

1. WEBSITE TERMS & CONDITIONS OF USE

- 1.1 This document sets out the terms and conditions (“Terms”) of Blue Light Monitoring & Armed Response (Pty) Ltd, registration number 1998/019765/07, of 48 Kings Road, Pinetown (“Blue”) pertaining to the access and use of the information, products, services and functions provided on www.bluesecurity.co.za (“Website”).
- 1.2 Should any person that accesses the Website (“you” or “user”) disagree with any of the Terms, you must refrain from accessing the Website.
- 1.3 If you are under the age of 18, you must obtain your parents’ or legal guardians’ advanced authorisation, permission and consent to be bound by these Terms before purchasing any products or services.
- 1.4 Blue reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a User accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by the Blue from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.5 Blue will however give you prior notice where it has collected personal information from you and the purpose for which such information was collected, is affected by the intended amendment.
- 1.6 If there is anything in these Terms that you do not understand then you should contact the Blue as soon as possible – see clause 11 below for contact details. Please note that calls to the Blue may be monitored for training, security and quality assurance purposes.

2. CONTENT OF THE WEBSITE

- 2.1 Blue reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.2 Blue reserves the right to change and amend the products, prices and rates quoted on the Website from time to time without notice.
- 2.3 Blue may use the services of third parties to provide information on the Website. Blue has no control over this information and makes no representations or warranties of any nature as to its accuracy, appropriateness or correctness. The user agrees that such information is provided “as is” and that the Blue and its online partners shall not be liable for any losses or damages that may arise from the user’s reliance on it, however these may arise.
- 2.4 Blue makes no representations or warranties, whether express or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:

- 2.4.1 Blue does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Blue expressly disclaims all of the implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
- 2.4.2 whilst Blue has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied is given that any files, downloads or applications available via the Website are free of viruses, or other data or code which has the ability to corrupt, damage or affect the operation of the user's system; and
- 2.4.3 Blue disclaims any responsibility for the verification of any claims. Information published on the Website may be done so in the format in which Blue receives it and statements from external parties are accepted as fact.

3. LINKED THIRD PARTY WEBSITES & THIRD PARTY CONTENT

- 3.1 Blue may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Blue does not endorse, nor does the inclusion of any link imply Blue's endorsement of, such websites, their owners, licensees or administrators or the content, security practices and operations of such websites.
- 3.2 While Blue tries to provide links only to reputable websites or online partners, Blue cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Blue. Blue is not responsible for, and gives no warranties or makes any representations in respect of, the privacy policies or practises of linked or any third party or advertised websites on the Website.
- 3.3 You agree that Blue shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link (s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as a result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website are solely between you and the third party website.

4. USAGE RESTRICTIONS

The user hereby agrees that it shall not itself, nor through any third party:

- 4.1 copy (other than for backup, archival or disaster recovery purposes) reproduce, translate, adapt, vary, modify, lease, license, sub-license, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of the Terms;

- 4.2 decompile, disassemble or reverse engineer any portion of the Website;
- 4.3 write and/or develop any derivative of the Website or any other software programme based on the Website;
- 4.4 modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall become the sole property of Blue;
- 4.5 without Blue's prior written consent, provide, disclose, divulge or make available to, or permit the use of or give access to the Website by persons other than the user;
- 4.6 remove any identification, trademark, copyright or other notices from the Website;
- 4.7 post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually-explicit, profane or hateful, or racially, ethnically or otherwise objectionable content of any kind; and/or
- 4.8 notwithstanding anything contained to the contrary in the Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

