



## Privacy Policy and Website Terms of Use

The terms and conditions of our Privacy Policy and Website Terms of Use were last revised on 1 March 2026.

### 1. Definitions

- "**Bytefuse**" ("**we**" / "**our**" / "**us**") means Bytefuse (Pty) Ltd a private company incorporated in accordance with the laws of the Republic of South Africa, with registration number 2021/608244/07, and with its registered office at 3 Meson Street, Techno Park, Stellenbosch, Western Cape, South Africa.
- "**ECTA**" means Electronic Communications and Transactions Act 25 of 2002.
- "**our Policies**" / "**our Privacy Policy**" / "**Website Terms of Use**" means the terms and conditions set out below.
- "**POPIA**" means Protection of Personal Information Act 4 of 2013.
- "**our Tools and / or Services**" means all our websites, mobile applications, tools and prototypes, online platforms and / or any other related products and services we provide from time to time.
- "**our Website**" means [www.bytefuse.ai](http://www.bytefuse.ai).
- "**you**" / "**your**" means any person who accesses our Website and our Tools and / or Services.

### 2. Overview

Bytefuse is an Artificial Intelligence (AI) Research and Development company within the Alphawave Group. We operate as a rapid prototyping unit that quickly iterates towards bespoke solutions, leveraging the unique data and context available to each enterprise. By doing so, we are able to outperform most general off-the-shelf solutions and maximise what can be gained from the datasets.

By using our Website and our Tools and / or Services you agree to the terms of our Policies. If you do not agree with our Policies, then you may not use our Website and our Tools and / or Services and are required to cease doing so immediately.

We reserve the right to amend the terms of our Policies at any time. It is your duty to ensure you are aware of the most recent version of our Policies. Your continued use of our Website and our Tools and / or Services subsequent to any amendment constitutes your acceptance of our Policies as amended.

All terms or words used in our Policies are as defined in POPIA, unless otherwise stated.

These terms and conditions are binding and enforceable against you in terms of section 11(3) of ECTA.

### 3. Privacy Policy

Our Privacy Policy explains (i) how Bytefuse collects, processes, stores and protects any information, including personal information and special personal information that you provide us or which may be collected from third parties, from time to time, (ii) the types of information we may collect from you, (iii) the purpose for which we use this data, (iv) where we store personal data and the steps we take to safeguard your data.

We take protection of your personal information and special personal information seriously.

By providing us with any personal information, you consent to the processing of personal information in accordance with this Privacy Policy. In the event of a parent or legal guardian providing personal information for a child, you warrant that you are the parent or legal guardian or competent person (as defined under POPIA) of that child and acknowledge that Bytefuse relies on this representation for the purposes of obtaining proper consent and compliance under POPIA. Please do not enable or allow your child to provide us with any personal information or use our Website and our Tools and / or Services without your consent.

#### **(i) Collection and Processing of Personal Information**

When you share personal information with us directly or through our Website and our Tools and / or Services, we are committed to handling it responsibly and with care.

- We process personal information for clear and specific purposes.  
We only collect personal information that is relevant to the Tools and / or Service you are using. The reason for collecting the information will always be clear from the context in which it is requested and provided by you.
- We only collect what we need.  
Any personal information we process will be adequate, relevant, and not excessive for the purpose for which it is collected.
- We use personal information responsibly.  
We will only process personal information for the purpose it was collected or compatible with the purpose it was collected, unless you have agreed to another use, or we are permitted to do so under POPIA or other applicable laws.
- We collect information directly from you or your device, or a competent person if you are a child, except where the information is contained in or derived from a public record or has deliberately been made available by yourself, or from another source with your consent or is necessary or reasonably practical.
- We do not share personal information with others.  
We will not disclose personal information to third parties without your consent, unless we are legally required to do so.

- We do not keep information longer than necessary.  
Once personal information is no longer needed for its original purpose, or you withdraw your consent to process the personal information, or you object to the processing of the personal information in the prescribed manner, we will securely delete or destroy it unless we are permitted to continue to process such information under POPIA or other applicable laws.
- You remain in control.  
You may request access to the personal information we hold about you or your child at any time, and you may ask us to correct it if necessary. To do so, please contact us at [support@bytefuse.ai](mailto:support@bytefuse.ai)
- We may use anonymized data to improve our services.  
As permitted by POPIA, we may use collected information to generate statistical insights or profiles. These insights are fully anonymized and cannot be linked back to any individual user.
- We implement security measures and safeguards when processing your information.  
We protect personal information using appropriate physical, electronic and administrative safeguards to protect it during collection, storage and use, including (i) access controls limiting who can view data, (ii) secure authentication for all team access; and (iii) regular security reviews, and any other security safeguards we deem necessary and reasonable from time to time. As part of these security measures, we may occasionally request proof of identity before sharing personal information with you. In the event of a security compromise which we are reasonably expected to be aware of, we will take reasonable steps to notify you in accordance with POPIA and applicable laws.
- Communication and marketing.  
We may use your contact details provided by you to provide customer support or to share information about other Tools or Services that may be of interest to you. If you prefer not to receive marketing communications, you can opt out at any time by contacting us at [support@bytefuse.ai](mailto:support@bytefuse.ai) or following the 'unsubscribe' instructions on the particular electronic communication medium.
- We do not transfer personal information outside South Africa, unless with your consent or permitted by under POPIA or other applicable laws.

