

ENTRY PRO (PTY) LTD TERMS & CONDITIONS OF SYSTEM & EQUIPMENT USE

ENTRY PRO (PTY) LTD
 Reg No 2017/667340/07
(Hereinafter “the Company”)

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(By accessing or using the Entry Pro system or services, you agree to these Terms & Conditions. If you do not agree, do not use the system. Continued use after changes constitutes acceptance of the updated Terms.)

AND ALL ESTATES, HOA’S AND CLIENTS USING ENTRY PRO EQUIPMENT AND SYSTEMS (Hereinafter “the Client/Customer”)

1.1. Terms and Conditions Overview

- 1.1.1. These Terms and Conditions represents the Terms and Conditions (hereinafter “the Terms and Conditions”) between Entry Pro (Pty) Ltd (hereafter the Company) and The Estate/Client/Customer(s) (hereafter the Client/Customer) for the rental of Entry Pro Access Control Systems and all related equipment (herein after “the equipment”) and provisioning of Access Control Management services (herein after “service(s)”) required to support and sustain the Entry Pro Control System. (This excludes any equipment that The Estate/Client/Customer might have purchased for the installation and own).
- 1.1.2. The Terms and Conditions remain valid until superseded by revised Terms and Conditions.
- 1.1.3. The Terms and Conditions outline the parameters of equipment and all services covered as they are mutually understood by the parties. The Terms and Conditions do not supersede current processes and procedures unless explicitly stated herein.

1.2. Goals & Objectives

- 1.2.1. The purpose of the Terms and Conditions is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Client/Customer by the Company.
- 1.2.2. The goal of the Terms and Conditions is to obtain mutual agreement for service provision between the Company and the Client/Customer.
- 1.2.3. The objectives of the Terms and Conditions are to:
 - 1.2.3.1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
 - 1.2.3.2. Present a clear, concise and measurable description of service provision to the Client/Customer.
 - 1.2.3.3. Match perceptions of expected service provision with actual service support and delivery.

- 1.3. The Company rents and the Client/Customer hires the equipment for the duration of the Terms and Conditions and any renewal period thereof, subject to the terms and conditions of the Terms and Conditions.
- 1.4. The Company shall issue an invoice at the end of each month for the duration of the Terms and Conditions, as provided for in the Terms and Conditions, in an amount equal to the rental and service fees payable in respect of the lease of equipment and the services rendered during the relevant month. Invoices will be delivered in electronic format via email.
- 1.5. The Client/Customer undertakes to pay the monthly rental in respect of the lease of the equipment.
- 1.6. Amounts payable to the Company shall be paid by debit order as provided for in the Terms and Conditions or by electronic funds transfer.
- 1.7. The Company shall be entitled to suspend/deactivate the equipment and services until proof of payment of all amounts outstanding, has been provided to the Company.
- 1.8. The Company shall be entitled to increase the fees and charges specified above, at the publicly quoted CPI, plus no less than 6%, annually for the duration of the Terms and Conditions.
- 1.9. The Company, a supplier of access control and security systems, which includes the Entry Pro Access Control System for the use of visitor and/or resident and/or contractor access control, will provide the equipment and services to the residential estate and/or closed community (the Client/Customer). The below list includes, but is not limited to, Entry Pro Access Control System Equipment, which is rented to the Client/Customer for access control purposes and which will remain the sole and exclusive property of Entry Pro Pty Ltd (the Company). The equipment will not at any time or under any circumstances become the property of the Client/Customer.

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| <ul style="list-style-type: none"> ➤ Cabinet ➤ Desktop PC ➤ Screen ➤ Keyboard ➤ Mouse ➤ Headset ➤ UPS ➤ Power Supply Unit (PSU) ➤ Switches and Access Points | <ul style="list-style-type: none"> ➤ GSM Controller ➤ Modem ➤ Keypads & Spacers ➤ Adams Device ➤ Controllers ➤ Controller Holder ➤ Multiplug ➤ Kettle Lead ➤ VGA Cable | <ul style="list-style-type: none"> ➤ Network, Keypad, Trigger Cables ➤ Rain Shields and Goose Necks (when not purchased by the client) ➤ Various SIM Cards ➤ Scanners on Rental |
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(Hereinafter, all equipment, parts and components will be separately and collectively referred to as “equipment”)

1.10. The Company undertakes to:

- 1.10.1. Install the security and access systems/equipment indicated in the Terms and Conditions and the accepted quote at the premises indicated in the Terms and Conditions.
- 1.10.2. Maintain the security and access systems/equipment stipulated in the Terms and Conditions and the accepted quote at its own and exclusive discretion and without prejudice to the Company or its nominated agents, as deemed necessary by the Company.
- 1.10.3. Provide training to the designated security officials of the Client/Customer following the installation of the security and access systems/equipment. Such training shall be scheduled at the premises of the Client/Customer on a date to be agreed upon between the parties, but shall be within 14 days of the installation of the equipment or the date of commencement of the Terms and Conditions.

- 1.10.4. Provide repeat/follow-up training of security officials of the Client/Customer upon the Client/Customer's request, should such repeat/follow-up training become necessary. Such repeat/follow-up training shall be provided to the Client/Customer at no extra cost (within reasonable limits).
- 1.10.5. Provide an effective and proper response to the Client/Customer within a reasonable time from the moment that the Company has been made aware of any incidents.
- 1.11. The Client/Customer undertakes to:
 - 1.11.1. Insure the equipment for the duration of the Terms and Conditions with a registered insurer and/or through an intermediary, of the Client/Customer's own choice, on a comprehensive basis for the replacement value plus VAT, under an insurance policy. The Client/Customer shall ensure that the Company's interests are endorsed on the said policy/ies and provide the Company with proof hereof.
 - 1.11.2. The Client/Customer hereby cedes to the Company as security for its obligations under the Terms and Conditions all its rights, title and interest in and to the said policy/ies.
 - 1.11.3. The Client/Customer shall insure the equipment, within 5 days from the date of completion of the installation thereof at the premises, failing which the Client/Customer will be liable for the replacement and/or repair costs of such equipment, immediately upon receipt of invoice. The Client/Customer shall become liable for any and all equipment once at the premises (including any damages/loss/theft).
 - 1.11.4. Notwithstanding the content of any other clauses, the Company retains the right to replace any damaged, stolen or lost equipment and reclaim the value thereof from the Client/Customer, unless compensated for such equipment by the Client/Customer's insurer.
 - 1.11.5. Pay the rental charges to the Company as specified in the Terms and Conditions.
 - 1.11.6. Immediately notify the Company in writing in the event that the equipment or any part thereof are lost, stolen or damaged and shall do all that is necessary for the successful submission of a claim to the insurers.
 - 1.11.7. Return the equipment, or make it possible for the Company or its designated agent, to remove the equipment upon the termination of the Terms and Conditions.
 - 1.11.8. Upon the return of the equipment, the Client/Customer shall have no further right to or interest in the equipment.
 - 1.11.9. Pay to the Company the replacement or repair costs in respect of any damages caused to the equipment while installed at the premises, upon demand.
- 1.12. After payment of the deposit in respect of the equipment and installation invoice, and after receipt of the proof of payment thereof by the Company, the Company will communicate the installation date to the Client/Customer and finalise the installation and commissioning of the equipment at the premises specified above.
- 1.13. Installation and equipment invoice payments are broken down as follows:
 - 1.13.1. A 70% (Seventy percent) deposit payment prior to the installation date being set.
 - 1.13.2. A 20% (Twenty percent) payment on commencement of installation.
 - 1.13.3. A 10% (Ten percent) payment on completion and handover/sign-off by the Client/Customer.
 - 1.13.4. Should the order be cancelled after the deposit payment, the Company reserves the right, in its exclusive discretion, to deduct any expenses incurred up to that point, as well as retain a handling fee of up to 25% in addition to any expenses incurred.
- 1.14. The Client/Customer will be responsible for:
 - 1.14.1. Providing a compliant, sufficient, clean, consistent and constant power supply point(s) for the equipment to be connected to.
 - 1.14.2. Any additional construction works and/or minor alterations that may be necessary for the purposes of installing the equipment or thereafter, will be for the Client/Customer's account.

