

**TRIGGER SYSTEMS T/A Trigger (“Trigger”) Reg: 2016/460285/07
TERMS OF SERVICE AGREEMENT**

Please read the following Terms of Service Agreement (“Agreement”) carefully before utilising the *Trigger* Application (“the Application”).

Completed: October 2021 **Updated:** 08 February 2023

1. Introduction

- Use of the Application indicates that the Subscriber understands and agrees to be bound by the terms and conditions of this Agreement.
- *Trigger’s* Privacy Policy is incorporated by reference into this Agreement and is subject to this Agreement.
- *Trigger* may amend this Agreement at any time. All amended terms shall be effective automatically and immediately upon the posting of the revised Agreement and any subsequent activity in relation to the Application shall be governed by such amended terms and conditions of usage.
- This Agreement governs the Subscribers’ use of the Application however accessed, including via a smartphone, tablet, or other mobile device.
- The terms and conditions of use contained below (“the Terms”) shall govern the use of the Platform and shall also govern any other person using Subscribers’ account, together with all services associated therewith and shall also govern the relationship between Subscribers, the App Holder and/or *Trigger*.
- By accessing and using the Platform, the Subscriber agrees to be bound by the Terms. If the Subscriber does not wish to be bound by the Terms, Subscriber may not access, display, use, or download the Platform and Subscribers’ election to access display, use or download the Platform on the App Holder shall constitute Subscribers’ acceptance of the Terms.
- The Terms shall apply, with such contextual changes as may be necessary, to Subscribers who use the Platform and to Subscribers who download directly from an App store with the intention of utilising the Platform for their personal, non-commercial use.
- We reserve the right at any time to change or discontinue, without notice, any aspect, feature or service offered by way of the Platform.

This Agreement was last revised on 08 February 2023.

Subscribers are advised to regularly check the *Trigger* website (www.trigger.co.za) for any amendments or updates to these Terms and Conditions.

All enquiries and/or complaints can be emailed to: info@trigger.co.za

2. DEFINITIONS

In this Agreement the following definitions apply:

- “*Trigger*” shall mean Trigger Systems (Pty) Ltd, a company duly registered in the Republic of South Africa with registration number 2016/460285/07.
- “Platform” shall mean hardware architecture and software frameworks that allow the Applications and integrated systems to run.
- “Application” shall mean the Trigger app, which app gives its Subscriber access to the Platform.
- “Community Safety Initiatives” shall mean community-based programmes/bodies aimed at providing security and/or emergency response services to the areas in which they are located. This is including but not limited to neighbourhood watches and community police forums.
- “Control Room” shall mean the incident response coordinating call centre.
- “One-time PIN (OTP)” shall mean the numerical passcode sent to Subscribers upon registration on the Application.
- “Operator/s” shall mean the Control Room employees tasked with linking incidents with Responders.
- “Push Notifications” shall mean the delivery of information from an Application to a Subscriber without a specific request from the Subscriber.
- “Responder/s” shall mean emergency response services. Including but not limited to police, ambulances, fire and rescue, private security and/or Community Safety Initiatives.
- “Service” shall mean the service offered via the Trigger Application.
- “Subscriber” shall mean any individual who is directly or indirectly a subscriber of the Service.
- “Aura”- shall mean AURA APP (PTY) LIMITED, a company providing a service through a platform. The technology-based platform allows Subscribers to download the application onto their mobile device, Internet of Things “IoT” Device and/or computer (“the Device”). Once

downloaded, Subscribers are granted access, through a virtual panic button, to armed response services with the assistance of Rapid Response (Pty) Limited provided by independent third-party armed response service providers who might be nearest to the Subscriber at the time of the activation.

3. Use of the Platform

- The Platform supplies a technology-based platform which allows Subscribers to download the application onto their mobile device. Once downloaded, a Subscriber is granted access, through a virtual panic button, to armed response services provided by independent third-party service providers (“Responders”) who might be nearest to the Subscriber at the time of the activation (“the Services”).
- If the Services are stipulated by the specific App through which Subscriber access the Platform, to be accessible only within a specified geographic area, for example, Fourways, Aura shall only provide responses in that applicable area and shall not be obliged to provide responses in any other geographical area.
- The Subscriber acknowledges that Trigger will be providing the Services on the Platform in circumstances which by its very nature, may be dangerous and potentially life threatening to the Subscriber. The Services are in no way intended to limit or reduce the Subscribers’ risk of violent crime or other such threat and should in no way be viewed as a preventative measure. The Services are intended to support, if possible, a Subscriber who might become the victim of criminal activity by providing such Subscribers with access to Responders in the Subscribers’ vicinity.
- Further to the above, as will be dealt with more fully below, Trigger, its directors, employees, partners and financiers accept no responsibility or liability for any malady, incident harm and/or loss that may occur or be suffered by a Subscriber while using the Platform.
- No information whether oral or written or digitally obtained or displayed, obtained by the Subscriber from Aura and/or Rapid and/or the Platform, will create or be deemed to create any warranty whatsoever in relation to such information, its use, or the intended use of the Services.