**(ii) Your Rights**

Under POPIA, you have the following rights:

Right	What It Means
Access	Request a copy of the personal information we hold about you or your child at a prescribed fee
Correction	Ask us to correct inaccurate or incomplete information in the prescribed manner

Deletion	Ask us to delete personal information (subject to legal retention requirements)
Withdraw consent	Withdraw your consent at any time - this does not affect processing that occurred before withdrawal
Object	Object to processing in certain circumstances
Complain	Lodge a complaint with the Information Regulator

To exercise any of these rights, contact us in writing at [support@bytefuse.ai](mailto:support@bytefuse.ai). We will respond within 30 days.

### **(iii) Opting out**

You may choose whether to provide certain information to us, in which case we may not be able to provide our Tools and / or Services to you. If you do not want to receive marketing or other communication from us, then do not select the opt-in box or let us know in writing at [support@bytefuse.ai](mailto:support@bytefuse.ai). Thereafter we will only send you communication that we are legally obligated or permitted to do so.

### **(iv) You Promise To Give Us Accurate Information**

You agree to provide accurate and complete personal information and to notify us if it changes. You further agree to hold us harmless from any loss, damage, or harm arising from our reliance on information that is incorrect or outdated, where that information was supplied by you or obtained from third parties based on the details you provided.

## **4. Website Terms of Use**


### **(i) Links to other websites**

Our and Tools and / or Service may contain links to third-party websites for your convenience or additional information. Please note that we do not control these external websites and are not responsible for their privacy practices or content. We do not accept liability in connection with any third party websites that may be linked to our and Tools and / or Service nor are we responsible for the content of any other website. We encourage you to review the privacy policy of any website you visit before sharing personal information or using their services.

### **(ii) Intellectual Property**

All content, software, algorithms, models, designs, text, graphics, branding, logos, audio, video, and other materials on our Website and Tools and / or Service or forming part thereof are the property of Bytefuse or its licensors and are protected by intellectual property laws. Your use of the and Tools and / or Service does not grant you any ownership rights in our intellectual property. You may not reproduce, distribute, or create derivative works and / or otherwise from our content or technology without our prior written consent.

### **(iii) Governing Law**



The terms and conditions set out in our Policies are governed by the laws of the Republic of South Africa and any dispute arising, directly or indirectly, from your use of our Website and our Tools and / or Services will be governed by the exclusive jurisdiction of the courts of the Republic of South Africa.

#### **(iv) Security**

We take the security of our Website and our Tools and / or Services seriously. Any attempt to introduce malicious code, interfere with our systems, or gain unauthorised access to our Website and our Tools and / or Services or data is strictly prohibited. We reserve the right to take appropriate legal action, including but not limited to claim damages, in respect of any such conduct.

While we implement reasonable and appropriate security safeguards, we cannot guarantee that our Website and our Tools and / or Services will always be free from vulnerabilities or malicious interference. To the extent permitted by law, we are not liable for any loss or damage resulting from malicious use of our Website and our Tools and / or Services or from harmful code or data transmitted through its use.

#### **(v) Cookies**

Our Website may use cookies to improve your browsing experience and help us understand how our Website is used. Cookies are small text files stored on your device for record-keeping purposes and to collect certain usage information. You can choose to set your browser to refuse cookies or to alert you when cookies are being sent. Please note that if you disable cookies, some features of our Website may not function properly. By continuing to use our Website without disabling cookies in your browser settings, you agree to our use of cookies and the information collected through them.

#### **(vi) General**

These terms and conditions as set out above constitute the entire agreement between you and Bytefuse in respect of the use of our Website and our Tools and / or Services. If any terms is unenforceable or invalid, such term shall be deemed to be separate and severable, and the validity of the remaining terms above shall be unaffected and remain in full force and effect. Any delay in the exercise or non-exercise of any right, or indulgence, by Bytefuse is not a waiver of that right.

Our Website and our Tools and / or Services are provided “as is” and “as available”. We make no warranties, express or implied, regarding accuracy, reliability, or suitability for any particular purpose. We are not liable for any direct, indirect, incidental, consequential, or special damages arising from your use of, or inability to use, our Website and our Tools and / or Services, including but not limited to the loss of data, loss of profits, loss of goodwill and / or business interruption.

### **5. Contact Us**

If you have queries about our Policies, please contact us by emailing [support@bytefuse.ai](mailto:support@bytefuse.ai) or at our office address: 3 Meson Street, Techno Park, Stellenbosc , 7600, South Africa. If you believe that we are not processing personal information in a lawful manner, you may contact us or contact the Information Regulator <https://inforegulator.org.za/>.