

## TERMS & CONDITONS

This document sets out the terms and conditions between Cube Communications Ltd (CUBE) and you when you register for any event or conference organized by CUBE on behalf of a client. By registering for an event or conference organized by CUBE you are agreeing to comply with these terms and conditions. You should read this document carefully.

The following CUBE Registration Terms & Conditions (the “Terms & Conditions”) apply to all CUBE events. Prior to your registration, you must acknowledge and accept the Terms & Conditions contained herein.

Should you not wish to accept the Terms & Conditions you should not register.

Submission of a registration is regarded as affirmation of your acceptance of the Event

### **Terms & Conditions**

#### **1. How we will use your information**

CUBE is committed to data privacy and protecting your personal information. Information on how CUBE collects, processes, and uses your data is included in the CUBE Privacy Policy which is hereby incorporated into these Terms & Conditions.

Additionally, by submitting your email address during the event registration process, you agree that CUBE and its event partners may send you event-related information. A valid email address is required for all registrations.

CUBE uses the personal data you provide in this registration for administering your participation in this event. This may include information about the event’s content, event logistics, payment, updates, and additional information related to the event.

CUBE may disclose your personal data to third party service providers engaged by CUBE to assist in the conduct of the event (e.g. accreditations services provider, transport & accommodation services provider, marketing services provider, production services provider, mobile application provider).

Information you provide when registering for or participating in an event managed or co-sponsored by parties other than or in addition to CUBE may be shared with those parties, and the treatment of such information is further subject to the privacy policies of those parties. Except as described herein, CUBE will not disclose your personal data to any other third party without your consent except where required to do so by law.

#### **2. Nondiscrimination policy**

CUBE prohibits discrimination, harassment, and bullying against any person for any reason—for example, because of age, ancestry, color, disability or handicap, national origin, race,

religion, gender, sexual or affectional orientation, gender identity, appearance, matriculation, political affiliation, marital status, veteran status, or any other characteristic protected by law.

### **3. Event conduct and safety**

CUBE is committed to providing a safe, productive, and welcoming environment to all participants, including staff and vendors, at CUBE -related events. CUBE has no tolerance for discrimination, harassment, or bullying in any form at CUBE -related events. Participants are expected to adhere to these principles and respect the rights of others.

***What To Do If You Witness or are Subjected to Unacceptable Behavior:*** Participants should report any behavior inconsistent with these principles to onsite event staff. Event staff will be happy to help participants contact venue security or local law enforcement, provide escorts, or otherwise assist those experiencing harassment to feel safe for the duration of the event. We value your attendance.

You may also contact CUBE directly to report a concern at [info@cube.rw](mailto:info@cube.rw)

### **4. Liability waiver & release**

In consideration of being allowed to register for, and participate in the event, you hereby warrant and represent that you are age 18 or above and freely waive, release from liability, assume all risks, and covenant not to sue CUBE or its members, employees, board members, agents, or volunteers for any expense, loss, damage, personal injury, including loss of life, illness, including but not limited to COVID-19, disability, property damage, or property theft or actions of any kind that you may hereafter suffer or sustain before, during, or after the event, unless said expense, loss, damage, personal injury, including loss of life, illness, disability, property damage or property theft or actions of any kind is caused by the sole, gross negligence of CUBE.

This Liability Waiver and Release is specifically binding upon your heirs and assigns and is knowingly given.

### **5. Service as an invited speaker**

If you agree to speak at an CUBE event, we may share your contact and biographical information with event attendees. Sometimes we may also request a photograph. In other cases, we post on the respective event website information such as your name, employer, physical work address, work email address, as well as a link to your company website and/or professional LinkedIn page available to the public. This is so that visitors to the event website, including event attendees and speakers, can contact you with questions and requests for more information, and to provide feedback if needed. Additionally, speakers may be asked to complete a release agreement or copyright form prior to their presentation.

### **6. Credential/badge scanning during the event**

CUBE event co-sponsors, exhibitors, and other third parties may directly request your personal information at their exhibit booths or presentations. Providing your information to them is optional, and you should review their privacy policies to address your particular needs and concerns about how they will treat your personal information.

If during the event you attend a session or program hosted by an exhibitor other than CUBE, you understand and agree that when you present your badge for scanning or when you provide personal data, that information will go to a non- CUBE entity and CUBE takes no responsibility for how that company uses your personal information.

