

TERMS OF USE | PRIVACY POLICY | POPIA | E-SECURITY AND E-DIGITAL POLICY

(Multipurpose Notice and Agreement)

For ALKEBULAN ONLINE | Alkebulan Online (Pty) Ltd | (2024 / 756234 / 07)

This document contains the terms & conditions upon which your use of any ALKEBULAN ONLINE resource, platform or website (website) is dependent. Please note ALKEBULAN ONLINE has several departments / divisions, and an overview can be viewed at <https://www.alkebulan.online>

The terms & conditions (T&Cs) are inclusive of topics including usage, privacy, information & data, content and your legal rights in terms of The Protection of Personal Information Act (POPIA). The T&Cs are broken down in to the following sections:

- Section A: Acceptance.
 - Section B: About Us.
 - Section C: Personal Information and Privacy.
 - Section D: Copyright.
 - Section E: Usage levels.
 - Section F: General Terms.
 - Section G: E-Security And E-Digital Policy
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Section A.

Acceptance & Definitions.

1. Use of 'ALKEBULAN ONLINE' is subject to you agreeing to these T&Cs. Should you decide not to accept the T&Cs, you shall cease engaging with us on any of our platforms or mediums.
2. In the absence of another indication of intent, a person who continues engaging with ALKEBULAN ONLINE shall be assumed to have read these T&Cs and thereby becomes a 'User' who has accepted fully, without exception, reservation or objections, to be bound to these T&Cs, therefore constituting a legally binding agreement.
3. Should a User, for any reason, want to explicitly terminate the Agreement that arises after accepting the T&Cs (as explained in point 2 above), the User must notify ALKEBULAN ONLINE of this in writing via questions@alkebulan.online or cell WhatsApp +2738994852. The User understands that in doing so –
 - he/she no longer will be able to rightfully engage on ALKEBULAN ONLINE 's websites or platforms, and may be actively prevented from doing so;
 - he/she remains bound by the T&Cs during the period of use.
4. Reference to 'platform/s' within this T&Cs refer to any of ALKEBULAN ONLINE owned or managed digital platforms, including but not limited to websites, digital communications or Apps.
5. Reference to 'content' within this T&Cs refers to, but is not limited to, any text, images, video, sound, download, link, media, contact information, user date, or subject date or data subject information.
6. Reference to 'process' in relation to information means to save, disseminate, publish or share the information.

Section B.

About Us.

1. Reference to 'ALKEBULAN ONLINE' or 'We' refers to the commercial trading entity the User is in agreement with. Alkebulan Online (Pty) Ltd | (2024 / 756234 / 07) can be reached via email: questions@alkebulan.online or cell WhatsApp +2738994852. ALKEBULAN ONLINE owns and operates several websites, each enabling a business division / department of ALKEBULAN ONLINE. ALKEBULAN ONLINE promotes / sells / brokers / trades services and/or products of contracted or arranged service providers, as well as products and services it might produce itself.
2. The User can request further particulars about ALKEBULAN ONLINE via email (to the above address) and, once ALKEBULAN ONLINE has been able to authenticate the request, it will consider – but is not obligated to offer further details to the requestor.
3. These T&Cs may be updated at any time. Accordingly, the User should revisit this document every time they make use of a website or any resource / platform related to ALKEBULAN ONLINE .
4. Any User who feels there is an infringement on their rights, agrees to first notify ALKEBULAN ONLINE in writing of the concern and allow ALKEBULAN ONLINE five working days to resolve the matter internally before escalating the issue externally, either to an appropriate authority or for resolution via mediation or litigation. Such communication can be directed to questions@alkebulan.online

Section C.

Personal Information & Privacy.

1. In becoming a User, you are accepting to and providing information to ALKEBULAN ONLINE. Dependent upon the level of such use (see Section E), this information is used to enable ALKEBULAN ONLINE , and by extension its staff, agents, 3rd parties or suppliers, to
 - a. stay in contact with you,
 - b. maintain and update a User database,
 - c. provide or offer you resources, services or products,
 - d. improve our services and products,
 - e. communicate your needs and intent with staff, agents, suppliers or service providers
 - f. market services or goods or information and news related to services or goods.ALKEBULAN ONLINE adds every User with an email address to its email runs. (Each communication has a link to allow you to remove yourself from this subscribed list should you wish to stop receiving such communications and opt out of the mailrun.)

(Purposes in this section from A-F, are hereinafter referred to or are “permissible purposes” and by becoming a user, you have given us explicit permission)

2. Your information will only be used for the permissible purposes listed above and within Section E, and by engaging with ALKEBULAN ONLINE you are opting in to such use and permissible purposes.
3. The sources ALKEBULAN ONLINE obtains information from includes websites, social media (when information is shared/made public), digital communication (not limited to chatbots, forms, and emails), phone, whatsapp, our suppliers (not limited to hosting and 3rd party information suppliers), printed and posted public sources in public domain.
4. We do not process user information if your engagement on our website/s / platform/s is merely casual browsing (passive), but we may load web browser cookies.
5. We do process user information if you engage with us actively on our website/s / platform/s or with any commercial intent, and therefore you are agreeing to becoming a user and giving

consent for use of information for permissible uses as outlined in this agreement, and opting in in terms of PoPIA and other applicable regulations and laws related to digital communications.

