



WEBSITE TERMS AND CONDITIONS

1 DEEMED ACCEPTANCE

- 1.1 By accessing and using the Website, the User agrees to be bound by the Terms and Conditions set out herein.
- 1.2 If the User does not wish to be bound by the Terms and Conditions, the User may not access, display, use, download, and/or otherwise copy or distribute and of the Content on the Website.

2 INTERPRETATION

- 2.1 In these Terms and Conditions, unless inconsistent with or otherwise indicated by the context –
- 2.1.1 “**Content**” means any and all content displayed on the Website or the Online Profiles at any given time, and shall include (but shall not be limited to) confidential information, client lists, literary works, marketing and business information, musical works, artistic works, sound recordings, cinematograph films, sounds and television broadcasts, program-carrying signals, proprietary works, published editions and computer programs, names, logos, trademarks, images, text, columns, graphics, photographs, illustrations and software;
- 2.1.2 “**Business Day**” means any day which is not a Saturday, Sunday, or a public holiday;
- 2.1.3 “**Intellectual Property**” means rights in and in relation to any patent, design, trade mark, trade or business name (including all goodwill associated with any trade mark, or any trade or business name), rights in get-up, copyright (including rights to derivative works), database, domain name, circuit, design, and/or utility model, and including in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world, registered or unregistered;
- 2.1.4 “**Online Profiles**” means Red Rocket’s social media and other profiles (insofar as it may be applicable), including (but not limited to) its Facebook page, LinkedIN account, Twitter feed;



- 2.1.5 “**Owner(s)**” means Red Rocket or any third party owner(s), as the case may be, of the Intellectual Property rights in and to the Content;
- 2.1.6 “**Terms and Conditions**” means the terms and conditions applicable to the use of the Website as set out herein, which is constituted of these terms and conditions and the privacy policy attached as **Annexure A**, as amended from time to time;
- 2.1.7 “**Red Rocket**” means Red Rocket South Africa (Pty) Ltd, registration number 2011/107860/07, a private company with limited liability, duly incorporated in accordance with the laws of the Republic of South Africa;
- 2.1.8 “**User(s)**” means any person or entity using the Website; and
- 2.1.9 “**Website**” means the website owned and maintained by Red Rocket, or through which Red Rocket makes information relating to its products and services available to Users, including but not limited to the website located at the domain name www.redrocket.energy, any Online Profiles operated by or on behalf of Red Rocket in the future, including the Content thereon.
- 2.2 The clause headings in these Terms and Conditions have been inserted for reference purposes only and shall not affect the interpretation of any provision of these Terms and Conditions.
- 2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 2.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, effect shall be given to it as if it were a substantive clause in the body of the Terms and Conditions, notwithstanding that it is only contained in this interpretation clause.
- 2.5 If any period is referred to in these Terms and Conditions by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.



- 2.6 The rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of these Terms and Conditions shall not apply.
- 2.7 These Terms and Conditions shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2.8 Expressions defined in these Terms and Conditions shall bear the same meanings in any annexure hereto which does not contain its own definitions.

3 INTRODUCTION

This document sets out the Terms and Conditions of Red Rocket pertaining to the access and use of the Content, information, products, services, and functions provided on the Website.

4 CONTENT

- 4.1 Red Rocket reserves the right to –
- 4.1.1 refuse services, suspend or terminate a User's access to the Website, and remove or edit the Content at its sole discretion;
 - 4.1.2 claim damages from any User who does not comply with these Terms and Conditions;
 - 4.1.3 make improvements, change, or discontinue, without notice, any aspect or feature of the Website and Content; or
 - 4.1.4 use the services of third parties to provide information on the Website.

