

## TERMS OF USE

### VUMACAM PLATFORM AS A SERVICE

#### ("Terms of Use")

## 1. INTRODUCTION

- 1.1. We are a video surveillance infrastructure and associated software platform provider which, in addition to such services, also provide maintenance and support in relation thereto ("our Services").
  - 1.1.1. Vumacam's video surveillance infrastructure is place strategically across regions of South Africa; and
  - 1.1.2. Our Services allow for video recordings of public spaces, via our Platform.
- 1.2. As such, you wish to subscribe to our Platform (and our Services), and these Terms of Use will govern the following main elements thereof:
  - 1.2.1. The **purpose** for which you are procuring our Services (as a requirement of POPIA);
  - 1.2.2. **Access** to the Vumacam Platform (as defined below);
  - 1.2.3. **Maintenance and support** relating to our Services.

## 2. DEFINITIONS:

- 2.1. In these Terms of Use:
  - 2.1.1. "**affiliate**" means any other person that, directly or indirectly controls, or is controlled by, or is under common control with, a party, in each case from time to time;
  - 2.1.2. "**business day**" means any day other than a Saturday, Sunday, or holiday (including a public or bank holiday) in the jurisdiction where we are organised;
  - 2.1.3. "**business hours**" means our normal business hours of 08:00 to 17:00 on business days;
  - 2.1.4. "**CCTV**" means closed-circuit television;
  - 2.1.5. "**claim**" means any claim, action, demand, proceeding, litigation, audit, citation, summons, subpoena or investigation of any nature (whether civil, criminal, administrative, regulatory or otherwise) which may be instituted, made, threatened, established or alleged against or otherwise involving a party;
  - 2.1.6. "**day**" means a day counted from midnight to midnight, including all days of the month, Saturdays, Sundays, and public holidays;



- 2.1.7. **“data subject”** means the person to whom personal information relates, in accordance with POPIA;
- 2.1.8. **“downtime”** means any time, reasonably determined by us, during which the system is not capable of being accessed or used by you for reasons other than your own or that of your users. Downtime does not include:
  - 2.1.8.1. service unavailability caused by maintenance of the system;
  - 2.1.8.2. service unavailability caused by events outside our or our personnel’s reasonable control such as loss of electricity, adverse weather conditions, any fibre network outage or vandalism and excludes the failure or unavailability of your facilities or systems such as internet connectivity, any other service or third party used by you to use, connect to, or access the service;
  - 2.1.8.3. any failure by you to comply with our reasonable instructions in relation to the service; or
  - 2.1.8.4. formal and documented orders to comply with applicable laws or requests of governmental entities;
- 2.1.9. **“maintenance”** means scheduled maintenance provided by us to the software to ensure that it conforms to the functional and technical requirements for the software;
- 2.1.10. **“Network”** means the network of connected video surveillance infrastructure which Vumacam deployed, in residential areas, for rendering our Services. For the avoidance of doubt, such infrastructure deployed in city improvement districts and/or industrial areas are, for purposes of these Terms of Use, specifically excluded from the Network;
- 2.1.11. **“non-critical bug”** means any bug, problem, error, or difficulty experienced with the operation of the thing being supported and maintained that does not directly and materially impact the primary operations of your business;
- 2.1.12. **“operator”** means, where applicable and/or relevant, Vumacam (Pty) Ltd being the person that:
  - 2.1.12.1. processes personal information on behalf of the responsible party in terms of a contract or mandate without being under their direct control; and
  - 2.1.12.2. provides these Terms of Use to the responsible party;
  - 2.1.12.3. and those related to it;
- 2.1.13. **“Permitted User”** means an individual who:
  - 2.1.13.1. meets the onboarding requirements set by us from time to time;



- 2.1.13.2. has been provided with **login credentials** by us in order to access the Platform;
- 2.1.13.3. and has undergone **awareness sessions**, as required in terms of section 4 of POPIA.
- 2.1.14. “**personnel**” means any representative, including any director, employee, agent, affiliate, consultant, or contractor;
- 2.1.15. “**personal information**” means any information about a living human being or an existing company, close corporation, or other juristic person, provided that the human being or juristic person is capable of being identified. For purposes of Terms of Use, the most common personal information that will be relevant is:-
  - 2.1.15.1. **biometric information** relating to an identifiable, living, natural person (i.e. a person’s physical characteristics); and/or
  - 2.1.15.2. **identifying numbers** relating to an identifiable, living, natural person (i.e. a vehicle license plate number).
- 2.1.16. “**Platform**” means the Vumacam **Proof360 Platform**, a proprietary software platform which is a combination of Vumacam’s video management platforms and safe detection technology software, for the time being, or any such similar platforms which Vumacam may elect to replace it with. Such software will allow for the management, storage and retrieval of footage recorded by the Network, as well as automatic license plate numbering;
- 2.1.17. “**POPIA**” means the *Protection of Personal Information Act*, No. 4 of 2013, as amended;
- 2.1.18. “**processing**” means doing anything with personal information, including gathering it, disclosing it, or combining it with other information, as more fully described in POPIA. For purposes of our Services and these Terms of Use, processing will mean the video recording of personal information, as described herein;
- 2.1.19. “**Private Security Act**” means the Private Security Industry Regulation Act, No. 56 of 2001, as amended;
- 2.1.20. “**PSiRA**” means the Private Security Industry Regulatory Authority established in terms of section 2(1) of the Private Security Act;
- 2.1.21. “**reasonable practice or reasonable standards**” means the reasonable practices or standards within the industry taking into consideration all applicable factors, including but not limited any lack of binding legislation, regulations or common law, and the novelty of the services being provided in accordance with these Terms of Use;



