



# General Terms and Conditions

## GENERAL TERMS AND CONDITIONS

### 1. MEANINGS OF CERTAIN WORDS AND PHRASES

In the Contract, unless inconsistent with the context or expressly stated otherwise, the words and phrases set out below shall mean the following when capitalised herein:

- 1.1. "Business Day" means Monday to Friday, excluding Saturday, Sunday or public holidays as defined under the Public Holiday Act, 36 of 1994;
- 1.2. "Cancellation Charge" means an amount due immediately on demand calculated as the rental charges multiplied by the amount of days still remaining in the Initial Period or any subsequent Renewal Period;
- 1.3. "Charges" means the amounts payable to Guardian Eye as set out in a Quote;
- 1.4. "Confidential Information" means all information, in whatever form, which: (i) relates to a Contract; (ii) is clearly designated as confidential by either Party; (iii) constitutes Personal Data of the Customer; (iv) is retrieved from the Guardian Eye Portal; or (v) relates to the business, affairs, networks, customers, products, services, developments, trade secrets; know-how and personnel of either Party and which may reasonably be regarded as the confidential information of the disclosing party;
- 1.5. "Consumer" means a Customer who is a consumer as defined in the CPA; and "Individual Consumer" means a Consumer who is a natural person;
- 1.6. "Contract" means collectively, the documents with headings "Subscriber Agreement"; "Quote"; "General Terms and Conditions"; "Product Specific Terms and any annexures or addenda thereto";
- 1.7. "CPA" means the Consumer Protection Act, 68 of 2008 and regulations published in terms thereof, as amended or replaced from time to time;
- 1.8. "Customer" means the person described in a Subscriber Agreement;
- 1.9. "Due Date" means the date on which any amounts owed by the Customer to Guardian Eye in respect of Equipment become due and payable, and which date is reflected on the invoice;
- 1.10. "Embedded Software" means any computer program embedded in the Equipment;
- 1.11. "Fixed Term Agreement" refers to a Subscriber Agreement in terms of which Equipment or Services will be provided for a duration longer than 1 (one) month;
- 1.12. "General Terms" means these general terms and conditions without the Subscriber Agreement, or Quote, but including any addendum to these General Terms;
- 1.13. "Equipment" means the equipment supplied to Customer by Guardian Eye, as listed in the Quote or Subscriber Agreement;
- 1.14. "Services" means the services supplied to Customer by Guardian Eye, as listed in the Quote or Subscriber Agreement;
- 1.15. "Interest Rate" means an annual rate equal to 5% (five per centum) above the prime lending rate charged by Guardian Eye- bankers, calculated daily and capitalised monthly;
- 1.16. "Parties" means Guardian Eye and the Customer and "Party" means either Guardian Eye or Customer, as the context requires;
- 1.17. "Personal Data" means all identifiable personal details conveyed to Guardian Eye by Customer for lawful processing;
- 1.18. "Product Specific Terms" means the respective terms and conditions applicable specifically to the supply of Equipment and/or Services;
- 1.19. "Quote" means a quotation issued by Guardian Eye to the Customer in terms of which Guardian Eye offer the sale or rental of Equipment or Services at a stated price, under the conditions specified in such quotation;
- 1.20. "Renewal Period" means a period of 12 (twelve) months, which period will start on the day following the last day of the Rental Period;
- 1.21. "Rental Period" means the number of months applicable to a Fixed Term Agreement, as specified in such Fixed Term Agreement and which for any avoidance of doubt will be limited in the case of a Consumer, to a maximum of 2 (two) years;
- 1.22. "Service" means an intangible deliverable or access to infrastructure; as more fully described in the Quote and applicable Service Specific Terms;
- 1.23. "Subscriber Agreement" means Guardian Eye's order document describing the Customer, the Equipment to be provided, and other administrative data;
- 1.24. "Guardian Eye" means Guardian Eye (Pty) Ltd, registration number 2021/112784/07, a private company incorporated in terms of the laws of the Republic of South Africa;
- 1.25. "Guardian Eye Portal" any Guardian Eye system(s) with web-based access which the Customer and its authorised employees, agents and representatives may access to, amongst other things: (a) view measurement data of selected Equipment; (b) have access to control panels and management interfaces to the Equipment; (c) process the termination of Contracts (in part or in whole);
- 1.26. "Business Hours" means from 08:00 to 17:00 on Business Days;