4. REGISTRATION AND CREATION OF AN ACCOUNT

- In order to access and use the Application, a Subscriber must sign up as a user and create a user account. Once the Subscriber has completed this process by providing a mobile phone number, the Subscriber will receive a confirmation short message service (SMS) with a one-time pin to verify the Subscribers’ mobile number. Once the Subscriber has entered the PIN, the Subscriber will be logged into the Application.

- Upon the Subscribers first login, the Subscriber will be asked, by the Subscribers' mobile phone's operating system, to enable push notifications and location services.
- The Application requires access to the Subscribers' location even when a Subscriber is not using the Application. The Application requires location updates during an incident in order to provide assistance. The Application will not allow a Subscriber to request assistance unless the Subscriber has granted the Application permission to access the location of the Subscriber.
- Should the Subscriber disable push notifications for the Application, the Subscriber will not get update notifications during an incident unless the Application is open.
- Should the Subscriber select the option to join the Trigger mailing list and receive news alerts, Trigger shall utilise the valid email addresses submitted by the Subscriber. Subscribers will have an option to unsubscribe from the mailing list at any time.
- A Subscriber must keep his/her access details confidential and not allow others to use them. Security of the account is Subscribers' responsibility and Trigger assumes no liability for any loss or damage arising from any unauthorised use of Subscribers' account by a third party. Subscriber must notify Trigger immediately of any unauthorised use of the account or any other breach of security.
- In the event of the security of a Subscribers' account being compromised, Trigger reserves the right to suspend the processing of any communications and will immediately deactivate the associated login credentials.
- A Subscriber can change their credentials and reset a password on the Trigger website.
- The Subscriber hereby indemnifies and holds Trigger, its directors, employees, agents and representatives, harmless for any and all losses, damages and expenses arising from
- Subscribers' failure to ensure the security of the account, including all legal fees, on an attorney-client scale.
- By registering on the Trigger Application, the Subscriber agrees to refrain from:
 - selecting or using a name, mobile phone number, or e-mail address of another person with the intent to impersonate that person;
 - using a name, mobile phone number, or e-mail address subject to the rights of any person without their authorisation;
 - using "bots" or other automated ways to create an account; or
 - using a name in violation of the intellectual property rights of any person.

4.1 CANCELLATION & RE-ACTIVATION

Cancellation

- The subscription can be cancelled from your app store.
 - Cancellation due to non-payment
 - The service will be cancelled automatically if a payment is not successful.
- ##### Re-activation
- The service can be reactivated by subscribing to a plan via the app store.

5. PERMITTED USE OF THE SERVICES

- The Subscriber shall use the Application for personal, non-commercial use only.
- Every effort is made to ensure that the Application is operational. However, *Trigger* takes no responsibility for, and will not be liable for, the Application being temporarily unavailable due to technical issues beyond the control of *Trigger*.
- *Trigger* makes no warranty that the Subscribers' access to the Application will not be uninterrupted. *Trigger* may carry out maintenance or introduce new facilities and functions from time to time, subject to notifying the Subscriber thereof. The Subscriber agrees and accepts that as a result specific interruptions and unavailability of the Application and/or Service may occur.

6. FAIR USAGE

The provision of responses is a labour-intensive process that is limited by the number of responders available at any time. We wish to give all Subscribers access to responders in emergency situations and in doing so, will implement the following fair usage policy:

- All Subscribers will be limited to 4 (four) standard responses per calendar year which may be used by Subscriber at the ordinary applicable tariff ("Response Limit").
- Once the Subscriber has used the Subscriber Response Limit, *Trigger* may either, depending on the circumstances and availability of Responders, either:
 - Refuse to provide further responses to the Subscriber; or
 - Provide responses to the Subscriber at a substantially higher cost than its ordinary per response charge at a rate of R250 per response.
- By using *Trigger*, Subscribers hereby agree to the fair usage policy and hereby indemnify

Trigger and its partners against any harm, injury, death, loss, or damage of whatsoever nature

and howsoever arising should *Trigger* or its partners refuse a request activated by the Subscriber.