6. We will only share your information with persons who are our employees or agents or acting as a representative on our behalf, and then we will do so only to the extent strictly necessary to provide the goods or services requested. We will not sell your information under any circumstances.
7. As a User, you are defined as a Data Subject in terms of POPIA. You have all the rights afforded by POPIA as a consequence. We will fully engage with you regarding your rights afforded by POPIA. All communication in this regard can be directed to questions@alkebulan.online and ALKEBULAN ONLINE will respond within 3 working days of receipt.
8. ALKEBULAN ONLINE reserves the right to pursue legal action against any User / Client / Supplier who provides falsified / misleading / manipulated data or information for their own personal gain or interest.

Section D.

Copyright.

1. All content published on the website or included in any ALKEBULAN ONLINE medium platform, which content includes any variety of: text, images and video, literary works, musical works, artistic works, sound recordings, cinematography, sound and television broadcasts, program-carrying signals and published editions, are subject to copyright in terms of the Copyright Act.
2. Unless you receive our written agreement, you shall not copy, reproduce, adapt, broadcast, transmit, publish, sell, licence, share or in any way deal with the content.
3. Nothing contained within the platform may be construed by you, the User, as granting by implication, estoppel or otherwise, any licence or right of use to any mark or content displayed on the website.
4. When used, we have licence / permission from the owner to publish all content which is not owned by us. We may from time to time display content sourced from a public or open source. In such an instance, we acknowledge that our rights of use are limited and acknowledge the moral rights of the author.
5. As a matter of policy, we do not use content that is contrary to our statements in 4 above. However, should we inadvertently publish or use content reasonably believing it to open source/ free to use, and an owner of such content becomes aware that this is not the case, he/she is requested to please notify ALKEBULAN ONLINE immediately in writing via email: questions@alkebulan.online so that content can be removed.
6. ALKEBULAN ONLINE reserves the right to make any changes to any platforms at any times and without further notice. In so doing, we assume no liability or responsibility for the consequences.

Section E.

Usage levels.

1. **Casual use.** (Passive)

The User may visit / use a ALKEBULAN ONLINE platform passively: browse, view, read, watch or listen to content, without providing personal identify information or data, but understands that certain platforms do record IP address, general analytics and may load browser cookies. Casual use does not include engaging with any ALKEBULAN ONLINE

platform via digital communication, e-form, downloads, comments or active participation of any sort.

2. Unsolicited Information.

- a. If a User posts / writes / sends unsolicited or unrequested content / info onto ALKEBULAN ONLINE via platforms / offices / staff / representatives: the User grants ALKEBULAN ONLINE a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such Information throughout the world in any media or support in the delivery of services to its clients.
- b. In addition, the User also grants the right to use the name of the person and entity included with the Users submission connected with such Information.
- c. Furthermore, the User warrants that the User owns or otherwise controls all of the rights to the Information that the User posts or shares; that the Information is accurate; that by the supply of the Information to ALKEBULAN ONLINE or posted / shared with ALKEBULAN ONLINE, that the User does not violate Policy, Laws or infringe on the rights of any person or entity; and that the User indemnifies ALKEBULAN ONLINE for all claims resulting from their own actions.

3. Solicited Information. (Active)

This is the principal User level, and most frequently involves us offering the User a quote / invoice, or also referred to as a 'Client', however an active User is any person or entity that engages on any of our platforms in such a way that it suggests an interest in commercial trade or business intent. This category also can apply to service providers or 3rd party agents who engage with ALKEBULAN ONLINE.

- a. ALKEBULAN ONLINE requires certain personal information or data to engage with a User and/or process transactions if the User desires / requests. ALKEBULAN ONLINE receives and stores all Information the User provides / shares in this instance. The User may choose not to provide certain Information / data, but that may limit the level of engagement / services or products that the User may obtain / benefit from ALKEBULAN ONLINE.
- b. ALKEBULAN ONLINE provides products / services in conjunction with suppliers / affiliates / agents and subsidiaries / 3rd parties, and in this regard and unless specifically restricted by the User, the User concedes to ALKEBULAN ONLINE offering a non-exclusive, perpetual, irrevocable, and fully sub-licensable right to use: save / share / process / reproduce / modify / adapt / publish / translate / create derivative works from / distribute / display such Information for the purposes of the task / process at hand.

Section F.

General Terms.

1. Promotional Information.

ALKEBULAN ONLINE aspires to provide 'first-class' service to Users, Clients and Suppliers, which necessitates that our office uses / processes information provided by Users, Clients and Suppliers to stay in contact / process / communicate, service / produce / trade / market. In each instance, the User is offered the opportunity to opt-out of such information via response to the originating communication or email questions@alkebulan.online

2. Business / Entity Transfers.

ALKEBULAN ONLINE will not transfer User or Content information / data to a new party or trading entity if ALKEBULAN ONLINE or its interests are sold without first publishing a 'User's Notice' and allowing for a window of opportunity to object.

