

## TERMS & CONDITIONS

Please read these terms and conditions as the information herein is very important. If you decide not to read these terms and conditions in full, please then don't accept these terms and conditions and not use the application.

This End-User Agreement (the "Agreement") is a legal agreement between an individual or entity (the "User"), and NFA Security (Pty) Ltd trading, governing the access or use by the User, from within the borders of South Africa of applications, websites, content, information and data of NFA Security or its licensor.

By making use of the NFA Security mobile portal application or the NFA Security service platform or the service, you agree to be bound by these terms and conditions.

### 1. THE SERVICES

1.1. The Services constitute a mobile platform that enables the User to use NFA Security's mobile application to alert the nearest security responder of an emergency;

1.2. The responders are part of independent third-party security under agreement with NFA Security or certain NFA Security affiliates ("Third Party Providers") ("the Service/s");

1.3. The NFA Security service platform has been developed specifically for the use with certain mobile devices that incorporate GPS – it is therefore assumed that you

1.3.1. understand the restrictions and functionality of your smartphone and;

1.3.2. understand you are bound by any other terms and conditions that exist when using the smartphone and any networks that may provide services to the smartphone;

1.4. By using the Services, the User provides permission to said third party security providers to trace his/her/its mobile devices to his/her/its current location and to gain access to the property upon which his/her/its device is located;

1.5. All data collected by the NFA Security app or service platform will be stored by NFA Security and NFA Security has the right to use such data in compliance with applicable legislation;

1.6. The User agrees that your personal information, including your location, may be made available to third parties when you use the NFA Security app or service platform to activate a panic.

1.7. The service platform is currently for use within The Republic of South Africa only. The service platform will not work outside The Republic of South Africa;

1.8. Unless otherwise agreed by NFA Security in a separate written agreement with the User, the Services are made available solely for the User's personal, non-commercial use.

1.9. THE USER ACKNOWLEDGES THAT NFA SECURITY DOES NOT PROVIDE SECURITY ASSISTANCE SERVICES OR FUNCTION AS A SECURITY PROVIDER AND THAT ALL SUCH SECURITY & SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY NFA SECURITY OR ANY OF ITS AFFILIATES.

## 2. PRICING OF SERVICES

2.1. R59.00 monthly subscription fee will be charged for the main member per month.

2.2. R39.00 monthly subscription fee will be charged for adding a spouse.

2.3. R39.00 monthly subscription fee will be charged for adding a dependant.

2.4 (a)

### ARMED RESPONSE

Usage of the Services is bound by a fair use policy which offer any User unlimited call outs every 12 months, where after the User may be requested to pay for any additional alarms if the services is abused and used for events other than emergencies - The Prices include VAT. Out of terms usage\*: R850.00 (VAT exclusive)

2.5. The User understands that use of the Services may result in charges to the User for excessive use of services or goods the User receives from a Third Party Provider ("Charges").

2.6. Refund policies - Subscription fees are payable monthly in advance. No refunds will be allowed on monthly payments.

## 3. CANCELLATION

3.1. The User may give notice to NFA Security at any time by sending a cancellation letter to [security@nfaonline.co.za](mailto:security@nfaonline.co.za)

3.2. NFA Security may give notice to the User by publishing a general notice on the NFA Security website, or by sending communication to the User's email address, telephone or text message (SMS) to the User's number linked to the Membership.

## 4. USER'S MOBILE PHONE

4.1. The User may be bound by various terms and conditions by the manufacturer of the User's mobile phone and/or supplier of the mobile phone operating system and/or service providers that provide services used in conjunction with the User's

mobile phone, including but not limited to GSM service providers - It is the User's responsibility to be aware of these terms and conditions as the User's use of the service platform may impact on these;

4.2. The User's network service provider and carrier rates apply for telephony, data transmission, and text messaging and these charges are for the User's account at all times – should the User be on a prepaid contract then the onus is on the User to ensure that sufficient airtime, data and text messages are available;

## 5. NATIONAL COVERAGE

At the time of publication of these Terms and Conditions, NFA Security has access to just under 2500 reaction units, which consist of a minimum of two highly trained personnel.

## 6. EXPECTED ARRIVAL TIMES

The following indicates the expected arrival times of NFA Security:

- 0-10km - 5 to 10 minutes
- 10-50km - 11 to 30 minutes
- 51-100km - 31-60 Minutes
- 101km + - As soon as possible

6.1. The above arrival times depend on the distance from the closest armed responding vehicle. NFA Security will use our best endeavours to meet the expected time of arrival 100% of the time.

6.2. If you are more than 101km from the nearest responder we are completely committed to finding you as soon as possible, but we cannot commit to a timeframe. The Crisis centre will provide an estimated time of arrival to you once they have confirmed your location.

6.3. Whilst NFA Security's goal is to arrive within the committed time frames to protect you, there are certain circumstances beyond our control, which can prevent or delay the responder arriving within that time, such as adverse weather conditions, acts of God, adverse road conditions, heavy traffic, roadside accidents or cellular network coverage. However, the crisis centre will inform you of the expected arrival time throughout.

## 7. GRANT OF LICENSE

7.1. Software Product License - Subject to the terms of this Agreement NFA Security hereby grants to the User a non-exclusive, non-sublicensable, revocable, non-transferable license to possess and to use the Service. The Service is being distributed by NFA Security and the User is not allowed to charge for distributing this Service, either for profit or merely to recover costs.

