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TERMS AND CONDITIONS

(incorporating Schedule A)

Entered into and between:

Systems Control Integration trading under the name and style of SysControl Secure, a company duly registered in terms of the Company Laws of South Africa, having its place of principal business at: Block C, Northlands Office Park, 189 Olympic Dual Avenue, Northriding, Randburg, 2160 (*hereinafter referred to as "SERVICE PROVIDER"*) and registered with PSIRA with number number 149921; and the "**CUSTOMER**" as set out in Part A of Schedule A hereto.

The parties hereby agree that:

1. DEFINITIONS

- 1.1 "alarm" or "alarm system" means an electronic intruder detection system that enables the DEVICE to communicate signals to a central station generated by the alarm;
- 1.2 "analytics software" shall mean AI surveillance software using advanced algorithms and machine learning to monitor, analyze and manage images, transforming the images into intelligent data and can be imbedded in each camera or SYSTEM, centrally on a server, or in hybrid form.
- 1.3 "cell APP" shall mean any smart phone application that is designed to inform the CUSTOMER of the status, signals and/or images received from the SYSTEM and may also include SMS notifications.
- 1.4 "central station" means a monitoring facility of the SERVICE PROVIDER as defined in the by-laws of SAIDSA;
- 1.5 "CCTV" or "CCTV system" or "Visual verification system" means equipment capable of transmitting an image or images from the premises of the CUSTOMER on detection with the assistance of analytics software to the central station of the SERVICE PROVIDER over the selected medium in order to endeavour to verify the reason for activation thereof;
- 1.6 "detection device(s)" means the components connected to the SYSTEM that is designed to detect intrusion or an image incident.
- 1.7 "DEVICE" means the equipment used to communicate signals from the alarm system to the central station as defined in the by-laws of SAIDSA. An "independent DEVICE" means a device separate and detachable from the SYSTEM and/or such device of which the SERVICE PROVIDER has a real right to. An "integral DEVICE" means such device is not detachable and/or such device the SERVICE PROVIDER has no real right to;
- 1.8 "emergency signal" shall mean an alarm and/or panic signal only;
- 1.9 "SERVICE PROVIDER" means the security service provider as defined above or any of its approved sub-contractors.
- 1.10 "image incident" means a visual image or images identified by the visual verification or CCTV system with the assistance of analytics software and received in the central station of the SERVICE PROVIDER that warrants further action;
- 1.11 "initial period" means the contract period as indicated in Part H read with Clause 18;
- 1.12 "IoT device" means a system or integrated digital equipment or devices, that are provided with unique identifiers with the ability to connect to the internet, collecting and sharing data;
- 1.13 "link-up" or "link" means the connection of the already existing SYSTEM of the CUSTOMER to the central station of the SERVICE PROVIDER via a DEVICE if marked in Part B of Schedule A;
- 1.14 "new" as per schedule A means the installation of a complete new SYSTEM and DEVICE, if marked in Part B of Schedule A;
- 1.15 "parties" means the CUSTOMER as described in Part A and the SERVICE PROVIDER as described above.
- 1.16 "PREMISES" shall mean the service location address as indicated in Part C of Schedule A;
- 1.17 "information signals" shall mean all other signals other than emergency signals and includes but is not limited to power failure and restore signals, battery low and restore signals, open and closing signals, and SYSTEM status signals;
- 1.18 "relocate" as per schedule A means the moving of the CUSTOMER from one premises to other within the service area of the SERVICE PROVIDER, if marked in Part B of Schedule A;
- 1.19 "SAIDSA" means the South African Intruder Detection Services Association;
- 1.20 "Sim" shall mean an integrated circuit intended to securely store an international mobile subscriber identity (IMS) number and its related key, which are used to identify and authenticate subscribers on mobile telephone networks.
- 1.21 "SYSTEM" shall mean any intruder detection system, alarm, electric fence, CCTV or visual verification system or a combination of one or more;
- 1.22 "take-over" means the instance where the DEVICE of the SERVICE PROVIDER has already been installed at the PREMISES prior to this agreement for the purposes of monitoring a previous customer, if marked in Part B of Schedule A;
- 1.23 "telephone call" shall include an automated call;
- 1.24 "transmission medium" or "medium" shall mean the channel through which data is transmitted to the central station of the SERVICE PROVIDER either owned by the SERVICE PROVIDER or a third party;
- 1.25 "upgrade" means the enhancement or replacement in part of the existing SYSTEM of the CUSTOMER, if marked in Part B of Schedule A;

- 1.26 Headings are for reference purposes only;
- 1.27 Reference to one gender will include the other;
- 1.28 Reference to the singular or plural of one word will include the other.
- 1.29 Reference to any "Part" means the corresponding Part in Schedule A.

