

Terms & Conditions

Last updated: 13 April 2021

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which we offer you the option to reserve your membership in Kode Club located at Swan Lake Residence Compound, New Cairo, Arab Republic of Egypt (hereinafter referred to as “**Kode Club**”).

1.2 Why you should read them. Please read these terms carefully before you submit your request to subscribe to Kode Club membership. These terms tell you who we are, how you will be able to apply for Kode Club membership and other important information.

2. Information about us and how to contact us

2.1 Who we are. We are Al-Alamia for Real Estate Investment “Hassan Allam Properties”- S.A.E., a joint stock company registered under the laws of the Arab Republic of Egypt, with a commercial registration number 116760 and registered office at 146 Marghani Street, Heliopolis, Cairo, Egypt.

2.2 How to contact us. You can contact us at info@kodeclubs.com

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in the subscription form you fill out when paying the membership down payment.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. How to apply for a membership

3.1 Subscribing for our club membership. The private sports club that you wish to purchase membership of is located at Swan Lake Residence Compound, New Cairo, Arab Republic of Egypt, and is under construction. The opening of the club is expected to take place in 2022.

3.2 How we will accept your membership request. To be eligible for a Kode membership and access the subscription area, you will need a unique code. To receive a code, you will need to be referred by another Kode Club member, then you will go through a quick

and simple process by our trusted selection panel. If you do not have a code, you will not be able to access the subscription area.

3.3 Your order number. We will assign an order number to you and tell you what it is when we approve your request. It will help us if you can tell us the order confirmation number whenever you contact us about your order.

4. Cancellation and refund of the membership

4.1 Right for membership cancellation. You have the right to cancel your membership at any time. If you request to cancel your membership within three (3) months from the date of down payment confirmation, you will be entitled to a refund of 75% of the down payment. If such three (3) months cancellation period has lapsed, the membership down payment cannot be refunded.

4.2 How to cancel and request a refund. If you change your mind and wish to cancel your membership within the three (3) months period, please let us know by email at info@kodeclubs.com. Please provide your order confirmation number, name, ID number and bank account details.

4.3 How we will refund you. We will refund you 75% of the amounts you paid for the membership price through a bank transfer to the bank account details provided in your cancellation request.

4.4 When your refund will be made. We will process your request for a refund, if eligible, as soon as practically possible.

5. Our rights to postpone opening and change membership price

5.1 Opening timeline. We may extend the timeline and deadline for the opening and operation of the club subject to obtainment of all required and necessary approvals in the Arab Republic of Egypt.

5.2 We are not responsible for delays outside our control. If there is any delay by an event outside our control, then we will contact you as soon as possible to let you know and we will take necessary steps to minimise the effect of the delay.

5.3 Membership pricing. We may change the pricing of the membership. However, if your application has been approved and down payment confirmed no change to the price at which you applied will change.

6. How we may use your personal information

6.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy attached hereunder.

7. Other important terms

7.1 You cannot transfer your rights to someone else. You may not transfer your rights or your obligations under these terms to another person.

7.2 Nobody else has any rights under this. These terms and conditions apply to your request for a Kode Club membership. No other person shall have any rights to enforce any of these terms.

7.3 If a court finds part of these terms illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

7.4 These terms are governed by laws of the Arab Republic of Egypt and you can bring legal proceedings in respect of these terms in the courts of Cairo.

7.5 The Website Terms & Conditions may be changed or updated occasionally to meet the requirements and standards. Therefore, the Customers are encouraged to frequently visit these sections in order to be updated about the changes on the website. Modifications will be effective on the day they are posted.

7.6 kodeclubs.com will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of Egypt.

Privacy Policy

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3AI-Alamia for Real Estate Investment “Hassan Allam Properties”- S.A.E. recognizes that your privacy is very important and we take it seriously. This Privacy Policy (“**Privacy Policy**”) describes our policies and procedures on the collection, use, disclosure, and sharing of your personal information or personal data when you use Kode Website. This Privacy Policy applies to activities by AI-Alamia for Real Estate Investment “Hassan Allam Properties”- S.A.E. and its affiliates, subsidiaries and contractors (collectively “we” or “us”). Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our *Terms of Service*.

The Information We Collect

We do not collect information directly from individuals or from third parties through the Kode Website. Once you request a membership subscription, we should be able to collect your name, credit card and banking details, contact information, and other information you provide through the online payment portal that redirects you for payment. Your name and any other information you submit for the purpose of the Kode clubs’ membership down payment will be accessible by our employees and officers and its subsidiaries and contractors for the purpose of processing any show of interest or request of membership through the Website or cancellation of down payment.

Communications. When you communicate with us via email or phone, we may maintain a record of your communication.

