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REG no: 2001/057599/23 VAT no: 467 021 3349 PSIRA no: 832 479

ASK SECURITY MOBILE APP

End User Terms & Conditions Version: 1 November 2022

This Application ('App') is owned and run by ASK Security cc, registration number 2001/057599/23, a company incorporated in the Republic of South Africa (hereinafter referred to as 'ASK Security'). The Services offered on the App is effectively software that connects existing alarm systems to the cloud to expose alarm data to Customers ('THE Services'). These terms and conditions between ASK Security and the Customer govern the provision of this Service by ASK Security to the Customer and by accepting the terms and conditions when registering as a Customer on the App, the Customer agrees to be bound by the terms and conditions. These terms and conditions are a legally binding document. ASK Security may modify the terms and conditions periodically with or without notice to the Customer and such modifications shall be effective immediately upon publishing to the App.

1. CUSTOMER ACCOUNT

You agree and guarantee that the Customer name and password you use to log in is for your personal use only and will not be passed on to any third party. You allow ASK Security to take all steps reasonably possible to ensure the integrity and security of the App. You will immediately notify ASK Security in writing of any unauthorised use of your account, or other account related security breach of which you are aware. You will not create an account for an entity unless you are expressly authorised to do so on behalf of that entity.

2. SERVICES

It should be noted that the Services, together with the smart alarm hardware (hereinafter 'THE ASK Security Device') has been sold to the Customer by an authorised ASK Security Reseller. In terms of a Reseller Agreement between the authorised ASK Security Reseller and ASK Security, the authorised ASK Security Reseller will be responsible for the installation of the ASK Security Device at the Customer premises and, in some instances, the invoicing and collection of the monthly subscription fees from the Customer. The Services, however, will always be provided directly by ASK Security to the Customer. The Customer accordingly herewith appoints ASK Security to provide the Services as an independent contractor, which appointment ASK Security hereby accepts. The provision of the Services by ASK Security shall include the following: 1) email and telephone support, which support will be provided during business hours, being Monday to Friday from 08h00 to 17h00, excluding South African Public Holidays; 2) Upgrades; and 3) New releases of the software with system improvement. Support by ASK Security, as aforementioned, will also include support in respect of the ASK Security Device. Should, however, the ASK Security support desk not be able to resolve an issue with the ASK Security Device and it is evident that the fault lies with the ASK Security Device, ASK Security will furnish and deliver a replacement ASK Security Device to the authorised ASK Security Reseller free of charge. The responsibility will then be on the authorised ASK Security Reseller to return the faulty ASK Security Device to ASK Security and to install the new ASK Security Device at the Customer premises. If the Reseller Agreement between ASK Security and the authorised ASK Security Reseller is terminated, for whatsoever reason while this Agreement is still effective, ASK Security reserves the right to, where required, replace the Reseller with another Reseller or to take over the relevant invoicing and collection of the monthly subscription fees.

3. ASK SECURITY DEVICE

It should be noted by the Customer that in terms of the Reseller Agreement between ASK Security and the authorised ASK Security Reseller, the authorised ASK Security Reseller shall:
1) be responsible for the initial installation of the ASK Security Device at the Customer premises, the cost of the installation to be invoiced by the authorised ASK Security Reseller and to be for the Customer's account; and
2) at all times be responsible for the actions of its employees, representatives, agents, and suppliers, if any, while such persons are tending to the installation of the ASK Security Device at the Customer premises and the said responsibility shall extend, irrespective of whether such acts of employees, representatives, agents, and suppliers fall within the scope and course of their employment with the authorised ASK Security Reseller.

4. PAYMENT OF SUBSCRIPTION FEES

In consideration for the Services rendered, the Customer shall pay ASK Security or the authorised ASK Security Reseller a subscription fee monthly in advance, as specified on the invoice raised by ASK Security or the authorised ASK Security Reseller. Payment of these fees, if invoiced by ASK Security, is to be made by way of an EFT or Debit Order Instruction. ASK Security has the right to deny access to the Services should the Customer fail to pay the agreed fee within 7 (seven) days of it becoming due, in which event the Customer will be unable to access the Services until such time as the outstanding fees are paid. Prices of all Services are subject to change upon 30 days' notice from ASK Security. Such notice may be provided at any time. ASK Security does not provide refunds or credits.

5. DATA STORAGE

ASK Security will store all live Customer data on the ASK Security Cloud Platform and will maintain regular daily backups, while the Customer remains an active Customer. ASK Security is not responsible or liable for the deletion or failure to store Customer Data or the loss thereof due to technical failure beyond the control of ASK Security. Since ASK Security is committed to ensuring that the privacy of their customers is protected, ASK Security makes use of the ASK Security Cloud Platform, when storing the Customer Data. ASK Security shall reasonably endeavour to ensure that no Customer Data is accessed in an unauthorised manner for the duration of the Agreement. ASK Security shall promptly inform the Customer if any Customer Data has been accessed in an unauthorised manner or if ASK Security suspects that such access has occurred.