2. DEVICE

The SERVICE PROVIDER undertakes to install a DEVICE at the PREMISES connected to the SYSTEM, if applicable, for the monitoring service as selected in part D of Schedule A in the central station of the SERVICE PROVIDER. Where the DEVICE is an integral device, sim or IoT device, the SERVICE PROVIDER will connect and/or route same to the central station of the SERVICE PROVIDER through a third party medium. It is the responsibility of the CUSTOMER to provide a suitable medium for the integral device, sim or IoT connection at its sole cost and expense. The CUSTOMER is hereby made aware of the non transmission risk in cases where the power supply to transmission mediums or relay stations are interrupted.

3. NEW SYSTEM AND SECURITY INSTALLATION

If the SERVICE PROVIDER installs a new SYSTEM at the time of entering into this agreement, it will consist of components as set out in the quotation to the CUSTOMER. This agreement is concluded after the acceptance of the quotation or estimate by the CUSTOMER. The CUSTOMER confirms that he is satisfied with the SYSTEM installed or to be installed at the PREMISES and in particular the CUSTOMER and its insurer is satisfied that the SYSTEM is adequate for the risk it is protecting. It is the duty of the CUSTOMER to regularly evaluate its risk and to ensure that the security measures implemented at the PREMISES are sufficient.

4. INSTALLATION COST

The cost for the installation of an independent DEVICE (link-up fee as set out in Part D) and/or the SYSTEM (where purchased from the SERVICE PROVIDER) is in the amount as set out in the quotation, payable on acceptance of the quotation, which amount shall be payable over and above any fees owing to the SERVICE PROVIDER in terms of this agreement.

5. INSTALLATION (GENERAL)

- 5.1 The SERVICE PROVIDER will start as soon as possible with the installation of the DEVICE and/or SYSTEM after the cooling-off period as provided for in clause 27. The CUSTOMER will provide the SERVICE PROVIDER with every assistance to complete the installation and will not interfere with the workmen whilst doing the installation. The CUSTOMER agrees to accept all responsibility for any damages to the PREMISES that is necessary for the installation of the DEVICE and/or SYSTEM and/or the warning boards.
- 5.2 The CUSTOMER agrees that where he owns an existing SYSTEM, before signing this agreement, in or on the PREMISES, the DEVICE will be connected to the SYSTEM and/or routed to the central station of the SERVICE PROVIDER ("link-up"). If the existing SYSTEM is found to be faulty or communicates false or incorrect signals, the SERVICE PROVIDER will provide the CUSTOMER with a quotation for the repair or replacement of the SYSTEM. Any unforeseen delays in the commencement of the installation, or repairs to an existing faulty SYSTEM will not be any reason for the cancellation of the agreement. It is the CUSTOMERS' responsibility to provide the SERVICE PROVIDER with the correct installer code and/or login details of the existing SYSTEM in order to install or link the DEVICE. If the correct installer code or login details is not available, the SERVICE PROVIDER will attempt to default the SYSTEM and reprogram it, at the expense of the CUSTOMER.
- 5.3 In the event that the DEVICE is connected to an existing SYSTEM and/or routed to the central station of the SERVICE PROVIDER, it is not the responsibility of the SERVICE PROVIDER to ensure that the existing SYSTEM was installed in terms of the standard installation practice of SAIDSA, or any other industry practice, and the CUSTOMER accepts full responsibility for the existing SYSTEM installation and its functionality.

6. MAINTENANCE AND GUARANTEE

- 6.1 The SERVICE PROVIDER agrees to maintain the independent DEVICE for the duration of this agreement, if necessary, at its expense. The SERVICE PROVIDER undertakes no responsibility for the maintenance and/or repair of any SYSTEM or any component thereof not installed or not covered by a guarantee from the SERVICE PROVIDER and the CUSTOMER undertakes that any such SYSTEM will at all times during the existence of this agreement be kept in proper working order at its own expense. If requested by the CUSTOMER, the SERVICE PROVIDER will provide a quotation and proceed with repairs to the SYSTEM when accepted by the CUSTOMER. The CUSTOMER will not withhold any payments due to the SERVICE PROVIDER in respect of this agreement due to the non-performance of the DEVICE, the transmission medium or the SYSTEM.
- 6.2 The CUSTOMER must test the SYSTEM at least once a month and make sure that all detection devices connected to the SYSTEM provide sufficient protection as required by the CUSTOMER and/or his insurer and that signals are received by the SERVICE PROVIDER.
- 6.3 The SERVICE PROVIDER agrees to maintain the SYSTEM purchased from the SERVICE PROVIDER for the duration of the guarantee period from the installation date. Batteries are expressly excluded. Should any third party interfere, connect additional components or effect repairs to the SYSTEM during the guarantee period, the guarantee will immediately become invalid.
- 6.4 Should the CUSTOMER inform the SERVICE PROVIDER that the DEVICE or SYSTEM does not operate, the SERVICE PROVIDER will repair the DEVICE or SYSTEM as soon as possible after the CUSTOMER accepted the quotation for the repairs. Any delays in the repair will not give the CUSTOMER any right to claim for damages or reduction of fees against the SERVICE PROVIDER, nor will the CUSTOMER have the right to withhold payment of any fees in terms of this agreement. Should the DEVICE or SYSTEM fail to work due to the fault or negligence of the CUSTOMER, its agents, servants or any other third party, fire, theft, lightning, load shedding, a power surge or due to malicious or accidental damage the cost for the repairs and/or replacements will be paid for by the CUSTOMER and does not form part of any guarantee. It is the responsibility of the CUSTOMER to insure the DEVICE and SYSTEM.