5 USAGE RESTRICTIONS

- 5.1 The User hereby agrees that it will not itself, nor through a third party –
- 5.1.1 use the Website for any purposes other than in respect of obtaining further information in respect of Red Rocket or its affiliates;
 - 5.1.2 use the Website or any of the Content for or in conjunction with any illegal, unlawful, or immoral purpose or as prohibited by the provisions hereof;



- 5.1.3 use the Website for any purpose other than personal, non-commercial, and information purposes;
- 5.1.4 engage in any activity intended to entice, solicit or otherwise recruit Users to join an organisation, except where such activities are expressly authorised in writing by Red Rocket, or as permitted by law;
- 5.1.5 take action aimed at deceiving or misleading any person, attempt to impersonate or misrepresent the User's affiliation to any person, or otherwise manipulate or disguise the origin of anything posted or transmitted electronically to Red Rocket, whether on or through its Website, or otherwise;
- 5.1.6 engage in any abuse of electronic mail or spamming, including the posting or cross-posting of unsolicited articles with the same or substantially the same message to recipients that did not request to receive such messages;
- 5.1.7 modify, access, or make available any Content stored on or accessed through the Website in a manner other than on the Website;
- 5.1.8 remove any identification, trademark, copyright or other notices from the Website;
- 5.1.9 make available upload files that contain software of any other material not owned or appropriately licensed by the User;
- 5.1.10 violate the privacy of any person, or attempt to gain unauthorised access to the products and/or services rendered by Red Rocket;
- 5.1.11 collect or use any content from the Website for the benefit of a competing merchant;
- 5.1.12 decompile, disassemble, or reverse engineer any portion of the Website;
- 5.1.13 use the Website in a manner that may infringe the Intellectual Property rights or other proprietary rights of others, including the transmission of pirated software;
- 5.1.14 use the Website in any manner which could damage, impair, overburden, or disable the Website or interfere with any User's use or enjoyment of the Website;



- 5.1.15 use the Website to transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended;
- 5.1.16 use the Website to post or transmit, anything which is unlawful, defamatory, discriminatory, obscene, offensive, vulgar, threatening, abusive, harassing, harmful, hateful, profane, sexuality explicit, or which carries child pornography, religious or racial slurs, which can be construed as racially, ethnically, or otherwise objectionable in any way, or threatens or encourages bodily harm or the like, or which may violate any person's personality rights;
- 5.1.17 use the Website, icons, site address, or other means to hyperlink other internet sites with any page on the Website;
- 5.1.18 frame, nor use framing technologies to enclose the Website, without the express written consent of Red Rocket (and the Owner where applicable);
- 5.1.19 gather electronic mail addresses and/or names for commercial, political, charity or like purposes, or collect or attempt to collect personal information about third parties without their knowledge or consent; and
- 5.1.20 act in any way which may, could or does impose an unreasonable or unusually large load of traffic on the Website, or otherwise interferes with its proper and timely functioning.

6 LINKED SITES

- 6.1 The Website may contain links to other websites that are not controlled or maintained by Red Rocket.
- 6.2 While Red Rocket attempts to include only links to those sites which are in good taste and safe for Users, the User agrees that Red Rocket will not be responsible for the content, advertising, privacy policies, products, services, or other materials on or available from such linked websites.
- 6.3 The use of linked websites is at the User's own risk. Red Rocket encourages all Users to read the terms of use of such other websites. Any inclusion of such links on Red Rocket's Website does however not imply Red Rocket's endorsement of the linked site nor the content thereof.



- 6.4 Red Rocket reserves the right to disable links from third party sites to Red Rocket's Website, and *vice versa*.

7 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Content is provided by the Owners.
- 7.2 The Intellectual Property available on the Website or to be made available by Red Rocket or any of our selected service providers or agents are the property of, or licensed to Red Rocket and may not be used other than as set out herein.
- 7.3 Any uploads by the User to the Website will be dealt with as property of the User. The User hereby indemnifies Red Rocket against any claim whatsoever for the infringement of Intellectual Property of a third party or breach of any Privacy Policy between the User and any third party as a result of an upload or submission to the Website.
- 7.4 The names, images and logos identifying Red Rocket or the products and services of a third party, are the Intellectual Property of Red Rocket subject to copyright, design right and trademark protection. Unless specifically agreed to under these terms and conditions, nothing contained herein shall be construed as conferring any licence or right to use any Intellectual Property by Red Rocket or any other third party.
- 7.5 E-mail addresses, names, telephone numbers and fax numbers published on the Website may not be incorporated into any database used for electronic marketing or similar purposes. The presentation of such details is not permission from Red Rocket to utilise same.
- 7.6 Except as specifically provided herein or elsewhere on the Website, no Content may be copied, reproduced, republished, downloaded, posted, transmitted, or distributed in any way, or otherwise used for any purpose, by any person or entity.
- 7.7 No User may add, delete, distort, or otherwise modify the Content. Any unauthorised attempt to modify any Content, to defeat or circumvent Red Rocket's security features, or to utilise the Website for any purpose other than its intended purpose is strictly prohibited.



