

ACTIVE RESIDENTS OF SOUTH AFRICA (NPC) (REG NO: 2020/826507/08)

Please read the following Terms of Service Agreement ("Agreement") carefully before utilising the AROSA Application. Use of the Application indicates that you ("the User") have understood and agree to be bound by the terms and conditions of this Agreement and any modified or additional terms that AROSA may publish from time to time. In addition, when using the Application, you further agree to abide by any applicable national, provincial and/or local laws/by-laws. AROSA's Privacy Policy is incorporated by reference into this Agreement and is subject to this Agreement. This Agreement governs your use of the Application however accessed, including via a smartphone, tablet, or other mobile device.

1. **DEFINITIONS**

In this Agreement the following definitions apply:

- 1.1. "**Application**" shall mean software designed to help a User perform specific tasks, and for purposes of this Agreement shall pertain to the AROSA Application.
- 1.2. "**Community Safety Initiatives**" shall mean community based programmes/bodies aimed at providing security and/or emergency response services to the areas in which they are located, including but not limited to neighbourhood watches and community police forums.
- 1.3. "**Control Room**" shall mean the AROSA incident response coordinating call centre.
- 1.4. "**AROSA**" shall mean Active Residents of South Africa (NPC), a company registered and operating in South Africa, in terms of the Companies Act, with Registration Number 2020/826507/08.
- 1.5. "**OTP**" shall mean the one-time pin, a numerical passcode sent to Users upon registration on the Application.
- 1.6. "**Operator/s**" shall mean AROSA's Control Room employees tasked with linking incidents with Responders.
- 1.7. "**Push Notifications**" shall mean the delivery of information from the Application to the User without a specific request from the User.

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- 1.8. **"Responder/s"** shall mean emergency response services. Including but not limited to police, ambulance and other medical services on a pre-hospital basis, fire and rescue, Community Safety Initiatives, and, where it is applicable private armed responders and/or private emergency medical services on a pre-hospital basis, if applicable,
- 1.9. **"Service"** shall mean one or both of the services offered via the AROSA Application, namely response services.
- 1.10. **"User/s"** shall mean any individual/s who make/s use of or accesses the Application.

2. **REGISTRATION AND CREATION OF AN ACCOUNT**

- 2.1. In order to access and use the Application, you must sign up as a User and create your account. Once you have completed this process you will receive a confirmation short message service (SMS) with your OTP to verify your mobile number. Once you have entered the OTP, you will be logged into the Application.
- 2.2. Upon your first login, you will be asked by your mobile phone's operating system, to enable push notifications and location services.
- 2.3. The Application requires access to your location even when you are not using the Application. The Application requires location updates during an incident in order to provide assistance. The Application will not allow you to request assistance unless you have granted the Application location permissions.
- 2.4. Should the User disable push notifications for the Application, the User will not get update notifications during an incident unless the Application is open.
- 2.5. Should you select the option to join the AROSA mailing list and receive news alerts, AROSA shall utilise the valid email address/es submitted by you to provide this information to you. Please contact us if you no longer want to receive these communications.
- 2.6. You must keep your access details confidential and not allow others to use them. Security of the account is your responsibility and AROSA assumes no

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liability for any loss or damage arising from any unauthorised use of your account by a third party. You must notify AROSA immediately of any unauthorised use of the account or any other breach of security.

2.7. In the event of the security of your account being compromised, we reserve the right to suspend the processing of any communications and will immediately deactivate the associated login credentials. You shall refrain from using the AROSA Service until new login credentials are issued.

2.8. You hereby indemnify and hold AROSA (NPC), its directors, employees, agents, and representatives harmless for any and all losses, damages and expenses arising from your failure to ensure the security of the account, including all legal fees, on an attorney-client scale.

2.9. By registering on the AROSA Application, you agree to refrain from:

- a. selecting or using a name, mobile phone number, or e-mail address of another person with the intent to impersonate that person;
- b. using a name, mobile phone number, or e-mail address subject to the rights of any person without their authorisation;
- c. using "bots" or other automated ways to create an account; or
- d. using a name in violation of the intellectual property rights of any person.

3. PERMITTED USE OF THE SERVICES

3.1. The AROSA Application enables Users to:

- (a). Request emergency assistance. The Application facilitates the request by linking the User with a Responder. Note that the Application is not a replacement for the 10111 service offered by the South African Police Service.
- (b). Should the User be outside of mobile signal coverage area, they will not be able to request assistance, but instead will be presented with the option to phone 10111.