7. DEVICE REQUIREMENTS AND COMPATIBILITY

- *Trigger* does not warrant that the Application will be compatible with Subscribers' mobile device.
- The availability of the Service is subject to the following requirements for the functionality of the Application:
 - the mobile communication device used to access the Application must be powered on;
 - the mobile communication device used to access the Application must not be damaged such that it is unable to communicate (transmit) data to the *Trigger* Control Room;
 - the mobile communication device used to access the Application shall have text messaging capability;
 - the mobile communication device used to access the Application must be within the relevant Subscribers' communication network operator's data coverage area and the Subscribers' data communication services from the relevant network operator must be enabled and operational; and
 - the (global positioning facility) GPS on the mobile communication device used to access the Application must be enabled.
- The terms of agreement with the Subscribers' respective mobile communications network provider will continue to apply when using the Application.
- *Trigger* shall not be liable for any communication, software or hardware costs the Subscriber may incur in connection with access or use of the Application.
- The Subscriber accepts and agrees, by using the App, that the App Holder has no obligation to maintain, support, upgrade, or update the recipient's app and/or a Responder's app, or to provide all or any specific content through the App. The Subscriber further understands and agrees that we may access, collect, and use information, which may include personally identifiable information, which the Subscribers mobile device automatically makes available to the Platform, consistent with our Privacy Policy.

8. APPLICABLE RESTRICTIONS FOR ALL SUBSCRIBERS

- Subscribers may not use the Application for any purpose that is unlawful or prohibited by these Terms of Service, any applicable additional or amended Terms of Service, or any other conditions or notices that are made available on the Application or Website. Unauthorised use of

this Application may result in *Trigger* instituting a claim for damages against Subscriber and/or Subscriber may be found guilty of a statutory and/or criminal offence.

- The Subscriber shall be 18 years of age or over to download, install, access or use the Application. Subscribers under the age of 18 shall obtain consent from a parent or guardian prior to downloading, installing, accessing or using the Application.
- By using or accessing the Application, Subscribers agree to refrain from the following conduct:
- transmitting any worms, viruses, trojan horses, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the Application and/or the services, including by using any software, routine or device that will or may interfere with the tools, services and/or Application, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature;
- intercepting any data or personal information of any Subscriber or third party transmitted on or via the Application;
- using the Application to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory;
- performing any action that may disable, override or impair the efficient and/or proper operation or working of the Application;
- sharing content, taking or mobilising action using the Application in a way that infringes or violates any person's rights or the laws of any jurisdiction;
- utilising the Application for any illegal or unauthorised purposes; and violating any laws in any jurisdiction, including but not limited to any intellectual property laws.
- Any act or omission which results in a failure to abide by the restrictions set out, as determined by *Trigger* in its sole discretion, will result in immediate suspension or termination of the account.
- We are not liable to the Subscriber nor any third party for any breach of Subscriber obligations under these Terms of Service and for any consequences arising as a result of such breach, including any loss or damages which Subscriber or any third party may suffer.
- Unauthorised use of the Application includes engaging personally or permitting a third party to engage in the following activities:
 - copying, adapting, modifying, publishing, republishing, distributing or redistributing this Application or the material on the Application without *Trigger's* prior written consent;
 - using any automated data collection, data mining or data gathering methods of any kind in relation to the Application;
 - reverse engineering, disassembling, decompiling, transferring, exchanging or translating the source code of the Application;

- making and distributing copies of the Application or allowing such activity by third parties on Subscriber's behalf;
- creating derivative works of the Application of any kind.
- Failure to comply with these provisions will result in the Subscriber's account being deactivated without prior notice. In addition, *Trigger* reserves the right to report any violation of these provisions to applicable legal authorities and the Subscriber may be personally liable to criminal sanctions applicable to the misconduct in question (fines and/or imprisonment), in addition to any applicable civil damages.

9. THIRD PARTY SERVICE PROVIDERS AND RELATED TERMS & CONDITIONS

In order to provide the Service to the Subscriber, the Subscriber acknowledges and agrees that *Trigger* has a dependency on third party service providers and accepts the terms and conditions as stipulated below.

These service providers include, but not limited to:

9.1 On-Demand Armed Response service provided through Aura;

9.2 On-Demand Roadside assistance services.

If there are monies to be collected, the service provider shall collect all monies or payment at the time of incident, via bank card or EFT or cash.

Flat Battery:

The Service Provider will arrange to have the vehicle jump started. This service is offered whether the vehicle breaks down at home or on the road. Vehicles will be towed by the Service Provider to the nearest most appropriate place of repair or safety. This service will be arranged up to a 40km roundtrip, thereafter the cost will be R9.38.00 per km.