### 2. INTERPRETATION

Unless inconsistent with the context or expressly stated otherwise, the following rules shall be used to interpret and understand the provisions of the Contract:

- 2.1. Words importing the singular shall include the plural and vice versa;
- 2.2. Words denoting persons shall include natural human beings, legal entities, and unincorporated associations of persons, and vice versa;
- 2.3. The headings in these General Terms are for convenience only and shall not affect their interpretation;
- 2.4. When several days are provided for between the happening of one event

and another, the number of days must be calculated by: -

- 2.4.1. excluding the day on which the first such event occurs;
- 2.4.2. including the day on or by which the second event is to occur; and
- 2.4.3. excluding any day that is not a Business Day;
- 2.5. References to clauses and schedules are references to clauses and schedules of these General Terms;
- 2.6. Any reference to a "day" is a reference to a calendar day unless otherwise expressly stated herein;
- 2.7. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of General Terms;
- 2.8. The expiration or termination of any or all Subscriber Agreements shall not affect such of the provisions of these General Terms which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 2.9. The rule of construction that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply; and
- 2.10. In the event of a conflict between any provision(s) of these General Terms, a Subscriber Agreement, associated Product Specific Terms and/or associated quote(s), the following order of precedence shall apply:
  - 2.10.1. Product Specific Terms; then
  - 2.10.2. Subscriber Agreement; then
  - 2.10.3. General Terms; then
  - 2.10.4. Quote.

### 3. FUNCTION OF THE GENERAL TERMS

- 3.1. These General Terms govern the provision of Equipment and Services by Guardian Eye to the Customer.
- 3.2. If Guardian Eye and the Customer conclude multiple Subscriber Agreements, but only one set of General Terms, then that set of General Terms will apply to all such Subscriber Agreements, regardless of whether the system generated contract numbers on the documents are not the same.
- 3.3. If Guardian Eye and the Customer conclude multiple Subscriber Agreements, each with its version of General Terms, then the General Terms will apply only to the relevant Subscriber Agreement – as evidenced by the system generated contract number.

### 4. DURATION, RENEWAL AND TERMINATION FOR CONVENIENCE

#### Commencement, duration, and renewal of the Contract

- 4.1. The Contract will become binding on the Parties on the date when Guardian Eye has accepted and processed the Subscriber Agreement or notified the Customer that it has agreed to provide the Customer with the Equipment set out in a Subscriber Agreement
- 4.2. Unless terminated earlier by either of the Parties for cause on the grounds permitted herein, a Contract will continue to be binding on each Party in respect of:
  - 4.2.1. Equipment purchased: up to the date on which both delivery and payment have taken place, subject to the survival of any applicable warranty provisions; or
  - 4.2.2. Equipment rented or Services: up to the end of the Rental Period or any Renewal Period.
- 4.3. In respect of a Fixed Term Agreement and where the Customer is a juristic person, the Customer must:
  - 4.3.1. give Guardian Eye written notice of its election not to renew the Contract at least 90 (ninety) days before the expiration of the Rental Period or a subsequent Renewal Period; or
  - 4.3.2. conclude a revised Subscriber Agreement;
  - 4.3.3. failing which the Contract shall automatically renew for the Renewal Period.

#### Termination of a Fixed Term Agreement by an Individual Consumer without cause

- 4.4. Where an Individual Consumer has concluded a Fixed Term Agreement, the Individual Consumer will have the right, at any time but subject to payment of the Cancellation Charge, to terminate the Fixed Term Agreement without cause and for convenience, at any time, by giving Guardian Eye at least 20 (twenty) Business Days' written notice of its election to terminate the Fixed Term Agreement.
- 4.5. On receipt of the termination notice Guardian Eye will advise the Individual Consumer of the amounts which are still owed by it to Guardian Eye, including all the arrear amounts owing to Guardian Eye in terms of the Contract up to date of termination and the Cancellation Charge. The Individual Consumer will pay Guardian Eye such amounts by the Due Date.

### 5. INSTALLATIONS

#### Site Surveys

- 5.1. Certain Equipment may require an assessment of the suitability of the Customer's premises and facilities (collectively the "Site") to support the installation of the Equipment. Where this is necessary, in Guardian Eye's sole discretion, Guardian Eye may request the Customer to complete a Site survey. The Customer may elect to perform the Site survey itself, or request Guardian Eye to do so at the Customer's reasonable cost.