ASK Security reserves the right to archive Customer Data after a period of 1 (one) month. ASK Security shall ensure that any Customer Data stored in off-site archives is securely stored and not accessible by third parties including, where applicable, the use of strong encryption and physical restrictions to prevent unauthorised access. If the Agreement is terminated, a backup of the Customer Data will be made available to the Customer on request and against payment of a minimal fee, on the condition that all outstanding fees has been settled in terms of this Agreement.

The Customer Data remains the property of the Customer and we will not use nor make available for use any of this information without the Customer permission. ASK Security may, however, view the Customer data only as necessary (i) to maintain, provide and improve the Services; (ii) to resolve a support request from you; or (iii) to comply with a valid legal subpoena or request. We may also analyse the Customer data in aggregate and on an anonymised basis, to better understand the way our Services are being used.

6. WARRANTIES AND LIMITATIONS OF LIABILITY

ASK Security warrants to the Customer (i) that it has the legal right and authority to enter and perform its obligations under this Agreement, (ii) that it will perform its obligations under the Agreement in a professional and workmanlike manner with reasonable care and skill and in accordance with highest industry standards, and (iii) that it will comply with all applicable laws and regulations in connection with the provision of the Services.

Usage of this App is at your own risk and ASK Security may not be held liable for any direct or indirect special, consequential, or other damage, loss or liability of whatsoever nature arising out of your access to, or use of the App.

ASK Security does not warrant that the Service will meet your requirements, and, for this purpose, it is specifically recorded that the Service is provided 'as is' and it is the Customer's responsibility to satisfy itself that it meets the Customer requirements. It is specifically noted that the Service does not function as and should not be used to replace any alarm or security service. ASK Security does not guarantee the uptimes of the ASK Security Cloud Platform or the authorised ASK Security Reseller if the Reseller is a mobile phone operator.



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7. USE OF THE APP

Customers may not: (i) modify, disassemble, decompile or reverse engineer the App; (ii) rent, lease, loan, resell, distribute or otherwise transfer the App to any third party; (iii) make any copies of the App; (iv) remove, circumvent, disable, damage or otherwise interfere with security-related features of the App, features that prevent or restrict use or copying of any content accessible through the App, or features that enforce limitations on use of the App; or (v) delete the copyright and other proprietary rights notices on the App.

8. PERSONAL INFORMATION

ASK Security is a responsible party for purposes of the processing of Personal Information in the course of rendering the Services, as provided for by the Protection of Personal Information Act of 2013 ("POPIA").

ASK Security conforms to POPIA in terms of the collection, use and retention of Personal Information. In this regard, please refer to the ASK Security Privacy Policy, which can be found at: <https://www.asksecurity.co.za>

9. INTELLECTUAL PROPERTY

All content, trademarks, and data on this App, including but not limited to software, databases, text, graphics, icons, links, private information, designs, and agreements, are the property of or under licence of ASK Security. As such they are protected by local and international legislation and agreements.

10. ARBITRATION

In the event of any dispute or difference arising between the Parties hereto relating to or arising out of this Agreement, including the implementation, execution, interpretation, rectification, termination or cancellation of this Agreement, the Parties shall forthwith meet to attempt to settle such dispute or difference, and failing such settlement within a period of sixty (60) days, the said dispute or difference may be submitted to arbitration on an informal basis in accordance with the provisions of the Arbitration Foundation of Southern Africa, which arbitration proceedings shall be held in Cape Town or such other place as the Parties may agree.

11. NOTICES

The Customer agrees that ASK Security may provide notice to the Customer by sending it to the email address associated with the Customer's registered account. All notices to ASK Security must be sent to the following email address: support@asksecurity.co.za

12. GENERAL

Should any of the terms and conditions be breached by a Customer, ASK Security, at its sole discretion reserves the right to suspend, alter or terminate Customer registration and access to the App and the Services. Should any part of these terms and conditions be held by a court of competent jurisdiction to be unenforceable, the validity and enforceability of the remainder of the terms and conditions shall not be affected. Customers' use of this App is solely at Customers' own risk and subject to all applicable laws governed by South Africa. Should Customers outside of this jurisdiction access the App, they do so at their own risk and are responsible for compliance with applicable local laws and regulations.

These terms and conditions constitute the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded herein. Any indulgence of whatsoever nature granted by ASK Security shall not be construed as a waiver or variation of any of our rights or remedies.

ASK Security reserves the right to reference the Customer in marketing materials, on websites, in discussions, case studies and white papers and this right will continue even after termination of this Agreement.