

BLUE SECURITY MOBILE APPLICATION – USER AGREEMENT

GENERAL

1.1 In this User Agreement the following words and phrases shall bear the meanings assigned to them hereunder:

1.1.1 “Blue App” shall mean the online application software provided by Blue and installed or downloaded from an online application store and accessed via a mobile device, in terms of which a User is able to access the services as described in this User Agreement;

1.1.2 “Primary Keyholder” shall mean a person who is a party to a Service Level Agreement with Blue and is therefore the Customer as defined in that Service Level Agreement, or a person who is the duly authorised representative of a juristic person which is a party to a Service Level Agreement with Blue and which juristic person is therefore the Customer as defined in that Service Level Agreement;

1.1.3 “Dependent” shall mean any person residing at the Premises.

1.1.4 “User” shall mean the persons identified by the Primary Keyholder during the registration process referred to herein as being authorised by the Customer to access and use the Blue App, and shall include the Primary Keyholder. The maximum number of Users per Service Level Agreement shall at all times be limited to the Primary Keyholder and five (5) Dependants.

1.1.5 “The tracked location” shall mean the GPS co-ordinates of the mobile device of the User as transmitted to Blue upon use of the Panic Button facility of the Blue App.

1.1.6 “Premises” shall mean the street address specified in the section headed “ALARM LOCATION ADDRESS” on the first page of the Service Level Agreement.

1.1.7 “Operational boundaries” shall mean the areas in which Blue provides armed response services, a list of which is available on the Blue website.

1.1.8 “Emergency signal” shall, for the purpose of this User Agreement, mean a signal received at Blue’s Control Room upon activation by the User of the Panic button on the Blue App, and which signal shall include the User’s tracked location.

1.2 Use of the Blue App shall be governed by the terms and conditions in this User Agreement and the Service Level Agreement concluded between Blue and the Customer.

1.3 Where there are any inconsistencies between the terms and conditions of this User Agreement and the Service Level Agreement, the former terms and conditions shall prevail.

1.4 By using the Blue App the Customer and each User expressly agrees to be bound by the terms and conditions of this User Agreement. Blue reserves the right to amend or supplement the terms and conditions of the User Agreement from time to time. Any amended or supplemented version of the User Agreement will become applicable each time the User accesses the Blue App.

1.5 Access to the services provided under the Blue App is available only to Blue Customers under a current Service Level Agreement and to persons authorised by the Customer as Users under these terms

and conditions, and are not subject to cession or transfer in any manner. No obligation or liability whatsoever on the part of Blue shall arise from the downloading or use in any manner of the Blue App by a person who is not a Blue Customer or authorised User.

1.6 In the event that the Customer is not a natural person, the Primary Keyholder warrants that he is duly authorised to represent the Customer in respect of all matters arising from the User Agreement.

BLUE APP SERVICES

2.1 In the event of a User activating the Panic Button on the Blue App and an emergency signal being received at Blue's control room, Blue shall attempt to contact the User by telephone on the mobile device from which the emergency signal was transmitted;

2.2 If Blue is unable to contact the User telephonically, alternatively the User conveys telephonically that he is in need of emergency assistance, the following shall apply:

2.2.1 Should the tracked location be determined by Blue to be at the Customers premises in terms of the Service Level Agreement, Blue's reaction officer will be dispatched to the premises as quickly as operational circumstances may permit, save that where remote surveillance has been selected as a desired service in terms of the Service Level Agreement, Blue will dispatch a response officer without first establishing telephone contact with the User;

2.2.1.1 The customer acknowledges and agrees to the following:-

- (i) The sole function of the reaction officer is to endeavour to minimise the actual loss, injury or damage suffered by the customer, his family, property or assets;
- (ii) It is specifically agreed that Blue cannot guarantee a response time;
- (iii) The customer acknowledges and accepts that the reaction vehicles of Blue are not emergency vehicles and it will therefore not be expected of Blue to be involved in high speed traffic pursuits or the violation of any traffic regulations;
- (iv) Subject to the customer providing a safe means of access to the premises, at the customer's own expense, the reaction officer will carry out an inspection of the premises and, should the reaction officer detect any visible damage or disturbance, and in the absence of the customer, the control room will notify the keyholder/s;
- (v) Blue shall also, at the risk and expense of the customer, take such steps in its sole discretion and as the circumstances permit to attempt to ensure the security of the premises until the arrival of the keyholder/s or any other person so instructed by the customer;
- (vi) In the event of an emergency signal being received, it is the responsibility of the customer to ensure that the keyholder/s attend the premises to provide the response officer with access to the premises (where the customer has not provided a safe means of access to the premises as provided for in clause 11.5 of the Service Level Agreement) and to secure the premises;
- (vii) In the event that neither the customer nor keyholder/s attend the premises within fifteen (15) minutes from the time of receipt of an emergency signal, there will be no obligation on Blue to secure the premises thereafter;
- (viii) Save as set out above, there will be no obligation or responsibility on Blue in terms of this contract or otherwise to assist the customer and/or his agents and/or his servants

and/or any other person on the premises save that Blue may, at its sole discretion, request the South African Police Services to attend the premises;

- (ix) Blue reserves the right to charge a call out fee for excessive responses to false alarms, which are deemed by Blue to be preventable. Blue will however first engage with the customer to resolve the cause of the false alarms prior to imposing the call out fee; and
- (x) Blue reserves the right to cancel the contract due to excessive false alarms / call-outs.