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5.2. Based on the outcome of the Site survey, Guardian Eye shall provide the Customer with a document detailing Site preparation requirement, which shall be regarded as an addendum to the Subscriber Agreement.

5.3. Guardian Eye shall not be liable to the Customer for any loss suffered because of the Customer's failure to (i) conduct the Site survey accurately or comprehensively, or (ii) provide accurate information or any relevant facilities which leads to a delay in installation or any future service repair.

## Ownership of Premises

5.4. If the Customer is not the owner of the Site where Equipment are to be installed or stored, the Customer must at its own cost and expense, and before any installation by Guardian Eye, obtain written permission from the owner of such Site for such installation or storage in a format that Guardian Eye will supply to the Customer. If the Equipment cannot be supplied or installed at the Site due to the Customer's failure to obtain the necessary consent that is to Guardian Eye's satisfaction, then Guardian Eye shall be entitled to recover a Cancellation Charge.

## Installation Procedure

5.5. Installations and deliveries are carried out on Business Days during Business Hours. Additional costs may apply for installations carried out outside of these times at the request of the Customer.

5.6. The Customer shall:

- 5.6.1. ensure that Guardian Eye's accredited installer is given the necessary access to the Site to deliver and/or install the Equipment;
  - 5.6.2. nominate a contact person for the delivery or installation of the Equipment, who must be available for questions concerning the details of the Site and to assist the accredited installer where necessary;
  - 5.6.3. provide Guardian Eye's accredited installer with such assistance and information as reasonably required to install the Equipment at the Site; and
  - 5.6.4. ensure that optimum environmental conditions as may be required for the proper management and/or functioning of the Equipment are provided at the Site, at the Customer's own cost.
- 5.7. Installation lead times are estimates only because they vary based on equipment and resource availability, and the complexity and location of the installation. Therefore, time shall not be of the essence.

## 6. USE OF SOFTWARE

6.1. The Equipment may contain Embedded Software. The Customer is granted a limited right to use such Embedded Software as a basic and necessary part of the Equipment, subject to the Customer:

- 6.1.1. using the Embedded Software only for the purposes for which it is intended as part and parcel of the Equipment;
  - 6.1.2. not reverse engineering, decompiling, modifying, tampering with, amending, enhancing, copying, selling, leasing, licensing, sub-licensing or otherwise dealing with the Embedded Software or any part, variation, modification, release or enhancement thereof, nor having or attempting to have any software or any program written or developed for it based on the Embedded Software; and shall not permit anyone else to do or attempt to do any of the foregoing;
  - 6.1.3. not, at any time in any way, questioning or disputing the ownership of the Embedded Software or infringing or prejudicing any rights of Guardian Eye or its licensors in and to the Embedded Software.
- 6.2. Other than as set out in clause 6.1 above, no rights in and to the Embedded Software, nor any upgrades, updates, modifications and/or variations thereto are granted or assigned to the Customer and all such rights shall vest in Guardian Eye or its licensors.

## 7. GUARDIAN EYE PORTAL

Where Guardian Eye offers Customer access to a Guardian Eye Portal:

- 7.1. Information pertaining to certain Equipment or Services and/or the Customer's account may be available on the Guardian Eye Portal. In such event, Guardian Eye grants to the Customer for the duration of the Contract:
  - 7.1.1. a limited, non-exclusive, non-transferable right to access the Guardian Eye Portal, subject to the conditions set out in clause 7.2; and
  - 7.1.2. access to the Guardian Eye Portal through an approved User ID or other authentication mechanism provided by Guardian Eye to the Customer.
- 7.2. The right of access granted in clause 7.1 is subject to the following conditions:
  - 7.2.1. any adjustments to Equipment or Services purchased from Guardian Eye shall be binding on the Customer, and Customer assumes full responsibility for any payment obligations arising out of modifications made in the Guardian Eye Portal;
  - 7.2.2. the Customer acknowledges that the documentation and information accessible by the Customer through the Guardian Eye Portal shall be deemed to be classified as Confidential Information of Guardian Eye and, as such, disclosure and use of such documentation and information shall be governed by the provisions of clause 15;
  - 7.2.3. the Customer shall take all necessary steps to maintain the security and integrity of all User IDs issued to it and used in connection with the Customer and/or its authorised users accessing the Guardian Eye Portal;
  - 7.2.4. the Customer shall inform Guardian Eye if Customer has any reason to believe that a User ID used in connection with accessing the Guardian Eye Portal has or is likely to become known to someone not authorised to use it or is being or is expected to be used in an unauthorised way;