Keys locked in Vehicle:

The Service Provider will arrange to open the vehicle and retrieve the car keys. If the Service Provider cannot resolve the problem at the scene, additional costs of towing or repairs are not included as part of the services and are for the client's account. This service will be arranged up to a 40km roundtrip, thereafter the cost will be R9.38 per km.

Flat Tyre:

The Service Provider will arrange to have the tyre changed using the client's spare tyre. In the event that there is no spare tyre, the Service Provider will arrange for the vehicle to be towed to the nearest approved repairer or fitment centre. These services are offered whether the vehicle breaks down at home or on the road. This service will be arranged up to a 40km roundtrip, thereafter the cost will be R9.38 per km.

Run out of fuel:

The Service Provider will arrange for fuel to be delivered to the client. The Service Provider will supply up to 10 litres of fuel for the client's account. This is limited to 2 incidents per annum. Additional fuel can be arranged at client's cost.

Mechanical and Electrical Breakdown:

The Service Provider will tow a vehicle to the nearest franchised dealer (if under warranty) or to the nearest repairer. These services are offered whether your vehicle breaks down at home or on the road up to a 40km roundtrip, thereafter the cost will be R9.38 per km.

Transmission of Urgent Messages:

The Service Provider will relay messages of delay or changed arrangements to a nominated family member, employee or business colleague at the client's request.

9.3 On-Demand Medical emergency Assistance

Provided by a National Network of Medical Emergency assistance service providers. This is on a user-to-pay basis.

The Service Provider provides immediate access to a team of dedicated nurses and paramedics, together with a national complement of accredited medical assistance service providers who will assist with a medical emergency.

The services include:

Medical Advice:

The Service Provider will guide clients through a medical crisis, as well as provide clients with emergency advice which includes referrals to crisis lines, doctors, clinics and hospitals in the area.

Advice includes information on:

Prescription Medication

- Contra-indication of medicines
- Fevers
- Blurred Vision
- Insomnia
- Headaches/ Migraines
- Stomach aches
- Antibiotics
- Why not to take expired medication
- Treatment of abrasions
- Telephonic CPR
- Earaches
- Allergies
- Women's / Men's Health
- Supplements
- Cramps

Referrals to:

- Closest Medical facilities
- GP's within the client's area
- Closest Medical Transport
- Health Specialists

Medical Referrals:

In addition to the general medical advice service, one call to the same number will *Trigger* the Service Provider medical professionals who will guide clients through a medical crisis, provide your client with emergency advice. This program includes referrals to crisis lines in the case of:
Medical Transportation:

This service is an access only service on a user-to-pay basis. In the event of a client's involvement in a medical emergency, the Service Provider will arrange and coordinate the most appropriate method of emergency medical transportation. Clients will be transported to the nearest medical facility capable of providing adequate care. Including transportation by road or air ambulance (dependent on weather conditions and flight plans).

In the event that the member needs to make contact with one of the dedicated caretakers in an emergency situation, they can rest at ease knowing that at the push of a button, the call centre

will make contact with them and facilitate the necessary transfer. This is not limited to the contact numbers on the members profile, but the agents will also be able to make transfers to emergency government services such as the police department, fire department etc.

Call Forwarding Service:

- Family and Domestic Abuse;
- Rape ;
- Child Abuse;
- Bereavement;
- Suicide Hotline – Life Line;
- Poison Hotline – In House.

9.4 On-Demand Lawyer on Call services;

My Lawyer Legal Assistance Services

The My Lawyer Legal Advice Service is a powerful, dynamic product through which My Lawyer Legal Assistance (Pty) Ltd, (hereafter referred to as My Lawyer), provides a comprehensive legal assistance service to the individual and his/her immediate family.

Services Provided

The service comprises:

- A 24-hour telephonic legal advice line
- A legal document service
- 30-minute free consultation
- Letter of demand
- Find a Lawyer
- Bail payments of up to R5 000 per member per incident

Advice

My Lawyer members and their immediate family have on-going access to a 24-hour legal advisory service on any aspect of the law such as criminal law, family law, insurance law, child law, labour law, motor law, etc. The member and his/her immediate family are entitled to utilize the advice service as frequently as required provided that the assistance shall be furnished to the member directly and only on legal matters pertaining to the member and in his or her personal capacity.

Free standard legal documents

If a member requires a purchase/sale, lease agreement, power of attorney, last will, etc, we will provide these free at his or her request. The member will also be advised on the application of each of these documents and the procedures and principles that apply.