- 6.5 The SERVICE PROVIDER will have the right to remove any component of the DEVICE or SYSTEM from the PREMISES in order to do any repairs which cannot be done on the PREMISES.
- 6.6 The CUSTOMER is informed and advised to upgrade the SYSTEM at least once every five years from date of installation, and to replace the batteries of all components at least once every two years, should there be no need or reason to do so within a shorter period of time. It is the CUSTOMER's responsibility to call on the SERVICE PROVIDER to inspect and determine the need for an upgrade.
- 6.7 In particular the CUSTOMER is made aware that during load shedding or load reduction the life span of all batteries are drastically reduced and that the DEVICE requires a healthy battery at all times to function.
- 6.8 It is agreed that should the CUSTOMER call upon the SERVICE PROVIDER to do any repairs to the SYSTEM and/or the DEVICE, and where the repairs are not covered by any guarantee in terms of this agreement, the CUSTOMER hereby pre-authorizes the cost of such a call out equal to the amount normally charged by the SERVICE PROVIDER at the time. The call out fee does not include any cost for material or labour used for the repair, and does not form part of the monthly fee as set out in Part J to schedule A hereto.
- 6.9 The CUSTOMER indemnifies the SERVICE PROVIDER against all damages, injuries and losses caused by or arising from anything done or omitted to be done as a result of any repair work undertaken by the SERVICE PROVIDER to the SYSTEM of the CUSTOMER and/or DEVICE.

7. OWNERSHIP OF DEVICE

- 7.1 The independent DEVICE and/or any sim provided by the SERVICE PROVIDER to monitor the SYSTEM, will at all times remain the property of the SERVICE PROVIDER and will not by reason of attachment or connection to any fixed property become or be seen to be a fixture to the property and will at all times be separable, and will be free from claim or right of the CUSTOMER. On termination of this agreement, or any extension hereof, for any reason, the SERVICE PROVIDER will have the right to remove the independent DEVICE and/or sim from the PREMISES and the CUSTOMER undertakes to allow the workmen of the SERVICE PROVIDER access and egress in and from the PREMISES. The CUSTOMER will notify the landlord of the PREMISES at which the DEVICE and/or sim is to be installed, immediately of the name and address of the SERVICE PROVIDER and to notify the landlord in writing of the retention of ownership of the DEVICE and/or sim by the SERVICE PROVIDER.
- 7.2 Should the CUSTOMER refuse the SERVICE PROVIDER to remove the DEVICE and/or sim on termination of this agreement, or any extension hereof, or should the CUSTOMER fail to return the DEVICE and/or sim to the SERVICE PROVIDER for any reason and without delay, the CUSTOMER will remain liable to the SERVICE PROVIDER in respect of the total monthly fee as set out in Part J of Schedule A, or part thereof, until such time as the CUSTOMER has returned the DEVICE and/or sim to the SERVICE PROVIDER despite cancellation of the agreement herein.
- 7.3 It remains the duty of the CUSTOMER to ensure that the DEVICE and/or sim is removed and/or returned timeously after termination of this agreement and to ensure that the CUSTOMER is provided with proof of such return.

8. RISK IN POSSESSION

Despite the retention of ownership by the SERVICE PROVIDER of the independent DEVICE or sim, the risk in possession of the said DEVICE or sim will pass to the CUSTOMER on the installation of the DEVICE or sim card in the PREMISES. The CUSTOMER agrees to assume full responsibility for any risk arising out of the possession and the use of the DEVICE or sim and accepts liability to reimburse to the SERVICE PROVIDER the agreed value of the DEVICE as set out in Part D, in the event of the DEVICE being destroyed or damaged by fire, lightning, burglary, storm, tempest, flood or any act of God, pests, rodents, riots, civil commotion, or caused by any person or workman not in the employment of the SERVICE PROVIDER working on or tampering with any part of the SYSTEM or DEVICE or through any cause other than through the fault or negligence of the SERVICE PROVIDER, its employees or agents.

