



ARMOUR X MONITORING (PTY) LTD

SERVICE AGREEMENT: TERMS AND CONDITIONS

These terms apply to every service selected in the sign-up form. Clauses printed in bold limit the Company's liability and should be read carefully.

Registration number: 2020/444588/07
217 Rondebult Road, Farrar Park, Boksburg, 1459
<https://axmonitoring.co.za>
support@axmonitoring.co.za

GENERAL TERMS

1. Definitions

1.1 "Company" means Armour X Monitoring (Pty) Ltd, registration number 2020/444588/07.

1.2 "Client" means the person or entity named in the sign-up form.

1.3 "Agreement" means the sign-up form together with these terms and conditions.

1.4 "Services" means the services in Sections A to G that the Client selects in the sign-up form.

1.5 "Rental Equipment" means equipment supplied by the Company that remains the Company's property. "Purchased Equipment" means new equipment sold to and paid for by the Client.

1.6 "Business Days" means any day other than a Saturday, Sunday or South African public holiday.

1.7 "Existing System" means any alarm, camera, detection or tracking equipment already at the premises or in a vehicle that was not supplied or installed by the Company.

2. Term

2.1 This Agreement starts on the date of acceptance and continues for 12 months, 24 months or month to month, as selected by the Client. No fixed term exceeds 24 months.

2.2 The Company will notify the Client in writing between 40 and 80 Business Days before a fixed term expires. Unless the Client cancels or renews, the Agreement then continues month to month on the same terms.

3. Fees and payment

3.1 The monthly fee and installation cost are as stated in the sign-up form or quotation accepted by the Client.

3.2 The first month's fee is calculated pro rata from the date of installation and is payable together with the installation cost. Monthly fees are thereafter payable in advance, without deduction or set-off.

3.3 The monthly fee may increase once every 12 months by no more than 12%, on 30 days' written notice.

3.4 Overdue amounts bear interest at 2% per month from the due date until paid.

3.5 The Client shall refund all bank charges incurred by the Company where a debit order is rejected.

3.6 The Company may allocate any payment received to any amount owing by the Client.

3.7 If any amount remains unpaid 7 days after written notice, the Company may suspend the Services until the account is settled.

4. New installations, Existing Systems and warranty

4.1 New equipment supplied and installed by the Company carries the warranty given by its manufacturer or supplier, for 12 months from the date of installation.

4.2 The Company will handle warranty claims and will repair or replace equipment found to be defective under the warranty.

4.3 The warranty does not cover damage or failure caused by:

- (a) acts of God, including lightning, power surges, storms, flooding and fire;
- (b) theft, vandalism, misuse, negligence or tampering;
- (c) repairs or alterations by anyone other than the Company or its authorised subcontractors;
- (d) normal wear and tear.

4.4 Where the Company links an Existing System to its control room:

- (a) the Existing System remains the property and responsibility of the Client;
- (b) it is linked as it stands. The Company gives no warranty on its equipment, wiring, installation or performance, as it was in place before the Company took over the premises;
- (c) the Company may inspect it before linking, and may decline to link it or require repairs or upgrades at the Client's cost where it is not suitable for monitoring;
- (d) the Client shall give the Company the access codes, passwords and documentation needed to link and monitor it;
- (e) the Client warrants that it owns the Existing System, and is responsible for cancelling any previous service provider and returning that provider's equipment;
- (f) faults on the Existing System are repaired at the Client's cost at the Company's call-out rates, and the Company will quote before doing the work. The Company is not obliged to repair equipment it does not support.

4.5 Where the Company adds new equipment to an Existing System, the warranty in clause 4.1 applies to the new equipment only.

4.6 Subject to clause 6.3, the Company is not liable for any failure to detect, record or transmit an event that is caused by a fault in an Existing System.

4.7 Ownership of Purchased Equipment passes to the Client only once it has been paid for in full.

4.8 Nothing in this clause limits any right the Client has under the Consumer Protection Act 68 of 2008.

5. Client obligations

5.1 The Client shall keep contact and key holder details up to date and notify the Company of any change immediately.

5.2 The Client shall provide safe and reasonable access to the premises for response officers. Where access is not available, officers will only inspect the property from the outside.

5.3 The Client shall not tamper with the equipment or allow any third party to do so. All repairs and maintenance shall be done by the Company or its authorised subcontractors.

5.4 The Client shall use the system responsibly and keep false activations to a minimum.

6. IMPORTANT: Limitation of liability

6.1 The Services are intended to reduce risk. They are not insurance and are not a guarantee against loss. The Client is responsible for their own insurance, including insurance of the equipment.

6.2 The Company does not guarantee response times. Response may be delayed or prevented by factors beyond its control, including traffic, weather, network or power failure and availability of personnel.