30-Minute Free Consultation

This service involves a free 30-minute direct consultation with an attorney who forms part of our national network. This free consultation service is available at the attorney's office that is situated within the magisterial district where the member resides. This consultation facility is limited to one consultation per matter.

Letter of demand

My Lawyer will write a letter of demand on behalf of the member. This is limited to 1 letter per event.

Pre-Litigation assistance

If a matter is of such a nature that the member has to consider litigation, the My Lawyer legal team of experts will assess all the facts and circumstances and research the matter thoroughly in order to ascertain which way a case should be approached. My Lawyer will gather the necessary information and documents to assist the member up to the stage where the case needs to be handed over to an attorney for litigation.

Find a Lawyer

After completion of the pre-litigation phase, My Lawyer will suggest 2 top attorneys' firms which will be the best for the job. This will enable the member to make the correct decision when choosing an attorney. My Lawyer therefore assists the member towards finding the right lawyer for his/her problem.

Bail Assistance

If a member is arrested, My Lawyer will advise the member about the bail procedures and the member's rights regarding bail. If bail is granted to the arrested member, My Lawyer will then pay up to R5 000 (five thousand rand) bail money per member per incident.

9.5 On-Demand Trauma & Suicide Counselling Line

The service comprises:

A 24-hour Trauma Counselling line is available in the event of any traumatic event such as hijacking, burglary, motor accident, the loss of a loved one, school bullying, suicide, diagnosis of a chronic or life-threatening medical condition, etc.

An uninterrupted, confidential and professional telephonic counselling facility is available to customers every day of the year. Should the counsellor determine a need for additional face-to-face counselling, the member will be directed to an appropriate trauma counselling centre.

9.6 On-Demand Open Water Emergency rescue services by the NSRI

The NSRI currently has 42 rescue bases with almost 1500 volunteer rescue crew who do not charge for their service, nor do they charge the people they rescue. Subscribers will be able to request assistance through the *Trigger* app if they experience any difficulties on water such as missing at sea (local coast), boating accidents and man overboard scenarios, as well as swimming incidents.

9.7 Save 24 Coupons;

GROCERY COUPONS – Shoprite

- Coupons are redeemable only at Shoprite/Checkers/Checkers Hyper stores nationwide
- Coupons are subject to stock availability
- The Service Provider will endeavour to provide a suitable variety of coupons and brands on a monthly basis, there may be instances where a certain brand will feature multiple times
- The Service Provider will endeavour to provide coupons of which the Rand discount amount is acceptable in relation to the value of the product
- Coupon prices can change without prior notification at the brand's discretion, once the Service Provider is made aware of this they will communicate this within 72 hours.
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GROCERY COUPONS – Pick n Pay

- WiCodes are redeemable only at Pick n Pay stores nationwide
- Coupons are subject to stock availability
- The Service Provider will endeavour to provide a suitable variety of coupons and brands on a monthly basis, there may be instances where a certain brand will feature multiple times
- The Service Provider will endeavour to provide coupons of which the Rand discount amount is acceptable in relation to the value of the product
- Popular coupons will carry over on a month to month basis
- Coupon prices can change without prior notification at the brand's discretion, once the Service Provider is made aware of this they will communicate this within 72 hours.

WELLNESS COUPONS – Dis-Chem

- WiCodes are redeemable only at Dis-Chem stores nationwide
 - Coupons are subject to stock availability
 - The Service Provider will endeavour to provide a suitable variety of coupons and brands on a monthly basis, there may be instances where a certain brand will feature multiple times
 - The Service Provider will endeavour to provide coupons of which the Rand discount amount is acceptable in relation to the value of the product
 - Popular coupons will carry over on a month to month basis
 - Coupon prices can change without prior notification at the brand's discretion, once the Service Provider is made aware of this they will communicate this within 72 hours.
- The Subscriber agrees that *Trigger* shall not be liable for any failures to render the Service attributable to such third parties.

The Subscriber agrees that the Medical emergency and Roadside assistance, My Lawyer, Trauma and Suicide counselling service providers shall render the Service to the Subscriber on a Subscriber-to-pay basis, i.e. the Subscriber shall be directly liable to such service provider for the fees associated with the service provider's service.

9.8 The Subscriber agrees to the following terms for using Trigger Trackme functionalities:

- Family / Friend tracking
Family and/or friends will be able to join your tracking group only if they have the Trigger app with a registered Trigger profile. Tracking groups can only be joined via the group code. The tracking group code should only be made available to persons you wish to track and share your location with. The subscriber has to ensure that this code is not made available publicly. You will be able to view group members Trigger profile information, last address visible on the app and their live locations if they gave location permissions on their app.
- Geo spots

Members will be able to use the geo spot function and save geo spots for the Tracking group which they are a part of. Members have to be part of a tracking group to use this function. Tracking group members will receive in-app alerts and SMS notifications when you enter or leave your Tracking groups' saved Geo spots.