9. REMOVAL, ALTERATION OR RELOCATION OF INSTALLATION

The CUSTOMER will not remove the DEVICE or SYSTEM from the position(s) it was placed by the SERVICE PROVIDER or to make any alterations to it. Should the CUSTOMER want to move the DEVICE or SYSTEM in or from the PREMISES where it is installed and/or to relocate it to the same or other premises, or requiring any changes to be made to any part of it, the CUSTOMER will give notice to the SERVICE PROVIDER in writing of the request. Any removal, installation or alteration will be done only by the SERVICE PROVIDER and will be subject to all the terms and conditions in this agreement. The CUSTOMER will accept responsibility for and indemnify the SERVICE PROVIDER against any damage to the PREMISES caused by the removal or alteration of any part of the DEVICE or SYSTEM from the PREMISES during the agreement period or on termination. All alterations to or removal and re-installation of the DEVICE and/or SYSTEM will be done at the sole expense of the CUSTOMER. The CUSTOMER is hereby informed of the risk in making changes to the lay-out of the PREMISES or any part thereof that could effect the functionality and effectiveness of the SYSTEM to detect any breach in the security of the PREMISES.

10. ELECTRICAL CURRENT, BATTERY BACK-UP AND COMMUNICATION COSTS

- 10.1 The CUSTOMER will be liable for the cost of electricity used by the DEVICE and/or SYSTEM, or any part thereof, and will be responsible for the continuous supply of electricity and for the installation of all switches, connections, plugs and other equipment necessary for the installation and operation of the SYSTEM and/or DEVICE.
- 10.2 The CUSTOMER will also be responsible for the provision of a suitable stable medium (if applicable), together with the cost of data, used by the DEVICE (if applicable). In the event that the SERVICE PROVIDER notifies the CUSTOMER of a power failure signal and/or battery low signal if received from the SYSTEM of the CUSTOMER, it is the duty of the CUSTOMER to immediately inspect the power supply and back-up battery to the SYSTEM and to ensure that the power is restored to the SYSTEM and DEVICE.

- 10.3 In the event that the DEVICE and/or SYSTEM generates battery low signals, or in the event of continues periodic power supply interruptions the CUSTOMER is advised to replace the batteries timeously as the DEVICE is dependent on healthy batteries to operate. Even in the event that the CUSTOMER makes use of alternative power sources such as solar panels or a generator the CUSTOMER is advised to ensure that the back-up battery of the SYSTEM and/or DEVICE is in a healthy condition at all times.
- 10.4 Where the CUSTOMER provides his own sim, the CUSTOMER must ensure that the sim is active and have sufficient data at all times.

11. INSPECTION

The SERVICE PROVIDER will have the right, with prior arrangement, to enter the PREMISES for the purpose of inspecting the SYSTEM and/or DEVICE.

12. MONITORING SERVICE

- 12.1 The SERVICE PROVIDER will monitor signals and/or inspect image incidents, which ever is applicable, received from the SYSTEM of the CUSTOMER.
- 12.2 The SERVICE PROVIDER will on receipt of a signal or image(s), act in accordance with the SERVICE PROVIDER's procedures as set out herein, unless differently agreed to in writing, subject to additional changes.
- 12.3 The SERVICE PROVIDER will only be expected to attempt to communicate with the CUSTOMER or key holder(s) by telephone or cell APP at the telephone number given by the CUSTOMER in Part F. It will not be expected of the SERVICE PROVIDER to take any other steps to communicate with the CUSTOMER or key holders. It is therefore the duty of the CUSTOMER to answer any telephone call and/or install and ack on any notification by cell APP.
- 12.4 The SERVICE PROVIDER will only act on information signals, by attempting to communicate such signals to the CUSTOMER via cell APP. No reaction service will be delivered on receipt of these signals.
- 12.5 The SERVICE PROVIDER will on receipt of emergency signals attempt to communicate the receipt of such signals by telephone call and/or cell APP. It however, at all times remain the duty of the CUSTOMER to cancel false or accidental signals with the central station of the SERVICE PROVIDER.
- 12.6 It is understood by the CUSTOMER that in the event of a storm and/or power failures that it may occur in certain circumstances that signals and/or images are not received by the SERVICE PROVIDER due to excessive traffic on the transmission medium and base stations or unresponsive cell towers used for communication between the DEVICE and the central station of the SERVICE PROVIDER.
- 12.7 In the event that the CUSTOMER requires the monitoring of signals other than emergency signals, such signals may only be monitored by the installation of a secondary DEVICE for the exclusive purpose of this monitoring function at an additional cost. In the event that the SERVICE PROVIDER monitors these signals via a primary DEVICE only, this is done at the sole risk of the CUSTOMER.
- 12.8 In the event that the CCTV or visual verification system confirms a positive breach in the security of the premises, the SERVICE PROVIDER will proceed as provided for in clause 14 below.
- 12.9 It is understood by the CUSTOMER that the CCTV monitoring or visual verification service is dependent on an activation received (incident image) by the central station and that it is not a 24 hour surveillance service – also referred to as incident driven. Ad hoc virtual patrols may be undertaken by the central station from time to time.
- 12.10 Should the SERVICE PROVIDER monitor the opening and closing signals of the SYSTEM, and such times provided by the CUSTOMER in Part I, varies by more than 30 minutes to the actual times over a period of 14 (fourteen) days, then the SERVICE PROVIDER will have the right to change the times provided in line with the actual times.
- 12.11 Should the DEVICE transmit signals or images to the SERVICE PROVIDER by the use of an independent third party medium, the CUSTOMER acknowledge that the SERVICE PROVIDER has no control over this network, and therefore indemnifies the SERVICE PROVIDER against any failure in receipt of signals or images from such a DEVICE. Similarly the CUSTOMER acknowledge that communication as mentioned in 12.3, 12.4 and 12.5 above is also dependant on third party mediums and that the SERVICE PROVIDER has no control over these networks and accordingly indemnifies the SERVICE PROVIDER against any failure in receipt of such communication.
- 12.12 In the event of electric fence monitoring it is the duty of the CUSTOMER to ensure that the electric fence is reset after each and every activation, either physically or by cell APP. It will not be expected of the SERVICE PROVIDER to reset the fence. The CUSTOMER is also advised that the monitoring of an electric fence be done via a separate dedicated DEVICE.