Usage of photographic and video material taken at CUBE events

To comply with global data privacy laws, CUBE imposes certain restrictions on the use of multimedia at its events (e.g. photography, video, audio, online streaming, and all future mediums). An attendee is permitted to use hand-held cameras and/or smart phones to take photographs and capture digital images for personal, non-commercial use, provided the photography is not disruptive. Photographs may not be published, sold, reproduced, transmitted, distributed or otherwise commercially exploited in any manner whatsoever. CUBE may hire professional service providers (photo/video/streaming/audio) to document and display the event experience. CUBE may also use social media (e.g. Twitter) to:

- i. post real-time photos and videos to its social media feeds; and
- ii. display select submissions from those feeds on monitors throughout the event venue. Attendees and sponsors are encouraged to capture their event experiences and post their own social content from the event (text, photos, audio, video, streaming), provided it does not infringe upon the rights of any attendee, sponsor, third party, or CUBE. Such infringement would include, but is not limited to, defamation or infringement of intellectual property rights. In the event an attendee requires a release or permission to protect the rights of a third party, obtaining such a release or permission shall be the sole responsibility of the attendee.

By attending the event, you acknowledge and agree as follows:

- i. CUBE may edit and use footage it captures at the event for marketing and promotional activities and for any other lawful purpose in the ordinary course of its business; and
- ii. due to the prevalence of mobile recording devices in today's world, CUBE disclaims all liability for the capture of your image in any multimedia format by other attendees at the event.

### **General**

CUBE reserves the right to change, amend, add or remove any of the above Terms & Conditions in its sole discretion and without prior notice. If one or more of the conditions outlined in these Terms & Conditions should become invalid, the remaining conditions will continue to be valid and apply. These Terms & Conditions apply to all event participants (attendees, speakers, sponsors, exhibitors, contractors).

The views expressed by any event attendee, speaker, exhibitor, or sponsor are not necessarily those of CUBE. All attendees, speakers, exhibitors, and sponsors are solely responsible for the content of all individual or corporation presentations, marketing collateral, and/or advertising.

## PRIVACY POLICY

**CUBE COMMUNICATIONS LTD** (“CUBE”, “We” or “Us”) respects your privacy and is dedicated to protecting the privacy of those persons (“You”) participating in events organized by CUBE and using the CUBE registration platform and associated services (“Services”).

This Privacy Policy helps You to understand what Personal Information (as defined below) and non-personal information We collect, and how We use it.

This Privacy Policy applies to the processing of Personal Information and non-personal information in connection with the Services and You should read this document before using our Services. If You do not agree to the terms of this Privacy Policy, you may not use our Services.

“Personal Information” refers to information, which allows You to be directly or indirectly identified as an individual person. We may also collect “non-personal information” meaning it can’t be used to specifically identify anyone. Non-personal information may also result from removing the personally identifiable parts from Personal Information. We collect and use both types of information and combinations of both types.

### **1. Processing Personal Information**

CUBE will only collect such Personal Information that is relevant for the purposes described in this Privacy Policy.

CUBE will process Your Personal Information for the purposes of providing the Services, including organizing the events and facilitating participant networking using event mobile applications and the associated services.

CUBE will process Your Personal Information to provide customer service and other services at your request, to send You information, including confirmations, invoices, and other communications, as well as communicate with You about promotions and other news about services offered by CUBE.

CUBE commits to adhere to the applicable laws and regulations pertaining to processing of Personal Information, as well as to process Personal Information in compliance with good processing practices. All CUBE’s personnel processing Personal Information are obliged to keep such information strictly confidential.

### **2. Legal basis for the processing**

The applicable legal basis for the processing of Personal Information depends on the circumstances relating to the relevant processing activities, as further described below:

Rwanda LAW N° 058/2021 OF 13/10/2021 RELATING TO THE PROTECTION OF PERSONAL DATA AND PRIVACY

- i. Rwanda LAW N° 058/2021 OF 13/10/2021 RELATING TO THE PROTECTION OF PERSONAL DATA AND PRIVACY in its entirety

- ii. If the processing of Personal Information is necessary for one or more specific purposes, GDPR art. 6(1)(a) serves as the legal basis for processing operations.
- iii. Performance of a contract. If the processing of Personal Information is necessary for the performance of a contract, such as for providing certain services, to which the data subject is party, GDPR art. 6(1)(b) serves as the legal basis for processing operations. The same applies to such processing operations which are necessary for carrying out pre-contractual measures, for example in the case of inquiries concerning our products or services.
- iv. Legal obligation. If the processing of Personal Information is necessary for complying with a legal obligation, such as for the fulfillment of tax obligations, GDPR art. 6(1)(c) serves as the legal basis for processing operations.
- v. Vital interests. If the processing of Personal Information is necessary for protecting the vital interests of a natural person, such as if a visitor were injured in our premises and his information would have to be passed on to medical personnel, GDPR art. 6(1)(d) serves as the legal basis for processing operations.
- vi. Legitimate interests. If the processing of Personal Information is necessary for processing operations which are not covered by any of the abovementioned legal grounds, but are deemed permissible for the purposes of the legitimate interests pursued by Us, such as marketing, GDPR art. 6(1)(f) serves as the legal basis for processing operations.