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- (c). Share their live location (for set periods of time, or indefinitely) with other Users (“Designated Users”) who have been selected by the User to see their live location on the tracking map within the Application. No person other than the User or a Designated User will be able to see the live location of the User, except in the case of an ongoing incident when the attending Operator and relevant Responders may also access this information, for the purposes of providing emergency response.
- 3.2. The User’s location settings should be turned on to allow the Application to access the User’s location at all times, to allow for real-time tracking. If this is not done, the Application will not be able to track the User in real-time.
- 3.3. A User may opt-out at any point in time from sharing their live location with another Designated User, by turning off this functionality within the Application.
- 3.4. You accept that the sharing of your live location with another/other Designated User/s is done solely at your request and in accordance with your preferences.
- 3.5. Users shall use the Application for personal, non-commercial use only.
- 3.6. AROSA relies heavily on the use of technology outside of our scope of control, including but not limited to asymmetric digital subscriber lines, fibre networks, internet service providers, landline networks, local area networks, low-power wireless area networks, mobile devices, mobile networks, satellites and wireless area networks. Every effort is made to ensure that the Application is operational. However, AROSA takes no responsibility for, and will not be liable for, the Application being temporarily unavailable due to technical issues beyond the control of AROSA. Every effort is made to ensure that the Application is operational. However, AROSA takes no responsibility for, and will not be liable for, the Application being temporarily unavailable due to technical issues beyond the control of AROSA.
- 3.7. The User acknowledges and accepts that AROSA, or any of its affiliates, agents, employees do not guarantee the Accuracy of the Service and shall not be liable for any inaccuracies that may arise thereof.
- 3.8. The User acknowledges and accepts that availability, quality and coverage of the Application may be limited from time to time and further, that the Application may

from time to time be unavailable and/or adversely affected as a result of inter alia physical features such as buildings and underpasses, as well as atmospheric conditions and other general causes of interference.

3.9. AROSA makes no warranty that the User's access to the Application will not be uninterrupted. AROSA 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.

4. MOBILE DEVICE REQUIREMENTS AND COMPATIBILITY

4.1. AROSA does not warrant that the Application will be compatible with your mobile device.

4.2. The availability of the Service is subject to the following requirements for the functionality of the Application:

- a. the mobile communication device used to access the Application must be powered on;
- b. the mobile communication device used to access the Application must not be damaged such that it is unable to communicate (transmit) data to the Control Room;
- c. the mobile communication device used to access the Application shall have text messaging capability;
- d. the mobile communication device used to access the Application must be within the relevant User's communication network operator's data coverage area and the User's data communication services from the relevant network operator must be enabled and operational, with sufficient data available for use in accessing the Application; and
- e. the (global positioning facility) GPS on the mobile communication device used to access the Application must be enabled.

4.3. The terms of agreement with the User's respective mobile communications network provider will continue to apply when using the Application.

4.4. AROSA shall not be liable for any communication, software or hardware costs the User may incur in connection with access or use of the Application.

5. APPLICABLE RESTRICTIONS FOR ALL USERS

- 5.1. You may not use the Application for any purpose that is unlawful or prohibited by this Agreement, any Separate Agreement, any applicable additional or amended Terms of Service Agreement, or any other conditions or notices that are made available on the Application or Website. Unauthorised use of this Application may result in AROSA instituting a claim for damages against you and/or you may be found guilty of a statutory and/or criminal offence.
- 5.2. The User shall be 18 years of age or over to download, install, access or use the Application. Users under the age of 18 shall obtain consent from a parent or guardian prior to downloading, installing, accessing or using the Application.
- 5.3. By using or accessing the Application, you agree to refrain from the following conduct:
- a. transmitting any worms, viruses, trojan horses, worms, 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, including by using any software, routine or device that will or may interfere with the tools, services and/or Application, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature;
 - b. intercepting any data or personal information of any User or third party transmitted on or via the Application;
 - c. using the Application to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory;
 - d. performing any action that may disable, override or impair the efficient and/or proper operation or working of the Application;
 - e. 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;
 - f. utilising the Application for any illegal or unauthorised purposes; and
 - g. violating any laws in any jurisdiction, including but not limited to any intellectual property laws.

