

# TERMS AND CONDITIONS

## SECURITY APPLICATION END USER AGREEMENT (EULA)

This Mobile Application End User Agreement (“**Agreement**”) is a binding agreement between you (“**you**”) - the user (“**User**”) - and your security service provider whose logos and details are displayed on the Application (“Your Security Provider”). This Agreement governs your use of the Lady Shield Emergency application (the “**Application**” which is white labelled and authorised for reselling to Your Security Provider) on your mobile device (“**Mobile Devices**”; either Android or IOS), including all documentation related to the Application.

The Application is licensed, not sold, to you. By downloading, installing, accessing and/or using the Application and/or subscribing to or otherwise using the services provided by Your Security Provider, you (a) acknowledge that you have read and understand this agreement; (b) represent that you are legally entitled to enter into a binding agreement; and (c) accept this agreement and agree that you are legally bound by its terms. If you do not agree to these terms, do not download, install or use the Application and delete it from your Mobile Device.

The Application has specifically been developed for the use with certain Mobile Devices that incorporate GPS (global positioning system). It is therefore assumed that you (a) understand the functionality and restrictions of your Mobile Device and (b) understand and are bound by any other terms and conditions that exist when using your Mobile Device and any networks that may provide services to your Mobile Device.

Your right to use the Application may be revoked at any time and you will have no claim against anybody in such event, nor will you dispute the legality of such actions or question the facts that lead to such a decision.

Your Security Provider may amend this Agreement at any time. All amended terms will be effective automatically and immediately upon the publication of the revised Agreement, and any subsequent activity in relation to the Application will be governed by such amended Agreement. This Agreement was last revised on 11 November 2020.

### 1. SERVICES

- (a) Mobile Device owned or otherwise controlled by you, Your Security Provider will aim to assist you by providing services (the “**Services**”) to you by implementing Your Security Provider’s then prevailing protocols (“**Protocols**”) relating to alerts.
- (b) In all events, the scope of the Services will be subject to the Protocols. The Protocols will be as determined by Your Security Provider from time to time by its discretion and will include some or all of the following:
  - (i) attempt to contact you telephonically to ascertain the nature of your alert and the assistance required by you,
  - (ii) detecting your location via your Mobile Device,
  - (iii) alerting emergency services of the location and of your alert,
  - (iv) relaying medical information provided by you, if any, to emergency medical service providers and
  - (v) notifying your nominated next of kin of your alert.

- (c) The Services will be conditional upon this Agreement, including your activating the Services, your complying with such conditions for such activation as Your Security Provider may stipulate from time to time, you paying such fees, charges and/or subscriptions (“**Subscriptions**”) as Your Security Provider may determine from time to time and you furnishing Your Security Provider with such information as it may require from time to time. This service will only work in areas that have assigned security and medical emergency first responders.
- (d) This service is not meant to replace health and other professionals working and relating to family violence, disputes, and or gender-based violence issues. Should you press the assistance button for the above and related issues you will be referred to social services, the South African Police Service, or whoever you designated in your application form to assist you during emergencies. Armed response is in general not trained or equipped to deal with these issues and thus will not get involved in them or in civil disputes either. Neither Lady Shieldnor your Security Provider accepts any responsibility for any act or omission on their side in this regard.

## **2. SUBSCRIPTIONS**

All Subscriptions will be payable by you to Your Security Provider from time to time without deduction or set off, free of bank charges and exchange and in such a manner as Your Security Provider may determine from time to time. Value Added Tax will be payable by you to Your Security Provider on the Subscriptions.

Time will be of the essence in relation to payment of all Subscriptions. Without derogating from the generality of its remedies, Your Security Provider will be entitled to raise interest on any Subscriptions that are overdue for payment at its banker’s prevailing prime rate from time to time. If at any time any payment shall be overdue, then, without prejudice to any other legal remedy, Your Security Provider, without prior notice, may cease the operation of the Application and all services provided thereunder until payment is made, and may at any time cancel the remainder of the contract and recover from the User all monies due, or which may become due, under this Agreement for the duration hereof together with payment of such damages as Your Security Provider may have sustained.