### **3. Information We Collect and Sources of Information**

We collect several categories of information:

- i. Information You give to us,
- ii. Technically gathered information when You use our Services,
- iii. Information from third parties in relation to our service.

We collect information that You give to us, for example when You use our Services. This information may include your name and email. On our website, You are also given the opportunity to subscribe to our newsletter and other services.

CUBE also collects non-personal information on Your activities in the Services, such as your Internet Protocol address, and time of Your requests or actions in the website and referring website addresses, hardware type, operating system version, browser type, and language.

CUBE retains the Personal Information collected pursuant to this Privacy Policy for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law. The criteria used to determine the period of storage of Personal Information depends on the applicable legal basis for the processing of Personal Information: e.g. where the processing of Personal Information is necessary for the performance of a contract, CUBE retains the Personal Information as long as it is necessary for the fulfillment of the contract or the initiation of a contract; or, where the processing of Personal Information is necessary for complying with a legal obligation, CUBE retains the Personal Information for the respective statutory retention period; or, where the processing of Personal Information is permissible for the purposes of the legitimate interests pursued by Us, such as marketing, CUBE retains the Personal Information as long as it is permitted by law.

Thereafter, if the collected Personal Information is no longer needed for purposes specified in this Privacy Policy, CUBE will delete Personal Information in its possession within a reasonable timeframe or render it anonymous, meaning “non-personal information”.

We also use other third-party data analytics service providers in order to improve the Services CUBE may use tools from third-party service providers, such as Google Analytics, a web analytics service provided by Google, Inc. (“Google”).

Google Analytics uses “cookies”, which are text files placed on your computer, to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States. Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you by Google in the manner and for the purposes set out above.

The Google Analytics tracking code implemented on this website supports Display Advertising. Google Analytics for Display Advertising is used on this website in form of Remarketing. Third-party vendors, including Google, will show CUBE ads on sites across the internet. CUBE and third-party vendors, including Google, use first-party cookies (such as the Google Analytics cookie) and third-party cookies (such as the DoubleClick cookie) together to inform, optimize and serve ads based on your past visits to this website. You can opt out of Google Analytics for Display Advertising and customize Google Display ads using the [Ads Preferences Manager](#).

The following Google AdWords features are used on this website:

- Remarketing
- Interest Categories
- Similar Audiences
- Other types of interest-based advertising

We use these features of Google Adwords to target past visitors across the internet or visitors with specific interest profiles based on their internet usage. We don’t collect personally identifiable information (PII) through our cookies, remarketing lists, or any other anonymous identifiers. [At any time, you may decline the collection and storage of your data in the future.](#)

The data collected by data analytics service providers enables us to understand usage of the Services. Usage information and Personal Information are stored by such service providers and are subject to their privacy policies. The current list of data analytics service providers We use in connection with the Services can be requested from Us at any time by contacting Us at [info@cube.rw](mailto:info@cube.rw)

Information collected by advertising networks, such as Facebook Audience Network, shall be used in accordance with this Privacy Policy and the privacy policy of the third party providing applicable technology. If You want to be sure that no targeted advertisements will be displayed to You please do not use or access the Services. In addition, please note that if You “opt out” of targeted advertising, You will still receive advertising that is not personalized to You.

#### **4. Disclosing and Hosting Information**

CUBE will not disclose your stored Personal Information to third parties for direct electric marketing (email, text messages) without your consent or except as part of a specific program or feature for which You will have the ability to opt-in or opt-out. You may always opt-out of receiving promotional emails by following the instructions in those emails. If You opt-out, CUBE may still send You non-promotional customer information, such as emails about providing the Service or CUBE’s ongoing business relations.

We use external service providers to provide technical solutions or services for processing stored information and access the stored information by using a technical interface and share your personally information with third-party service providers to the extent that it is reasonably necessary to perform, improve or maintain the Services.

We use third-party service providers, such as e-mail service providers, credit card processors, information analyzers and business intelligence providers. CUBE has right to share Personal Information as necessary for the aforementioned service providers to provide their services to CUBE. CUBE is not liable for the acts and omissions of these third parties. CUBE may host the Services in and transfer Personal Information for this purpose to countries outside the European Union or the European Economic Area in accordance with mandatory legislation and this Privacy Policy.