- 2.1.22. **“related”** and **“related persons”** means natural and juristic persons who are connected to one another in the manner contemplated in the South African Companies Act 2008, where the context allows;
- 2.1.23. **“region”** means an administrative area, division or district
- 2.1.24. **“responsible party”**, means the person who determines the purpose (‘why’) and means (‘how’) of processing the personal information alone or in conjunction with others;
- 2.1.25. **“sign”** means the handwritten signature or an electronic signature that the parties agree to use, of each of the parties’ duly authorised representatives
- 2.1.26. **“support”** means unscheduled, ad hoc remedial support provided by us to address a problem;
- 2.1.27. **“tax”** means any:
  - 2.1.27.1. tax (including value added tax, income taxes, pay-as-you-earn tax or other taxes levied in any jurisdiction);
  - 2.1.27.2. duty;
  - 2.1.27.3. tariff, rate, levy; or
  - 2.1.27.4. any other governmental charge or expense payable;
- 2.1.28. **“VAT”** means value-added tax as levied from time to time in terms of the Value-Added Tax Act, No 89 of 1991; and
- 2.1.29. **“VMaaS”** means system integrated Video Management as a Service providing secure access to CCTV surveillance footage in public spaces in an agreed designated area, enabling live video coverage and access to archived video logs originating from within the designated area, via a video management system over the public internet;
- 2.1.30. **“we”, “us”, or “our”** means VumaCam, the service provider;
- 2.1.31. **“writing”** means the reproduction of information or personal information in physical form or any mode of reproducing information or personal information in electronic form that the parties agree to use, but excludes information or personal information in the form of email; and
- 2.1.32. **you, or your** means our customer who signs up to use our services.

### 3. INTERPRETATION

The following rules apply to the interpretation of the Terms of Use:



- 3.1. reference headings – clause and subclause headings are for reference only and do not affect interpretation;
- 3.2. non-exhaustive lists – whenever a clause lists specific examples or items following a listing word, such as ‘including’, ‘includes’, ‘excluding’, or ‘excludes’, they will not limit its scope;
- 3.3. undefined words or phrases – all words or phrases that these Terms of Use does not define have their ordinary English meaning;
- 3.4. references to enactments – references to any enactment include it as re-enacted, amended, or extended;
- 3.5. references to people – references to a person includes a natural and juristic person;
- 3.6. references to parties – references to a party includes their successors or permitted assigns;
- 3.7. number of days – when any number of days is prescribed, the first day will be excluded and the last day included; and
- 3.8. no interpretation against the draftsman – the rule of construction that a document must be interpreted against the party responsible for its drafting or preparation does not apply.

#### **4. ONBOARDING**

- 4.1. The Parties agree that this onboarding process may continue for an unknown period due to multiple variables inherent to the onboarding process, but the onboarding process shall be considered complete upon the following criteria having been complied with and us providing you with full access to the Platform and services subsequent to you providing us with the below information:
  - 4.1.1. Current connection at the control room
  - 4.1.2. Internet Bandwidth (Download and Upload speed)
  - 4.1.3. ISP Network type (Fibre, ADSL, LTE, Radio link or none)
  - 4.1.4. ISP provider
  - 4.1.5. Operator stations
  - 4.1.6. Number of PCs that will be utilized for the Vumacam platforms.
  - 4.1.7. Specifications of the PC’s operating system, this will have bearing on the installation of local applications or RDP services to Vumacam platforms. (Remote desktop protocol)
  - 4.1.8. Interconnect or VPN will be determined by the ISP connectivity options and expected load on the network multiplied by the specifications of the operator station/s.



- 4.1.9. We require for SPECCY (<https://www.ccleaner.com/speccy/download/standard>) and Anydesk (<https://anydesk.com/en>) or Teamviewer (<https://www.teamviewer.com/en/>) to be installed to enable for our Information Systems department do remote assessments of each operator station PC.

## 5. CONDITIONS PRECEDENT:

- 5.1. Notwithstanding the acceptance of the Terms of Use, it shall only come into effect upon the following:-

- 5.1.1. Successful onboarding of your organisation in line with clause 4 above;
- 5.1.2. Conclusion of an **Operator**/Data Sharing Agreement between the Parties;
- 5.1.3. Acceptance of **Vumacam's Search Policy**, attached hereto as Annexure A;
- 5.1.4. Confirmation from your Information Officer that **awareness sessions** in respect of POPIA have been conducted with all Permitted Users.