2. USE OF THE EQUIPMENT

- 2.1. The equipment may only be used by the Client/Customer or its employees in accordance with the following provisions:
 - 2.1.1. The Client/Customer shall at all times keep the equipment in its possession and under its control and shall take reasonable care in the use of the equipment.
 - 2.1.2. The Client/Customer shall not sell, let, loan, pledge, transfer, hypothecate, mortgage or otherwise encumber or alienate the equipment in any way whatsoever or permit any lien to arise in respect of the equipment.
 - 2.1.3. The equipment shall be operated at the Client/Customer's own cost and controlled only by properly trained, qualified and authorised persons.
 - 2.1.4. The Client/Customer shall at all times comply with the specifications, instructions and recommendations of the manufacturer for the operation, service, maintenance and/or repair of the equipment or any part thereof as far as applicable to the Client/Customer.
 - 2.1.5. The Client/Customer may not materially alter or modify the equipment or any part thereof. Any part or accessory added to the equipment shall become the property of the Company without any compensation.
 - 2.1.6. The Client/Customer shall at reasonable times and with reasonable prior notification, allow the Company or its representative to inspect the equipment at the premises of the Client/Customer.
 - 2.1.7. The Client/Customer shall, at its own expense, be liable for any licenses, certificates, consents or exemptions that may be required for or in connection with the possession or use of the equipment at its premises.
 - 2.1.8. The Company shall, at its own expense, be liable for any licenses, certificates, consents or exemptions that may be required for or in connection with the ownership of the equipment.
 - 2.1.9. The Client/Customer admits and agrees that the equipment are movable and are installed with the purpose and intention that the equipment shall remain movable and that the equipment shall under no circumstances accede to any property or premises, with the specific understanding that the equipment will be removed by the Company only, upon termination of the Terms and Conditions, by either party and for whatsoever reason.
 - 2.1.10. The Client/Customer shall, with the express prior written consent from the Company, have the right to upgrade the equipment or any part thereof. Any such upgrades not installed by the Company shall remain the property of the Client/Customer, subject to the provisions of the Terms and Conditions.
 - 2.1.11. The equipment shall not, without the express prior written consent from the Company, be removed from the premises, nor uninstalled, detached or moved by anyone other than the Company and its employees. Should anyone else, other than the Company, touch, interfere with, or tamper with the equipment in any way, it will be construed as a direct and material breach of confidentiality and infringement/violation of the Company's intellectual property and may result in the Company taking legal action, and removing all systems and equipment from the Client/Customer's premises immediately.
 - 2.1.12. The Company shall under no circumstances be liable for any damage arising from misuse or abuse of the equipment.
- 2.2. These specific reserved rights of ownership and removal in favour of the Company in and to the equipment, are without any liability of the Company to pay damages to the Client/Customer, should the equipment be removed.

3. ENGAGEMENT WITH RESIDENTS AND AUTHORISED REPRESENTATIVES

- 3.1. The Company shall render the Services exclusively to the Client/Customer, being the Homeowners' Association (HOA) of the Estate, or its duly appointed and authorised representatives. Under no circumstances shall the Company be required, expected, or obliged to engage directly with individual residents, tenants, guests, or any third parties residing in or otherwise associated with the Estate.
- 3.2. All communications, instructions, service requests, and authorisations relating to the Services shall be directed solely through the HOA or such persons as the HOA may formally designate in writing as authorised personnel. The Company shall be entitled to rely in good faith on any such written designation without any obligation to verify the authority of the individual concerned.
- 3.3. The Client/Customer expressly acknowledges and agrees that the Service Provider shall bear no liability, whether in contract, delict (tort), or otherwise, for any claims, losses, damages, or disputes arising from or in connection with any direct engagement, attempted engagement, or purported instruction received from any resident or unauthorised individual. Any such engagement or attempt to bypass the HOA shall be deemed a breach of the Client/Customer's internal governance protocols, for which the Company shall not be held responsible.

4. DATES AND DURATION OF THE TERMS AND CONDITIONS

- 4.1. Commencement date: Date of installation
- 4.2. Either party may terminate the Terms and Conditions with 6 (six) calendar months' prior written notice to the other party, after the initial term has expired, for good reasons shown. For clarification, the Terms and Conditions may not be terminated by the Client/Customer within the initial term.
- 4.3. The parties agree to the amount of either a penalty or liquidated/pre-estimated damages in the event that the Terms and Conditions is cancelled (by either party for whatsoever reason, whether due to breach or by consent) within the initial term to be equal to the sum of the monthly rentals for the remaining months of the initial term. The parties further agree and confirm that this provision and amount are reasonable in the circumstances of entering into the Terms and Conditions. This amount shall be payable by the Client/Customer to the Company in addition to any other damages suffered by the Company in the circumstances.
- 4.4. Upon termination of the Terms and Conditions, the Company will deactivate all systems and services to the Client/Customer and remove the equipment from the premises at its own cost, which removal shall not be hindered or interfered with by the Client/Customer in any way whatsoever. The Client/Customer will settle all outstanding amounts due and owing to the Company immediately upon termination of the Terms and Conditions, irrespective of which party terminates the Terms and Conditions or the reason for such termination. After termination of the Terms and Conditions, removal of the equipment by the Company and the payment of all outstanding amounts by the Client/Customer to the Company, the parties will have no further obligations to each other in terms of the Terms and Conditions except for the provisions as set out in clause 5 below and other provisions specifically stating that it survives the termination of the Terms and Conditions.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

- 5.1. The Client/Customer:
 - 5.1.1. Acknowledges that any and all intellectual property and confidential information, including but not limited to:
 - 5.1.1.1. Company information
 - 5.1.1.2. Know-how
 - 5.1.1.3. Computer programmes
 - 5.1.1.4. Copyright
 - 5.1.1.5. Designs
 - 5.1.1.6. Trade secrets and trademarks related, but not limited to, the equipment
 - 5.1.1.7. Technical information
 - 5.1.1.8. Manufacturing techniques
 - 5.1.1.9. Manuals and documents
 - 5.1.1.10. Specifications and formulae
 - 5.1.1.11. Systems and processes
 - 5.1.1.12. Pricing, quotes or any financial information etc. of whatever nature and however arising that is used in or in connection with the equipment and services from the Company, are and shall remain, the sole property of the Company and the Client/Customer shall not during or at any time after completion, expiry or termination of the Terms and Conditions in any way question or dispute the ownership by the Company of any such rights.
 - 5.1.2. Undertakes that the Client/Customer shall not directly or indirectly infringe, violate or contest the validity of the Company's intellectual property rights and treat the intellectual property and confidential information in a strictly confidential manner and undertakes to ensure that it or any part thereof is not communicated or disclosed to any person, without the prior written consent of the Company.
 - 5.1.3. Acknowledges that any disclosure whatsoever to whomsoever, will cause the Company damages, in which event the Client/Customer shall be liable to the Company for any damages suffered by the Company as a result of such disclosure.
- 5.2. The Company undertakes not to disclose details relating to the residents or the operation of the estate to any third-party entities without the express and prior written permission of the Client/Customer.

6. APPLICABLE LAW AND JURISDICTION

- 6.1. The Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
- 6.2. The parties consent to the jurisdiction of the Magistrate's Court for the District of Randburg, irrespective of the amount in dispute. Should a party elect to institute action in the High Court, either party shall not be limited to recovering costs on the Magistrate's Court scale.
- 6.3. Should action be instituted by the Company against the Client/Customer for the recovery of any amounts due to the Company by the Client/Customer, for whatsoever reason, the Company shall be entitled to claim legal fees from the Client/Customer on the scale as between attorney and own client.

7. ASSIGNMENT OF OBLIGATIONS

- 7.1. The Company has the right to subcontract the maintenance of the equipment installed at the Client/Customer's premises as provided for in the Terms and Conditions, provided that none of the obligations to the Client/Customer shall be diminished in any way.
- 7.2. The Company may, without notice to the Client/Customer, assign and/or transfer all or any part of its rights, title and interest in and to the Terms and Conditions and/or ownership of the equipment to any person/entity whatsoever and, unless the context otherwise indicates, in which event any reference to the Company in the Terms and Conditions shall be deemed to include its cessionary or delegate.

8. DISCLAIMER OF LIABILITY

- 8.1. While the Company will at all times endeavour to ensure that the installation and the equipment remain in good working order, the Terms and Conditions is not a guarantee against failure of, or damage to the equipment. It should be considered as an asset in the overall effective management of the Client/Customer's premises. The Terms and Conditions does not offer extended warranty, nor does it relieve the Client/Customer from the daily responsibilities of good housekeeping and the proper operation of the equipment. No liability shall attach to the

Company whatsoever in respect of consequential damage or loss of any nature whatsoever arising from any matter dealt with in the Terms and Conditions.

- 8.2. The Company shall furthermore assume no liability for damage/injury/death to any person or damage/destruction of property occasioned by operational failure of the equipment, downtime, accidental or malicious damage, incorrect use of the equipment, strike, fire, explosion, lock-outs, malicious mischief, damage, riot, theft, flood, civil commotion, war, *force majeure*/superior force, natural disasters or the like or any other cause.