8 LIMITATION OF LIABILITY AND DISCLAIMERS

- 8.1 Red Rocket does not warrant that the Website, Content, information, or downloads shall be error-free or that they shall meet any particular criteria, performance, or quality. Red Rocket expressly disclaims all implied warranties, including but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy.
- 8.2 **Subject to section 43(5) and 43(6) of the Electronic Communications and Transactions Act No. 25 of 2002 (“ECTA”), if applicable, and to the extent permitted by law, the Website, including any current or future offer of products or services, are provided on an “as is” basis, and may include inaccuracies or typographical errors, and Red Rocket shall not be held liable for any damage, loss or liability of any nature whatsoever, howsoever caused.**
- 8.3 Red Rocket makes no warranties or representations as to the availability, accuracy or completeness of the Website, or any third-party content accessible via a website on the Website.
- 8.4 **Red Rocket shall not be held liable or responsible for any direct or indirect, special, consequential, or other damage of any kind whatsoever suffered or incurred by the User, related to the use of, or the inability to access or use, or reliance on the Website or any functionality thereof, or of any linked website, including any claims arising from negligence.**
- 8.5 Red Rocket does not warrant that it has control over the persons who have access to the Website, nor that any minors will be unable to access the Website or upload or download Content to and from the Website. **The User accordingly indemnifies, holds harmless and expressly exempts and releases Red Rocket from any and all liabilities, and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to the use of the Website.**
- 8.6 The User waives and abandons any and all liabilities and claims of any nature whatsoever, howsoever arising, which he might have against Red Rocket, and releases Red Rocket against any and all liability and claims that may arise or accrue to the User.
- 8.7 The use of the Website is at the User’s sole risk.



8.8 The products and services advertised on the Website and other marketing material and documents are to be used as a guideline only, and may be influenced or changed by variable and/or unforeseen factors.

8.9 Red Rocket shall not be held liable for any errors or omissions in any of its publications and documentations (including any such material, information, publications and documentation made available in digital or electronic media format).

9 NON ENDORSEMENT

Reference to any specific company, products, processes, or services by trade name, trademark, manufacturer, or otherwise on the Website does not necessarily constitute or imply its endorsement, recommendation, or favouring by Red Rocket.

10 PRIVACY, ACCESS TO, AND USE OF INFORMATION

10.1 It is possible for internet-based communications to be intercepted. Without the use of encryption, the internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging.

10.2 To ensure acquaintance with and awareness of the privacy measures and policies of Red Rocket, the User is urged to read and understand the underlying privacy clauses attached as **Annexure A** to these Terms and Conditions.

11 GENERAL

11.1 The Website is controlled, operated, and administered by Red Rocket from its offices as set out in clause 13.1.4 below.

11.2 Red Rocket makes no representation that the Website and the Content thereon are appropriate or available for use in other locations or countries. Access to the Website from territories or countries where the Content is illegal, is prohibited. If the User accesses the Website from locations outside of the Republic of South Africa, that User is responsible for compliance with all such local laws.



12 DISPUTE RESOLUTION

- 12.1 Red Rocket may demand that a dispute be determined in terms of this clause 12 by written notice given to the other party in accordance with the Expedited Rules (“**Rules**”) of the Arbitration Foundation of Southern Africa (“**AFSA**”).
- 12.2 This clause shall not prevent any party from obtaining interim relief on an urgent basis from a court of competent jurisdiction, pending the decision of an arbitrator.
- 12.3 The User hereby consents to the arbitration being dealt with on an urgent basis in terms of the Rules of AFSA should either party, by written notice, require the arbitration to be held on an urgent basis. In such event either party may apply to the AFSA Secretariat as required in terms of the said Rules to facilitate such urgent arbitration.
- 12.4 The arbitration shall be held –
- 12.4.1 at Cape Town;
- 12.4.2 with only the legal and other representatives of the Parties to the dispute present thereat; and
- 12.4.3 otherwise in terms of the Arbitration Act, No. 42 of 1965 (“**Arbitration Act**”), unless otherwise provided for herein.
- 12.5 The arbitrator shall be a practising advocate of the Cape Bar of at least ten years’ standing, appointed by Privacy Policy between the Parties to the dispute, subject to clause 12.6
- 12.6 Should the parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 12.1, the arbitrator shall be appointed by the chairperson of the cape bar council (or by AFSA if the cape bar council no longer exists), at the request of either party to the dispute
- 12.7 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 12.8
- 12.8 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 12.7, at the instance of any of the parties to the dispute.