13. KEYHOLDERS

The CUSTOMER will at all times keep the SERVICE PROVIDER notified in writing of the name, and contact numbers of one or more person(s)(key holders) with whom the SERVICE PROVIDER may communicate in regard to the DEVICE, its operation and the PREMISES in which it is installed. It is the duty of the CUSTOMER to ensure that all key holders are informed of the relevant cancellation passwords.

14. RESPONSE SERVICE

- 14.1 On receipt of an emergency signal, call or image incident, and should the CUSTOMER not cancel the signal telephonically or by cell APP, the SERVICE PROVIDER will queue the response unit who will proceed as quickly as operational circumstances permit to the PREMISES and offer every reasonable assistance in the handling of the situation in accordance with the SERVICE PROVIDER procedure. This service will be directed at attempting to minimizing the actual loss, injury or damage suffered by the CUSTOMER, his family, property or assets through the prompt response to the PREMISES and is therefore not a guarantee for the absence of any loss, injury or damage.

- 14.2 It is agreed by the parties that the SERVICE PROVIDER cannot guarantee a specific response time, and that the service is a shared service as a response unit services multiple customers within any given area that can lead to severe delays during situations of high volumes of activations, power failures and storms.
- 14.3 The CUSTOMER accepts that the response vehicles of the SERVICE PROVIDER are not classified as emergency vehicles and therefore it will not be expected of the SERVICE PROVIDER to be involved in hi-speed traffic pursuits or the violation of any traffic regulations.
- 14.4 Subject to the specific request of the CUSTOMER, and provided safe access is possible, the response officer will carry out inspections at the PREMISES in terms of which the response officer will enter the grounds of the PREMISES and inspect the perimeter of the dwelling and outbuildings protected by the SYSTEM.
- 14.5 Should the response officer detect any visible damage or disturbance of the security of the PREMISES, and in the CUSTOMERS absence, the central station will endeavour to notify the CUSTOMER and/or key holder(s) via telephone or cell APP. The SERVICE PROVIDER will also, at the risk and expense of the CUSTOMER, take such steps at its sole discretion and as the circumstances permit to attempt to ensure the security of the PREMISES, until the arrival of the CUSTOMER, its key holder or any other person so instructed by the CUSTOMER.
- 14.6 It is the responsibility of the CUSTOMER to attend to the PREMISES, especially when no access is possible or where the full PREMISES cannot be inspected or where the CUSTOMER is notified of multiple activations, and to secure the PREMISES, if need be.
- 14.7 In the event that the CUSTOMER and/or key holder notified and/or called upon does not attend the PREMISES within (20) twenty minutes from the time that a breach in security was detected, there is no obligation on the SERVICE PROVIDER to secure the premises, but will attempt to arrange the placement of a guard on request of the CUSTOMER. The CUSTOMER will be responsible for the cost of a guard.
- 14.8 There will be no responsibility on the SERVICE PROVIDER in terms of this agreement or otherwise to assist the CUSTOMER and/or his agents and/or his servants, and/or any other person on the PREMISES in respect of any situation due to fire, domestic violence, drunken disorderly, medical emergency, riots, labour unrest, terrorism, CIT robberies, hostile robberies or any other incident where the wellbeing of the response unit is severely compromised and no reasonable assistance can be offered, however the SERVICE PROVIDER will at its own discretion inform and request the SAPS or emergency services to attend to the PREMISES. Any cost associated with any medical or emergency services will be for the sole expense of the CUSTOMER.
- 14.9 It is the duty of the CUSTOMER, at its expense, to provide the SERVICE PROVIDER with a safe means of access onto the property, acceptable to the SERVICE PROVIDER. It will not be expected of the SERVICE PROVIDER to gain access onto or into the property where it has not been provided by the CUSTOMER.
- 14.10 Electric fences will only be inspected as far as the response unit has easy access to carry out the inspection.
- 14.11 Confirmation of the response unit visit will be communicated to the CUSTOMER via a cell APP notification or slip in the event that the CUSTOMER or appointed person is absent from the PREMISES at the time of the visit.
- 14.12 The response service as defined herein does not include attendances during the opening and closing times of the CUSTOMER, or any other ad hoc attendances or patrols from time to time as the primary function of the service is attending to emergency activations. Any such attendances or patrols are done at the exclusive discretion of the SERVICE PROVIDER.
- 15. FALSE OR ACCIDENTAL SIGNALS**
The number of response visits or calls required by the CUSTOMER will be not be limited per month, provided that it will not be abused by the CUSTOMER, either by accidental and/or false signals due to the negligence of the CUSTOMER, defective SYSTEM or otherwise. Should the CUSTOMER fail and/or refuse to eliminate false or accidental signal activations, the SERVICE PROVIDER reserves the right to charge the CUSTOMER an additional fee equal to 20% of the total monthly fee for each individual call or to suspend or cancel the response service until such time as the CUSTOMER has rectified the reason for the false or accidental signals. The CUSTOMER will be allowed a maximum of 6 (six) false or accidental activations per month. In the event of multiple signals during any particular electrical power interruption or due to a faulty system, it will only be expected of the SERVICE PROVIDER to attempt to attend the PREMISES at least once.
- 16. CELL APP**
16.1 If selected in Part J, it is agreed that the purpose of the application is to inform the CUSTOMER regarding signals and/or images from the SYSTEM of the CUSTOMER as received by the SERVICE PROVIDER.
16.2 It is understood by the CUSTOMER that it is the duty of the CUSTOMER to install the cell APP and to maintain same for the purpose of being informed of signals and/or images, and to act on these information signals.
16.3 It is the responsibility of the CUSTOMER to keep the SERVICE PROVIDER informed at all times of any changes in the cell number of the CUSTOMER, and to ensure that the handset (cell phone) of the CUSTOMER is in working order at all times. It is the customers' responsibility to manage the additional contacts and multiple sites loaded on the cell APP.
16.4 It is understood by the CUSTOMER that the receipt of information from the SYSTEM is dependent on the correct functioning of the SYSTEM and third party medium networks, and that the SERVICE PROVIDER has no control over these networks.