7.3. Guardian Eye reserves the right to suspend the Customer's User ID(s) access to the Guardian Eye Portal if at any time Guardian Eye reasonably considers, after consulting with the Customer whenever practicable, that there has been or is likely to be a breach of security in respect of a User ID. Guardian Eye may issue replacement User IDs or cease suspension when Guardian Eye is satisfied that the breach of security or threat of breach of security is resolved; and

7.4. the Customer understands that Guardian Eye may amend User IDs periodically to prevent unauthorised access to the Guardian Eye Portal and the Customer will appoint an employee to whom Guardian Eye may communicate any such amended User IDs.

## 8. CHARGES AND PAYMENT

8.1. In return for the sale or rental of the Equipment or Services, the Customer agrees and undertakes to pay Guardian Eye the Charges on the basis specified in the Quote, as further amended in the Guardian Eye Portal.

8.2. Deposits:

8.2.1. Guardian Eye does not provide invoices for payment of deposits but will issue a receipt and thereafter a monthly credit statement.

8.2.2. No interest will be earned or accrue in favour of the Customer on or in respect of any deposit amount.

8.3. Invoices will be sent to the Customer by email.

8.4. The invoice sent by Guardian Eye to the Customer is on the face of it, and until the contrary is proved, proof of the amount due by the Customer to Guardian Eye. The Customer is, however, entitled to query or dispute any part of the invoice per the provisions set out under clause 12. All undisputed portions of the invoice must, however, be paid by the Due Date.

8.5. If Guardian Eye determines that the disputed amount is an error, Guardian Eye shall credit the amount incorrectly debited. Should Guardian Eye determine and inform the Customer that the disputed amount was billed correctly, such payment, together with interest at the Interest Rate shall be paid by no later than the Due Date of the next invoice or, when a disputed invoice was the final invoice, within 30 (thirty) days of the Customer being informed of the amount still due and payable.

8.6. Where invoices and statements are available for download from the Guardian Eye Portal, non-receipt of an invoice by the Customer shall therefore not be considered as a valid reason for late or non-payment.

8.7. Changes to Charges

8.7.1. Guardian Eye shall be entitled to increase any of the amounts reflected in the Subscriber Agreement, which increase will be relative to the Consumer Price Index. Increases linked to the Consumer Price Index are usually implemented once per year between January and April.

8.7.2. If there is a price increase on components of the Equipment or Services beyond the control of Guardian Eye (for example: foreign exchange fluctuations, increased pricing on third-party products or services like software license fees, surcharges, taxes, import duties, rates or levies, increased charges from other network operators or delay caused by any instruction of Customer), then Guardian Eye shall be entitled to increase the Charges of the affected Equipment or Service in proportion to the increase in cost.

8.7.3. Any increase as per clause 8.7.1 or 8.7.2 will be given to the Customer in writing.

## 9. SUSPENSION, WITHDRAWAL OR TERMINATION OF SERVICES

9.1. Where any amounts due to Guardian Eye by the Customer are not paid on Due Date, Guardian Eye shall give the Customer 7 (seven) days' notice to pay all arrears/outstanding amounts and start charging interest at the Interest Rate reckoned from the Due Date.

9.2. If the Customer's account remains unpaid or no written agreement is concluded to settle the arrears, Guardian Eye shall suspend the operation of rented Equipment and/or the Services, and the suspension will stay in place until the Customer has paid all arrear amounts, interest and any applicable reconnection charges or the Contract is terminated by Guardian Eye.

9.3. If the Customer's account is in arrears, then Guardian Eye shall be entitled to suspend all Equipment and Services linked to the Customer's account/s, regardless of whether the suspended Equipment or Services are delivered according to multiple Subscriber Agreements.

## 10. BREACH AND TERMINATION OF SUBSCRIBER AGREEMENTS

10.1. Guardian Eye will have the right to cancel a Subscriber agreement without further notice and claim the Cancellation Charge should the Customer breach:

- 10.1.1. its payment obligations for a period longer than 7 (seven) days after receipt of a notice in clause 9.1 above; or
  - 10.1.2. any other term of this Contract and fails to rectify the breach within the notice period provided by Guardian Eye (which shall be a reasonable period given the circumstances of the breach);
  - 10.1.3. any other contract with Guardian Eye and have failed to remedy that breach as required in terms of such other contract.
- 10.2. Should Guardian Eye breach any material term of this Contract, then the Customer will have the right to provide Guardian Eye with a letter requiring Guardian Eye to rectify the breach within a period of 20 (twenty) Business Days. Should Guardian Eye neglect or fail to remedy such breach within the 20 (twenty) Business Days' notice period, then the Customer may cancel the Contract without penalty.