9. INDEMNITY

- 9.1. The Client/Customer hereby indemnifies and agrees to hold harmless the Company, its officers, directors, employees, affiliated companies and agents (in whose favour, where applicable, this constitutes a *stipulatio alteri*) from and against any and all claims of whatsoever nature that may be made against any of them by any such person, in respect of liabilities, losses, costs, expenses (including reasonable attorney's fees) and damages, which the Client/Customer, its officers, directors, employees, representatives, agents, residents, visitors and affiliated companies, may suffer and/or incur arising out of or resulting from any and all misconduct or negligent act or omission by the Company (or any of its officers, directors, employees and affiliated companies).
- 9.2. The Client/Customer shall not under any circumstances have any claim or right of action whatsoever (whether in contract, delict, by reason of strict liability, vicarious liability or otherwise) against the Company or any of its officers, directors, staff, employees for death, injury, loss, damages, interest, costs, expenses or otherwise which may be sustained by the Client/Customer, any of the Client/Customer's directors (if the Customer is a company), its workforce, representatives, agents, residents, visitors or invitees, or the dependants of any of them or any other person whomsoever, nor shall the Client/Customer be entitled to withhold or defer payment of any amount due under the Terms and Conditions as a result thereof.
- 9.3. All the provisions of this clause 9 shall apply and be fully operative notwithstanding that any death, injury, loss, damages, interest, costs, expenses or otherwise referred to, may occur or be sustained in consequence of anything done or omitted by the Company or any employee of the Company or any of its directors, employees or agents whether negligently (including recklessly or negligently) or otherwise.
- 9.4. The Client/Customer hereby indemnifies and holds the Company harmless against all legal costs (on an attorney and own client scale), expenses, and liabilities incurred by the Company in defending any claim, action, or legal proceeding brought by any resident, tenant, guest, invitee, or other third party associated with the Client/Customer or the Estate, arising from or in connection with the Services or the Terms and Conditions. Such indemnity shall apply irrespective of the outcome of the proceedings and shall include all costs incurred in instituting, defending, opposing, settling, or responding to such claims. Payment of such costs shall be made by the Client/Customer within 14 (fourteen) days of written demand.
- 9.5. The indemnifications under this clause 9 shall survive termination of the Terms and Conditions for any reason whatsoever.

10. COMPENSATION UNDERTAKING

- 10.1. The Client/Customer hereby undertakes and agrees to pay and compensate the Company for any and all claims, liabilities, losses, costs, expenses (including reasonable attorney's fees) and damages, which the Company, its officers, directors, employees and affiliated companies may suffer and/or incur arising out of or resulting from any and all misconduct or negligent act or omission by the Client/Customer (or any of its Agents, residents, visitors, employees).
- 10.2. The undertaking under this clause 10 shall survive termination of the Terms and Conditions for any reason whatsoever.

11. BREACH

- 11.1. Should either party commit a material breach of the Terms and Conditions and fail to remedy such breach within 14 (fourteen) days of receipt of written notice requiring the breach to be remedied, then the party giving the notice will be entitled, at its option, either to cancel the Terms and Conditions and claim damages or to claim specific performance of all the defaulting party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.
- 11.2. The foregoing is without prejudice to such other rights as the party giving the notice will be entitled to or may have in law.
- 11.3. Any notice given in terms of the Terms and Conditions shall be given via email and/or by hand delivery to the *domicilium citandi et executandi* address of the parties, as set out in the Terms and Conditions.
- 11.4. Any notice given in terms of the Terms and Conditions shall be deemed to be delivered on the day that the email was sent and/or on the day of actual physical hand delivery.
- 11.5. The Client/Customer is obligated to give the Company at least 30 days written notice to rectify any defect or breach of the Terms and Conditions, before a claim under the Terms and Conditions will arise and may be instituted against the Company.
- 11.6. Any monetary claims due to the Company and arising from the Terms and Conditions shall be payable by the Client/Customer with interest on such amounts at the publicly quoted prime interest rate plus 6%. Such interest shall accrue from the due date for payment until the date of final payment.
- 11.7. Should the Company not receive due payment from the Client/Customer on or before the 7th day from the date of the invoice, the Company may, without notice to the Client/Customer, suspend the use of the equipment and/or Security and Access system in part or in full together with the suspension of any services to be rendered.
- 11.8. The Client/Customer:
- 11.8.1. Shall be liable for any breach of the Terms and Conditions, including any breach committed by the Client/Customer's agents, residents, visitors, invitees, or employees, of the undertakings and obligations contained herein; and
- 11.8.2. Undertakes to deliver to the Company all of the equipment belonging to the Company, intellectual property and any and all Confidential Information (in any form whatsoever) in the Client/Customer's possession and/or in the possession of any of the Client/Customer's Agents, residents, visitors and employees at the termination of the Terms and Conditions or upon earlier termination for any reason whatsoever, and in any event upon demand;
- 11.8.3. Ensure that the Client/Customer obtains confidentiality undertakings from each of its Agents, residents, visitors and employees and notwithstanding fulfilment of its obligation as set out in the Terms and Conditions, shall remain liable for any breach of the undertakings by its Agents, residents, visitors and employees, and hereby indemnifies and agrees to hold harmless the Company in respect of any claim, loss, harm or damages arising out of the Client/Customer's breach or a breach by any of its Agents, residents, visitors and employees of this undertaking.

12. ENTIRE TERMS AND CONDITIONS

- 12.1. The Terms and Conditions, the SLA and the Addendum Terms and Conditions, constitute the entire agreement between the parties relating to the subject matter thereof, and no representations or statements shall in any way affect the respective rights of the parties under the Terms and Conditions.
- 12.2. Neither party will be bound by any representations or by any warranties not expressly recorded in the Terms and Conditions.
- 12.3. The parties agree that no other terms or conditions or representations, whether oral or written, and whether express or implied, shall apply to the Terms and Conditions.
- 12.4. Should the Client/Customer not agree and consent to the terms and conditions as set out in the Terms and Conditions the Client/Customer must

notify the Company immediately, alternatively within 14 days from receipt of the Terms and Conditions, failing which it will be deemed that the Client/Customer accepts, agrees and consents to the terms and conditions set out in the Terms and Conditions. It will be assumed that by using the Entry Pro system, regardless of accepting the Terms and Conditions or not, that the Client/Customer accepts, agrees and consents to the terms and conditions set out in the Terms and Conditions.

13. NON-VARIATION

- 13.1. No amendment, alteration, addition, variation or consensual termination of the Terms and Conditions shall be of any force or effect, including this clause, unless reduced to writing and signed by both of the parties, or their duly authorised representatives.

14. NON-WAIVER

- 14.1. No latitude, extension of time, waiver or other indulgence of any of the terms and conditions of the Terms and Conditions or rights and/or obligations given by either party will be a waiver or otherwise affect any of the rights of such indulging party, nor will it be binding for any purpose unless expressed in writing and signed by both of the parties, and will be effective only in the specific instance and for the particular purpose given.
- 14.2. No failure or delay on the part of either party in the exercising of any right, power or privilege will operate as a waiver, nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege.

15. WARRANTIES, GUARANTEES AND DECLARATIONS

- 15.1. The Client/Customer warrants, such warranties being material and going to the root of the Terms and Conditions, that all information supplied to the Company by the Client/Customer or anyone on its behalf concerning the Client/Customer's business in whatever form, is true and correct in all material aspects, in particular, all information so supplied to the Company during its investigation prior to the commencement date including balance sheets, income statements, cash flows, profit forecasts and other financial statements or accounts. The Client/Customer further warrants that all such information as may be presented to the Company will be true at the relevant time, and will remain true and correct in every material aspect.
- 15.2. The Client/Customer warrants that the Client/Customer is exempt from income tax under section 10(1)(e)(iii) of the Income Tax Act No. 58 of 1952 (as amended).
- 15.3. The equipment has been acquired by the Company at the Client/Customer's specific request and insistence and solely for the purpose of renting the equipment to the Client/Customer in terms of the Terms and Conditions.