2.2.2 Should the tracked location be determined by Blue to be other than at the premises but within the area of Blue's operational boundaries, Blue may, but shall not be under any obligation to do so, dispatch a response vehicle to the tracked location and Blue shall use its best endeavours to transmit the details of the emergency signal, which shall include the User's details and the User's tracked location, to the Primary Keyholder and to the South African Police Services and/or to any other emergency services determined by Blue, in its sole discretion, to be appropriate in the circumstances.

2.2.3 Should the tracked location be determined by Blue to be other than at the premises and outside Blue's operational boundaries, Blue shall use its best endeavours to transmit the details of the emergency signal, which shall include the User's details and the User's tracked location, to the Primary Keyholder and to the South African Police Services and/or to any other emergency services determined by Blue, in its sole discretion, to be appropriate in the circumstances.

2.2.4 The User acknowledges and accepts that Blue cannot be held responsible for the response by the South Africa Police Services or other emergency service to the receipt of the details of the emergency signal, and Blue shall not be liable for any harm or losses which may arise from any failure or delay in response by the South African Police Service or other emergency service.

2.3 In all events, the scope of the services will be subject to the Protocols. The Protocols will be as determined by Blue from time to time at 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 your location and of your alert; and
- (iv) notifying your nominated next of kin of your alert.

2.4. Should Notification Enquiries Communications be selected by the Primary Keyholder as a desired service then the following shall apply:

2.4.1 The following notifications will be transmitted to the Primary Keyholder's mobile device:-

- (i) Notice of activation of the alarm system at the premises, with zone descriptions, alerting the Primary Keyholder of a potential security breach;
- (ii) Notice of the arming / disarming of the alarm system at the premises; and
- (iii) Notice of general or routine activity relating to the alarm system at the premises, including alarm test failures and power failures.

2.4.2 The Primary Keyholder may transmit the following responses to a notice of activation of the alarm system:-

- (i) Requesting the attendance of an armed response vehicle at the premises; or
- (ii) Cancelling an instruction for attendance of an armed response vehicle at the premises.

2.4.3 The Primary Keyholder may transmit an enquiry to Blue via the Blue App requesting information and/or communication relating to:-

- (i) Supplementing of the Service Level Agreement, including the addition of premises, equipment and services;
- (ii) Repair or maintenance of the alarm system and equipment; and
- (iii) Account enquiries.

REGISTRATION

3.1 In order to access the Blue App services the Primary Keyholder is required to download the Blue App and to complete the initial registration process. The initial registration process shall require the Primary Keyholder to identify the authorised Users and to select the desired services. Thereafter each authorised User will be required to download the Blue App and complete a registration process.

3.2 The Primary Keyholder may from time to time cancel, substitute or add an authorised User and may cancel or select any service amendment process.

3.3 Before completing the initial registration process or any amendment process the Primary Keyholder may be notified of charges relating to any selected service and/or resulting from the registration or amendment process. Completion of the initial registration or amendment thereafter shall constitute acceptance by or on behalf of the Customer of liability for such charges.

3.4 Registration of a User and/or an amendment process will be deemed complete only upon transmission to the User of a completion notification from Blue.

3.5 The User agrees to provide truthful, accurate and complete information when registering and to maintain and update all information provided. Blue may refuse to provide any Blue App services to a User if the required information for registration is found to be incorrect or incomplete.

PRICE AND PAYMENT

4.1 Prices are nett, excluding VAT, and are not subject to any discount unless a discount has been agreed upon in writing.

4.2 The customer shall make payment of the price of the monthly services monthly in advance on the first day of each month, provided that, in the event that the customer has made arrangements for payments by debit order, and such debit order is unpaid, Blue shall be entitled, but not obliged, to process such debit order on another day during the month and the customer shall be liable to Blue on demand for all additional bank charges incurred in consequence thereof.

4.3 The customer specifically agrees and undertakes not to withhold any payment due to Blue pending the settlement of any claim or dispute.