- Emergency Contacts

Notify your Emergency contacts when you are in an emergency situation. Emergency contacts must have the Trigger App downloaded on their cell phone, with a registered Trigger profile. Emergency contacts will only receive Emergency contact alerts if they have the Trigger App downloaded on their cell phone and accepted the request to be an emergency contact.

Trigger Trackme functionalities are Free to use on the Trigger app at no cost to the user. The Subscriber hereby releases Trigger, its officers, employees, agents and successors from claims, demands of any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from:

- Any services of third parties to Trigger related to the Application;
- any interactions with other Subscribers on the Application, or
- any interactions with any Responder;
- any technical issues or other service issues (including third party service issues) that may lead to a delay in response or a delay in services to Subscriber.

The Subscriber hereby further acknowledges that *Trigger* is affiliated with Third Parties that act as independent contractors and fulfil the function of gathering data and leads from potential Subscribers. *Trigger* will protect the Subscriber or potential subscriber's submitted data to the extent that it is possible and in *Trigger's* control, and further undertakes to conclude agreements with any Third Parties that may deal with and/or partake in the exchange of Subscribers' data, to ensure that these Third Parties comply with the Privacy Policy of *Trigger*.

10. CONTROL ROOM RESPONSIBILITIES

- As soon as the Subscriber has requested assistance from the app, the Incident is assigned to an operator in a third-party control room.
- Operators are employed by the third-party Control Room service provider and their backgrounds are verified which includes collecting copies of certain basic information submitted by the Operators in relation to their identity, experience, training, qualifications, and references.
- Operators are required to conduct themselves (in line with our Code of Conduct for Operators) in a professional and respectful manner in their dealings with Subscribers.
- Operators are under a duty to present themselves in a lawful, honest and accurate manner, and in such a way so as not to mislead a Subscriber.

- Note, all calls made to or by the Control Room via the Application will be recorded and stored in accordance with privacy laws, regulatory records retention requirements and legitimate operational requirements. Subscribers consent to the retention of records.

11. CIRCUMSTANCES BEYOND THE PARTIES' CONTROL

- If Trigger and/or any third-party Responder is prevented or restricted, directly or indirectly, from carrying out all or any of its obligations under this Agreement by reason of strike, power failure, network failure, internet downage, fibre cable downage, mobile network downage, server failure, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, traffic, unrest or disturbances, cessation of the Party labour, government interference or control, or any other cause or contingency beyond the control of that Party, the Party so affected shall be relieved of its obligations under this Agreement during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always, save in the event of an unannounced municipal power failure or power failure at the Premises, that written notice shall forthwith be given of any such inability to perform by the affected Party.
- Any Party invoking the above-mentioned provisions, shall upon termination of an event giving rise thereto, forthwith give written notice of such ending to the other Parties.

12. PROTECTION OF PERSONAL INFORMATION

Any personal information supplied to *Trigger* in relation to the Application will be dealt with in accordance with our Privacy Policy, the Terms of Service set out herein and South African legislation as it may apply. The collection, use, and disclosure of Subscriber personal information is described in our Privacy Policy available at www.trigger.co.za/privacypolicy

13. COPYRIGHT, INTELLECTUAL PROPERTY AND TRADEMARKS

- All content made available to the Subscriber through the Application, including but not limited to text, graphics, logos, button icons, images, audio clips and digital downloads is owned by us or

third parties, and is protected by South African and international law. Furthermore, the compilation of all content on the Application is the exclusive property of Trigger and is protected by South African and international copyright laws.

- The Subscriber agrees that if the Subscriber is in breach of the terms of this clause, we will have the right to claim damages against the Subscriber, which will include the right to claim special, incidental, consequential or indirect damages. Trigger, will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- Nothing on the Application should be regarded as granting any licence or right to use any trademark without Trigger's prior written permission and/or that of the relevant third party.
- Although we undertake to ensure the relevant security safeguards, we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from the Application.
- If a Subscriber believes that there has been an intellectual property breach or is aware of such a breach, please contact us as soon as possible in order for the breach to be addressed.