## 6. PURPOSE OF SUBSCRIBING TO THE VUMACAM SERVICES

- 6.1. You are either:

- 6.1.1. a governmental institution, tasked with, *inter alia*, economic development, community safety, infrastructure development and roads and transport;
- 6.1.2. a private security service provider in terms of the Private Security Act and authorised as such by PSIRA;
- 6.1.3. an institution seeking to process personal information for purposes of:-
  - 6.1.3.1. carrying out actions for the conclusion or performance of a contract to which a data subject is party (section 11(1)(b) of POPIA);
  - 6.1.3.2. processing complies with an obligation imposed by law on the responsible party (section 11(1)(c) of POPIA);
  - 6.1.3.3. processing protects a legitimate interest of the data subject (section 11(1)(d) of POPIA);
  - 6.1.3.4. processing is necessary for the proper performance of a public law duty by a public body (section 11(1)(e) of POPIA); or
  - 6.1.3.5. processing is necessary for pursuing the legitimate interests of the responsible party or of a third party to whom the information is supplied (section 11(1)(f) of POPIA).

("Your Services").



- 6.2. The purpose of subscribing to our Services is to enable you to provide Your Services to the public in an efficient manner and to ensure that the areas within your jurisdiction are connected with all other areas in the Network (“the Purpose”). The Purpose shall at all times be in pursuit of community safety, infrastructure development, roads and transport, economic development, as well as such other mandates which you hold by virtue of the Constitution of the Republic of South Africa.
- 6.3. You acknowledge and understand that the footage and images obtained from the video surveillance infrastructure and software is defined as ‘personal information’ in terms of POPIA, and that you are a Responsible Party in respect thereof. Clause 9 below will deal with the handling of personal information.

## **7. ACCESS TO THE VUMACAM PLATFORM**

- 7.1. Subject to these Terms of Use, we grant you, and all Permitted Users a non-exclusive, non-transferable, limited subscription to access and use the Platform for the Purpose.
- 7.2. The Platform developed and maintained by us, consists of:
- 7.2.1. Vumacam’s video management platforms; and
  - 7.2.2. safe detection technology software, for the time being, or any such similar platforms which Vumacam may elect to replace it with. Such software will allow for the management, storage and retrieval of footage recorded by the Network, as well as automatic license plate recognition.
- 7.3. **Levels of access to the Platform:**
- 7.3.1. By subscribing to our Services by accepting these Terms of Use, and provided you are not in breach of any such terms, you will have access to the Platform in line with the selected Pricing Tier.
- 7.4. **Usage Rights and Prohibitions**
- 7.4.1. ***Permitted Users:***
- 7.4.1.1. We will only provide Platform access to you or your Permitted Users (where you are a juristic person) on the conditions that you or each one of them will:
    - 7.4.1.1.1. accurately provide us with any information that we ask for on registration or account creation;
    - 7.4.1.1.2. create or have the necessary login details (such as a username and password) assigned to them on registration or account creation;



- 7.4.1.1.3. protect their login details and not share them with any unauthorised persons;
- 7.4.1.1.4. not interfere with or introduce any malicious software to the Platform or otherwise misuse it;
- 7.4.1.1.5. be responsible for any activity that happens under their account, even though another person may have been using their login details;
- 7.4.1.1.6. have the necessary infrastructure, equipment, and software to access the Platform; and
- 7.4.1.1.7. abide by these Terms of Use and any policies that we communicate to them in writing.
- 7.4.1.2. If a Permitted User ceases to meet the above requirements, you will immediately notify us, and such access will be revoked or reassigned.
- 7.4.1.3. You are responsible for ensuring that the Permitted Users comply with all relevant Terms of Use and failure to do so will constitute a breach thereof, by you.
- 7.4.2. ***Permitted Use:***
  - 7.4.2.1. You may only access and use the Platform for the Purpose as stated in clause 6.2.
  - 7.4.2.2. You may not change, hire out, reverse engineer, or copy the software which forms part of the Platform, without our permission.
  - 7.4.2.3. If you have additional access requirements in respect of the Platform, you must submit a verified reason to us in writing. We reserve the right to accept or deny your request and will notify you of our decision.

## **8. THE PLATFORM ACCESS FEE:**

- 8.1.1. A tiered approach is followed in respect of the Platform access fee ("Pricing Tiers"). The Pricing Tiers are set out in more detail in Annexure A hereto.
- 8.1.2. The pricing structure will have the following effect:
  - 8.1.2.1. You may elect to upgrade your Pricing Tier, at any time during the subsistence of these Terms of Use.
  - 8.1.2.2. You may downgrade your Pricing Tier once a year during the existence of these Terms of Use.