10.3. Either Party shall be liable to the other for all costs, including legal costs on an attorney and client scale, tracing cost and collection commission incurred by Guardian Eye in respect of the enforcement of any obligations of the Customer in terms of this Contract.

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10.4. Without diminishing any other claims or remedies which Guardian Eye may have against the Customer in terms of this Contract or law, Guardian Eye may terminate the Contract and hold the Customer liable for the Cancellation Charge if the Customer has delayed the installation of the Equipment for longer than 30 (thirty) days from the date of delivery thereof.

### 11. SUPERVENING IMPOSSIBILITY

11.1. Except as expressly provided for in terms of the Contract, Guardian Eye shall not be liable to the Customer for failure to perform any obligation because of any acts of God, government restrictions or prohibitions or any other Government act or omission, any act or default of any supplier, industrial disputes, strikes, lockouts or work stoppages of any kind or any other similar or dissimilar cause in so far as these were not foreseeable and beyond Guardian Eye's reasonable control.

### 12. CUSTOMER ASSISTANCE, DISPUTES OR COMPLAINTS

12.1. If the Customer experiences any trouble with any of the Equipment or with the Charges, it must bring the problem to Guardian Eye's attention by raising a trouble ticket with Guardian Eye by telephone or via the Guardian Eye Portal. The issue will then be logged and detailed, and the Customer will be provided with a reference number.

12.2. Guardian Eye will use its best endeavours to attend to the trouble tickets as soon as it is possible, which will depend on the complexity and nature of the problem as well as resource availability.

12.3. Customer undertakes that it, or where relevant its employees will deal with Guardian Eye employees and designated contractors in a courteous, respectful and professional manner and not in any manner act in an abusive way. Customer's breach of this clause will be deemed to be a material breach for which the Contract may be terminated.

### 13. LIMITED LIABILITY AND INDEMNITY

13.1. Guardian Eye shall not be liable:

13.1.1. for unauthorised access to the Customer's network or other breaches of the Customer's network security through Equipment or Services;  
13.1.2. to the Customer or to any third party for claims that arise or occur because of the Customer's use of the Equipment or Services, whether such claim, action or damage is direct or indirect, consequential or contingent; or  
13.1.3. for any loss of life; injury; medical expenses; support; financial loss or financial support; loss of earnings; loss of profit and/or income; loss of revenue; loss of business or goodwill; any other special damages; or any general damages – regardless of whether it was foreseeable or flowed naturally from the use of the Equipment or Services.

13.2. Guardian Eye's maximum liability to the Customer for any proven, direct damages caused solely by the negligence of Guardian Eye shall be limited to the Charges paid by the Customer in the 12 (twelve) months prior to the claim arising.

13.3. The Customer indemnifies Guardian Eye against any claim or action which may be brought by any third party arising out of the Customer's use of the Equipment or Services, whether in accordance with the provisions of the Contract or not.

13.4. The limitation on liability set out above is in addition to any limitation of liability set out elsewhere under the Contract.

### 14. CUSTOMER OBLIGATIONS

14.1. Certain components of the Equipment are connected to the Internet. The Customer is responsible, at its cost for ensuring:

14.1.1. continuous electrical power to the Customer premises and/or Customer site where Equipment is installed; and

14.1.2. continuous internet connectivity to the Customer premises and/or Customer site where Equipment is installed.

14.2. Guardian Eye shall in no way be liable to the Customer should the Customer not comply with the provisions contained in 14.1 above.

### 15. PROCESSING OF PERSONAL INFORMATION, RIGHTS TO PRIVACY

15.1. Guardian Eye reserves the right to make general credit reference enquiries about the Customer and to check the correctness of the information that has been supplied. Guardian Eye shall also be entitled to furnish any information relating to the Customer's account and compliance with these conditions to any registered credit bureaus.

15.2. The Customer warrants and represents that all information supplied by it is accurate, correct and complete.

15.3. Guardian Eye will use the Customer's Personal Data strictly in accordance with the Protection of Personal Information Act.