14. LIMITATION OF LIABILITY

- Subscribers understand, acknowledge, and agree that downloading and/or usage of the service, application and website and reliance on the service is entirely at the discretion and risk of the subscriber. Trigger, in its discretion, reserves the right at any time to change or discontinue any aspect or feature of the service, including, but not limited to: content, functionality, hours of availability and equipment needed for access or use of the application. Trigger shall attempt to maintain the availability and accessibility of the service; however, Trigger takes no responsibility for, and will not be liable for, the application being temporarily unavailable or inaccessible for reasons beyond Trigger's control.
- *Trigger* shall not be liable for damage to, or viruses or other code that may affect any equipment, software, data or other property as a result of the Subscriber downloading, installing, accessing or using the Application.
- *Trigger* shall not be liable for any errors, inaccuracies or omissions in regard to the information and materials provided on the Application.
- *Trigger* shall not be held liable for occasions where the emergency response alert is cancelled in error.

- *Trigger* shall not be liable for occasions where the emergency response alert is Triggered due to abuse or excessively frequent requests via the Application. Such abuse may result in the temporary or permanent suspension of the Subscribers' access to the Application. *Trigger*, in its sole discretion, will determine abuse or excessive usage of the Application. *Trigger* shall make a reasonable effort to notify the Subscriber prior to such suspension.
- The Subscriber acknowledges that *Trigger* will not be held liable for the manner in which the Responder provides assistance, the time it takes for the Responder to assist or the consequences of delayed assistance by the Responder.
- *Trigger* shall not be responsible or liable for any direct, indirect, incidental, consequential or any other damages arising out of or relating to the Service and any content or information contained within the Service, and/or any third-party site. The Service shall only be effective within the borders of the Republic of South Africa, and *Trigger* shall not be liable for any damages relating to the availability/non-availability of an operator, and/or the connection to an operator during a call.
- *Trigger's* total aggregate liability in contract, delict (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this agreement (including for the avoidance of doubt the Services) shall be limited to the amount of the insurance proceeds made available to *Trigger* by its insurer pursuant to a claim made on *Trigger*.

15. NO WARRANTIES

- The Subscriber expressly agrees that use of the Application is at the Subscriber's own risk. The Subscriber understands and agrees that any material and/or information uploaded or downloaded or otherwise obtained, through the use of the Application, is done at the Subscriber's own risk and discretion. The Subscriber will be solely responsible for any damage to the Subscriber's device or loss of data that results from the download of information.
- The Application is provided on an "as is" and "as available" basis. *Trigger* makes no warranty that the Application will meet the Subscriber's requirements or that the Service will be available and uninterrupted. *Trigger* does not make any warranties as to the results that may be obtained from the use of the Application or to the accuracy of the information and the reliability of the information obtained through the Application. *Trigger* does not warrant that defects on the Application will be corrected.
- *Trigger* disclaims all warranties of any kind, whether express, implied, or statutory, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.

- Trigger makes all reasonable efforts to ensure that all material and information provided in relation to the Application is correct but cannot represent or guarantee the accuracy thereof. As such, Trigger and/or its partners, sponsors, affiliates or agents, make no warranties or representations as to the accuracy of the Application's content, information, and materials which are provided to Subscriber, as is and as available.
- Trigger makes no warranty regarding any dealings with or transactions entered into with any other parties through the Application. The entire risk as to satisfactory quality, performance, accuracy, effort and results to be obtained through the use of the Application is with the Subscriber. No advice or information, whether oral or written, obtained by the Subscriber from Trigger or through the Services shall create any warranty not expressly made herein.

16. DOMICILIUM, JURISDICTION AND ARBITRATION

The Subscriber agrees that any dispute regarding this Agreement that cannot be resolved amicably, shall, first be referred to confidential arbitration in terms of the rules of the Arbitration Foundation of South Africa prior to proceeding to Court and such arbitration shall be conducted in English in Johannesburg. In the event of any legal dispute or action being brought in connection with this Agreement, it is agreed that the venue of such action shall be Johannesburg, South Africa and each party hereby consents to the jurisdiction of the courts thereof.

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

Trigger Systems (Pty) Ltd Physical Address:

Postal address: 305 Melk Street, Nieuw Muckleneuk, Pretoria 305 Melk Street, Nieuw Muckleneuk, Pretoria

Electronic mail address: info@trigger.co.za

Marked for the attention of: Bruce Steyn

The Subscriber: The address listed by the Subscriber in its registration on the Platform shall be deemed to be the address chosen by the Subscriber for the serving of any process.

Trigger does not receive legal notice or accept the serving of documents attached to legal processes on *Trigger* by electronic mail.