## **9. ACCEPTABLE USE OF PERSONAL INFORMATION OBTAINED VIA THE PLATFORM**



- 9.1. As discussed in clause 6.3 above, you will have access to personal information by virtue of your subscription to the Platform. The subclauses of this clause 9 will aim to regulate how you deal with such personal information.
  - 9.1.1. We grant you a royalty free non-exclusive right to use the personal information, subject to these Terms of Use. Only you (and specified, authorised third party recipients) may use the personal information.
  - 9.1.2. We have the right, before or at the time you accept these Terms of Use, to request any and all information, documentation and any other proof which we are reasonably satisfied demonstrates that you are able to comply with your various obligations, both under Terms of Use and in terms of any applicable law or regulation.
  - 9.1.3. You may use the personal information only for the Purpose detailed in clause 6.2. You must obtain our prior written consent, if you wish to use the personal information for any other purpose (or uses) (including any special use) not described in these Terms of Use.
  - 9.1.4. Should you distribute any personal information, you hereby indemnify us against any liability in association therewith and/or any harm or loss suffered by us, as a result of misuse of the personal information, including but not limited to, direct and/or consequential damage to our brand and/or goodwill by you and/or any third party to whom you have disclosed such personal information.
  - 9.1.5. You must take all reasonable steps to keep the personal information we provide to you secure. We may request detail of the security measures you have put in place.
- 9.2. You must keep the personal information confidential and:
  - 9.2.1. protect our interests as well as those of the data subject;
  - 9.2.2. take all appropriate technical and organisational security measures to maintain the confidentiality of the personal information;
  - 9.2.3. only disclose the personal information to Permitted Users as allowed for in these Terms of Use;
  - 9.2.4. obtain promises of confidentiality from your Permitted Users;
  - 9.2.5. and you indemnify us against any claim, loss or damage which we may suffer if you breach any of the above obligations.
- 9.3. You may share the personal information only with third party recipients approved by us in writing. Our approval is subject to the third party fulfilling certain conditions, which may include (but are not limited to) vetting of the third party by us or concluding an agreement directly with the third party. If the third party fails to fulfil its obligations, you will remain fully liable to us for the fulfilment



of your obligations in accordance with these Terms of Use and you indemnify us against any loss or damage that may arise as a result of the misuse of any personal information by any third party with whom you have contracted.

- 9.4. You will immediately notify our Information Officer where there are reasonable grounds to believe that the personal information disclosed to you (or the third-party recipients authorised by Vumacam) has been accessed or acquired by any unauthorised person.
- 9.5. You may (provided you notify us in writing in advance) disclose the personal information if required by law, for the following specific reasons:
  - 9.5.1. in accordance with a judicial, administrative or governmental order;
  - 9.5.2. if lawfully asked to do so by any law enforcement authorities, or
  - 9.5.3. pursuant to a subpoena or court order; and
  - 9.5.4. keep detailed, accurate records of which persons any personal information has been shared with, and the details of such personal information.
- 9.6. Each party indemnifies, defends and holds the other party (and their personnel) harmless against any and all loss, damage, costs and expenses that they may suffer or incur arising directly or indirectly from a failure should a party or their personnel fail to abide by their obligations of confidentiality and non-disclosure.
- 9.7. Each party warrants that they will comply with all applicable international and national laws, rules, codes or standards (including personal information protection or privacy laws) that apply to the personal information. If they change and are still applicable, each party must comply with them, as the case may be.
- 9.8. We may collect, disclose, use, or otherwise process personal information in order to provide our Services to you.
- 9.9. You will not process the personal information for any purpose than for the Purpose detailed in clause 6.2
- 9.10. Both parties will establish and maintain appropriate security measures to secure the integrity and confidentiality of any personal information that is processed for, or used by, you. Such measures shall include, but not be limited to, the minimum standards contemplated in clause 9.11 below.
- 9.11. The parties will take all reasonably necessary steps or measures to prevent any personal information from being accessed by an unauthorised third party. Apart from those technical and organisational security measures that the parties must implement, these measures must include:
  - 9.11.1. information security management systems;



- 9.11.2. physical security;
  - 9.11.3. access control;
  - 9.11.4. encryption during transmission across any publicly accessible network;
  - 9.11.5. security and privacy enhancing technologies;
  - 9.11.6. awareness, training and appropriate security checks in relation to the personnel and Permitted Users;
  - 9.11.7. incident and response management;
  - 9.11.8. business continuity;
  - 9.11.9. all manuals and/or policy documents which may be required in terms of any applicable law;
  - 9.11.10. audit controls; and
  - 9.11.11. due diligence.
- 9.12. You will not own any personal information processed on your behalf by us, and we will, at all times retain ownership and remain in control of all personal information processed on your behalf, subject to your rights to use and access such personal information as specified in these Terms of Use.

## **10. CONFIDENTIAL INFORMATION**

- 10.1. Confidential information is any information that the parties share with one another in these Terms of Use with the intention that the other party should keep it secret, such as personal information, business records, or customer details.
- 10.2. Each party will keep any confidential information it receives from the other party under this these Terms of Use confidential and the receiving party will:
- 10.2.1. protect the other party's interests;
  - 10.2.2. only use it to comply with their responsibilities under these Terms of Use;
  - 10.2.3. only give it to their employees or agents that need it (and only as much as they need);
  - 10.2.4. use reasonable security procedures to make sure their employees or agents keep it confidential;
  - 10.2.5. get promises of confidentiality from those employees or agents who need access to the information;



10.2.6. not reveal the information to anyone else; and

10.2.7. not use it for any purpose other than in accordance with these Terms of Use.