5. **SECURITY**

- 5.1 In order to ensure the security and reliable operation of the services to all users, Blue hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office application.
- 5.2 You may not utilise the Website in any manner which may compromise the security of Blue's networks or tamper with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Blue suffer any damage or loss, civil damages shall be claimed by Blue against the user.
- 5.3 Any user who commits any of the offences detailed in Chapter 13 of the Electronic Communications and Transactions Act 25 of 2002 ("ECTA"), specifically Sections 85 to 88 inclusive, shall, notwithstanding criminal prosecution, be liable for all resulting liability, loss or damages suffered and/or incurred by Blue and its affiliates, agents and/or partners.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 For the purpose of this clause “intellectual property rights” means all and any rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Blue, now or in the future, including without limitation, Blue’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 6.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements and multi-media works published on or via the Website (“Proprietary Material”), are the property of, or are licenced to Blue and as such are protected from infringement by local and international legislation and treaties.
- 6.3 By submitting reviews, comments and/or any other content, other than the user’s personal information, to Blue for posting on the Website, you automatically grant Blue and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-licence, copy and distribute such content in whole or in part worldwide, and to incorporate it in other works in any form, media or technology now known or hereafter developed, for the full term of any copyright that may exist in such content. Subject to this licence, you retain any and all rights that may exist in such content.
- 6.4 All rights not expressly granted are reserved and no right, title or interest in any Proprietary Material or information contained on the Website is granted to you.
- 6.5 Except with Blue’s express or written permission, no Proprietary Material from the Website may be copied or re-transmitted.
- 6.6 Irrespective of the existence of copyright, the user acknowledges that Blue is the proprietor of all material on the Website, except where a third party is indicated as the proprietor, whether it constitutes confidential information or not, and that the user has no right, title or interest in and to any such material.
- 6.7 Blue authorises you only to view, copy, temporarily download to a local drive and to print the content of the Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

7. RISK, LIMITATION OF LIABILITY & INDEMNITY

- 7.1 The user’s use of the Website and the information contained on the Website is entirely under the user’s own risk and the user assumes full responsibility and risk of loss resulting from the use thereof.

7.2 The transmission of information via the internet, including without limitation, e-mail, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Blue be liable for any loss, harm, or damage suffered by the user as a result thereof. Blue reserves the right to request independent verification of any information transmitted via e-mail and the user consents to such verification should Blue deem it necessary.

7.3 To the extent permissible in law:

7.3.1 neither Blue, its affiliates, shareholders, agents, consultants nor employees shall be liable for any damages whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict or otherwise) relating to the use of, or the inability to access or use, the content of the Website or any functionality thereof, or information contained on the Website or of any linked website, even if Blue knows or should reasonably have known or is expressly advised thereof;

7.3.2 the liability of Blue for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to Blue rectifying the malfunction, within a reasonable time and free of charge, provided that Blue is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct, or allows third parties to correct or attempt to correct the Website without the prior written approval of Blue. However in no event shall Blue be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software;

7.3.3 you hereby unconditionally and irrevocably indemnify Blue and agree to hold Blue free from all loss, damages, claims and/or costs of whatsoever nature, suffered or incurred by Blue or instituted against Blue as a direct or indirect result of –

7.3.3.1 the user's use of the Website;

7.3.3.2 software, programmes and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Blue;

7.3.3.3 the user's failure to comply with any of the Terms or any other requirements which Blue may impose from time to time;

7.3.3.4 the actions or requirements of any telecommunications authority or a supplier of telecommunications services or software;

7.3.3.5 the unavailability or, or interruption in, any service which is beyond the control of Blue.

7.4 Blue makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatsoever nature that you may have against Blue for any loss suffered by you as a result of information supplied by Blue being incorrect, incomplete or inaccurate.

8. **SERVICE PROVIDER PRIVACY & COOKIE POLICY**

8.1 This clause provides details about Blue's privacy and cookie policy, which policy forms part of these Terms. Blue takes the user's privacy seriously and is committed to protecting the user's personal information. The personal information that Blue collects from the user is used in accordance with the privacy and cookie policy.

8.2 Personal information when used in this policy means information that can identify the user as an individual or is capable of identifying the user. Personal information does not mean general, statistical, aggregated or anonymised information.

8.3 By using our services you signify your consent to Blue collecting and using personal information as specified below.

8.4 How information about you is collected?

You may provide personal information when communicating with Blue e.g. when participating in a promotion you will be asked your name, address and e-mail address and other relevant information about you.

8.5 How the information is used?

Blue may use your information to validate you as a customer when using its services or calling its help desk, to prevent and detect criminal activity, fraud and misuse of or damage to its services or networks, to prosecute those responsible and to contact you to invite you to form part of research groups.

8.6 For how long is the information retained?

The time periods for which the information is retained may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring Blue to keep the information, however, Blue will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

8.7 Disclosure of the information to third parties

Blue may provide aggregate statistics about its sales, customers, traffic patterns and other Website information to third parties, but these statistics will not include any information that could identify you.