16. SERVICE LEVELS

- 16.1. Terms and Conditions Overview
- 16.1.1. The Terms and Conditions represents a Service Level Terms and Conditions ("SLA" or "Terms and Conditions") between Entry Pro (Pty) Ltd (hereafter the Company) and The Estate/Client/Customer(s) (hereafter the Client/Customer) for the provisioning of Access Control Management services (herein after "service(s)") required to support and sustain the Entry Pro Control System.
- 16.1.2. The Terms and Conditions remain valid until superseded by revised Terms and Conditions.
- 16.1.3. The Terms and Conditions outline the parameters of all services covered as they are mutually understood by the parties. The Terms and Conditions do not supersede current processes and procedures unless explicitly stated herein.
- 16.2. Goals & Objectives
- 16.2.1. The purpose of the Terms and Conditions is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the Client/Customer by the Company.
- 16.2.2. The goal of the Terms and Conditions is to obtain mutual agreement for service provision between the Company and Client/Customer.
- 16.2.3. The objectives of the Terms and Conditions are to:
- 16.2.3.1. Provide a clear reference to service ownership, accountability, roles and/or responsibilities.
- 16.2.3.2. Present a clear, concise and measurable description of service provision to the Client/Customer.
- 16.2.3.3. Match perceptions of expected service provision with actual service support and delivery.
- 16.3. Service Terms and Conditions
- 16.3.1. The following detailed service parameters are the responsibility of the Company in the ongoing support of the Terms and Conditions.
- 16.3.1.1. Service Scope
- 16.3.1.1.1. The following services are covered by the Terms and Conditions:
- 16.3.1.1.1.1. Manned/Monitored WhatsApp and email support;
- 16.3.1.1.1.2. Remote assistance using Remote Desktop and a Virtual Private Network, where available;
- 16.3.1.1.1.3. Planned or Emergency On-site assistance (extra costs may apply);
- 16.3.1.1.1.4. Bi-Monthly system health check (remote).
- 16.4. Client/Customer Responsibilities and Obligations
- 16.4.1. **Client/Customer** responsibilities and/or obligations in support of the Terms and Conditions include:
- 16.4.1.1. Payment for all support costs at the agreed intervals.
- 16.4.1.2. Timely logging of support areas and incidents to WhatsApp and support email.
- 16.4.1.3. Reasonable availability of Client/Customer representative(s) when resolving a service-related incident or request.
- 16.4.1.4. Ensure that reasonable care is exercised at all times in the use of the equipment.
- 16.4.1.5. Ensure that all users are familiar with the operating and general care instructions for all equipment and systems.
- 16.5. Company Responsibilities and/or Obligations
- 16.5.1. **Company** responsibilities and/or obligations in support of the Terms and Conditions include:
- 16.5.1.1. Meeting response times associated with service-related incidents.
- 16.5.1.2. Appropriate notification to Client/Customer for all scheduled maintenance.
- 16.5.1.3. Exclusions for which the Client/Customer will be held liable:
- 16.5.1.3.1. Negligence on the part of any person not employed by the Company.
- 16.5.1.3.2. Misuse or manhandling of any equipment, whether wilful or negligent, including "vandalism" by others.
- 16.5.1.3.3. Usage of the equipment otherwise than what the installation or use has been designed to do.
- 16.5.1.3.4. Accidental or malicious damage.
- 16.5.1.3.5. Power failure or electrical power fluctuations, including damage caused by lightning, power surges or loadshedding. It is up to the Client/Customer to provide Entry Pro with a clean, constant and uninterrupted power supply to run the systems. Any damage caused by loadshedding, power fluctuations and/or any other power-related problems will be for the Client/Customer's account, including but not limited to batteries, UPS, power supplies etc.
- 16.6. Service Assumptions

- 16.6.1. Assumptions related to in-scope services and/or equipment include:
 - 16.6.1.1. Changes to services will be communicated and documented to all parties.
 - 16.7. Service Management
 - 16.7.1. Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability, monitoring of in-scope services and related equipment.
 - 16.7.1.1. Service Availability
 - 16.7.1.1.1. Coverage parameters specific to the service(s) covered in the Terms and Conditions are as follows: Action: Send an email or a WhatsApp message.
 - 16.7.1.1.1.1. Email support: 24 Hours a day – Monday to Sunday (Email support to support@entrypro.co.za)
 - 16.7.1.1.1.1.1. Monitored 8:00 am to 5:00 pm Monday - Friday
 - 16.7.1.1.1.1.2. Emails received outside of office hours will be collected however, no action can be guaranteed until the next working day.
 - 16.7.1.1.1.1.3. On-site assistance guaranteed within 24 hours during the business week.
 - 16.7.1.1.1.1.4. Weekend monitoring also takes place between 8:00 am to 5:00 pm, but response times are dependent on availability, priority and requirements.
 - 16.7.1.1.1.2. WhatsApp support: 7:00 am to 6:00 pm – Monday to Friday
 - 16.7.1.1.1.2.1. WhatsApp number 083 407 3570 – clear and concise message of the fault.
 - 16.7.1.1.1.2.2. Tickets received out of office hours - best efforts will be made to answer/action the ticket as soon as possible.
 - 16.7.1.1.1.2.3. Weekend monitoring also takes place between 8:00 am to 5:00 pm, but response times are dependent on availability, priority and requirements.
 - 16.7.1.1.2. All efforts are made to attend to any ticket or emergency as quickly as possible to have the least amount of downtime possible.
 - 16.7.1.2. Service Requests
 - 16.7.1.2.1. In support of services outlined in the Terms and Conditions, the Company will respond to service-related incidents and/or requests submitted by the Client/Customer within the following time frames: (excludes travel times)
 - 16.7.1.2.1.1. 0-12 hours (during business hours) for issues classified as **High** priority.
 - 16.7.1.2.1.2. Within 24 - 48 hours for issues classified as **Medium** priority.
 - 16.7.1.2.1.3. Within 3 working days for issues classified as **Low** priority.
 - 16.7.1.2.1.4. Remote assistance will be provided in line with the above timescales, dependent on the priority of the support request. Subject to supplier/technical support team availability.
 - 16.7.1.3. Priorities
 - 16.7.1.3.1. In support of services outlined in the Terms and Conditions, the Company, in its absolute discretion, will determine the priority of the support request and classify it as High, Medium and/or Low – within the following classified examples:
 - 16.7.1.3.2. **HIGH PRIORITY (Examples) HP**
 - 16.7.1.3.2.1. System down – power related etc.
 - 16.7.1.3.2.2. Hardware failure – essential equipment, mechanical and/or other breakdown.
 - 16.7.1.3.2.3. Code/Card/biometric/Scanner failure (entire Estate).
 - 16.7.1.3.2.4. Access system not working = individual problems/lanes etc.
 - 16.7.1.3.3. **MEDIUM PRIORITY (Examples) MP**
 - 16.7.1.3.3.1. Individual codes/cards/biometric/scanners not working are essential to the Client/Customer.
 - 16.7.1.3.3.2. Specific items of hardware failure, not essential to the running of the access system.
 - 16.7.1.3.4. **LOW PRIORITY (Examples) LP**
 - 16.7.1.3.4.1. Entry Pro backend problem – administrative functions.
 - 16.7.1.3.4.2. Unrelated system/hardware problems.
 - 16.7.1.3.4.3. System development/updates/support.
 - 16.7.1.4. Basic Costs – (Fees charged outside of the SLA)
 - 16.7.1.4.1. The below costs and charges are based on unnecessary call outs and work and/or equipment not covered in this SLA.
 - 16.7.1.4.2. In support of services outlined in the Terms and Conditions, the Company will determine the costs (fees) of the support request and classify it as High, Medium and/or Low as follows:
 - 16.7.1.4.2.1. Labour fees: R650.00 excluding VAT per hour (on-site visit to the Client/Customer’s premises)
 - 16.7.1.4.2.2. Call out fees: R650.00 excluding VAT per call out (on-site visit to the Client/Customer’s premises)
 - 16.7.1.4.2.3. These costs are an indication of fees payable on call-outs. This is determined by the support call and/or services required. All costs will be communicated to the Client/Customer.
- 16.8. Schedule
 - 16.8.1. Support queries/issues/incidents
 - 16.8.1.1. Acknowledgement of support request (via email):
 - 16.8.1.1.1. Inside of working hours (8 am to 5 pm), within 60 (sixty) minutes of receiving an email/WhatsApp ticket.
 - 16.8.1.1.2. Outside of working hours (weekday, evening, weekends and public holidays) by 9 am the next day.
 - 16.8.1.2. All administrative support issues:
 - 16.8.1.2.1. Obtaining information under the security tab on the Entry Pro database, as per examples below:
 - 16.8.1.2.1.1. Clearing duplicate fingerprint errors.
 - 16.8.1.2.1.2. Checking valid and invalid codes.
 - 16.8.1.2.1.3. Requests for information from the database.
 - 16.8.1.3. Performed by Entry Pro on behalf of the Client/Customer, will be charged out at rates of: (only applicable when duties can be performed by the Client/Customer, but the Company is requested to do so in their stead)
 - 16.8.1.3.1. A charge of R100.00 (One Hundred Rand) per hour within working hours, Monday to Friday, 9 am-5 pm. (via WhatsApp request, email request to support)
 - 16.8.1.3.2. A charge of R200.00 (Two Hundred Rand) per hour outside of working hours, weekday evenings, weekends and public holidays. (via WhatsApp request, email request to support)
 - 16.8.2. Notification of Scheduled maintenance/work to be undertaken on systems
 - 16.8.2.1. Major System maintenance/work
 - 16.8.2.1.1. Minimum of 24 Hours (twenty-four) notice in writing to the Client/Customer, prior to major maintenance.
 - 16.8.2.2. Minor System maintenance/work
 - 16.8.2.2.1. Minimum of 60 minutes (Sixty), prior to commencement of maintenance/work.