## **11. INTELLECTUAL PROPERTY**

11.1. We or our third-party licensors own all proprietary rights in our Platform and Services and we or they may prosecute you for any violations of those rights.

11.2. Our trademarks are our property and you may not use them without our permission. All other trademarks are their respective owners' property.

11.3. You grant us a non-exclusive and royalty-free licence to use any of your trademarks and copyright works provided we obtain your prior written permission, for each use. This licence expires automatically when these Terms of Use are no longer binding. You retain all rights in your trademarks and copyright works despite this licence.

## **12. NON-SOLICITATION**

Each party will not contract with any of the other party's personnel directly, other than through the aforesaid party, who were involved in providing services under these Terms of Use or for 12 calendar months after its termination.

## **13. INDEMNITY**

Each party indemnifies the other party against any claim for damages by any third party resulting from a breach of its warranties, including all legal costs. Legal costs mean the costs that a lawyer may recover from their client for their disbursements and professional services if permissible under applicable law.

## **14. LIMITATION OF LIABILITY**

We are not liable for any other damages or losses that our Services may cause you.

## **15. SERVICES**

15.1. We grant you a right to use our Services and Platform subject to the following limitations:

15.1.1. you give us permission to monitor how you use them for security and stability purposes; and

15.1.2. you agree that our records are evidence of the services provided to you.

## **16. SUPPORT TIERS**

16.1. The parties agree to adhere to the processes and procedures stipulated under these Terms of Use.



16.1.1. **Support tier one – customer support.** Support level one is your responsibility. You will:

- 16.1.1.1. record and diagnose initial support requests identified by you;
- 16.1.1.2. resolve user errors and handle information requests;
- 16.1.1.3. before logging a service request with our help desk, thoroughly research any problem encountered and will make sure that all the details relating to the problem are available to disclose to our help desk.

16.1.2. **Support tier two – help desk support.** Our help desk provides a single point of contact for you to use for placement of support requests. Only your designated personnel may make support requests to our help desk. The process for making support requests is detailed below:

- 16.1.2.1. Your support resource will place a support request on our help desk, stating the necessary information. You must place the support request in writing, either via email or on our website portal in order to lodge a ticket.
- 16.1.2.2. Upon receipt of the service request, our help desk will evaluate the support request and communicate its appraisal to you, including its support request level and a unique log number, and will communicate this to you. If a support request does not fall within the scope of the services, then the request will be added to your wish list and dealt with in a separate order.
- 16.1.2.3. Support requests will be scheduled according to the level of support request assigned by us and agreed upon scheduled release date. You must prioritise tasks that fall within the same category.
- 16.1.2.4. Our help desk will operate on the principle of “no number, no call”, meaning that no support levels will apply to any call for which your support resource does not acquire a unique log number. Exceptions may be made at our discretion in event of Level 1 and Level 2 severity problem.
- 16.1.2.5. If there is a problem meeting the stipulated target times our help desk will inform you of the anticipated rectification date.
- 16.1.2.6. Once a service request has been resolved, our help desk will inform your support resource. Your support resource will within a reasonable period thereafter (having regard to when the problem would reasonably be detected by you again) notify us through our help desk whether the correction was satisfactory to you or not. If we receive no such notice, then we will deem the problem to be corrected to your satisfaction.

16.2. The following table describes the levels of support requests agreed between the parties:



Level no.	Description	Mean response time	Mean time to fix	Personnel
Priority 1	The VMS is inoperable and there is no workaround. Includes a critical bug.  Multiple cameras & poles are inaccessible.	2 business hours	1 business day	CIO
Priority 2	Performance (throughput or response) is substantially degraded under reasonable loads, such that there is a severe impact on its use. It is usable but materially incomplete.  Missing footage, one or more camera is inaccessible. LPR Read quality below 90%	8 business hours	2 business days	Senior Systems Manager
Priority 3	It is usable or it does not threaten your business, but there is a functional deficiency that does not fall within Level 1 or Level 2. Includes an update, support, and non-critical bugs.	24 business hours	5 business	Service Delivery Manager
Priority 4	Enhancements.	Next meeting	Next scheduled release	Support Staff

16.3. The parties may agree to amend any support request level from time to time in writing.

16.4. For the avoidance of doubt, service credits will not apply in circumstances where we are prevented from attending to maintenance or repairs, or from responding to or addressing a query, for reasons or due to elements beyond our reasonable control.

## 17. ADDITIONAL SERVICES



- 17.1. If you require excluded or additional services, the parties will conclude these under a separate agreement.
- 17.2. For the avoidance of doubt, these Terms of Use regulate your access to, and use of, the Platform and those services which are directly related to the Platform. Additional analytics or artificial intelligence software, or any other service which you require over and above what is provided for in these Terms of Use, will be requested by you and paid for in addition to our Services contemplated herein.