## **3. THIRD-PARTY SERVICE PROVIDERS**

- (a) Your Security Provider provides only security services and not ambulance, emergency medical or any similar services. You acknowledge and understand the offered security services are limited as to those contemplated in the Protocols as set out in clause 1 above.
- (b) Any person who raises, or causes to raise, an alert may be liable for all and any costs associated with such an alert. You specifically indemnify and hold Your Security Provider harmless against any such claims that may arise due the use of the Application and/or the Services. In addition to the Subscriptions, you will be liable for, and indemnify and hold Your Security Provider harmless against, all charges raised by Third-Party Service Providers arising from the Services at the Third-Party Service Providers’ then prevailing rates from time to time.

- (c) You acknowledge that although Your Security Provider may from time to time recommend Third-Party Service Providers and/or enter into cooperation agreements with them, Your Security Provider makes no representations and gives no warranties regarding any aspect of the Services provided to you by Third-Party Service Providers. You waive and abandon any claims of any nature whatsoever against Your Security Provider relating in any manner to any goods or services provided to you by any Third-Party Service Providers. In simple terms, Your Security Provider is not and cannot be held liable in law for the actions or omissions of Third-Party Service Providers.

#### **4. LICENSE GRANT**

Your Security Provider grants you a limited, non-exclusive, and non-transferable license to:

- (a) download, install and use the Application for your personal, non-commercial use on a single Mobile Device strictly in accordance with this Agreement and solely for the purposes of the Services; and
- (b) access and use the Services made available by or otherwise accessible through the Application on the Mobile Device, strictly in accordance with this Agreement and the terms of use applicable to such Services.

#### **5. LICENSE RESTRICTIONS**

You will not:

- (a) copy the Application;
- (b) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- (c) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- (d) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from the Application, including any copy thereof;
- (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application, or any features or functionality of the Application, to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time;
- (f) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application;

- (g) use the Application in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including any power generation systems; aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire, or other safety response systems; and military or aerospace applications, weapons systems, or environments;
- (h) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Your Security Provider website or Application;
- (i) Except as may be the result of standard search engine or internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Application, or using or launching any unauthorised script or other software;
- (j) Attempt to bypass any measures of the Application designed to prevent or restrict access to the Application or any portion of the Application;
- (k) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Application to you;
- (l) Doing anything harmful that might cross the line of “I’ll know it when I see it”; or
- (m) You may not use the Application for any purpose that is unlawful or prohibited by these terms of Service, any applicable additional or amended terms of Service, or any other conditions or notices that are made available on the Application or website. Unauthorised use of this Application may result in Your Security Provider instituting a claim for damages against you and/or you may be found guilty of a statutory and/or criminal offence. By using or accessing the Application, you agree to refrain from the following conduct:
  - i) transmitting any worms, viruses, trojan horses, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the Application and/or the services;
  - ii) intercepting any data or personal information of any User or third party transmitted on or via the Application;
  - iii) using the Application to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory;
  - iv) performing any action that may disable, override or impair the efficient and/or proper operation or working of the Application;
  - v) sharing content, taking or mobilising action using the Application in a way that infringes or violates any person's rights or the laws of any jurisdiction;

- vi) utilising the Application for any illegal or unauthorised purposes; and
- vii) violating any laws in any jurisdiction, including but not limited to any intellectual property laws.

## **6. TERM AND TERMINATION**

- (a) The term of Agreement commences when you download the Application and will continue in effect until terminated by you or Your Security Provider as set forth in this clause (6).
- (b) You may terminate this Agreement by deleting the Application and all copies thereof from your Mobile Device.
- (c) Your Security Provider may terminate this Agreement at any time without notice. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.
- (d) Upon termination:
  - (i) your right to receive the Services will cease;
  - (ii) all rights granted to you under this Agreement will also terminate; and
  - (iii) you must cease all use of the Application and delete all copies of the Application from your Mobile Device and account.
- (e) Termination will not limit any of Your Security Provider's rights or remedies at law or in equity.

## **7. RESERVATION OF RIGHTS**

You acknowledge and agree that the Application is provided under license, and not sold to you. You do not acquire any ownership interest in the Application under this Agreement, or any other rights thereto, other than to use the Application in accordance with the license granted, and subject to all terms, conditions, and restrictions, under this Agreement.