6.3 The Company is not liable for any loss, damage, injury or death arising from the Services or the equipment, except where caused by the gross negligence or wilful misconduct of the Company or its employees, or where the law does not permit

liability to be excluded.

6.4 Where the Company is liable, its liability is limited to the amount recoverable under its public liability insurance.

6.5 The Client indemnifies the Company against third party claims arising from the Client's own acts or omissions, including failure to keep the system powered, connected and in working order.

7. Cancellation

7.1 The Client may cancel this Agreement at any time on 20 Business Days' written notice.

7.2 If the Client cancels a fixed term early, the Client shall pay all amounts due up to the cancellation date, plus a reasonable cancellation charge not exceeding the lesser of 3 months' fees or the fees for the remainder of the term.

7.3 If the Client is in breach, the Company may give 20 Business Days' written notice to remedy the breach. If the breach is not remedied in that time, the Company may cancel the Agreement and recover all amounts due.

7.4 On termination, the Client shall allow the Company to remove all Rental Equipment.

7.5 Where this Agreement results from direct marketing, the Client may cancel within 5 Business Days of acceptance. Where it is concluded online, the Client may cancel within 7 days of acceptance.

8. Personal information

8.1 The Company is the responsible party under the Protection of Personal Information Act 4 of 2013 (POPIA). Its Information Officer can be reached at support@axmonitoring.co.za.

8.2 The Company collects personal information directly from the Client through its website, <https://axmonitoring.co.za>, when the Client signs up, updates their details or logs a request. This includes identity, contact, key holder and banking details, premises and access information, and passwords.

8.3 While providing the Services, the Company also collects alarm signals, event clips from cameras, drone footage, vehicle location data and incident records.

8.4 The Client consents to the Company processing this information to provide the Services, bill and collect payment, communicate with the Client and comply with the law.

8.5 Where the Client provides information about another person, such as a key holder, the Client confirms that the person has agreed to this.

8.6 Information submitted through the website is stored and processed as follows:

- (a) it is sent over an encrypted connection;
- (b) it is stored in a managed cloud database, encrypted at rest;
- (c) the website runs on managed cloud hosting, and the Company does not keep this information on office computers or paper files unless needed for a specific incident;
- (d) access is limited to authorised staff with individual logins, according to their role;
- (e) passwords and verification codes are not shown to staff who do not need them.

8.7 The Company's hosting and database providers act as operators under written terms that require them to keep the information secure. Their servers may be located outside South Africa. The Client consents to the information being transferred and stored there, on the basis that those providers are bound to protect it to a standard similar to POPIA.

8.8 The Company may share information with its response personnel and subcontractors, the South African Police Service, emergency services and its payment and collection agents, and where required by law. The Company does not sell personal information.

8.9 The Company keeps Client information for the duration of the Agreement and for 5 years afterwards, unless the law requires longer. Event clips and footage are dealt with in Section H and clause F7.

8.10 If the Company becomes aware that personal information has been accessed without authorisation, it will notify the affected Clients and the Information Regulator as soon as reasonably possible.

8.11 The Client may ask the Company to access, correct or delete their information, or object to its processing, by contacting the Information Officer. The Client may also lodge a complaint with the Information Regulator at info@regulator.org.za.

8.12 Subject to clause 8.8, each party shall keep the other's information confidential.

9. Legal

9.1 The Client chooses the premises address in the sign-up form, and the Company chooses 217 Rondebult Road, Farrar Park, Boksburg, 1459, as the address for all notices and legal consent.

9.2 The parties consent to the jurisdiction of the Magistrate's Court.

9.3 If the Company takes legal action to recover amounts due, the Client shall pay its legal costs on the attorney and client scale, including collection charges.

9.4 A certificate signed by a director of the Company stating the amount owing is sufficient proof of that amount unless the Client proves otherwise.

9.5 Where the Client is a company, close corporation or trust, the person accepting this Agreement warrants that they have authority to do so and binds themselves as surety and co-principal debtor with the Client, renouncing the benefits of excussion and division.

9.6 This is the entire agreement between the parties. Changes are only valid if agreed in writing by both parties. This does not limit the Client's right to cancel under clause 7.

9.7 If the Company does not enforce a term, this is not a waiver of that term. If any term is found to be invalid, the rest of the Agreement remains in force.

9.8 Acceptance of this Agreement electronically is as binding as a signature.

9.9 This Agreement is subject to the Consumer Protection Act 68 of 2008.

SECTION A: ALARM MONITORING

A1. The Company will provide 24-hour alarm monitoring and incident reporting. Where selected, rapid response is provided under Section G.

A2. The radio transmitter and associated equipment are Rental Equipment. They remain the property of the Company at all times and do not become a fixture of the premises.

A3. The Client shall keep the alarm system in working order at all times.