17. ABSENCE FROM PREMISES

Should the CUSTOMER leave the PREMISES unattended for any period longer than 48 hours, the CUSTOMER may notify the SERVICE PROVIDER of such absence. The CUSTOMER undertakes that during his absence, no domestic pet at the PREMISES will be in the position to activate the alarm system.

On request of the CUSTOMER, the SERVICE PROVIDER will deliver a patrol, during such absence, once during each 24 hour cycle to a maximum of 21 visits per 12 month cycle during the existence of this agreement, which service will be chargeable.

18. DURATION OF AGREEMENT

It is specifically agreed that the duration of this agreement will be for a period as selected in Part H, commencing on the day immediately following the completion of the installation of the DEVICE, and the terms and conditions of this agreement will continue to be of full force and effect for the full period or any extension. The monthly fees payable in terms of this agreement is directly connected to the duration of the agreement. Discounted monthly fees are provided by the SERVICE PROVIDER on fixed term agreements, and the CUSTOMER accepts same as an advantage as provided for in the Consumer Protection Act. It is the duty of the CUSTOMER to ensure that he selects the correct initial period herein, especially in the event where he occupies the PREMISES in terms of a lease agreement. In the event that no contact period is selected in Part H, then it is agreed and accepted by both parties, that the initial period will be 36 months.

19. RENEWAL OF AGREEMENT

Upon the expiry of the initial period of this agreement, the CUSTOMER may cancel this agreement by giving at least 20 business days prior written notice of such cancellation. Should the CUSTOMER not wish to cancel the agreement, the parties agree that the agreement will be deemed to have renewed and to continue on a monthly basis as contemplated in Section 14(2)(d)(ii) of the Consumer Protection Act, as amended from time to time.

20. MONTHLY FEE PAYABLE

- 20.1 The CUSTOMER will pay a monthly fee in respect of the services provided by the SERVICE PROVIDER to the CUSTOMER, as set out in Part J, subject to the provisions of Clause 21.
- 20.2 Should the CUSTOMER require to be informed of signals and/or images via cell APP to the cell number(s) indicated in Part F, an amount as set out in Part J is payable.
- 20.3 The CUSTOMER will be liable for an annual network fee, payable yearly in advance, in the amount as set out in Part D over and above any fees payable in terms of this agreement, and subject to increase from time to time as determined by the SERVICE PROVIDER.