Your Security Provider and its licensors and service providers reserve and will retain their entire right, title, and interest in and to the Application, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in this Agreement.

## **8. COLLECTION AND USE OF YOUR INFORMATION**

You acknowledge that when you download, install, or use the Application, Your Security Provider may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Application or certain of its features or functionality.

You explicitly agree that your personal information, including that information contemplated in clause 1(b), may be made available to third parties during the Services. All information Your Security Provider collects through or in connection with this Application is subject to your Security Provider's Privacy Policy [this is available on request directly from your Security Provider]. By downloading, installing, using, and providing information to or through this Application, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy. Note that you must be above 13 years of age to use this Application.

## 9. GEOGRAPHIC RESTRICTIONS

The Services are based in the Republic of South Africa and provided for access and use only by persons located in the Republic of South Africa. You acknowledge that you may not be able to access all or some of the Services outside of the Republic of South Africa and that access thereto may not be legal by certain persons or in certain countries. If you access the Services from outside the Republic of South Africa, you are responsible for compliance with local laws.

## 10. UPDATES

Your Security Provider may from time to time in its sole discretion develop and provide Application updates, which may include upgrades, bug fixes, patches, other error corrections, and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Your Security Provider has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your Mobile Device settings, when your Mobile Device is connected to the internet, either:

- (a) the Application will automatically download and install all available Updates; or
- (b) you may receive notice of or be prompted to download and install available Updates. You will promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and be subject to all terms and conditions of this Agreement.

## 11. THIRD-PARTY MATERIALS

The Application may display, include, or make available third-party content (including data, information, applications, and other products, services, and/or materials) or provide links to third-party websites or services, including through third-party advertising ("**Third-Party Materials**"). You acknowledge and agree that Your Security Provider is not responsible for Third-Party Materials, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. Your Security Provider does not assume and will not have any liability or responsibility to you or any other person or entity for any Third-Party Materials. Third-Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

## 12. FORCE MAJEURE

Your Security Provider will not be in breach of this Agreement, or otherwise be liable to you, because of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure. For the purposes of this clause (12), “**Force Majeure**” means, any circumstances beyond the reasonable control of Your Security Provider and which will be deemed to include:

- (a) any riot, commotion, disorder, strike, lock-out, go-slows, labour disturbances, work stoppages, acts of piracy or acts of sabotage, industrial action or labour unrest;
- (b) inadequate supply of materials, packaging, merchandise, equipment, supplies, material, or electricity;
- (c) war, hostilities (whether war be declared or not), invasion, rebellion, terrorism, revolution, insurrection, military or usurped power, strikes of a political nature, any act or campaign of terrorism, acts of foreign enemies;
- (d) natural catastrophes such as an earthquake, hurricane, typhoon or volcanic activity or flooding, lightening and specific incidents of exceptional adverse weather conditions;
- (e) compliance with any law;
- (f) an act of God;
- (g) limitations on or lack of cellular coverage, congestion, network coverage, dropped connections, the non- or defective performance of wireless enabled devices, content to or from you if your Mobile Device is not switched on or is not configured correctly, your GPS being activated and fully functional. your answer not being in the correct format, your Mobile Device not being within coverage or for any other reason being unreachable, you having a bar on text/WAP/Java services on your Mobile Device, you being a prepaid subscriber and you having run out of calling credit, your message mail box or phone memory being full, atmospheric conditions and other causes of interference to the Services and/or your Mobile Device;
- (h) a lack of electricity or insufficient mobile device battery life.