A4. A false alarm is any activation of the alarm system without a break-in or emergency. Where false alarms persist and the Client fails to repair the alarm system after written notice, the Company may charge R25.00 for each false alarm thereafter.

A5. If the transmitter is damaged through negligence, misuse or intentional damage, or is removed or tampered with without authorisation, the Client shall pay its replacement cost, currently R3 000.00.

SECTION B: CCTV MONITORING

B1. The Company will provide camera monitoring as selected in the sign-up form and incident reporting. Where selected, rapid response is provided under Section G.

B2. Cameras, recorders and associated equipment supplied on rental are Rental Equipment and remain the property of the Company at all times. Purchased Equipment is governed by clause 4.

B3. Monitoring depends on power and network connectivity at the premises. The Client shall keep both in place and shall report any fault to the Company immediately.

B4. Outside of a valid warranty claim, maintenance and repair call-outs are charged at a minimum of R250.00, which may increase depending on the fault. The Company will quote before doing work above the minimum.

B5. If Rental Equipment is damaged through negligence, misuse or intentional damage, or is removed or tampered with without authorisation, the Client shall pay the reasonable cost of repair or replacement.

B6. The Client is responsible for informing occupants, staff and visitors that cameras are in use, and shall ensure that cameras do not cover private areas or neighbouring properties.

B7. Footage and storage are governed by Section H.

SECTION C: ELECTRONIC GUARDING

C1. Electronic guarding is the remote observation of the premises from the Company's control room, using cameras, detection devices and related equipment installed at the premises.

C2. IMPORTANT: The purpose of electronic guarding is to observe and report. On detecting suspicious activity, the Company will notify the Client or key holders and, where selected, dispatch rapid response under Section G. Electronic guarding is not a physical guarding presence. It cannot prevent entry, theft, damage or injury at the premises.

C3. Subject to clause 6.3, the Company is not liable for any loss or damage that occurs at the premises, whether or not the event was detected or reported.

C4. The Company does not guarantee that every event will be detected. Detection depends on power, network connectivity, lighting, weather and a clear line of sight. The Client shall keep cameras and detectors unobstructed and shall report faults immediately.

C5. The system is supplied on one of two bases, as selected in the sign-up form:

(a) Rental system. The equipment is Rental Equipment and remains the property of the Company at all times. It does not become a fixture of the premises. The Company maintains it, and may remove it on termination. The Client shall pay the reasonable cost of repair or replacement where it is lost, stolen or damaged other than by fair wear and tear.

(b) Sold system. The equipment is Purchased Equipment and belongs to the Client once paid for in full. Clause 4 applies. Risk passes to the Client on installation. After the warranty period, repairs and maintenance are for the Client's account at the Company's call-out rates.

C6. The Client is responsible for displaying surveillance notices at the premises and for informing occupants, staff and visitors that the premises are monitored, including where audio is used.

C7. Footage and storage are governed by Section H.

SECTION D: K9 SERVICES

D1. The Company will provide K9 units, each consisting of a trained security dog and its handler, for patrol, response and search duties as set out in the sign-up form or quotation.

D2. Handlers are registered with PSIRA and trained to handle security dogs. Dogs are trained, identified and kept in line with the Performing Animals Protection Act 24 of 1935 and the Animals Protection Act 71 of 1962.

D3. The handler decides whether and how a dog is deployed. The handler may decline or end a deployment where it would be unsafe for the dog, the handler or the public, or would be contrary to law or the welfare of the dog.

D4. The Client shall:

- (a) inform occupants, staff and visitors when K9 units operate at the premises;
- (b) ensure that no person approaches, touches, feeds or provokes a dog;
- (c) keep the Client's own animals secured while a K9 unit is on the premises;
- (d) follow the handler's instructions at all times.

D5. The Company does not guarantee that a K9 unit will detect, locate or apprehend any person or item.

D6. Subject to clause 6.3, the Company is not liable for injury or damage caused by a dog where a person ignored the handler's instructions, provoked the dog or was unlawfully on the premises. The Client indemnifies the Company against claims arising from the Client's failure to comply with clause D4.

SECTION E: FLEET MONITORING

E1. The Company will monitor the location and status of the Client's vehicles through tracking units and provide alerts and reports as set out in the sign-up form. Where selected, the Company will assist with the recovery of stolen or hijacked vehicles.

E2. Tracking units are supplied as Rental Equipment or Purchased Equipment, as selected in the sign-up form. Clause 4 applies to Purchased Equipment.

E3. The Client warrants that it owns each vehicle or has the owner's authority to fit a tracking unit to it.

E4. Vehicle location data is personal information of the driver. The Client is responsible for informing every driver in writing that the vehicle is tracked and for obtaining any consent the law requires. The Company processes this data on the Client's behalf and on the Client's

instructions.