- 12.9 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 12.10 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 12.1 shall be resolved strictly in accordance with the provisions of this clause 12. The Parties accordingly agree and undertake as follows -
- 12.11 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 12.8.
- 12.12 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 12.7, at the instance of any of the parties to the dispute.
- 12.13 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 12.14 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 12.1 shall be resolved strictly in accordance with the provisions of this clause 12. The Parties accordingly agree and undertake as follows -
- 12.15 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 12.8
- 12.16 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 12.7, at the instance of any of the parties to the dispute.
- 12.17 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 12.18 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 12.1 shall be resolved strictly in accordance with the



provisions of this clause 12. The Parties accordingly agree and undertake as follows

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- 12.18.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of the Arbitration Act;
- 12.18.2 that it shall not make any application to court as contemplated in terms of section 20(1); and
- 12.18.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Agreement.

13 ECTA REQUIREMENTS

13.1 In accordance with the disclosure requirements of ECTA and the Promotion of Access to Information Act No.2 of 2000, Red Rocket makes the following information available to the User -

- 13.1.1 **Full name:** Red Rocket (Pty) Ltd
- 13.1.2 **Legal status:** private company
- 13.1.3 **Registration number:** 2011/107860/07
- 13.1.4 **Physical Address:** 14th Floor, Pier Place, Hereengracht Street, Foreshore, Cape Town, Western Cape, 8001
- 13.1.5 **Website Address:** www.redrocket.energy
- 13.1.6 **Telephone number:** +27 (0)21 418 3940
- 13.1.7 **Email address:** info@redrocket.energy
- 13.1.8 **Names of Directors:**
 - 13.1.8.1 Matteo Giulio Luigi Maria Brambilla;
 - 13.1.8.2 Luca Silva;
 - 13.1.8.3 Giacomo Tommaso Francesco Brambilla;
 - 13.1.8.4 Christopher Scott Clarke; and



13.1.8.5 Steven Gordon Faure.

13.1.9 **Place of registration:** South Africa

13.1.10 **Physical address where Red Rocket will receive legal service of documents:** 14th Floor, Pier Place, Hereengracht Street, Foreshore, Cape Town, Western Cape, 8001

13.1.11 **Description of the main characteristics of the goods or services offered by Red Rocket:** Facilitating integrated and renewable independent power producer that develops, constructs, operates and owns grid-connected renewable energy projects.

14 AMENDMENT OF THE TERMS AND CONDITIONS

14.1 The Owner reserves the right to, at its sole discretion, amend, modify, add to or remove any provisions (in whole or in part) of the Terms and Conditions from time to time.

14.2 Any changes to these Terms and Conditions will become effective upon such changes being posted on the Website.

14.3 The onus rests on the User to periodically check the Terms and Conditions on the Website for any changes or updates therein contained.

14.4 The User's continued use of the Website following the posting of any amendments by Red Rocket shall be considered notice of the User's acceptance to abide by, and be bound by the Terms and Conditions, including any amendments hereto.

We recommend that the User prints out a copy of these Website Terms and Conditions for future reference.



ANNEXURE A

RED ROCKET PRIVACY POLICY

Red Rocket (Pty) Ltd (“**Red Rocket**”) respects the User’s privacy and is committed to protecting it. Red Rocket has a legal duty to protect any Personal Information or data collected from the User. This Privacy Policy sets out the ways in which the User’s Personal Information is obtained and stored by Red Rocket, and the conditions on which Red Rocket may use that data and information.