## **18. OUR OBLIGATIONS, SERVICE LEVELS AND PERFORMANCE**

18.1. We (and where applicable, our personnel) will:

18.1.1. provide our Services to you:

- 18.1.1.1. with a level of care, skill and diligence, according to reasonable practice and reasonable standards;
- 18.1.1.2. in accordance with these Terms of Use and in compliance with your reasonable instructions;
- 18.1.1.3. subject to the terms of hereof, at our cost and expense: (i) provide or procure the CCTV and other resources necessary to fulfil our obligations and (ii) operate, maintain or upgrade the CCTV infrastructure, CCTV Network and system from time to time, to ensure that they conform to reasonable standards, and are fit for the purpose of providing our Services; and
- 18.1.1.4. not do anything that may risk you losing any licence, authority, consent or permission that you rely on to conduct business.

18.2. If we rely on any technology or other services to perform our Services, we undertake to, without additional charge to you, use reasonable commercial efforts to make such corrections, additions, modifications, or adjustments to the technology, other services or related documentation that is necessary to ensure the technology operates as it should, and will conform to any applicable specifications (manufacturer, developer, warranty or otherwise).

## **19. VMAAS PLATFORM OBLIGATIONS**

19.1. We will implement and adhere to reasonable practices regarding management and implementation of the Platform. We will configure and implement a specific instance of the Platform for you according to the specifications requested, where reasonably practicable.



- 19.2. You are responsible for ensuring that the list of authorised users who are able to use the Platform is always up to date. This includes your obligation to advise us of any authorised user who is no longer authorised to use the Platform, for any reason whatsoever in order to enable us to update and/or remove inactive or unused profiles.
- 19.3. You are responsible for getting and maintaining any equipment, software, infrastructure, or ancillary services necessary to connect to, access, or otherwise use the Platform. We will provide the minimum specification for the access necessities.
- 19.4. Each Permitted User is responsible and liable for activities that occur under their account. You authorise us to act on any instruction given by a Permitted User, even if it transpires that someone else has defrauded both of us, unless you have notified us in writing prior to us acting on a fraudulent instruction. We are not liable for any loss or damage suffered by you attributable to Permitted User's failure to maintain the confidentiality of their login details and you hereby indemnify us against any claim for loss or damages which we may suffer as a result of any authorised user mishandling or misusing any footage which we have provided to you, alternatively should an unauthorised user in your employ or under your control or supervision access the Platform.
- 19.5. In respect of all video recordings, screenshots, footage or images collected or recorded in the designated area in relation to our Services (footage), you must ensure that you comply with all applicable laws and you indemnify us against any breach, improper or unauthorised usage relating to any footage provided by us to you.

## **20. INSURANCE**

- 20.1. You will, at your own cost, take out and maintain adequate insurance cover to meet any liability under these Terms of Use with a reputable insurance company. If we ask for it, you will produce proof:
  - 20.1.1. that the insurance policy exists;
  - 20.1.2. that you are paying all premiums; and
  - 20.1.3. that the insurance policy is in full force and effect.
- 20.2. You will remain liable to us for any loss or damage caused to us as a result of you providing the Your Services, or a breach of any warranties, which is not recoverable from the insurer or which the operator suffers or incurs as a result of no or insufficient insurance cover for any reason. The insurance cover will prohibit the substitution of another party without the written consent of the insurer and the operator.

## **21. BREACH**

- 21.1. We may immediately suspend your right to use the Services if:



- 21.1.1. you try to gain unauthorised access to them;
- 21.1.2. you attempt a denial-of-service attack on any of our Services;
- 21.1.3. you seek to hack or break any security mechanism on our Platform or access data outside of that which belongs to your organisation;
- 21.1.4. we determine in our sole discretion that your use of the Platform poses a security threat to us, or to any other user of the Platform;
- 21.1.5. we determine in our sole and absolute discretion that you have allowed, or are currently allowing, unauthorised individuals to access the Platform;
- 21.1.6. we determine in our sole discretion that any person within your organisation, whether an authorised person or not, has attempted to download, capture, record or in any other way copy or store any footage or images from the Platform without our express, prior written consent;
- 21.1.7. you otherwise use the Platform in a way that disrupts or threatens our Services;
- 21.1.8. we determine, in our sole discretion, that there is evidence of fraud with respect to your account;
- 21.1.9. we receive notice, or we otherwise determine, in our sole discretion, that you may be using the Platform for any illegal purpose or in any way that breaches the law or infringes the rights of any third party;
- 21.1.10. we determine, in our sole discretion, that our provision of any of our Services to you is prohibited by applicable law, or has become impractical or infeasible for any legal or regulatory reason; or
- 21.1.11. for any other reason that we determine is reasonable within our exclusive discretion.

## **22. TERMINATION**

### **22.1. We may need to terminate these our Services:**

- 22.1.1. Immediately if we have to terminate to comply with any applicable law or governmental regulation which may exist or be passed from time to time or if you have manifestly failed to comply with any requirement of POPIA or any similar law or regulation. In such an event, we will give you as much notice as reasonably possible in writing; or
- 22.1.2. On 90 (ninety) days' written notice for any reason in which event the Parties shall return to the status quo ante, save for the fact that you shall be liable, in terms of the pro-rated fees, for any of our Services successfully rendered up until and including the termination date.



- 22.2. We will stop providing our Services and revoke access to the Platform, and we may erase your data on termination, cancellation, or expiry of these terms.