- 16.8.2.2.2. Any maintenance work is to be agreed with the Client/Customer, and authorised by the Client/Customer if being done during peak hours, which are 07h00 to 10h00 and 16h00 to 18h30 on weekdays.
- 16.8.3. Meeting of Prioritised Requests
 - 16.8.3.1. As set out in this SLA
 - 16.8.3.1.1. Problem Solving as per Schedule: (excludes travel times)
 - 16.8.3.1.1.1. High Priority = 0 - 12hr response
 - 16.8.3.1.1.2. Medium Priority = 0 - 48hr response
 - 16.8.3.1.1.3. Low Priority = 0 - 72hr response
 - 16.8.3.1.2. Response times to site/on-site assistance: (excludes travel times)
 - 16.8.3.1.2.1. Problem solving (call out to Client/Customer's premises)
 - 16.8.3.1.2.1.1. up to 3 hours (three) from unsolved remote access of High Priority item
 - 16.8.3.1.2.2. During working hours
 - 16.8.3.1.2.2.1. up to 8 hours (eight) outside of working hours.
 - 16.8.3.2. Should it be found that Prioritised Requests and support call out is deemed to be the fault of the Client/Customer's negligence, malicious damage and/or misuse of the equipment, the Company will charge the Client/Customer at a call out fee of R650.00 (Six Hundred and fifty Rand), plus labour per hour (R650.00), plus costs for replacement of equipment on presentation of a quotation and/or a mutually agreed invoice between parties.
- 16.8.4. Accounts
 - 16.8.4.1. All monthly accounts must be settled immediately upon receipt of the invoice by the Client/Customer. (Payments may be changed for Public Holidays and are paid monthly in advance).
 - 16.8.4.2. All sundry accounts must be paid on presentation of the invoice.

We may modify these Terms and Conditions at any time. We will post the revised Terms and Conditions on our system with an updated "Effective Date". If you continue to use our system and services, you accept the Terms and Conditions.

By accessing or using the Entry Pro system or services, you agree to these Terms & Conditions.

Continued use after changes constitutes acceptance of the updated Terms.

**ADDENDUM TO ENTRY PRO (PTY) LTD TERMS & CONDITIONS OF SYSTEM & EQUIPMENT USE
IN TERMS OF THE PROTECTION OF PERSONAL INFORMATION ACT 4 OF 2013, AS AMENDED, (“POPI Act”)
AND THE PROMOTION OF ACCESS TO INFORMATION ACT 2 OF 2000, AS AMENDED, (“PAIA”)**

(terms and conditions as set out below)
(Hereinafter “the Addendum Terms and Conditions”)

BETWEEN

ENTRY PRO (PTY) LTD
Reg No 2017/667340/07
(Hereinafter “the Company/Service Provider”)

Entry Pro (Pty) Ltd | PO Box 6735, Halfway House, 1685 | Tel: 011 267 0720
Solutions House, 42 Gazelle Close, Corporate Park South, Midrand, 1685
TEL: 011 267 0720
Email: support@entrypro.co.za

(By accessing or using the Entry Pro system or services, you agree to these Terms & Conditions. If you do not agree, do not use the system. Continued use after changes constitutes acceptance of the updated Terms.)

AND

(Hereinafter “the Client”/ “the Data Subject”)

Client/Data Subject’s NAME:	ALL ESTATES, HOA’S AND CLIENTS USING ENTRY PRO EQUIPMENT AND SYSTEMS
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17. DEFINITIONS AND INTERPRETATION

17.1. Definitions:

- 17.1.1. “Addendum Terms and Conditions” means the Terms and Conditions, which is in addition to and consequently an extension of the Rental Terms and Conditions and Service Level Terms and Conditions/Main Terms and Conditions between the Parties.
- 17.1.2. “Biometrics” means a technique of personal identification that is based on the physical, physiological or behavioural characterisation, including blood typing, fingerprinting, DNA analysis, retinal scanning and voice recognition, as set out in section 1 of the POPI Act.
- 17.1.3. “child” means a natural person under the age of 18 years who is not legally competent, without the assistance of a competent person, to take any action or decision in respect of any matter concerning himself/herself, as set out in section 1 of the POPI Act.
- 17.1.4. “Company/Service Provider” means Entry Pro (Pty) Ltd, and who is a responsible party, being a private body which in conjunction with others, determines the purpose of and means for processing personal information, as per the definition of “responsible party” set out in section 1 of the POPI Act and its “Operators” means the service providers and/or sub-contractors for Entry Pro (Pty) Ltd.
- 17.1.5. “Client/Data Subject” means the Estate/the Estate HOA/Client/Customer and all persons related to the Client, including but not limited to residents, members, visitors, employees, sub-contractors, operators, service providers, entities, bodies, individuals, companies etc. and who is the person to whom personal information relates, as per the definition of “data subject” set out in section 1 of the POPI Act.
- 17.1.6. “Effective date” means the same date as the above-stated commencement date of the Main Terms and Conditions, irrespective of the date of acceptance hereof by or on behalf of the Parties, unless the date is not completed, in which event it will be the date of installation of the system.
- 17.1.7. “Electronic communication” means any text, voice, sound or image message sent over an electronic communications network which is stored in the network or in the recipient’s terminal equipment until it is collected by the recipient, as set out in section 1 of the POPI Act.
- 17.1.8. “Filing system” means any structured set of personal information, whether centralised, decentralised or dispersed on a functional or geographical basis, which is accessible according to specific criteria, as set out in section 1 of the POPI Act.
- 17.1.9. “Information officer” of, or in relation to, a-
 - (a) public body means an information officer or deputy information officer as contemplated in terms of section 1 or 17 of the POPI Act;
 - (b) private body means the head of a private body as contemplated in section 1 of the Promotion of Access to Information Act, as set out in section 1 of the POPI Act.
- 17.1.10. “Information Regulator” means the Information Regulator established in terms of section 39 of the POPI Act, as set out in section 1 of the POPI Act.
- 17.1.11. “Main Terms and Conditions” means the Rental Terms and Conditions and Service Level Terms and Conditions entered into between the Parties prior hereto.
- 17.1.12. “Operator” means a person who processes personal information for a responsible party in terms of a contract, Terms and Conditions or mandate, without coming under the direct authority of that party, as set out in section 1 of the POPI Act, and will include all sub-contractors and service providers of both Parties (the Company/Service Provider and the Client/Data Subject) to this Addendum Terms and Conditions.
- 17.1.13. “PAIA” means the Promotion Of Access To Information Act 2 of 2000, as amended.
- 17.1.14. “Parties” means the Parties to this Addendum Terms and Conditions being the Company/Service Provider and the Client/Data Subject.
- 17.1.15. “Person” means a natural person or a juristic person, as set out in section 1 of the POPI Act.
- 17.1.16. “Personal information” means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to-
 - (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - (b) information relating to the education or the medical, financial, criminal or employment history of the person;
 - (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other

- particular assignment to the person;
- (d) the biometric information of the person;
- (e) the personal opinions, views or preferences of the person;
- (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
- (g) the views or opinions of another individual about the person; and
- (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person,

as set out in section 1 of the POPI Act.

17.1.17. "POPI Act" means the Protection Of Personal Information Act 4 of 2013, as amended.

17.1.18. "Processing" means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including-

- (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
- (b) dissemination by means of transmission, distribution or making available in any other form; or
- (c) merging, linking, as well as restriction, degradation, erasure or destruction of information,

as set out in section 1 of the POPI Act.

17.1.19. "Record" means any recorded information-

- (a) regardless of form or medium, including any of the following:
 - (i) Writing on any material;
 - (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored;
 - (iii) label, marking or other writing that identifies or describes anything of which it forms part, or to which it is attached by any means;
 - (iv) book, map, plan, graph or drawing;
 - (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced;
- (b) in the possession or under the control of a responsible party;
- (c) whether or not it was created by a responsible party; and
- (d) regardless of when it came into existence,

as set out in section 1 of the POPI Act.

17.1.20. "Third parties" means any person or entity unrelated to either the Company/Service Provider or the Client/Data Subject.