21. PAYMENT METHOD AND ANNUAL INCREASE IN FEES

- 21.1 The monthly fee as defined in Part J shall be payable:
(i) by debit order at a bank in favour of the SERVICE PROVIDER monthly in advance; alternatively,
(ii) by way of EFT by the client directly into the account chosen by the SERVICE PROVIDER from time to time to be received on or before the 1st of each month, monthly in advance, showing the account number of the CUSTOMER with the SERVICE PROVIDER as reference.
- 21.2 The fees are based on the cost of labour, fuel, material and maintenance of radio receiving control facilities and other disbursements as at the date hereof, and the SERVICE PROVIDER has the right from time to time, to increase the fee of the services by that amount that represents any increase in the above costs, or due to the general inflation.
- 21.3 The parties agree that the account with the SERVICE PROVIDER is not a credit facility, as all services are paid monthly in advance for that specific month, and that no payment is deferred in respect of an account or amount.

22. LIMITATION OF LIABILITY AND DUTIES

- 22.1 It is agreed and acknowledged that the SERVICE PROVIDER will not be liable to the CUSTOMER or to any other party for loss, injury or damages to any person or property, consequential or otherwise caused by or arising out of anything done or failed to be have been done by the SERVICE PROVIDER, its sub-contractors, agents and/or servants, whether it be negligent or whether on duty or not, or out of a general duty of care and the CUSTOMER accordingly indemnifies the SERVICE PROVIDER against any such claims.
- 22.2 Similarly the CUSTOMER indemnifies the SERVICE PROVIDER for any loss, injury or damages to any person or property, consequential or otherwise caused by or arising out of the malfunction of any medium, equipment or software.
- 22.3 In the event that the CUSTOMER institutes action against the SERVICE PROVIDER, the CUSTOMER waives any amount claimed that exceeds the claim limits as determined by the SERVICE PROVIDER's liability insurance at the time of instituting the claim.
- 22.4 It is the CUSTOMERS duty to fully and adequately insure the PREMISES and its contents at all times against all risk, and that this service does not in any way replace or supplement the duty to do so, nor does it replace the implementation of additional security measures such as burglar bars and doors, physical on-site guarding or any other security services not provided herein that would reasonable be required to ensure the security of the PREMISES and its inhabitants.
- 22.5 The CUSTOMER acknowledges that the service provided herein does not extend to any third party and/or the property of any third party on the PREMISES for whatever reason and specifically that there is no duty on the SERVICE PROVIDER to take reasonable care to protect same;
- 22.6 The SERVICE PROVIDER's legal duty of care does not extend beyond the provisions of the terms and conditions as set out herein;
- 22.7 Any report or feedback given by the SERVICE PROVIDER, subsequent to and in respect of any specific incident whether there was any loss, damage or injury or not, must not be construed as an acknowledgement or acceptance, but is at all times issued without any prejudice or waiver of the SERVICE PROVIDER's rights herein.
- 22.8 The CUSTOMER further acknowledges that due to the nature of the service, this clause is not unfair or unreasonable.

23. CESSATION AND SUBSTITUTION

All the terms and conditions hereof will be binding and endure for the benefit of the successors of the relative parties, but the interest of the CUSTOMER will be transferable only with the written consent of the SERVICE PROVIDER first had and obtained. The SERVICE PROVIDER may at any time without notice, cede, assign or make over any of its rights or obligations under this agreement to any third party, but the CUSTOMER will not cede, assign or make over its rights and obligations hereunder, or any part thereof, without the prior written consent of the SERVICE PROVIDER.

24. BREACH OF AGREEMENT & EARLY CANCELLATION PENALTY

24.1 The CUSTOMER will have breached the agreement if the CUSTOMER or his servant, agents, invitees, customers, members of the household or any other person lawfully entering into the PREMISES, tampers with the DEVICE and/or SYSTEM or any part thereof, or if the CUSTOMER is placed under provisional of final sequestration or liquidation, or under provisional or final judicial management, administration, debt review or business rescue, or if the CUSTOMER gives notice of the surrender of his estate, or if the CUSTOMER fails or neglects to make payment of any monthly fee or if the debit order furnished by the CUSTOMER is dishonoured by non-payment or if the CUSTOMER breaches any of the provisions of this agreement, or if the CUSTOMER fails to pay for any service or repair charges, installation charges, radio communication charges on the due date, or if the CUSTOMER deserts the DEVICE or any portion thereof, or vacates the PREMISES where the DEVICE is located or if an excessive number of false alarms take place other than by reason of any mechanical or electrical failure of the DEVICE or any part thereof. The SERVICE PROVIDER will immediately upon the breach or default have the choice to:

- 24.1.1 continue with this agreement and/or;
- 24.1.2 claim from the CUSTOMER payment of the full balance of the fees and any charges or disbursements outstanding, and only once the CUSTOMER has paid the amount owing, he will be entitled to the use of the DEVICE and the services in terms of this agreement. Awaiting the payment in full, the SERVICE PROVIDER will have the right to remove the DEVICE, or;
- 24.1.3 cancel this agreement and remove the DEVICE and SYSTEM (where not fully paid for) and claim from the CUSTOMER all arrears of fees to the date of the removal, together with any outstanding charges and disbursements, and in addition to claim from the CUSTOMER a reasonable early cancellation penalty in terms of Section 14 and Regulation 5 of the Consumer Protection Act. The parties agree that a reasonable penalty will be equal to a sum equivalent to 80% of the unexpired agreement periods' monthly fees payable by the CUSTOMER to the SERVICE PROVIDER in terms of this agreement. The DEVICE and SYSTEM was installed for a particular use at the PREMISES and it is a material consideration of the SERVICE PROVIDER in entering into this agreement.