15 INTERPRETATION

15.1 In this Privacy Policy, unless inconsistent with or otherwise indicated by the context –

15.1.1 “**Business Day**” means any day that is not a Saturday, Sunday, or a public holiday;

15.1.2 “**Parties**” means the User and Red Rocket, and “**Party**” means either one of them as the context may indicate;

15.1.3 “**Personal Information**” means information relating to the User, including but not limited to (i) views or opinions of the User or of another individual about the User and (ii) information relating to the User’s race, sex, gender, sexual orientation, pregnancy, marital status, nationality, ethnic or social origin, colour, age, physical or mental health, well-being, disability, religion, conscience, belief, cultural affiliation, language and birth; education, medical, financial, criminal or employment history; names, identity number and/or any other personal identifier, including any number(s), which may uniquely identify a User, account or client number, password, pin code, numeric, alpha, or alpha-numeric design or configuration of any nature, symbol, e-mail address, domain name or IP address, physical address, cellular phone number, telephone number or other particular assignment; blood type, fingerprint or any other biometric information; personal opinions, views, or preferences; correspondence that is implicitly or expressly of a personal, private or confidential nature (or further correspondence that would reveal the contents of the original correspondence); and corporate structure, composition and business operations (in circumstances where the User is a juristic person) irrespective of whether such information is in the public domain or not;



- 15.1.4 “**Processing**” means any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including the collection, receipt, recording, organisation, collation, storage, updating or modification, testing of, retrieval, alteration, consultation or use, dissemination by means of transmission, distribution or making available in any other form by electronic communications or other means, or merging, linking, blocking, degradation, erasure or destruction, and “**Process**” has a corresponding meaning;
- 15.1.5 “**Privacy Policy**” means the privacy policy set out herein;
- 15.1.6 “**Terms and Conditions**” means the Website terms and conditions of Red Rocket, uploaded to the Website to which this Privacy Policy is attached;
- 15.1.7 “**Red Rocket**” means Red Rocket South Africa (Pty) Ltd, registration number 2011/107860/07, a private company with limited liability, duly incorporated in accordance with the laws of the Republic of South Africa;
- 15.1.8 “**User**” means the person using the Website;
- 15.1.9 “**Website**” means the website owned and maintained by Red Rocket, or through which Red Rocket makes information relating to its products and services available to Users, including but not limited to the website located at the domain name www.redrocket.energy, any Online Profiles operated by or on behalf of Red Rocket in the future, including the Content thereon.
- 15.2 Unless the context otherwise requires, or unless otherwise defined in this Privacy Policy, words and expressions defined in the Terms and Conditions shall have the same meanings when used in this Privacy Policy.
- 15.3 The rules of interpretation set forth in the Terms and Conditions shall apply *mutatis mutandis* to the interpretation of this Privacy Policy.

16 SECURITY

- 16.1 Red Rocket does not warrant that the Website is completely secure, although Red Rocket shall use all reasonable endeavours to keep any Personal Information safe.



- 16.2 In order to provide adequate security to all Users of the Website and to monitor activities prohibited under law the User hereby agrees to Red Rocket's appointed service providers' right to intercept, monitor, block, read, delete, or access all data sent to the Website or any other communication facility provided by Red Rocket.
- 16.3 Red Rocket cannot guarantee that documents or files downloaded from the Website (if applicable) will be free from viruses and Red Rocket does not accept any responsibility for any damage or loss caused by any virus. **The User must use virus-checking software when using the Website and when uploading or downloading any Content. The User agrees not to upload any file that may contain a virus to the Website. The User hereby indemnifies Red Rocket and its service providers and affiliates against any possible damages, expenses or losses as a result of delivering computer programs or any other code that may damage the Website, infrastructure, or the service provider's infrastructure.**

17 PERSONAL INFORMATION

17.1 The User hereby agrees that by submitting Personal Information or using the Website, the User consents to the Processing of Personal Information submitted to Red Rocket in accordance with this Privacy Policy.

17.2 General

17.2.1 Red Rocket shall –

17.2.1.1 only Process Personal Information in accordance with the applicable laws and in terms of this Privacy Policy;

17.2.1.2 not disclose or otherwise make available the Personal Information to any third party (including sub-contractors and staff) other than authorised personnel or third parties who require access to such Personal Information strictly in order for Red Rocket to operate the Website or to provide services to the User, unless the User has provided its prior written permission to do so to Red Rocket;

17.2.1.3 ensure that all persons that have access to the Personal Information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to the Personal Information; and



17.2.1.4 take appropriate, reasonable, technical, and organisational measures to ensure that the integrity of the Personal Information in its possession or under its control is secure and protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure, or access.