### 13. DISCLAIMER OF WARRANTIES

The Application is provided to the end user “as is” and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Your Security Provider, on its own behalf and on behalf of its affiliates and their respective licensors and service providers (including the Third-Party Service Providers and those supporting this App technically), expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Application and/or Services and/or any aspect of them, including all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage, or trade practice. Without limitation to the foregoing, Your Security Provider provides no warranty or undertaking, and makes no representation of any kind that the Application or the Services will meet your requirements, achieve any intended results, be compatible, or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error-free, or that any errors or defects can or will be corrected. Without derogating from the foregoing:

- (a) you acknowledge that the availability of the Services is subject to the following requirements for the functionality of the Application:
  - (i) the Mobile Device used to access the Application must be powered on;
  - (ii) the Mobile Device used to access the Application must not be damaged such that it is unable to communicate (transmit) data to Your Security Provider or support services;
  - (iii) the Mobile Device used to access the Application shall have text messaging capability;
  - (iv) the Mobile Device used to access the Application must be within the relevant User’s communication network operator’s data coverage area;
  - (v) your data communication services from the relevant network operator must be enabled and operational; and
  - (vi) the GPS on the Mobile Device used to access the Application must be enabled.
- (b) Your Security Provider does not warrant that the mobile application portion of the Application will be compatible with your Mobile Device;
- (c) Your Security Provider does not warrant the correct functioning of the Application;
- (d) Your Security Provider does not warrant the response of the Third-Party Service Providers, nor does Your Security Provider warrant the quality of their services, the reaction time or if such Third-Party Service Providers will respond to you at all;
- (e) Your Security Provider does not warrant that the Services will be available to you at any or all times;



- (f) Your Security Provider does not warrant that the Application or the Services meet your requirements, work in combination with any hardware or software applications or third-party services, be uninterrupted, error-free, or without risk to, or loss of, any information, data, software or applications contained therein;
- (g) The Services are subject to normal constraints of the respective carriers of data and information; and
- (h) The use of the Application and the Services carries inherent risk and you agree to such risk and Your Security Provider has no liability of whatever nature if you use the Application, the Services or any component thereof.
- (i) Your subscription, whilst paid, gives you 1 (one) mobile armed responses a month as a shared service between your subscribed dependents, without charge to you.
- (j) Mobile armed response services are described as the sending of armed security officers from a registered security company to assist you on demand.
- (k) Your local radius is described as the immediate area within 50kms in which you work or live. The burden is upon you to change your local radius if needs be – unless changed we will use whatever is on our documents / data base as being correct and true.
- (l) The National Footprint is described as outside your Local Radius but yet inside South Africa.
- (m) Your subscription, whilst paid, gives you 1 (one) medical emergency response a month as a shared service between your subscribed dependents, without charge to you.
- (n) A member is described and understood to be the one to whom the App is registered to and not necessarily the one paying for the App (it might be a gift). Should you wish to include family members or others, they too must buy a license or they will not be covered.
- (o) Note that you stay responsible for your medical costs incurred. We only make the alarm on your behalf. We don't pay for your medical treatment.
- (p) Should you exceed your agreed limitations as set out above, a call out fee of R650.00 (Six Hundred and Fifty Rand) will be charged to your security bill for Mobile Armed response services for every additional call out. The above is subject to a 12-month subscription cycle. After the 12-month cycle is completed, regardless if you used the services or not, a new cycle starts. The call outs are not transferable.
- (q) Alternatively, top up cover may be purchased in-app for the remainder of that calendar month for either armed response or medical cover.

#### **14. LIMITATION OF LIABILITY**

To the fullest extent permitted by applicable law, in no event will Your Security Provider or its affiliates, or any of its or their respective licensors or service providers (including the Third-Party Service Providers), have any liability arising from or related to your use of or inability to use the Application or the content and Services for:

- (a) Personal injury, property damage, lost profits, cost of substitute goods or services, loss of data, loss of goodwill, business interruption, computer failure or malfunction, or any other consequential, incidental, indirect, exemplary, special, or punitive damages.
- (b) Direct damages in amounts that in the aggregate exceed the amount actually paid by you for the Application or the actual paid proceeds of any insurances held by Your Security Provider in relation thereto.

The foregoing limitations will apply whether such damages arise out of breach of contract, delict (including negligence), or otherwise and regardless of whether such damages were foreseeable or Your Security Provider was advised of the possibility of such damages. Some jurisdictions do not allow certain limitations of liability so some or all of the above limitations of liability may not apply to you.

#### **15. SOLE REMEDY**

Your sole and exclusive remedy should you be dissatisfied with the Service or Application is to delete the Application and cease using the Services.