E5. Tracking depends on GPS and cellular network coverage and on power to the unit. Location data may be delayed, inaccurate or unavailable, including where signal jamming or tampering occurs.

E6. The Client shall report a theft or hijacking to the Company immediately, report it to the South African Police Service and give the Company the case number. Recovery is not guaranteed. Recovery outside South Africa is not included unless agreed in writing.

E7. Subject to clause 6.3, the Company is not liable for the loss of or damage to any vehicle or its contents, whether or not the vehicle is recovered.

E8. The Client shall not tamper with a tracking unit, shall make vehicles available for testing and maintenance, and shall notify the Company before a vehicle is sold or transferred.

SECTION F: DRONE MONITORING

F1. The Company will provide aerial observation of the premises by remotely piloted aircraft for patrols, incident verification and support to response officers, as set out in the sign-up form or quotation.

F2. All flights are conducted under Part 101 of the Civil Aviation Regulations, by licensed remote pilots operating under a valid operator certificate held by the Company or its subcontractor.

F3. The remote pilot decides whether a flight takes place. Flights may be delayed, shortened or cancelled because of weather, visibility, airspace restrictions, regulatory limits or technical reasons. The Company is not liable for a flight that does not take place for these reasons.

F4. The Client warrants that it owns or lawfully occupies the premises, and gives the Company permission to take off from, land on and fly over the premises. The Client shall inform occupants, staff and visitors that drones are used.

F5. The Company will not intentionally fly over or record neighbouring properties. Where a flight path needs a neighbour's permission, the Client shall assist the Company to obtain it.

F6. IMPORTANT: Drone monitoring is an observe and report service. A drone cannot prevent entry, theft, damage or injury. Subject to clause 6.3, the Company is not liable for loss or damage at the premises, whether or not the event was observed.

F7. Footage is kept for 30 days unless needed for an incident or required by law.

SECTION G: RAPID RESPONSE

G1. The Company will dispatch armed response officers to the premises on receipt of an alarm signal, a panic signal, an event verified by the control room or a call from the Client or a key holder.

G2. Response officers are registered with PSIRA and are competent to carry firearms under the Firearms Control Act 60 of 2000.

G3. The control room prioritises dispatches. Response times are not guaranteed, as set out in clause 6.2.

G4. Rapid response is provided within the Company's response area. Outside that area, the Company will assist where it reasonably can but is not obliged to respond.

G5. On arrival, officers will assess the premises, act where it is safe and lawful to do so, and contact the South African Police Service or emergency services where needed. Officers are not obliged to enter premises where access is not provided or where it is unsafe, or to pursue suspects.

G6. Officers may use force only as the law permits.

G7. A response is only cancelled when the Client or a key holder gives the correct password to the control room.

G8. Officers will remain at the premises for up to 30 minutes after an incident. Where the Client asks for an officer to remain longer, the time is charged at the Company's guarding rate.

G9. Where repeated false call-outs continue after written notice, the Company may charge for each further call-out at the rate in the sign-up form.

SECTION H: FOOTAGE AND STORAGE

H1. This section applies to Sections B and C.

H2. The Company does not record or store continuous footage. Monitoring is event based. When the system is triggered, a short clip or image of that event is sent to the Company's control room for review.

H3. The Company keeps event clips on its monitoring platform for 30 days, unless a clip is needed for an incident or required by law.

H4. Continuous recording is stored only on the Client's recorder or storage device at the premises. That footage belongs to the Client and is under the Client's control.

H5. How long on-site footage is kept depends on the storage capacity, the number of cameras, the recording quality and the amount of activity. When the storage is full, the oldest footage is overwritten automatically.

H6. On a new installation, the Client states the recording period they require in the sign-up form, and the Company will specify storage sized to achieve approximately that period. The period is an estimate and is not guaranteed.

H7. On an Existing System, the recording period is whatever the existing storage provides. The Company gives no assurance about it.

H8. The Client should export any footage they need as soon as possible after an incident. The Company will assist on request at its call-out rates.

H9. Cloud storage is optional and is charged at an additional monthly fee. Where the Client selects it:

- (a) the Client selects the cloud storage period in the sign-up form from the periods available for their system;
- (b) cloud storage holds event-triggered recordings and not continuous footage, and may be at a lower quality than the on-site recording;
- (c) recordings older than the selected period are deleted automatically;
- (d) uploading depends on the internet connection at the premises;
- (e) the service is provided through the equipment manufacturer's or another third party's cloud platform, whose servers may be outside South Africa, and the Client consents to the recordings being stored there;
- (f) if the cloud storage fee is not paid or the service is cancelled, the cloud recordings are deleted.

H10. Subject to clause 6.3, the Company is not liable for footage that is lost, overwritten, not recorded or not uploaded, including through storage failure, theft of or damage to the recorder, power or network failure, or the storage being full.