17.3 Information collected by Red Rocket

17.3.1 The User agrees that Red Rocket may collect, store and use the following information -

17.3.1.1 information about the User's computer and about the User's visits to and use of the Website (including but not limited to the User's internet protocol address, geographical location, browser type, referral source, length of visit and number of page views);

17.3.1.2 information provided by the User's voluntarily on the Website; and

17.3.1.3 information that other Users share about the User.

17.4 Cookies

17.4.1 Cookies may be used by Red Rocket to understand the Users better. Cookies allow Red Rocket to understand who has seen which pages and advertisements, in order to determine how frequently particular pages are visited, and to determine the most popular areas of the Website. Depending on the type of cookies used, cookies also allow Red Rocket to make the Website more user friendly, for example, permanent cookies allow the User's password to be saved so that the User does not have to re-enter it every time the User visits the Website.

17.4.2 The User is entitled to adjust its browser so that cookies are not accepted. Should the User do this, he/she will still be able to browse the Website, but the functions that allow the User to access an existing account or page that requires a username or password, may not be available.

17.4.3 Cookies do not contain Personal Information. Red Rocket does not exchange cookies with any third party websites or external data suppliers.



17.4.4 Red Rocket shall only keep cookies for the duration of the User's visit to the Website, except where the User elects to save login information.

17.5 Use of Personal Information

17.5.1 Personal Information submitted on the Website or by any other communication will be used for the purposes specified herein.

17.5.2 The User hereby consents to the use of its Personal Information to allow Red Rocket to -

17.5.2.1 administer the Website;

17.5.2.2 improve User experience by personalising the Website;

17.5.2.3 carry out obligations arising from any contracts entered into between the User and Red Rocket, insofar as it is applicable;

17.5.2.4 allow participation in interactive features of the services provided (i.e. forum or poll taking or voting (when available);

17.5.2.5 notify the User about changes to the services provided;

17.5.2.6 send the User email notifications as requested by the User;

17.5.2.7 provide the User with information relating to the information, products, or services of Red Rocket, which Red Rocket thinks may be of interest, by email or similar technology. **The User is entitled to inform Red Rocket at any time if the User does not wish to receive marketing communication;**

17.5.2.8 provide third parties with statistical information about the Website users, which information will not include Personal Information;

17.5.2.9 deal with enquiries and complaints made by or about a User relating to the Website; and

17.5.2.10 use the information for such other things as may be required by Red Rocket, or may be ancillary to, the administration of the Website or the provision of its services.



- 17.5.3 It is the User's responsibility to obtain the necessary consent from a third party prior to submitting a third party's Personal Information to the Website, **and the User accordingly warrants that any such consent has been obtained in respect of any Personal Information uploaded by the User.**
- 17.5.4 Red Rocket shall not share information about the User unless Red Rocket, in accordance with clause 17.6 -
- 17.5.4.1 has received consent from the User; or
- 17.5.4.2 has removed the User's Personal Information from it.
- 17.5.5 Red Rocket stores Personal Information and other data for as long as it is necessary to provide products and services to the User and others (and in terms of certain statutory obligations), including those described above. Personal Information will be destroyed once it has become obsolete, unless Red Rocket is required to retain it in terms of any applicable laws.
- 17.6 Disclosures
- 17.6.1 Red Rocket may disclose information about the User to any of its employees, officers, agents, suppliers, or subcontractors insofar as reasonably necessary for the purposes as set out herein.
- 17.6.2 In addition, Red Rocket may disclose Personal Information about the User -
- 17.6.2.1 to the extent required or allowed to do so by law;
- 17.6.2.2 in connection with any legal proceedings or prospective legal proceedings;
- 17.6.2.3 in order to establish, exercise or defend its legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk); and
- 17.6.2.4 to the purchaser (or prospective purchaser) of any business or asset, which Red Rocket contemplates selling, to the extent required.
- 17.6.3 Occasionally third parties may provide information Processing services to Red Rocket. In those circumstances those third parties shall be required to enter into a non-disclosure agreement or any other agreement with reference to the



protection of Personal Information on no less stringent terms than those found herein, and to process and protect a User's Personal Information in accordance with Red Rocket's instructions.