7.2. License and Use - The User's access and use of the Service is licensed and not sold. In consideration for the User's payment of and use of the Service, NFA Security agrees to provide the User with a limited, non-exclusive, limited duration, subscription license to the Service, subject to the terms and limitations set forth in this Agreement for the term that the User's subscription purchase determines, beginning on the date the User first purchases his/her/its subscription. The subscription term will be provided to the User at the time of purchase.

## 8. DESCRIPTION OF RIGHTS AND LIMITATIONS

8.1. Limitations. The User may not decompile, disassemble, or reverse engineer the software utilized for the Services.

8.2. The User may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, or otherwise make unauthorized or unlawful use of the Services.

8.3. Update and Maintenance. The User agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

- i. equipment malfunctions;
- ii. periodic maintenance procedures or repairs NFA Security or its licensors may undertake from time to time; or
- iii. causes beyond the control of NFA Security.
- iv. All support (if any) for the Services will be provided to the User by NFA Security.

## 9. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in respect of the Services belongs to NFA Security.

## 10. TERMS OF AGREEMENT

This License Agreement is effective upon the User's acceptance as set forth herein and shall continue in full force until the User's subscription ends or is otherwise terminated. NFA Security reserves the right, in its sole discretion and without notice, at any time and for any reason, to:

10.1. Automatically terminate the license if the User fails to comply with any of the terms and conditions set forth in this Agreement; or

10.2. Remove or disable access to all or any portion of the Services; or

10.3. Suspend the User's access to or use of all or any portion of the Services;

## 11. REPRESENTATIONS AND WARRANTIES

The User represents and warrants to NFA Security that:

11.1. The User is over the age of eighteen (18) and has the power and authority to enter into and perform he/she/its obligations under this Agreement;

11.2. The User shall comply with all terms and conditions of this Agreement, and the User has provided accurate and complete information to NFA Security including, but not limited to, the User's legal name, address, telephone number, and billing information.

## 12. ACCESS AND USE OF THE SERVICES

In order to use and access most aspects of the Services, the User must register for a NFA Security Services Membership (Membership).

The User agrees to maintain accurate, complete, and up-to-date information in his/her/its Membership. The User may not assign or otherwise transfer his/her/its Membership to any other person or entity. The User agrees to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes.

## 13. WARRANTY DISCLAIMER

13.1. NFA Security does not warrant that the mobile application portion of the service platform will be compatible with your mobile device;

13.2. NFA Security does not warrant the response of any third party service providers, nor do we warrant the quality of their service, the reaction time or if such service provider will respond to you at all;

13.3. The service is subject to normal constraints of the respective carriers of data and information – NFA Security can, for example, not be held liable for voice calls that fail or do not connect, for late or non-delivery of any data whether SMS, IP-data and so on;

13.4. The use of the NFA Security platform carries inherent risk – you agree to such risk and we have no liability of whatever nature if you use the service platform, or any component thereof;

## 14. INDEMNITY

The User agrees to indemnify and hold NFA Security and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:

14.1. The User's use of the Services;

14.2. The User's breach or violation of any provision of this Agreement;

14.3. NFA Security's utilization of the User's user content

14.4. The User's violation of the rights of any third party, including third party providers.

## 15. GENERAL

15.1. If NFA Security is prevented from or restricted directly or indirectly from carrying on all or any of its obligations under this Agreement due to any reason or cause beyond their control or by reason of force majeure, NFA Security shall be relieved of its obligations in terms of this Agreement during such period.

15.2. No joint venture, partnership, employment, or agency relationship exists between the User, NFA Security or any Third-Party Provider as a result of this Agreement or the use of the Services.

15.3. If any provision under this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent.

15.4. NFA Security's failure to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by NFA Security in writing.

15.5. These terms & conditions contain the entire agreement between the Parties in regard to its subject matter. Neither Party will be bound by any expressed or implied term, undertaking, representation, warranty, promise nor the like not included or recorded in these Terms

## 18. PROTECTION OF PERSONAL INFORMATION ACT

18.1. NFA Security and all entities and subsidiaries, Registration Number 2021/691743/07 (NFA Security, it, we, us or our) has its head office at 24 Porter Street, Worcester, South Africa.

18.2. NFA Security is committed to treat all personal information carefully and responsibly.

18.3. Personal information includes but is not limited to any information that lets NFA Security identify you, such as your name/s and surname combined with your physical address, contact details and/or passport/identity number.

18.4. Personal information (in South Africa) also refers to the personal information that uniquely identifies a legal entity, such as the trading name of a company combined with the company registration number.

18.5. Personal information may be given to or collected by NFA Security in writing as part of a written application form, electronically (email), telephonically, online ([www.nfaonline.co.za](http://www.nfaonline.co.za)) or via the NFA Security app.

18.6. Processing of personal information includes any initial processing that NFA Security does when we first collect your personal information. The term 'processing' includes collecting, using, altering, merging, linking, organising, disseminating, storing, retrieving, disclosing, erasing, archiving, destroying or disposing of personal information.

## 19. GOVERNING LAW

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

Unless stated otherwise elsewhere in this Agreement, the Parties hereto irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Johannesburg High Court or a jurisdiction agreed to by the Parties in regard to the enforcement of any rights to all matters arising from this Agreement.

Should the User require further information about NFA Security's Terms and Conditions, please do not hesitate to contact NFA Security at [security@nfaonline.co.za](mailto:security@nfaonline.co.za).

### Company Information

Should you want to contact us regarding these terms and conditions or any other matter please email [security@nfaonline.co.za](mailto:security@nfaonline.co.za) or call Phone: 023 342 3600