## **23. DISPUTE RESOLUTION**

- 23.1. Either party may inform the other in writing if there is a dispute. The parties must first try to negotiate to end the dispute, then enter into mediation if negotiation fails, and finally go to arbitration if mediation fails. If they go to arbitration, they will agree in writing on a recognized and appropriate forum for arbitration that is accessible to both parties.
- 23.2. If negotiation fails, we may, at our election, refer the dispute to mediation under AFSA's rules. AFSA means the Arbitration Foundation of Southern Africa (or its successor or body nominated in writing by it in its stead). You are required to refer any dispute to the relevant South African court with jurisdiction to hear the dispute.
- 23.3. If mediation fails, the parties must refer the dispute within 15 business days to arbitration (including any appeal against the arbitrator's decision) under AFSA's latest rules for expedited arbitrations. The arbitration will be held in English in Johannesburg. The parties will agree and appoint one arbitrator. If the parties cannot agree on the arbitrator within 10 business days after the referral, the Secretariat of AFSA will appoint the arbitrator.
- 23.4. Notwithstanding the above, should we elect to pursue any claim in any South African court of competent jurisdiction, we will be entitled to in our sole and absolute discretion.

## **24. GENERAL**

- 24.1. South African law governs these Terms of Use.
- 24.2. The parties will send all notices to each other's email addresses and choose their respective street addresses as their service addresses for all legal documents. The parties may change either address on 14 calendar days written notice to the other.
- 24.3. Neither party is responsible for breach of these Terms of Use caused by circumstances beyond human control, but the other party may cancel on written notice to the other if the circumstances persist for more than 60 calendar days.
- 24.4. You permit us to initiate periodic audits, including, but not limited to financial audits, on you to determine your compliance with these Terms of Use, subject to 30 calendar days prior notice from us. You grant us (or our appointed representative) access (and give necessary assistance) to inspect, audit, and review the services. You allow us to take copies of any necessary documents or records regardless of its form.
- 24.5. You may not assign these Terms of Use to any other person. As may become necessary in the ordinary course of our business, we may assign these Terms to any successor or purchaser of our



business or some of our assets with prior written consent, which may not unreasonably be withheld. Further, we are entitled to assign and delegate all our rights and obligations under these Terms to any of our group or related companies as part of a legal restructuring, without having to obtain your consent.

- 24.6. We may cede these Terms or the rights and obligations hereunder to a related person, once we have obtained your prior written consent, which consent may not be unreasonably withheld or delayed.
- 24.7. We will notify you of any changes to these Terms of Use by email.
- 24.8. Any favour or indulgence which may be allowed by either party will not affect any of the rights of the other party.
- 24.9. Any term that is invalid, unenforceable, or illegal may be removed from these Terms without affecting the rest of it.
- 24.10. You consent to the jurisdiction of the Magistrate's Court in respect of any action or proceedings that we may bring against you in connection with these Terms, even if the action or proceedings would otherwise be beyond its jurisdiction without prejudice to our right to institute any action in any other court having jurisdiction.



## ANNEXURE A:



### VUMACAM SEARCH POLICY

#### 1. PREAMBLE

1.1. Vumacam provides real-time video surveillance management services, for the purposes of crime prevention and monitoring, to, *inter alia*:

1.1.1. South African Law enforcement agencies;

1.1.2. The private security industry; and

1.1.3. The short-term insurance industry.

("the Services").

1.2. As part of the offering in respect of the Services, Vumacam has developed the capability to search license plate recognition ("LPR") and video content ("Search").

1.3. Vumacam's Services are governed by, amongst others, the Protection of Personal Information Act, 2013 and Search is subject to such provisions.

#### 2. PURPOSE

2.1. The purpose of this Policy is to outline what constitutes acceptable and fair usage in respect of Vumacam's Search Functionality.

2.2. The potential exists that, without this Policy, Users could:

2.2.1. misuse the Personal Information obtained by using the Search functionality;

2.2.2. use Search in such a way that may jeopardise the performance of Vumacam's systems.

2.3. It is vital to apply the below principles, as well as internal security measures in all environments where the Search Functionality can be accessed, to protect the confidentiality, integrity, availability, and access to the Search Functionality.



### 3. SCOPE

- 3.1. This Policy applies to all Users of the Platform, as authorised, in writing, by Vumacam.
- 3.2. This Policy does not apply to the authorised employees of Vumacam, who, in the course of performing their duties, have to access and use the Search Functionality to conduct testing and attend to further development of the current technology.