17.7 Notification of a Personal Information security breach

17.7.1 Red Rocket shall –

17.7.1.1 notify the User in writing, immediately if it becomes aware or has reasonable grounds to believe that the Personal Information of a User has been accessed or acquired by an unauthorised person, and take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;

17.7.1.2 as soon as reasonably possible thereafter, engage with any persons who may be appointed by Red Rocket to discuss the security breach, to report all relevant facts relating to the compromise and steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise; and

17.7.1.3 provide the User with details of the Personal Information affected by the compromise, including but not limited to, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorised person/s who are known to or who may reasonably be suspected of, having accessed or acquired the Personal Information.

17.7.2 Immediately upon notifying the User as set forth in clause 17.7.1, Red Rocket shall –

17.7.2.1 at its own cost, take all necessary steps to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of the Personal Information; and

17.7.2.2 implement all measures reasonably necessary to restore the integrity of Red Rocket's information system.



18 USER'S RIGHTS

- 18.1 The User has the right to decide which Personal Information is kept about the User. Red Rocket shall provide the User with (free of charge) confirmation whether or not it holds Personal Information about the User and with further details regarding the Personal Information so held (if applicable) in accordance with Red Rocket's Promotion of Access to Information manual. If the User is concerned that any of the information so held is incorrect, the User must contact Red Rocket immediately. **The User is further entitled to request that any such information be deleted or the use thereof restricted.**
- 18.2 The User is entitled to instruct Red Rocket not to utilise the User's Personal Information for direct marketing purposes or in any further manner by emailing Red Rocket at any time to the following email address: info@redrocket.energy.

19 CONTACT

If the User has any questions about the treatment of his/her Personal Information, the User can contact Red Rocket by using the email address provided in clause 18.2 above.

20 POLICY AMENDMENTS

Red Rocket may update this Privacy Policy from time to time by posting a new version on the Website. Red Rocket shall inform the User of any such changes, and ensure that the latest version is uploaded to the Website at all times.

21 GENERAL

21.1 Formation and validity of this Privacy Policy

The User hereby agrees that -

- 21.1.1 Any User aged 18 or under must first get his/her parent/guardian's permission before providing Personal Information on the Website;
- 21.1.2 Subject to clause 21.1.1 above the User warrants that he/she is at least 18 years of age and possesses the legal right and ability to enter into this Privacy Policy and to use this Website in accordance with all terms and conditions herein; and



21.1.3 All information that is incorporated by using hyperlinks and/or other methods of reference form part of this Privacy Policy.

21.2 Communication, dispatch and receipt

21.2.1 Data messages sent from Red Rocket to the User are deemed to be received when the complete message is outside the control of Red Rocket's systems (at the time it has left such system).

21.2.2 Data messages from the User to Red Rocket are only deemed to be received by Red Rocket when Red Rocket responds thereto. Such acknowledgement further does not give legal effect to that message, unless specifically indicated by Red Rocket to the contrary.

21.3 Attribution of data messages to originator

If applicable, the User hereby agrees and warrants that the data message sent under his/her login credentials (i.e. username and password), was sent by the User or a person that had authority to act on his/her behalf in respect of the data message.

22 GENERAL AND MISCELLANEOUS

22.1 This Privacy Policy constitutes the entire agreement between the Parties as to the subject matter hereof and save as may be expressly set out herein, no agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

22.2 No indulgence, leniency or extension of time which any Party may give or allow to the other Party in respect of the performance of any obligation hereunder, shall in any way prejudice the Party giving or allowing the indulgence, leniency or extension, or preclude such Party from exercising any of its rights and enforcing the obligations of the other Party in terms of this Privacy Policy.

22.3 The User shall not be entitled to cede, assign, or delegate any of his rights and/or obligations in terms of or arising from this Privacy Policy to any third party without the prior written consent of Red Rocket.



23 **COMPLAINTS**

Users may use the email address provided in clause 18.2 to lodge applicable complaints or concerns in respect of this Privacy Policy or breach thereof.

24 **APPLICABLE AND GOVERNING LAW**

This Privacy Policy shall be governed by and interpreted in accordance with the laws of the Republic of South Africa, which shall have exclusive jurisdiction over any disputes.