We have right to share non-personal information (such as anonymous usage data, referring / exit pages and URLs, platform types, asset views, number of clicks, etc.) with interested third parties to assist them in understanding the usage patterns for certain content, services, advertisements, promotions, and/or functionality of the Services. In exceptional circumstances Personal Information may be disclosed to third parties if required under any applicable law or regulation or order by competent authorities, or in order to enforce the Terms of Service and to investigate possible infringing use of the Services as well as to guarantee the safety of the Services.

CUBE has right to share your information in connection with any merger, sale of our assets, or a financing or acquisition of all or a portion of our business. Aggregate or anonymous information about You may be shared with advertisers, publishers, business partners, and other third parties.

#### **5. Protection of Information**

The registers will be maintained in external service providers’ servers with appropriate safeguards, such as password protection, granting the access to the stored information only to persons working at CUBE or CUBE partners who are expressly authorized by CUBE. The register is protected by appropriate industry standard, technical and organizational safety

measures. Although we make good faith efforts to store the information collected on the services in a secure operating environment that is not available to the public, We cannot guarantee the absolute security of that information during its transmission or its storage on our systems. CUBE will post a notice on the CUBE website or through the Services in case material security breach that endangers your privacy or Personal Information. CUBE may also temporarily shut down a service to protect Personal Information.

## **6. Cookies and Tracking Technologies**

A cookie is a string of information or a small text file that a website stores on a visitor's device, and that the visitor's browser or operating system provides to "remember" things about your visit. CUBE uses cookies to help it identify and track visitors, their usage of the Services, and their access preferences, improving quality, tailoring recommendations, and developing the Services. The cookies will not enable CUBE to access and review information stored on Your computer. In addition to cookies, CUBE may use other existing or later developed tracking technologies.

CUBE works with third parties who use cookies and other tracking technologies to track the effectiveness of the advertisements that may be placed in the Services. They are used for analyzing advertisement view counts. They might also allow the advertiser to tailor advertising to you when you visit other websites, and/or set, change, alter or modify settings or configurations on your device.

If You do not wish to have cookies placed on Your computers, You should set the devices to refuse cookies or tracking before using the Services, with the drawback that certain features of such service may not function properly.

Please note that some parts of the Services may be country specific, and may not work properly if CUBE is unable to tell where You are accessing the Services from.

## **7. Rights of the Data Subjects and Contact Information**

### *Right to access, correct and object*

You may contact us and we will inform what Personal Information we have collected and processed regarding you and the purposes such data are used for. You have the right to have corrected any incorrect, incomplete, outdated, or unnecessary Personal Information stored about you by contacting us.

You may object to certain use of Personal Information, including direct marketing, if such data are processed for other purposes than purposes necessary for the performance of our Services or for compliance with a legal obligation. You may also object any further processing of Personal Information after prior given consent. If you object to the further processing of Personal Information, this may lead to fewer possibilities to use our Services.

### *Right to deletion and restriction of processing*

You may also ask us to delete your Personal Information from our systems. We will comply with such request unless we have a legitimate ground to not delete the data. After the data



has been deleted, we may not immediately be able to delete all residual copies from all our systems. Such copies shall be deleted as soon as reasonably possible.

You may request us to restrict processing of certain Personal Information, this may however lead to fewer possibilities to use our website and other Services.

#### *Right to data portability*

You have the right to receive Personal Information provided by you to us in a structured, commonly used format.

#### *How to use the rights*

These rights may be used by sending a letter or e-mail to us on the addresses set out below, including the following information: name, phone number, login information and details of the Services you have used. We may request the provision of additional information necessary to confirm your identity. We may reject requests that are unreasonably repetitive, excessive or manifestly unfounded.

In case you consider our processing activities of Personal Information to be inconsistent with the applicable data protection laws, a complaint may be lodged with the local supervisory authority for data protection.

#### *The national supervisory authority is:*

National Cyber Security Authority (NCSA)

Website: <https://cyber.gov.rw/home/>

Kigali

Rwanda

### **8. Changes to the Privacy Policy**

CUBE reserves the right to change this Privacy Policy from time to time, and at CUBE's sole discretion.

### **9. Contact Information**

You may at any time contact CUBE at the address here below.

#### **Cube Communications Ltd**

8<sup>th</sup> Floor, Bodifa House, Kigali, Rwanda

Email: [info@cube.rw](mailto:info@cube.rw)

Website: [www.cube.rw](http://www.cube.rw)

At CUBE, we respect your privacy. We want to ensure that you get the information, content, and experiences that matter most to you. CUBE is committed to protecting the privacy of its members, customers, volunteers, and other contacts.