4.4 Certain of the services available through the Blue App are subject to charges in addition to the charges payable by the Customer under the applicable Service Level Agreement. Liability for such charges arises upon selection of the services and completion of the initial registration or amendment process, as the case may be.

4.5 Blue reserves the right to amend its charges for the services from time to time at its discretion.

4.6 The User acknowledges that he may incur charges from his mobile service provider relating to the downloading and/or use of the Blue App.

ACKNOWLEDGEMENTS BY CUSTOMER AND USER

The Customer and each User acknowledge and accept the following:

5.1 Activation of the Panic Button via the Blue App will transmit to Blue the User's tracked location, at the time of activation, via GPS functionality on the User's mobile device. Blue shall not have access to the tracked location of a User or his mobile device in any circumstances other than on activation of the panic button.

5.2 Use and benefit of the services are dependent upon the User activating / enabling the location services on the applicable mobile device and maintaining sufficient available data on the mobile device to allow signals and notifications to be transmitted from the device.

5.3 Whilst Blue will take all reasonable steps to protect the User's personal information, including but not limited to information furnished during the course of registration and emergency signal details, the User acknowledges that Blue cannot guarantee the security of such information transmitted from and to the User's mobile device via the Blue App.

COLLECTION AND USE OF YOUR INFORMATION

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

6.2 You explicitly agree that your personal information, including the information contemplated in clause 2, may be made available to third parties during the services. All information Blue collects through or in connection with the Blue App is subject to Blue's Privacy Policy (this is available on request directly from Blue). By downloading, installing, using, and providing information to or through the Blue App, 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.

RENEWAL OF CONTRACT

7.1 Should the customer fail to direct Blue to terminate this agreement on the expiry date or enter into a renewal of this agreement for a further fixed term, this agreement will automatically continue on a month to month basis until cancelled.

BREACH OF CONTRACT

8.1 In the event of the customer being in breach of any of his obligations in terms of this contract, including the non-payment of any amount due to Blue in terms of this contract, and remaining in breach for a period of twenty (20) business days after being given written notice to remedy such breach, then Blue shall be entitled, in addition to any other remedy which it may have in law, to either:-

- (i) forthwith cancel this contract and claim from the customer repayment of all arrear amounts and damages in an amount equal to THIRTY PERCENTUM (30%) of the monthly service fees for the remaining period of this contract; or
- (ii) suspend all of its obligations under this contract to the customer and only restore its obligations upon payment of all arrear amounts and all future monthly fees for the unexpired period of this contract, and the period of this contract shall be extended by the period of suspension.

8.2 Notwithstanding anything to the contrary contained in this contract, the customer shall not be entitled to give notice to Blue to terminate this contract once Blue has given a written notice to him as provided for in clause 8.1 above, and, in the event of Blue electing to enforce a suspension of obligations as provided for in clause 8.1(ii) above, until the customer has made payment of all amounts as provided for therein.

CUSTOMER'S RIGHT TO CANCEL

9.1 Save as otherwise provided in this contract, and in the event that the customer is not a juristic person as defined in the Consumer Protection Act, the customer may, at any time, cancel same by giving Blue TWENTY (20) business days written notice of his intention to do so.

DISCLAIMER OF WARRANTIES

10.1 The Blue App 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, Blue, 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 the Blue App technically), expressly disclaims all warranties, whether express, implied, statutory, or otherwise, with respect to the Blue App 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.

10.2 Without limitation to the foregoing, Blue provides no warranty or undertaking, and makes no representation of any kind that the Blue App 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:

- (i) You acknowledge that the availability of the services is subject to the following requirements for the functionality of the Blue App:-
 - a. the Mobile Device used to access the Blue App must be powered on;
 - b. the Mobile Device used to access the Blue App must not be damaged such that it is unable to communicate (transmit) data to Blue or support services;
 - c. the Mobile Device used to access the Blue App shall have text messaging capability;
 - d. the Mobile Device used to access the Blue App must be within the relevant User's communication network operator's data coverage area;
 - e. your data communication services from the relevant network operator must be enabled and operational; and
 - f. the GPS on the Mobile Device used to access the Blue App must be enabled.
- (ii) Blue does not warrant that the mobile application portion of the Blue App will be compatible with your Mobile Device.
- (iii) Blue does not warrant the correct functioning of the Blue App.
- (iv) Blue does not warrant the response of the Third-Party Service Providers, nor does Blue warrant the quality of their services, the reaction time or if such Third-Party Service Providers will respond to you at all.
- (v) Blue does not warrant that the Services will be available to you at any or all times.
- (vi) Blue does not warrant that the Blue App 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.
- (vii) The Services are subject to normal constraints of the respective carriers of data and information.
- (viii) The use of the Blue App and the services carries inherent risk and you agree to such risk and Blue has no liability of whatever nature if you use the Blue App, the Services or any component thereof.
- (ix) Your subscription, whilst paid, gives you 4 (four) mobile armed responses a month as a shared service between you and your subscribed dependents, without charge to you.
- (x) Should you exceed your agreed limitations as set out above, a call out fee of R50.00 (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.