17.2. Interpretation:

17.2.1. This Addendum Terms and Conditions is entered into between the Parties in terms of, subject to and to be interpreted in terms of enacted and effective laws of the Republic of South Africa.

17.2.2. Reference to either Party includes that Party's successors and permitted or authorised assigns, operators and all related persons.

17.2.3. The use of the word "including" or "includes" followed by specific examples shall not be construed as limiting the meaning of the general wording preceding it.

17.2.4. The rule of interpretation that an Terms and Conditions, or any part thereof, is to be interpreted against the party responsible for the drafting or preparation of the Terms and Conditions, shall not apply.

18. TERMS AND CONDITIONS AND CONSENT/INTRODUCTION

18.1. Goals & Objectives

18.1.1. This Addendum Terms and Conditions is in addition to and consequently an extension of the Rental & Service Level Terms and Conditions (herein after "the Main Terms and Conditions") between the Parties.

18.1.2. This Addendum Terms and Conditions is entered into between the Parties in compliance with the Protection Of Personal Information Act 4 of 2013, as amended, ("POPI Act").

18.1.3. This Addendum Terms and Conditions shall constitute a reciprocal/mutual agreement and consent between the Parties, in terms of the POPI Act.

18.2. It is hereby recorded that:

18.2.1. The Company/Service Provider provides equipment and services to the Client/Data Subject in relation to Access Control Systems and Management Services in terms of the Main Terms and Conditions between the Parties.

18.2.2. It is the nature of the business and part of the services rendered by the Company/Service Provider to the Client/Data Subject, to process personal information including biometrics of the Client/Data Subject and persons related to the Client/Data Subject, and due to this being done in terms of the Main Terms and Conditions between the Parties, therefore such processing of person information is lawfully done with the consent and authorisation of the Client/Data Subject, and no special authorisation shall be needed or required by the Company/Service Provider in this regard. Sections 11(1)(a) and (b), 13, 14(1)(b), (c) and (d), 15(1), 18(1)(a) to (e), 18(3) and 27(a) of the POPI Act applies to this Addendum Terms and Conditions and the Main Terms and Conditions between the Parties and the Company/Service Provider is accordingly exempted from the prohibition contained in section 26 of the POPI Act.

18.2.3. The Client/Data Subject hereby declares and confirms that the Client/Data Subject, as the person/entity/body/individual/ company who is providing information, do hereby irrevocably agree and understand that any and all information supplied or given to the Company/Service Provider, is done so in terms of the terms and conditions as set out in this Addendum Terms and Conditions.

18.2.4. By the nature of the services rendered by the Company/Service Provider to the Client/Data Subject in terms of the Main Terms and Conditions, the Company/Service Provider, its employees and Operators collect, transmit, store and otherwise process personal information of the Client/Data Subject, and all persons related to the Client/Data Subject, including but not limited to residents, visitors, employees, sub-contractors, operators, service providers, entities, bodies, individuals, companies etc.

18.3. Both Parties agree that they will comply with the provisions of the POPI Act and the regulations thereto. It being understood that they will process all the information and/or personal information in respect of the services being rendered in accordance with the POPI Act and the regulations thereto and only for the purpose of providing the services in terms of and as set out in the Main Terms and Conditions between the Parties.

18.4. The Company/Service Provider, the Company/Service Provider's employees and Operators, as well as the Client/Data Subject's employees and operators, acknowledge and confirm that:

18.4.1. Both Parties to this Addendum Terms and Conditions, will possess and will continue to possess information that may be defined or deemed as private, confidential or personal information.

18.4.2. Such information may be deemed as private, confidential or personal information insofar as it relates to any Party, including any related party, to this Addendum Terms and Conditions and of any person/party who may be directly or indirectly associated with the Parties to this Addendum Terms and Conditions.

- 18.4.3. Further, it is acknowledged and agreed by both Parties to this Addendum Terms and Conditions, that such private, confidential or personal information may have value and such information may or may not be in the public domain.
- 18.5. By acceptance thereof, both Parties irrevocably agree to abide by the terms and conditions as set out in this Addendum Terms and Conditions, and the Client/Data Subject irrevocably agrees and acknowledges that all information provided, whether personal or otherwise, may be used and processed by the Company/Service Provider, its employees and Operators.
- 18.6. Further, it is specifically agreed that the Company/Service Provider will use its best endeavours and take all reasonable precautions to ensure that any information provided, is only used for the purposes it has been provided.
- 18.7. It is confirmed that by submitting information to the Company/Service Provider, irrespective as to how such information is submitted, the Client/Data Subject consents to the collection, collation, processing, and storing of such information and the use and disclosure of such information in accordance with this Addendum Terms and Conditions and the Main Terms and Conditions between the Parties.
- 18.8. The Client/Data Subject hereby consents to the Company/Service Provider processing personal information in its possession or under its control and any other personal information that the Client/Data Subject may provide to the Company/Service Provider for any and all purposes related to providing services under the Main Terms and Conditions.
- 18.9. The Parties acknowledge their respective obligations to comply with the substantive provisions of the POPI Act and any other statute in the Republic of South Africa which imposes data protection requirements on the respective Parties, from time to time.
- 18.10. By acceptance thereof, the Parties acknowledge that they have read all of the terms in this Addendum Terms and Conditions and that they understand and agree to be bound by the terms and conditions as set out in this Addendum Terms and Conditions.
- 18.11. Should the Client/Data Subject not agree and consent to the terms and conditions as set out in this Addendum Terms and Conditions the Client/Data Subject must notify the Company/Service Provider immediately, alternatively within 14 days from receipt of this Addendum Terms and Conditions, failing which it will be deemed that the Client/Data Subject accepts, agrees and consents to the terms and conditions set out in this Addendum Terms and Conditions.

19. RESPONSIBILITY FOR CONSENT AND INDEMNITY

- 19.1. The Client/Data Subject acknowledges and accepts full responsibility for obtaining all necessary consents from Homeowners, Residents, Tenants, Contractors, Workers, and Visitors to the Estate/Client/Data Subject for the collection, processing, and recording of personal information, as required under the Protection of Personal Information Act, 2013 ("POPI Act"). The Company/Service Provider operates on the assumption that the Client/Data Subject has implemented appropriate policies, procedures, protocols, and safeguards to ensure compliance with POPI Act and that all required permissions have been duly obtained.
- 19.2. By entering into the Terms and Conditions, the Client/Data Subject grants the Company/Service Provider permission to process personal information on its behalf, within the scope of the services rendered. The Company/Service Provider shall not be held liable or responsible in any manner whatsoever for any failure by the Client/Data Subject to obtain the necessary consents or to comply with applicable data protection obligations.

20. COMPANY/SERVICE PROVIDER'S DUTIES, OBLIGATIONS AND RESPONSIBILITIES

- 20.1. The Company/Service Provider shall only process the personal information which it possesses on behalf of the Client/Data Subject with the knowledge or authorisation of the Client/Data Subject in terms of the Main Terms and Conditions between the Parties, and in terms of section 20(a) of the POPI Act.
- 20.2. By providing personal information to the Company/Service Provider the Client/Data Subject acknowledges and authorises the Company/Service Provider to process such personal information for purposes of fulfilling the objectives of the Main Terms and Conditions between the Parties.
- 20.3. The Company/Service Provider shall ensure that the personal information being processed on behalf of the Client/Data Subject is complete, accurate, not misleading and up to date, insofar as such information is received from the Client/Data Subject.
- 20.4. The Company/Service Provider shall treat the personal information which it possesses on behalf of the Client/Data Subject as confidential and will not disclose it, unless disclosure is required by law or is required in the course of proper performance of the Company/Service Provider's duties alternatively, written consent by the Client/Data Subject is provided, in terms of section 20(b) of the POPI Act.
- 20.5. The Company/Service Provider shall not further process personal information unless the purpose for such further processing is compatible with the original purpose for which the personal information was collected and in connection with the Main Terms and Conditions, unless prior written consent is obtained, in terms of sections 15(1), (2) and (3)(a) of the POPI Act.
- 20.6. The Company/Service Provider shall not appoint a service provider, except for its appointed Operators, to process the personal information on its behalf, unless required and/or authorised to do so by the Client/Data Subject and shall ensure that such service provider adheres to the same security measures as set out herein, in terms of section 21(1) of the POPI Act.
- 20.7. The Company/Service Provider shall not, at any time copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use the personal information for any purpose other than providing the services contained in the Main Terms and Conditions to the Client/Data Subject.
- 20.8. The Company/Service Provider will establish and maintain appropriate, reasonable, technical and organisational security measures to prevent the loss of, damage to, unauthorised destruction of and unlawful access to or processing of the personal information in its possession, in terms of section 19(1) of the POPI Act.
- 20.9. The Company/Service Provider shall take reasonable measures to:-
- 20.9.1. Identify all reasonably foreseeable internal and external risks to the personal information;
 - 20.9.2. Establish and maintain appropriate safeguards against the risks identified;
 - 20.9.3. Regularly verify that the safeguards are effectively implemented; and
 - 20.9.4. Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards, in terms of section 19(2) of the POPI Act.
- 20.10. The Company/Service Provider shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations, in terms of section 19(3) of the POPI Act.
- 20.11. The Company/Service Provider shall notify the Client/Data Subject immediately where there are reasonable grounds to believe that the personal information has been accessed or acquired by any unauthorised means, in terms of sections 5(a)(ii), 21(2) and 22 of the POPI Act.
- 20.12. The Company/Service Provider shall not transfer the personal information to a country in a foreign jurisdiction without prior written consent of the Client/Data Subject, unless the Client/Data Subject is domiciled, situated or resident outside of the Republic of South Africa and/or for data storage purposes on secure servers.