17. SEVERABILITY

This Agreement shall apply to the fullest extent permissible by law. If any provision of the Agreement is unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

18. MISCELLANEOUS

- These Terms shall be governed in all respects by and construed in accordance with the laws of the Republic of South Africa. And any dispute arising from these terms and conditions shall be

subject to arbitration in accordance with clause 16 above.

- These Terms constitute the whole agreement between the Subscriber and the App Holder as to the subject matter hereof and no agreement, representations or warranties between the Subscriber and the App Holder other than those set out herein shall be binding on the App Holder or the Subscriber.
- The agreement and undertakings of the Parties contained in these Terms shall each be construed as an agreement and undertaking independent of any provision of the Terms. The App Holder and the Subscriber hereby expressly agree that it is not the intention of any Party to violate any public policy, statutory or common law, and that if any sentence paragraph, clause or combination of the same is in violation of the law of the Republic of South Africa, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and these Terms shall remain binding upon the Parties thereto.
- Each Party acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so.
- The Subscriber shall not be entitled to cede any of its rights or delegate any of its obligations under this agreement to any other party without our prior written consent having first been obtained.
- The App Holder shall, at any time, in its sole discretion, be entitled to cede all or any of their rights in terms of these Terms to any third party without prior notice to the Subscriber. This may in no way be construed as any release of the obligations of signatory hereto, in terms of these Terms.

19. APPLICABLE LEGISLATION

19.1. ELECTRONIC COMMUNICATIONS AND TRANSACTIONS ACT The following table contains further information on *Trigger* and represents the information that must be provided by *Trigger* to the Subscriber in compliance with Section 43 of the Electronic Communications and Transactions Act 25 of 2002. Subscribers are advised to regularly check this section of the Terms of Service for any amendments or updates.

Full Name: Trigger Systems (Pty) Ltd

Legal Status: Private Company

Company Registration Number: 2016/460285/07

Directors: BJ Booysen, W Cawood, R Lessing, M Kruger, M Pillay

Physical Address for receipt of legal documents:

Cawood Attorneys,

FAO: Trigger SA, 305 Melk street, Gauteng, 0145, South Africa

Telephone Number: 010 824 0620

E-mail: info@trigger.co.za

Website Address: www.trigger.co.za

Membership to self-regulatory and/or accreditation bodies: None

Description of products and/or services offered: Mobile Safety App

Full price of products and/or services offered: As per pricing guidelines on website

Manner of payment for products and/or services offered:

Debit order, Cash, EFT or Playstore voucher payments through Playstore.

Manner and period within which consumers can access and maintain a full record of applicable transactions:

Subscribers can access their incident history for a period of Five (5) years through the mobile app.

Return, Exchange and Refund Policy: As per agreement with device supplier.

Alternative Dispute Resolution code to which *Trigger* subscribes:

The arbitration shall be governed by the Arbitration Act, No. 42 of 1965, as amended, or any replacement enactment and shall take place in accordance with the Uniform Rules of the High Court of the Republic of South Africa, or such other rules as the arbitrator may deem appropriate.

Codes of Conduct to which *Trigger* subscribes: None

Applicable terms of agreement, including any guarantees: Only those specified in this agreement.

19.2. PROTECTION OF PERSONAL INFORMATION ACT

Trigger hereby adhere to the requirements as set out in the Protection of Personal Information Act 4 of 2013 ("POPI"). As such, we undertake to handle all personal information received and processed with due care and diligence, and provide the necessary security to safeguard all information held by us.

Privacy Policy: www.trigger.co.za/privacy

19.3. PROMOTION OF ACCESS TO INFORMATION ACT

Trigger hereby complies with the Promotion of Access to Information Act, No 2 Of 2000 and the manual can be accessed via the website home page of *Trigger* or on *this link*:

[PAIA Manual](#)

19.4. CONSUMER PROTECTION ACT

Trigger hereby complies with the Consumer Protection Act 68 of 2008 in that it:

19.4.1. Does not unfairly discriminate in its marketing efforts against any group of persons;

19.4.2. Does not unfairly prohibit or restrict access and fair use of any group of persons;

19.4.3. Does not grant priority of use to any group of persons to the detriment of another;

- 19.4.4. Promotes free and equal access to any and all users of the platform;
- 19.4.5. Promotes the access and use of high quality services;
- 19.4.6. Promotes the disclosure of fair pricing on the website prior to signing up for and during the use of the platform;
- 19.4.7. Affords consumers the right and opportunity to opt-out or unsubscribe from any unwanted marketing;
- 19.4.8. Commits that any notice, document or visual representation shall be in plain language
- 19.4.9. Promotes and commits to marketing standards for goods and services that are not misleading, fraudulent, exaggerated or in any other way deceptive.