3. Lawful Purposes:

When ALKEBULAN ONLINE is served with legal notice requiring the hand over / delivery of personal customer Information or a Data Subject, it has the legal duty to abide by that demand, and will do so.

4. Privacy: Surveys:

ALKEBULAN ONLINE will request permission for usage on a per project basis.

5. Access to and use of information:

- a. ALKEBULAN ONLINE receives various types of information / data from Users who access ALKEBULAN ONLINE digital platforms and engage with ALKEBULAN ONLINE , or its staff, agents or supplier via digital methods. ALKEBULAN ONLINE takes every effort to protect Information and Data Subjects, including issuing policy to Staff and permanent Suppliers. In addition, information is stored at limited locations, and information is only made available on a need to access basis. ALKEBULAN ONLINE also has reasonable firewall and virus software on its own equipment.
- b. Despite reasonable steps and undertakings, it is possible for digital communications or data to be intercepted and/or stolen by criminals, and a User has to accept that the digital criminal environment and elements in cyberwarfare / cybercrime are ever evolving. Therefore, all Users / Client accept that privacy and Data Subject information cannot ever be 100% secure, and therefore the User / Client indemnifies ALKEBULAN ONLINE of any damages or loss, directly or indirectly, that may result from a data breach or digital crime of any sort. Also refer to section G "E-Security And E-Digital Policy"
- c. ALKEBULAN ONLINE explicitly refutes permission and usage to any 3rd party or external organizations to use its own people/staff/supplier or any technology, such as but not limited to: search bots, crawling technology, AI or algorithms, or software or Aps, to assess / process / index / review / copy / create reports / share content or details of our resources, with intent to prejudice our organization or staff, supplier, Users / agents in any way. Any 3rd party or external organization found to be guilty of such an offence is hereby notified that ALKEBULAN ONLINE reserves its rights as provided to us in terms of the Law of South Africa to claim for losses, damages and costs.
- d. ALKEBULAN ONLINE has given Google.com and Social Media Platforms limited permission and access of ALKEBULAN ONLINE platforms for SEO and other Marketing purposes. Every User explicitly consents to this as part of this agreement.

6. Online Payments:

Should a User / Client offer / provide their bank / debit / credit card information / details via a ALKEBULAN ONLINE 3rd party online payment gateway, for the purpose of payment for a service or product, the User / Client indemnifies ALKEBULAN ONLINE of all losses or damage if the payment platform is breached / hacked / subject to cybercrime or a technical problem. ALKEBULAN ONLINE does not save credit card information on any of its own internal systems. No refunds or losses can be claimed from ALKEBULAN ONLINE. A User / Client can opt to do a payment via a direct EFT payment from their own bank platform to avoid this risk.

7. Right to refuse services. ALKEBULAN ONLINE has an internal policy which limits engagement with any business or person that:

- is pursuing any interests in exploration of new fossil fuels, and / or
- is involved with any form of hunting for sports or pleasure, and / or
- is involved in any harmful environmental, political or social injustice.

8. Miscellaneous:

- a. ALKEBULAN ONLINE and its resources operate within the Republic of South Africa. ALKEBULAN ONLINE makes no representation that the Content / Platforms / Digital communications are appropriate for use in another country.
- b. A User may not use ALKEBULAN ONLINE resources and platforms in violation of South African law.
- c. The User consents to the jurisdiction of the Western Cape High Court.
- d. If any term is found by a Court to be invalid or unenforceable, that term is excised and the balance of the terms shall remain enforceable.
- e. ALKEBULAN ONLINE platforms and communications, as well as all content (current and future) are provided on an "as is" basis, and may include inaccuracies or typographical or technical errors despite ALKEBULAN ONLINE's best intent. Therefore, ALKEBULAN ONLINE offers no warranty or representation as to the availability, accuracy (detail and processing), and ownership, competence of the platforms / content or digital communication. The User agrees not to hold ALKEBULAN ONLINE responsible for any direct or indirect, consequential or other damage of any kind whatsoever suffered or incurred, as a result of use or consumption of content.
- f. The User agrees to indemnify us against any claim or action brought against us which is caused by or arises from your use of the platform or your breach of these terms and conditions.

Section G.

E-Security and E-Digital Policy

1. ALKEBULAN ONLINE has an E-Security and E-Digital Policy, which is implemented within its staff contracts and also imposed on higher-risk suppliers. Provisions are made for E-security, E-habits, E-policy, and an E-response plan.
2. Unless otherwise written, a general User as defined within this agreement is not subject to the conditions of this policy. However, ALKEBULAN ONLINE may involve or implement certain actions upon a User in line with its internal policy should there be suspicion or proof of a digital crime or cyber risk.
3. ALKEBULAN ONLINE's internal E-Security and E-Digital Policy encompasses provisions for the following South African Acts / Laws of South Africa:
 - RICA Act of 2002
 - The Electronic Communications and Transactions Act of 2002

- The Protection of Personal Information Act of 2013
 - The Cybercrimes Act of 2020
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Refer to Section A. Acceptance & Definitions for expanded details.

END OF T&C's