- 5.4. Any act or omission which results in a failure to abide by the restrictions set out, as determined by AROSA in its sole discretion, will result in immediate suspension or termination of the account (which may include restricting access to specific products or services).
- 5.5. In addition to the above, AROSA reserves the right, at any time and without prior notice, to immediately suspend or terminate a user's account (which may include restricting access to specific products or services) at our discretion for any reason. Some of the reasons we may suspend or terminate a user's account may include finding the user's conduct towards AROSA personnel, Responders, other users or any other person to be objectionable, in violation of these Terms, or otherwise harmful to the Service or another person.
- 5.6. We are not liable to you nor any third party for any breach of your obligations under this Agreement and for any consequences arising as a result of such breach, including any loss or damages which you or any third party may suffer.
- 5.7. Unauthorised use of the Application includes engaging personally or permitting a third party to engage in the following activities:
- a. copying, adapting, modifying, publishing, republishing, distributing or redistributing this Application or the material on the Application without AROSA's prior written consent;
 - b. using any automated data collection, data mining or data gathering methods of any kind in relation to the Application;
 - c. Reverse engineering, disassembling, decompiling, transferring, exchanging or translating the source code of the Application;
 - d. making and distributing copies of the Application or allowing such activity by third parties on your behalf;
 - e. creating derivative works of the Application of any kind.
- 5.8. Failure to comply with these provisions will result in your account being deactivated without prior notice. In addition, AROSA reserves the right to report any violation of these provisions to applicable legal authorities and you may be

personally liable to criminal sanctions applicable to the misconduct in question (which may include the issuing of fines and/or imprisonment), in addition to any applicable civil damages.

6. THIRD PARTY SERVICE PROVIDERS

6.1. In order to provide the response Service to the User, the User acknowledges and agrees that AROSA has a dependency on third party service providers including but not limited to:

- a. Public (and where applicable, Private) Emergency response teams;
- b. The South African Police Service;
- c. Medical emergency response teams; and
- d. Community Safety Initiatives.

6.2. The User agrees that AROSA shall not be liable for any delays and/or failures to render the response Service attributable to such third parties.

6.3. The User agrees that the medical emergency service provider shall render the response Service to the User on a user-to-pay basis, where applicable i.e. the User shall be directly liable to such service provider for the fees associated with the service provider's service.

6.4. AROSA makes no warranty that Responders will be available in designated areas in which the Response Partners usually operate, and as such shall not be liable for any lack of response that may arise thereof.

6.5. You hereby release AROSA, its officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, claims, and actions of any kind, including, without limitation, personal injuries, death, and/or property damage, that is either directly or indirectly related to or arises from:

- a. Any services of third parties to AROSA related to the Application;
- b. any interactions with other Users on the Application;
- c. any interactions with any Responder; and/or

- d. any technical issues or other service issues (including third party service issues) that may lead to a delay in response or a delay in services to you.

7. CONTROL ROOM RESPONSIBILITIES

- 7.1. As soon as the User has requested assistance from the app, the Incident is assigned to an operator in the Control Room.
- 7.2. Operators are employed by AROSA and their backgrounds are verified which includes collecting copies of certain basic information submitted by the Operators in relation to their identity, experience, training, qualifications and references.
- 7.3. Operators are required to conduct themselves (in line with our Code of Conduct for Operators) in a professional and respectful manner fitting of an AROSA Operator in their dealings with Users.
- 7.4. Operators are under a duty to present themselves in a lawful, honest and accurate manner, and in such a way so as not to mislead a User.
- 7.5. Note all calls made to or by the Control Room via the Application will be recorded and stored in accordance with relevant privacy laws, regulatory records retention requirements and legitimate operational requirements. You consent to the retention of records.

8. INCIDENT HISTORY

AROSA has access to past incident reports and can generate internal reports for its own business processes.

9. PROTECTION OF PERSONAL INFORMATION

Any personal information supplied to AROSA in relation to the Application will be dealt with in accordance with our Privacy Policy, the Terms of Service set out herein and South African legislation as it may apply.

10. INTELLECTUAL PROPERTY

10.1. All content made available to you through the Application, including but not limited to text, graphics, logos, button icons, images, audio clips and digital downloads is owned by us or third parties, and is protected by South African and international law. Furthermore, the compilation of all content on the Application is the exclusive property of AROSA and is protected by South African and international copyright laws.

10.2. You agree that if you breach the terms of this clause, we will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. AROSA will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.

10.3. Nothing on the Application should be regarded as granting any licence or right to use any trademark without AROSA's prior written permission and/or that of the relevant third party.

10.4. Although we undertake to ensure the relevant security safeguards, we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from the Application.

10.5. If you believe that there has been an intellectual property breach or are aware of such a breach, please contact us as soon as possible so in order for the breach to be addressed.