Automatically Collected Information About Your Activity. We use cookies, log files, pixel tags, local storage objects, and other tracking technologies to automatically collect information about the activity of users, such as searches, page views, date and time of visit, and other information to study the navigation of users on the Kode website and keep track of their progress, achievements, areas visited. For more information, see the “Cookies, Pixels and Tracking” section below and our Cookie Policy.

How We Use Your Information

We do not sell your personal data – such as your name and contact information – to third parties to use for their own marketing purposes. Kode uses the information we collect for the following purposes:

- Provide our Services. To provide you the services we offer on the Kode Website, communicate with you about your membership request, respond to your inquiries and for other customer service purposes.
- Marketing and Promotions. For marketing and promotional purposes, such as to send you news and newsletters on the developments of the construction of the Kode Club and its academies, or to otherwise contact you about our clubs or information we think may interest you, including information about third party products and services.
- Comply with Law. To comply with legal obligations, as part of our general business operations, and for other business administration purposes.

- **Prevent Misuse.** Where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person or violations of our Terms of Service or this Privacy Policy.

All credit/debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.

If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.

How We Share Your Information

We will take steps to ensure that your personal information receives an adequate level of protection in the jurisdictions in which we process it.

We share information as set forth below, and where individuals have otherwise consented:

Service Providers. We may share your information with third party service providers who use this information to perform services for us, such as payment processors, hosting providers, auditors, advisors, consultants, customer service and support providers.

Affiliates. The information collected about you may be accessed by or shared with our subsidiaries, affiliates, advisors and contractors, whose use and disclosure of your personal information is subject to this Privacy Policy.

Business Transfers. We may disclose or transfer information, including personal information, as part of any merger, sale, and transfer of our assets, acquisition or restructuring of all or part of our business, bankruptcy, or similar event.

Legally Required. We may disclose your information if we are required to do so by law.

Protection of Rights. We may disclose information where we believe it necessary to respond to claims asserted against us or enforce or administer our agreements and terms, for fraud prevention, risk assessment, investigation, and protect the rights, property or safety of Kode, its users, or others.

Anonymized and Aggregated Data. We may share aggregated or de-identified information with third parties for research, marketing, analytics and other purposes, provided such information does not identify a particular individual.

Cookies, Pixels and Tracking

We and our third party providers use cookies, clear GIFs/pixel tags, JavaScript, local storage, log files, and other mechanisms to automatically collect and record information about your usage and browsing activities on the Kode Website and across third party sites or online services. We may combine this information with other information we collect about users. Below, we provide a brief summary these activities. For more detailed information about these mechanisms and how we collect activity information, see our *Cookie Policy*.

- **Cookies.** These are small files with a unique identifier that are transferred to your browser through our websites. They allow us to remember users who are logged in, to

understand how users navigate through and use the Kode Website, and to display personalized content and targeted ads (including on third party sites and applications).

- *Pixels, web beacons, clear GIFs.* These are tiny graphics with a unique identifier, similar in function to cookies, which we use to track the online movements of users of the Kode Website and the web pages of users of our Ad Services, and to personalize content. We also use these in our emails to let us know when they have been opened or forwarded, so we can gauge the effectiveness of our communications.
- *Analytics Tools.* We may use internal and third party analytics tools, including *Google Analytics*. The third party analytics companies we work with may combine the information collected with other information they have independently collected from other websites and/or other online products and services. Their collection and use of information is subject to their own privacy policies.

Contact Us

If you have any questions about our practices or this Privacy Policy, please contact us at info@kodeclubs.com

Changes to Our Privacy Policy

If we change our privacy policies and procedures, we will post those changes on the Website. If we make any changes to this Privacy Policy that materially change how we treat your personal information, we will endeavor to provide you with reasonable notice of such changes, such as via prominent notice in the Website or to your email address of record.

We use Cookies

1. Cookies Policy

In order to be in compliance with the Cybercrime Law, the user has to be informed that Kode platform uses cookies and consent to the usage of Cookies.

2. Cookies notice

“We use cookies to offer you a better experience, analyse site traffic and serve target advertisement, by continuing to use this website you consent to the use of cookies in accordance with our Cookies policy”.

Upon accessing this website, cookies are generated on your computer and/or equipment. A “cookie” is a small text file that identifies your computer and/or equipment on our server. Cookies in themselves do not identify the individual user, only the computer and/or equipment used.

Moreover, we would also like to inform you that the Website uses ‘persistent’ cookies. ‘Persistent’ cookies usually have a long shelf life because they are “collected” and “updated” every time a user visits a page where the same or a similar cookie is being used.

Cookies generally help us provide a better Website, which allows us to monitor which pages you find useful and which you do not. A cookie does not in any way give us access to your computer and/or equipment or to any information about you, other than the data you choose to share with us. You can choose to accept or decline cookies.