24.2 Should the CUSTOMER cancel this agreement in writing by providing 20 (twenty) business days' notice or any other notice period before the expire of the initial period, then the CUSTOMER will be liable for all arrears of fees to the date of cancellation, together with any outstanding charges and disbursements, and in addition the CUSTOMER will be liable for an early cancellation penalty. The parties agree that a reasonable penalty will be equal to a sum equivalent to 80% of the unexpired agreement periods' monthly fees payable by the CUSTOMER to the SERVICE PROVIDER in terms of this agreement.

24.3 In addition to the above, the CUSTOMER agrees that should payment of any amount, including any fees owing, charges and/or disbursements on their due dates, not be made, the SERVICE PROVIDER will then have the right to immediately suspend the services without further notice, and such services will only be re-connected or recommenced when payment of all amounts due are made, together with a re-connection fee equal to two times the monthly fee at the time;

25. LEGAL PROCEEDINGS

25.1 The CUSTOMER agrees to the jurisdiction of the Magistrates Court in respect of all legal proceedings arising out of this agreement, irrelevant of the amount claimed or the nature of the claim.

25.2 Should the SERVICE PROVIDER instruct its Attorneys to take steps to enforce any of its rights under this agreement the CUSTOMER will pay the SERVICE PROVIDER such collection charges, tracing fees and other legal costs as may be lawfully charged.

25.3 The CUSTOMER hereby waives the requirement of providing security for costs in the event that action is instituted by the SERVICE PROVIDER as determined by the Magistrate's Court Act.

25.4 The CUSTOMER and the person signing this agreement agrees that the SERVICE PROVIDER and/or its legal representatives may request a report on the credit profile of the CUSTOMER and/or signatory should it be necessary to do so.

26. SERVICE & DELIVERY OF DOCUMENTS

The CUSTOMER hereby choose the address of the PREMISES for the delivery and/or service of all documents and legal processes as per Part C, and the SERVICE PROVIDER the address as set out at the beginning of Schedule A, unless expressly changed in writing.

27. COOLING-OFF PERIOD

In terms of Section 16 of the Consumer Protection Act, as amended from time to time and if applicable, the CUSTOMER has 5 (five) days from signature to cancel this agreement in writing without any penalty provided the SERVICE PROVIDER has not started with the installation of the DEVICE and/or ALARM SYSTEM.

27.1 Where the installation was started with or done, the CUSTOMER will be liable to the SERVICE PROVIDER for the cost in removing the DEVICE and/or ALARM SYSTEM as provided for in Section 20(6) of the Consumer Protection Act.

27.2 Should only the DEVICE be removed, the CUSTOMER will be liable to the SERVICE PROVIDER in an amount equal to the SERVICE PROVIDER's standard call out rate at the time of such removal together with the fee of such installation, if any.

27.3 Should the ALARM SYSTEM be removed, the CUSTOMER will be liable to the SERVICE PROVIDER in an amount not exceeding 25% of the initial accepted quotation value, due to the fact that parts of the ALARM SYSTEM such as the wiring will not be re-usable, and that the equipment has been removed from its original packaging when installed.

28. POPI ACT

By the signature of the CUSTOMER hereto the CUSTOMER acknowledges that the personal information herein provided is necessary and required by the SERVICE PROVIDER to provide the services as set out in this agreement and for accounting purposes. The SERVICE PROVIDER will in no way sell the personal information of the CUSTOMER to any third party or make it available to any third party if it is not directly as a result of the services and conditions herein provided. The CUSTOMER can access the full privacy policy of the SERVICE PROVIDER on its website.

29. WHOLE AGREEMENT

This agreement is the entire agreement between the parties, save as for provided herein. It is agreed that any representations made by the employees of the SERVICE PROVIDER different to the conditions contained in this agreement, before the signing of this agreement, will not be binding on the parties unless in writing and included in this agreement. This agreement will only be valid once signed by the SERVICE PROVIDER. The parties further agree that disasters may occur and that technology, crime trends and operational requirements may change from time that will necessitate immediate changes to this agreement same being incorporated into this agreement as if specifically stated herein after notice to the CUSTOMER, in which event the CUSTOMER hereby agrees to such changes.