20.13. The Company/Service Provider shall at all times strictly comply with the provisions of the POPI Act and other applicable laws, regulations or codes relating to data protection in the Republic of South Africa, or other requirements enforced by any relevant industry or self-regulatory body within the Republic of South Africa in the provision of the services as contained in the Main Terms and Conditions.

21. CLIENT/DATA SUBJECT'S DUTIES AND RESPONSIBILITIES

- 21.1. The Client/Data Subject acknowledges that it is primarily responsible for complying with any data protection obligations imposed in terms of any law, including common law, and shall obtain any consents necessary for the disclosure of personal information to the Company/Service Provider for the purposes of the Main Terms and Conditions and this Addendum Terms and Conditions.
- 21.2. The Client/Data Subject shall ensure that the personal information disclosed and/or supplied to the Company/Service Provider for the purposes of this Addendum Terms and Conditions is complete, accurate, not misleading and up to date.
- 21.3. The Client/Data Subject shall immediately notify the Company/Service Provider if there is any change to the personal information.
- 21.4. The Client/Data Subject may at any time request access to, rectification or deletion of, the personal information held by the Company/Service Provider in relation to the Client/Data Subject, subject to the Main Terms and Conditions, and in terms of sections 5(b) and (c), 23(1) and 24 of the POPI Act.
- 21.5. For insofar as the Client/Data Subject is in possession of personal information of the Company/Service Provider or its employees, Operators or any related persons, the same provisions will apply *mutatis mutandis* to the Client/Data Subject as set out above.
- 21.6. For clarification, the Client/Data Subject possesses certain private, confidential or personal information of the Company/Service Provider, and in this regard, the Client/Data Subject shall have the following duties and responsibilities:
- 21.6.1. The Client/Data Subject shall only process the personal information which it possesses on behalf of the Company/Service Provider with the knowledge or authorisation of the Company/Service Provider in terms of the Main Terms and Conditions between the Parties, and in terms of section 20(a) of the POPI Act.
- 21.6.2. The Client/Data Subject shall ensure that the personal information being processed on behalf of the Company/Service Provider is complete, accurate, not misleading and up to date, insofar as such information is received from the Company/Service Provider.
- 21.6.3. The Client/Data Subject shall treat the personal information which it possesses on behalf of the Company/Service Provider as confidential and will not disclose it, unless disclosure is required by law or is required in the course of proper performance of the Client/Data Subject's duties alternatively, written consent by the Company/Service Provider is provided, in terms of section 20(b) of the POPI Act.
- 21.6.4. The Client/Data Subject shall not further process personal information unless the purpose for such further processing is compatible with the original purpose for which the personal information was collected and in connection with the Main Terms and Conditions, unless prior written consent is obtained, in terms of sections 15(1), (2) and (3)(a) of the POPI Act.
- 21.6.5. The Client/Data Subject shall not appoint a service provider to process the personal information on its behalf, unless required and/or authorised to do so by the Company/Service Provider and shall ensure that such service provider adheres to the same security measures as set out herein, in terms of section 21(1) of the POPI Act.
- 21.6.6. The Client/Data Subject shall not, at any time, copy, compile, collect, collate, process, mine, store, transfer, alter, delete, interfere with or in any other manner use the personal information for any purpose other than in terms of the Main Terms and Conditions between the Parties.
- 21.6.7. The Client/Data Subject will establish and maintain appropriate, reasonable, technical and organisational measures to prevent the loss of, damage to, unauthorised destruction of and unlawful access to or processing of the personal information in its possession, in terms of section 19(1) of the POPI Act.
- 21.6.8. The Client/Data Subject shall take reasonable measures to:-
- 21.6.8.1. Identify all reasonably foreseeable internal and external risks to the personal information;
 - 21.6.8.2. Establish and maintain appropriate safeguards against the risks identified;
 - 21.6.8.3. Regularly verify that the safeguards are effectively implemented; and
 - 21.6.8.4. Ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards, in terms of section 19(2) of the POPI Act.
- 21.6.9. The Client/Data Subject shall have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations, in terms of section 19(3) of the POPI Act.
- 21.6.10. The Client/Data Subject shall notify the Company/Service Provider immediately where there are reasonable grounds to believe that the personal information has been accessed or acquired by any unauthorised means, in terms of sections 5(a)(ii), 21(2) and 22 of the POPI Act.
- 21.6.11. The Client/Data Subject shall not transfer the personal information to a country in a foreign jurisdiction without prior written consent of the Company/Service Provider.
- 21.6.12. The Client/Data Subject shall at all times strictly comply with the provisions of the POPI Act and other applicable laws, regulations or codes relating to data protection in the Republic of South Africa, or other requirements enforced by any relevant industry or self-regulatory body within the Republic of South Africa in complying with its responsibilities in terms of the Main Terms and Conditions.

22. RIGHTS OF THE PARTIES

- 22.1. Where the Information Regulator or any other body imposes liability on the Client/Data Subject, and holds the Client/Data Subject liable for any claims that the Information Regulator and/or data subjects related to the Client/Data Subject may bring against the Client/Data Subject, as a result of non-compliance with the POPI Act and this Addendum Terms and Conditions by the Company/Service Provider, the Company/Service Provider shall only be liable in so far as the Information Regulator may determine that the Company/Service Provider has been non-compliant with the POPI Act and then only to the extent that the Information Regulator may determine.
- 22.2. Where the Information Regulator or any other body imposes liability on the Company/Service Provider, and holds the Company/Service Provider liable for any claims that the Information Regulator and/or data subjects related to the Client/Data Subject may bring against the Company/Service Provider, as a result of non-compliance with the POPI Act and this Addendum Terms and Conditions by the Client/Data Subject, the Client/Data Subject shall indemnify the Company/Service Provider from, and shall be liable for, any loss suffered by the Company/Service Provider as a result of the Client/Data Subject's negligence, misconduct and/or non-compliance with the POPI Act, other relevant applicable laws and this Addendum Terms and Conditions.
- 22.3. The Company/Service Provider will under no circumstances whatsoever be held liable for any non-compliance with the POPI Act by the Client/Data Subject or any Operators under the Company/Service Provider, whether by negligence, gross negligence, wilful misconduct or otherwise.
- 22.4. Where the Company/Service Provider exceeds its mandate in terms of the Main Terms and Conditions and the terms of this Addendum Terms and Conditions, the Company/Service Provider shall only be liable in so far as the Information Regulator may determine that the Company/Service Provider has been non-compliant with the POPI Act and then only to the extent that the Information Regulator may determine.
- 22.5. The Client/Data Subject is entitled to withdraw its consent to the processing of personal information for or on its behalf, by giving written notice to the Company/Service Provider together with the grounds therefore, subject to the Main Terms and Conditions.