8.8 When and where cookies are used.

Blue allocates cookies during the registration process for its services. These cookies will hold information collected during your registration and will allow Blue to recognise you as a customer and to provide you with the services you require.

8.9 How can you refuse or opt out of cookies?

Most browsers are set by default to accept cookies automatically, but usually you can alter the settings of your browser to prevent automatic acceptance and to prompt you every time a cookie is sent to you or to allow you to choose not to receive cookies at all.

8.10. How you can manage your privacy preferences?

Should you require us to stop processing your information for marketing purposes, you are required to advise Blue in writing at the address set out in clause 11 below.

9. **CONFIDENTIALITY**

9.1 By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party, information acquired in connection with any aspect of the products and/or services offered by Blue. You shall notify Blue should you discover any loss or unauthorised disclosure of the information.

9.2 Any information or material sent to Blue will be deemed not to be confidential, unless otherwise agreed in writing by the user and Blue.

10. **BREACH OR CANCELLATION BY BLUE**

10.1 Blue is entitled without notice, in addition to any other remedy available to it at law or under the Terms, including obtaining an interdict, to cancel the Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Blue's right to claim damages, should any user:

10.1.1 breach any of the Terms;

10.1.2 in the sole discretion of Blue, use the Website in an unauthorised manner; or

10.1.3 infringe any statute, regulation, ordinance or law.

10.2 Breach of the Terms entitles Blue to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Blue on an attorney and own client scale.

11. **COMPLIANCE WITH SECTION 43 (1) OF ECTA**

In compliance with Section 43 (1) of the ECTA, the following information concerning Blue is recorded:

11.1 Full name – Blue Light Monitoring & Armed Response (Pty) Ltd;

11.2 Trading name – Blue Security;

11.3 Registration number – 1998/019765/07

11.4 Physical address – 48 Kings Road
Pinetown
3610

11.5 Fax number – 086 681 2682

11.6 Telephone number – (031) 717 5000

11.7 Website address – www.bluesecurity.co.za

11.8 E-mail address: info@bluesecurity.co.za

11.9 Names of office bearers – Cornelius Hendrik Van Bemmelen
Warren Kidgell
Clive Samuels
Paul Romeril

11.10 registered address –

12. **COMPLIANCE WITH LAWS**

You shall comply with all applicable laws, statutes, ordinances and regulations pertaining to the use of and access to the Website.

13. **NOTICES**

13.1 Except as explicitly stated otherwise, any notices shall be given by e-mail to info@bluesecurity.co.za (in the case of Blue) or to the e-mail address that has been provided to Blue (in the case of the user), or such other address that has been specified. Notice shall be deemed given 48 (forty eight) hours after an e-mail is sent, unless the sending party is notified that the e-mail address is invalid. Alternatively, Blue may give you notice by registered mail, postage prepaid, and return receipt requested, to the address which you have provided to Blue. In such case notice shall be deemed given 4 (four) days after the date of mailing. You acknowledge that all agreements, notices or other communications required to be given in terms of the law or the Terms may be given via electronic means and that such communications shall be “in writing”.

13.2 Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be adequate written notice or communication to it, notwithstanding that it has not been sent to or delivered at its chosen address for that purpose.

14. **GENERAL CLAUSES**

14.1 The Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.

14.2 The Website is controlled, operated and administered by Blue from its offices within the Republic of South Africa. Blue makes no representations that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal, is prohibited. Users may not use the Website in violation of South African export laws and regulations. If the user accesses the Website from locations outside of South Africa, the user is responsible for compliance with all local laws.

14.3 Blue does not guarantee continuous, uninterrupted or secure access to the services, as operation of the Website may be interfered with as a result of a number of factors which are outside of its control.

14.4 If any provision of the Terms is held to be illegal, invalid or unenforceable for any reason, such provisions shall be struck out from the Terms and the remaining provisions shall be enforced to the full extent of the law.

14.5 Blue's failure to act with respect to a breach by you or others does not constitute a waiver of its right to act with respect to subsequent or similar breaches.

14.6 You are not entitled to cede your rights or assign your rights or delegate your obligations in terms of the Terms to any third party without the prior written consent of Blue.

14.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

14.8 The head notes to the paragraphs of the Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.

14.9 Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include females and words incorporating natural persons shall include partnerships and corporate and unincorporated entities.

14.10 The Terms set forth the entire understanding and agreement between Blue and you with respect to the subject matter hereof.