### 4. DEFINITIONS

- 4.1. “**I.O**” means the Organisation’s appointed information officer as required in terms of POPIA;
- 4.2. “**LPR**” means license plate recognition;
- 4.3. “**Network**” means the entire network of connected CCTV cameras which Vumacam deployed for purposes of rendering the Services;
- 4.4. “**Organisation**” means those entities listed in 1.1 to whom Vumacam provides the Services and by whom the Operators and Users are employed;
- 4.5. “**Personal Information**” as defined in POPIA;
- 4.6. “**Platform**” means a combination of Vumacam’s video management and license plate recognition platforms, intelligent analytic software and its associated user interfaces which allows for the management, storage and retrieval of content recorded by the Network;
- 4.7. “**Policy**” means this Search Policy, as may be updated by Vumacam from time to time;
- 4.8. “**POPIA**” means the Protection of Personal Information Act, 2013;
- 4.9. “**PSIRA**” means the Private Security Industry Regulatory Authority established in terms of section 2(1) of the Private Security Act;
- 4.10. “**Search Functionality**” means the search functionality which is enabled on the Platform which allows the user thereof to conduct permitted searches across the Network, including:
  - 4.10.1. searches VOI’s; and
  - 4.10.2. a vehicle appearing in the images/recorded footage which can be traced to a specific camera during a specific time frame;
  - 4.10.3. license plates or other characteristics of a specific vehicle;



- 4.10.4. characteristics of objects identified within image/video content captured/recorded via the Platform;
- 4.11. **“User”** means the user of the Platform, which has been authorised to access the Platform, with relevant login credentials, who will be using the Search Functionality and includes:
  - 4.11.1. Operator private security service provider, accessing the Platform and performing a Search, registered as such in terms of PSIRA;
  - 4.11.2. Short term insurance providers;
  - 4.11.3. Members of Business Against Crime South African ("BACSA");
  - 4.11.4. Law enforcement
- 4.12. **“VOI”** means a vehicle of interest. Such a vehicle is suspected to be involved in crime or crime related activities and will be of special interest to law enforcement authorities.

## **5. POLICY**

- 5.1. As a requirement for Search access, and as a component of the implementation of security measures to ensure the integrity and confidentiality of personal information, all Users will be required to provide signed acceptance of this Policy, confirming such User acknowledgement that he/she is bound by all provisions in this Policy.
- 5.2. Compliance with the provisions of this Policy is a combined effort that requires Users to act responsibly in accessing the Platform and conducting Search, as well as to guard it against misuse.
- 5.3. Each User has an obligation to abide by all standards of acceptable and ethical use as described in this Policy. Each User must, inter alia,:
  - 5.3.1. protect the access to the Platform and the Search Functionality – not share credentials;
  - 5.3.2. ensure that a Search is conducted in line with the then-applicable standard operating procedures issued by Vumacam and implemented in the environment where the Search Functionality is accessed;
  - 5.3.3. ensure that Search is not conducted for any other purpose than for the purpose that Vumacam’s Services has been obtained; and



- 5.3.4. ensure that the results obtained from a Search is not shared with third parties for purposes other than the purpose as mentioned in 5.3.3 above.

## **6. ACCEPTABLE USES**

- 6.1. The Platform and specifically the Search Functionality, is to be used for the intended purpose only.
- 6.2. The information obtained from conducting a Search, is to be used for the intended purpose only. The information forthcoming from such a search constitutes Personal Information and may not be copied, distributed or edited without the appropriate authorization.
- 6.3. All Searches conducted must be:
  - 6.3.1. In line with the purpose for which you have enlisted Vumacam's services;
  - 6.3.2. Accompanied by an accurate description of why the Search is conducted.

## **7. UNACCEPTABLE USAGE**

- 7.1. Although an exhaustive list of the ways in which the Platform and Search can be misused, cannot be provided in this Policy, the following unacceptable usages are specifically noted:
  - 7.1.1. Using Search to track and trace an individual for purposes not in line with Vumacam's Services.
  - 7.1.2. No information or images obtained by conducting a Search may be posted on social media, without the prior authorization of Vumacam and the Organisation.
  - 7.1.3. Using the Search Functionality to locate or track vehicles in real time.

## **8. VIOLATIONS/BREACH**

- 8.1. It is a violation of this Policy to conduct a Search which search has not followed the standard operating procedures as referred to in 5.3.2.
- 8.2. All Operators and Users are required to keep all login details to the Platform confidential and may not share this information with any other individual.
- 8.3. Any violation of the provisions of this Policy may result in suspension or terminations of the Services provided to the Organisation.



- 8.4. The I.O will receive a report of all LPR searches conducted by the Operators and/or Users in an Organisation. It is the responsibility of each I.O to ensure that such searches were done in accordance with the provisions contained in this Policy.
- 8.5. As an additional security measure, Vumacam reserves the right to audit the Organisation's use of Search.

## **9. REVIEW:**

- 9.1. This Policy will be reviewed from time to time in order to ensure ongoing compliance with POPIA, but such revisions will take place at least annually.
- 9.2. More frequent review may be required in order to address
  - 9.2.1. exceptional circumstances;
  - 9.2.2. organisational change; or
  - 9.2.3. relevant changes in legislation or guidance.

Vumacam undertakes to ensure that any amendments hereto are communicated to the relevant parties and any other persons who may be affected by this Policy.

## **VERSION CONTROL**

Last updated **March 2022**.

## **RESPONSIBLE PARTY DECLARATION**

I, [ ], have read and understood the terms of the Search Policy and I agree thereto. I acknowledge that failure to comply with the terms of this Policy may result in legal action.



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For and on behalf of the Responsible Party

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Date signed