corrected or updated.

15.16. **Sub processors**

- 15.16.1. We use a select number of trusted external service providers for certain technical data processing and/or service offerings. These service providers are carefully selected and meet high data protection and security standards. We only share information with them that is required for the services offered.

16. Amendments

- 16.1. We may update this policy from time to time by publishing a new version on our website.
- 16.2. You should check this page occasionally to ensure you are happy with any changes to this policy.
- 16.3. We may notify you of significant changes to this policy by notice within the App.

17. Our details

- 17.1. This App is owned and operated by T7C
- 17.2. We are Company registered in South Africa and our registered office is at 108 Elizabeth Avenue, Parkmore, Sandton, 2196
- 17.3. Our principal place of business is at 108 Elizabeth Avenue, Parkmore, Sandton, 2196
- 17.4. You can contact us:
- 17.4.1. via the website <https://t7c.co.za/> ;
 - 17.4.2. by email, using info@t7c.co.za
 - 17.4.3. by post, to 108 Elizabeth Avenue, Parkmore, Sandton, 2196

18. Applicable law

- 18.1. By accessing and using the App, you agree that the laws of the Republic of South Africa will govern these Terms and Conditions of Use, and you consent to the jurisdiction of the South African courts in respect of any dispute which may arise from these Terms and Conditions of Use.

19. Changes to these Terms and Conditions of Use

- 19.1. We may change the terms and conditions of these Terms and Conditions of Use from time to time. We recommend that you familiarise yourself with these Terms and Conditions of Use regularly.
- 19.2. The current version of these Terms and Conditions of Use will apply each time that you access and use the App.

20. General Provisions

- 20.1. The headings of the clauses in these Terms and Conditions of Use is provided for convenience and ease of reference only, and will not be used to interpret, modify or amplify these Terms and Conditions of Use.
- 20.2. If any provision of these Terms and Conditions of Use is held to be illegal, invalid or unenforceable, that illegality, invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions of Use.
- 20.3. No failure or delay by us to exercise any of its rights will be regarded as a waiver of its rights, nor will it affect the validity of any part of these Terms and Conditions of Use.

21. Complaints

You may report to the Information Regulator if you are unhappy with how we have used your Information. Their contact details are as follows:

Address:

The Information Regulator (South Africa)
33 Hoofd Street, Forum III, 3rd Floor Braampark

P.O Box 31533, Braamfontein, Johannesburg, 2017

Email: complaints.IR@justice.gov.za