11. LIMITATION OF LIABILITY

11.1. You understand, acknowledge and agree that downloading and/or usage of the Service, Application and/or website and reliance on the Service is entirely at the discretion and risk of the You, the User. AROSA, in its discretion, reserves the right at any time to change or discontinue any aspect or feature of the Service, including, but not limited to:

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- a. content;
- b. functionality; and/or
- c. hours of availability and equipment needed for access or use of the Application.

11.2. AROSA shall attempt to maintain the availability and accessibility of the Service; however, AROSA takes no responsibility for, and will not be liable for, the application being temporarily unavailable or inaccessible for reasons beyond AROSA 's control.

11.3. AROSA shall not be liable for damage to, or viruses or other code that may affect any equipment, software, data or other property as a result of the User downloading, installing, accessing or using the Application.

11.4. AROSA shall not be liable for any errors, inaccuracies or omissions in regard to the information and materials provided on the Application.

11.5. AROSA shall not be held liable for occasions where the emergency response alert is triggered in error.

11.6. AROSA shall not be liable for occasions where the emergency response alert is triggered due to abuse or excessively frequent requests via the Application. Such abuse may result in the temporary or permanent suspension of the User's access to the Application. AROSA, in its sole discretion, will determine abuse or excessive usage of the Application. AROSA shall make a reasonable effort to notify the User prior to such suspension.

11.7. The User acknowledges that AROSA will not be held liable for the manner in which the Responder provides assistance, the time it takes for the Responder to assist or the consequences of delayed assistance by the Responder.

11.8. Neither AROSA, nor any of its affiliates, agents, employees, Response Partners or Responders or any of their respective shareholders, directors, employees or agents shall be liable to the User, or to any third party whatsoever in any manner whatsoever for any losses, expenses, costs or damages of whatsoever nature as may be incurred or suffered by the User or any third party whatsoever, whether

directly or indirectly, in any relation whatsoever to your use of the Service, or any non-availability of the Service or in any other manner whatsoever in relation to AROSA, Response Partners or Responders.

11.9. The User hereby indemnifies AROSA, its affiliates, agents, employees, Response Partners or Responders as well as all of their respective shareholders, directors, employees or agents (Indemnified Parties), and shall keep such Indemnified Parties harmless at all times, as against any and all liability, loss (including consequential loss), costs and/or damages whatsoever and howsoever arising, as may be suffered by the User or any third party arising from or in connection with the Service, whether or not attributable to any act or omission of the Indemnified Parties, negligent or otherwise.

12. NO WARRANTIES

12.1. You expressly agree that use of the Application is at your own risk. You understand and agree that any material and/or information uploaded or downloaded or otherwise obtained, through the use of the Application, is done at your own risk and discretion. You will be solely responsible for any damage to your device or loss of data that results from the download of information.

12.2. The Application is provided on an "as is" and "as available" basis. AROSA makes no warranty that the Application will meet your requirements or that the Service will be available and uninterrupted. AROSA does not make any warranties as to the results that may be obtained from the use of the Application or to the accuracy of the information and the reliability of the information obtained through the Application. AROSA does not warrant that defects on the Application will be corrected.

12.3. AROSA disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.

12.4. AROSA makes all reasonable efforts to ensure that all material and information provided in relation to the Application is correct but cannot represent or guarantee the accuracy thereof. As such, AROSA and/or its partners, sponsors, affiliates or agents, make no warranties or representations as to the accuracy of

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the Application's content, information, and materials which are provided to you, as is and as available.

12.5. AROSA makes no warranty regarding any dealings with or transactions entered into with any other parties through the Application. The entire risk as to satisfactory quality, performance, accuracy, effort and results to be obtained through the use of the Application is with you. No advice or information, whether oral or written, obtained by you from AROSA or through the Services shall create any warranty not expressly made herein.

13. DOMICILIUM, JURISDICTION AND ARBITRATION

13.1. In the event of any legal dispute or action being brought in connection with this Agreement, it is agreed that the venue of such action shall be Durban, South Africa and each party hereby consents to the jurisdiction of the courts thereof.

13.2. You agree that any dispute regarding this Agreement that cannot be resolved amicably, shall first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of South Africa prior to proceeding to Court and such arbitration shall be conducted in English in Durban.

13.3. AROSA confirms the *domicilium citandi et executandi* for all purposes associated with the Application, transactions pertaining to the Application, including the giving of any notice, the payment of any sum, the serving of any process, as follows:

AROSA does not receive legal notice or accept the serving of documents attached to legal processes on AROSA via electronic mail.

14. SEVERABILITY

This Agreement shall apply to the fullest extent permissible by law. If any provision of the Agreement is unlawful, void or unenforceable, that provision shall be deemed

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severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.