#### **16. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Your Security Provider and its officers, directors, employees, agents, affiliates and successors, and assign from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to your use or misuse of the Application or your breach of this Agreement, including but not limited to the content you submit or make available through this Application.

#### **17. SEVERABILITY**

If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

## 18. GOVERNING LAW AND DISPUTES

This Agreement will be governed by the laws of the Republic of South Africa.

### a) **Informal Negotiations**

To expedite resolution and control the cost of any dispute, controversy, or claim related to these terms of use (each a "Dispute" and collectively, the "Disputes") brought by either you or us (individually, a "Party" and collectively, the "Parties"), the Parties agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least thirty (30) days before initiating arbitration. Such informal negotiations commence upon written notice from one Party to the other Party.

### b) **Binding Arbitration**

If the Parties are unable to resolve a Dispute through informal negotiations, the Dispute (except those Disputes expressly excluded below) will be finally and exclusively resolved by binding arbitration. You understand that without this provision, you would have the right to sue in court. The arbitration shall be commenced and conducted under the Arbitration Foundation of Southern Africa (AFSA). The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable rules or applicable law, the arbitration will take place in Johannesburg. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act (UCITA) are excluded from these terms of use.

In no event shall any Dispute brought by either Party related in any way to the Application be commenced more than thirty days after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

### c) **Restrictions**

The Parties agree that any arbitration shall be limited to the Dispute between the Parties individually. To the full extent permitted by law,

- (i) no arbitration shall be joined with any other proceeding;
- (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures; and
- (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

### d) **Exceptions to Informal Negotiations and Arbitration**

The Parties agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

- (i) any Disputes seeking to enforce or protect, or concerning the validity of, any of the intellectual property rights of a Party;
- (ii) any Dispute related to, or arising from, allegations of theft, piracy, invasion of privacy, or unauthorised use; and

- (iii) any claim for injunctive/interim relief.

If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable, and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

**19. LIMITATION OF TIME TO FILE CLAIMS**

Any cause of action or claim you may have arising out of or relating to this Agreement or the Application must be commenced within thirty days after the cause of action accrues, otherwise such cause of action or claim is permanently barred.

**20. ENTIRE AGREEMENT**

This Agreement and our Privacy Policy constitute the entire agreement between you and Your Security Provider with respect to the Application and supersede all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Application.

**21. WAIVER**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement will govern.

**22. USER DATA**

We or our technical support will maintain certain data that you transmit to the Application or our website for the purpose of managing the performance of the Application, as well as data relating to your use of the Application. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Application. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

## **23. ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES**

Visiting our website or using the Application, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email, satisfy any legal requirement that such communication be in writing. You hereby agree to the use of electronic signatures, contracts, orders, and other records, and to electronic delivery of notices, policies, and records of transactions initiated or completed by us or via the Application.

You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

Information that must be provided by Your Security Provider to you in compliance with Section 43 of the Electronic Communications and Transactions Act 25 of 2002 (as amended) is available from Your Security Provider on request. You are advised to regularly check with them in terms of Service for any amendments or updates.

Description of products and/or services offered: Mobile Medical and Security Response App supported by 911 Response24.

Manner of payment for products and/or services offered: Monthly credit card payment. Once off registration per licence with monthly deductions.

In any conflict between the provisions of this agreement and the content of the website, the provisions set out herein shall prevail.

This App is supported and the technology owned by 911 Response24. The following contains further information on Response24 and represents the information that must be provided by Response24 to you in compliance with Section 43 of the Electronic Communications and Transactions Act 25 of 2002 (as amended). You are advised to regularly check this section of the terms of Service for any amendments or updates.

## **24. NETWORK ACCESS AND DEVICES**

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees.

You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Your Security Provider does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

Every effort is made to ensure that the Application is operational. However, Your Security Provider takes no responsibility for, and will not be liable for, the Application being temporarily unavailable due to technical issues beyond the control of Your Security Provider. Your Security Provider makes no warranty that the User's access to the Application will not be

uninterrupted. Your Security Provider or its technical support may carry out maintenance or introduce new facilities and functions from time to time. The User agrees and accepts that as a result specific interruptions and unavailability of the Application and/or Service may occur.