- 22.6. The Client/Data Subject is entitled to object, by written notice, to the Company/Service Provider, to the processing of its personal information, or any personal information the Company/Service Provider processes for or on behalf of the Client/Data Subject, on reasonable grounds, unless legislation provides for such processing, and unless such processing is essential for the services to be rendered in terms of the Main Terms and Conditions.
- 22.7. The Company/Service Provider is entitled to object, by written notice, to the Client/Data Subject, to the processing of its personal information, or any personal information the Client/Data Subject processes for or on behalf of the Company/Service Provider, on reasonable grounds, unless legislation provides for such processing, and unless such processing is essential for the continuation of services to be rendered in terms of the Main Terms and Conditions.
- 22.8. Both Parties are entitled to lodge a complaint with the Information Regulator, established in terms of the POPI Act, regarding the alleged unlawful processing of personal information by the other Party.
- 22.9. The Parties understand and agree that, notwithstanding anything to the contrary herein, each Party retains its full rights to pursue legal or equitable remedies in the event of any breach or threatened breach of the provisions of this Addendum Terms and Conditions and may prevent the other Party, any of its agents or sub-contractors, or any third party who has received records from that Party from violating this Addendum Terms and Conditions by any legal means available. Each Party further understands that violation of these provisions dealing with the POPI Act may subject that Party to applicable legal penalties, including those provided for in the POPI Act.
- 22.10. Within 30 (thirty) days after the termination of this Addendum Terms and Conditions and together therewith the termination of the Main Terms and Conditions, for whatsoever reason, the receiving Party of either Party's records shall return same or at the discretion of the disclosing Party of such personal information, destroy or delete such personal information, and shall not retain copies, samples or excerpts thereof, in terms of section 14(4) and (5) of the POPI Act and a certificate to this effect shall be required by the disclosing Party from the receiving Party, unless there exists a lawful and compelling reason not to destroy or delete such personal information.
- 22.11. Where the disclosing Party has elected for the personal information to be destroyed, the receiving Party shall, within 10 (ten) days of receiving the instruction to destroy the personal information, give satisfactory confirmation of the destruction of the personal information, unless there exists a lawful and compelling reason not to destroy or delete such personal information.
- 22.12. Should the Company/Service Provider breach any of its obligations under and in terms of this Addendum Terms and Conditions, and fail to remedy such breach within 14 (fourteen) days of receipt by the Company/Service Provider of a notice in writing from the Client/Data Subject to remedy the breach, then the Client/Data Subject shall be entitled, to enforce specific performance of all of the obligations in terms of this Addendum Terms and Conditions or to terminate both this Addendum Terms and Conditions and the Main Terms and Conditions, subject to the termination provisions contained in the Main Terms and Conditions.
- 22.13. Should the Client/Data Subject breach any of its obligations under and in terms of this Addendum Terms and Conditions, and fail to remedy such breach within 14 (fourteen) days of receipt by the Client/Data Subject of a notice in writing from the Company/Service Provider to remedy the breach, then the Company/Service Provider shall be entitled, to enforce specific performance of all of the obligations in terms of this Addendum Terms and Conditions or to terminate both this Addendum Terms and Conditions and the Main Terms and Conditions, subject to the termination provisions contained in the Main Terms and Conditions.

23. ACCESS TO INFORMATION IN TERMS OF PAIA

- 23.1. Any and all third parties requiring access to information held by the Company/Service Provider shall apply for such access to the information required in terms of Part 3, sections 50 to 73 of PAIA.
- 23.2. Third parties are accordingly required to comply with the provisions and requirements as set out in Part 3 of PAIA.
- 23.3. The Company/Service Provider undertakes to comply with the provisions as set out in Part 3 of PAIA, including notice to Data Subjects in terms of section 71 of PAIA.
- 23.4. Other than disclosure of information in terms of Part 3 of PAIA, no information shall be disclosed to third parties by the Company/Service Provider.

24. SECURITY/DATA COMPROMISE NOTIFICATION

- 24.1. In the event of a Security/Data compromise affecting any PI (Personal Information) processed under the Terms and Conditions, and where there are reasonable grounds to believe that the PI (Personal Information) of a data subject has been accessed or acquired by any unauthorised person, the Company/Service Provider shall notify the Client/Data subject, being the Estate HOA, as soon as reasonably possible. The notification will include sufficient details, as known by the Company/Service Provider, to enable the Client/Data subject to assess the nature and impact of the compromise and to comply with its obligations under the POPI Act, and where necessary to take protective measures against the potential consequences of the compromise.
- 24.2. The Client/Data subject, being the Estate HOA, shall be exclusively responsible for all communications to its own data subjects (including residents and visitors) and any other third parties in respect of such compromise. The Company/Service Provider shall not directly engage with or notify any data subjects of the Estate HOA, being residents and visitors.
- 24.3. In the event of a Security/Data compromise where no PI (Personal Information) of a data subject was actually accessed or acquired by any unauthorised person, the Company/Service Provider shall still notify the Client/Data subject, being the Estate HOA, of such compromise. In such event, no notification from the Estate HOA to its own data subjects (including residents and visitors) shall be required.
- 24.4. The Client/Data subject indemnifies and holds harmless the Company/Service Provider against any claims, losses or liabilities arising from the Client/Data subject's failure to notify their data subjects (including residents and visitors) or other parties as required by the POPI Act in respect of the compromise.

25. DATES AND DURATION OF THE TERMS AND CONDITIONS

- 25.1. Effective date: Same as commencement date stated in the Main Terms and Conditions.
- 25.2. This Addendum Terms and Conditions will commence on the above-stated Effective date, notwithstanding the date of acceptance of this Addendum Terms and Conditions and will remain in force for as long as the Main Terms and Conditions between the Parties remains in force and until the Main Terms and Conditions is terminated between the Parties.
- 25.3. Upon termination of this Addendum Terms and Conditions, the Company/Service Provider will return or delete all personal information of the Client/Data Subject from all systems and devices of the Company/Service Provider, in terms of section 14(4) and (5) of the POPI Act, unless there exists a lawful and compelling reason not to delete such personal information.
- 25.4. Upon termination of this Addendum Terms and Conditions, the Client/Data Subject will return or delete all personal information of the Company/Service Provider from all systems and devices of the Client/Data Subject, in terms of section 14(4) and (5) of the POPI Act.

26. APPLICABLE LAW AND JURISDICTION

- 26.1. This Addendum Terms and Conditions shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
- 26.2. The Parties consent to the jurisdiction of the Magistrate's Court for the District of Randburg, irrespective of the amount in dispute. Should a party elect to institute action in the High Court, either party shall not be limited to recovering costs on the Magistrate's Court scale.

27. BREACH

- 27.1. Should either Party commit a material breach of this Addendum Terms and Conditions and fail to remedy such breach within 14 (fourteen) days of receipt of written notice requiring the breach to be remedied, then the Party giving the notice will be entitled, at its option, either to cancel this Addendum Terms and Conditions together with the Main Terms and Conditions and claim damages or to claim specific performance of all the defaulting Party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.
- 27.2. Any notice given in terms of this Addendum Terms and Conditions shall be given via email and/or by hand delivery to the *domicilium citandi et executandi* addresses of the Parties, as set out in this Addendum Terms and Conditions above, which shall correspond to the *domicilium citandi et executandi* addresses of the Parties, as set out in the Main Terms and Conditions between the Parties.
- 27.3. The Parties hereby select their respective *domicilia citandi et executandi* for all purposes in terms of this Addendum Terms and Conditions and/or any claim arising pursuant hereto or legal process to be served in relation thereto, the *domicilium citandi et executandi* addresses of the Parties, as set out in the Main Terms and Conditions and subject to the provisions as set out in the Main Terms and Conditions between the Parties.

28. ENTIRE TERMS AND CONDITIONS

- 28.1. This Addendum Terms and Conditions constitutes the entire agreement between the Parties relating to the subject matter thereof, specifically in relation to the POPI Act and PAIA, and no promises, undertakings, representations, statements or warranties, whether oral or written, and whether express or implied, made shall in any way affect the respective rights of the Parties under this Addendum Terms and Conditions, and shall not bind or be enforceable against the Parties in any manner whatsoever.
- 28.2. Should any term and/or condition of this Addendum Terms and Conditions be found to be invalid and/or unenforceable for any reason whatsoever, such term and/or condition shall not affect the validity and/or enforceability of the remaining terms and/or conditions of this Addendum Terms and Conditions and shall simply be severed and regarded as *pro non scripto*.
- 28.3. The Parties acknowledge that they have read and understood the terms of this Addendum Terms and Conditions.

29. NON-VARIATION

- 29.1. No amendment, alteration, addition, variation or consensual termination of this Addendum Terms and Conditions shall be of any force or effect, including this clause, unless reduced to writing and signed by both of the Parties, or their duly authorised representatives.

30. NON-WAIVER

- 30.1. No relaxation, latitude, extension of time, waiver or other indulgence of any of the terms and conditions of this Addendum Terms and Conditions or rights and/or obligations given or afforded by either Party will be a waiver or otherwise affect any of the rights of such indulging Party, nor will it be binding for any purpose unless expressed in writing and signed by both of the Parties, and will be effective only in the specific instance and for the particular purpose given.
- 30.2. Either Party shall, at all times, be entitled to strictly enforce the provisions of this Addendum Terms and Conditions.

We may modify these Terms and Conditions at any time. We will post the revised Terms and Conditions on our system with an updated "Effective Date". If you continue to use our system and services, you accept the Terms and Conditions.

By accessing or using the Entry Pro system or services, you agree to these Terms & Conditions.

Continued use after changes constitutes acceptance of the updated Terms.