LIMITATION OF LIABILITY

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

- (i) 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; or

- (ii) Direct damages in amounts that in aggregate exceed the amount actually paid by you for the Blue App or the actual paid proceeds of any insurances held by Blue in relation thereto.

11.2 The foregoing limitation 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 Blue was advised of the possibility of such damages;

11.3 In the event that the customer institutes action against Blue, for whatever reason, the customer hereby waives any amount so claimed that exceeds the claim limits as determined by Blue's liability insurance at the time of the institution of such claim;

11.4 It is the customer's duty to fully and adequately insure the premises and its contents at all times and the services provided by Blue to the customer in terms of this contract in no way replaces or supplements the customer's duty to do so;

11.5 The customer further hereby acknowledges and agrees that, due to the nature of the services to be provided to him by Blue in terms of this contract, this clause is not unfair or unreasonable in terms of Section 48 of the Consumer Protection Act or in terms of the Regulations promulgated thereunder.

LEGAL PROCEEDINGS

12.1 The customer hereby consents to the jurisdiction of the Magistrate's Court in respect of all proceedings arising out of this contract, notwithstanding that the amount claimed may otherwise exceed the jurisdiction of that Court;

12.2 In the event that Blue instructs its attorneys to take steps to enforce any of its rights in terms of this contract, then the customer will pay to Blue all collection charges, tracing fees and other legal costs on an attorney and client scale;

12.3 The customer hereby authorises Blue to furnish all relevant information to any credit bureau for the purpose of:-

- (i) establishing the customer's creditworthiness, provided that Blue reserves the right not to enter into this contract on the basis of such information; and
- (ii) in the event of the customer failing to make any payment as provided for in this contract, and after having received due demand for the payment thereof, to record and share with other users of the services of such credit bureaux the customer's default.

UPDATES

13.1 Blue may from time to time in its sole discretion develop and provide Application updates to the Blue App, 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.

13.2 You agree that Blue has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

13.3 Based on your Mobile Device settings, when your Mobile Device is connected to the internet, either:

- (i) the Blue App will automatically download and install all available Updates; or
- (ii) 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 Blue App 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 Blue App and be subject to all terms and conditions of this Agreement.

FORCE MAJEURE

14.1 Blue 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 (14), “**Force Majeure**” means, any circumstances beyond the reasonable control of Blue and which will be deemed to include:

- (i) 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;
- (ii) inadequate supply of materials, packaging, merchandise, equipment, supplies, material, or electricity;
- (iii) 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;
- (iv) natural catastrophes such as an earthquake, hurricane, typhoon or volcanic activity or flooding, lightening and specific incidents of exceptional adverse weather conditions;
- (v) compliance with any law;
- (vi) an act of God;
- (vii) 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 or data, your message mail box or phone memory being full, atmospheric conditions and other causes of interference to the services and/or your Mobile Device;
- (viii) a lack of electricity or insufficient mobile device battery life.

INDEMNIFICATION

15.1 You agree to indemnify, defend, and hold harmless Blue 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 Blue App

or your breach of this Agreement, including but not limited to the content you submit or make available through the Blue App.

SEVERABILITY

16.1 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.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS AND SIGNATURES

17.1 Visiting Blue's website or using the Blue App, sending Blue 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 Blue provides 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 Blue or via the Blue App.

17.2 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.

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

17.4 Description of products and/or services offered: Mobile Security Response Application provided by Blue.

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

17.6 In any conflict between the provisions of this agreement, the content of the website and the Blue Service Level Agreement, the provisions set out herein shall prevail.

17.7 This App and the technology is licensed by Blue. The following contains further information on Blue and represents the information that must be provided by Blue 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.

Full Name: Blue Light Monitoring and Armed Response
Legal Status: Private Company
Company Reg: 1998/019765/07
Physical Address: 48 Kings Road Pinetown 3610 Durban South Africa
Postal Address: PO Box 2007 Pinetown 3600
Telephone Number: 031 717 5000

E-mail Address: Connect@bluesecurity.co.za
Website Address: www.bluesecurity.co.za

NETWORK ACCESS AND DEVICES

18.1 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.

18.2 You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the services and the Blue App and any updates thereto. Blue 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.

18.3 Every effort is made to ensure that the Blue App is operational. However, Blue takes no responsibility for, and will not be liable for, the Blue App being temporarily unavailable due to technical issues beyond the control of Blue.

18.4 Blue makes no warranty that the User's access to the Blue App will not be uninterrupted.

18.5 Blue 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 Blue App and/or services may occur.