### 16. CONFIDENTIALITY

16.1. Each Party may be given access to the Confidential Information of the other Party to perform its obligations under a Contract.

16.2. A Party's Confidential Information shall not be deemed to include information that:

16.2.1. is or becomes publicly known other than through any act or omission of the receiving Party;

16.2.2. was in the other Party's lawful possession before the disclosure;

16.2.3. is lawfully disclosed to the receiving Party by a third party without restriction on disclosure;

16.2.4. is independently developed by the receiving Party, which independent development can be shown by written evidence; or

16.2.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

16.3. Each Party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party or use the other's Confidential Information for any purpose other than carrying out its obligations and exercising its rights in terms of a Contract.

16.4. Each Party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access, is not disclosed or distributed by its employees or agents in violation of the terms of a Contract.

### 17. GENERAL

17.1. Cession, delegation, assignment: The Customer may not cede, delegate, assign, charge, transfer or otherwise dispose of this Contract or any rights or obligations therein in whole or in part, without the written consent of Guardian Eye. Such consent shall not be unreasonably withheld or unduly delayed. Guardian Eye may assign any and all of its rights and obligations hereunder to any third party of its choice, in its sole discretion, and without giving prior notice to or requiring the consent of the Customer.

17.2. Applicable laws and Jurisdiction: This Contract will be interpreted and governed by the laws of South Africa. The Parties irrevocably consent to the jurisdiction of the Magistrates' Courts notwithstanding the fact that the value of the dispute might exceed the jurisdiction of such court, provided that such consent shall not prevent an aggrieved Party from instituting legal proceedings in any higher court with the requisite jurisdiction.

17.3. Variation and Amendment: Subject to and save where the right to amend the Contract has been explicitly provided for under the Contract, neither Party may vary the terms thereof unless the other Party agrees to such variation and the variation is reduced to writing and signed by both Parties.

17.4. Consumer status: Certain rights have been granted to a Customer who is a Consumer. Guardian Eye reserves the right to withhold any of these rights and/or resultant benefits until the Customer can prove to Guardian Eye, which proof may be in the form of a set of financial statements or an identity document, that it is a Consumer (and in the case of a right which it wants to exercise under section 14 of the CPA, that it is an Individual Consumer). Where the Customer is unable to show that it is a Consumer or Individual Consumer, Guardian Eye reserves the right to reverse or call for a refund of any rights or benefits which are permitted under the CPA and of which the Customer has unlawfully taken advantage.

17.5. Customer details and changes thereto: The Customer agrees to supply Guardian Eye with such information, documentation and signatures that Guardian Eye may reasonably require at the time that the Contract is concluded, to give effect to the payment arrangements of the Contract. Any subsequent changes that affect the information supplied to Guardian Eye such as bank account or legal service address must be brought to the immediate attention of Guardian Eye in writing.

17.6. Whole Contract: The Contract contains the sole and entire record of the agreement between the Parties with regard to the Equipment or Services purchased or rented thereunder. With the exception of clause 8.7, no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded in writing and signed by both Parties, or otherwise created by operation of law. Where it appears from the context of multiple Subscriber Agreements concluded between the Parties that they are intended to be read as one Contract, then notwithstanding conflicting provisions of General Terms, the Subscriber Agreements shall not be deemed to constitute separate and divisible contracts.

17.7. Indulgences: No indulgence, leniency, or extension of time which either Party ("the Grantor") may grant or show to the other, shall in any way prejudice the grantor or preclude the Grantor from exercising any of its rights in the future. Any indulgence or the relaxing of the provisions of the Contract by the Grantor shall not prejudice the right of the Grantor to insist on the strict compliance by the defaulting Party of its undertakings and obligations in terms of the Contract.

17.8. Severability: In the event of any one or more of these terms and conditions being unenforceable, the offending clauses will be severed from the remainder of the Contract, which will nevertheless continue to be binding and enforceable.

### 18. LEGAL ADDRESS FOR SERVICE

18.1. The Parties choose the addresses set out below as their chosen place to receive legal notices:

18.1.1. Guardian Eye at Block C, Rutherford Estate, 1 Scott Street, Waverley, Johannesburg. Legal notices must also be emailed to [legalnotifications@guardianeye.co.za](mailto:legalnotifications@guardianeye.co.za) and

18.1.2. the Customer at the physical or residential address specified in the Subscriber Agreement. Where the Customer has entered into multiple Subscriber Agreements, then the physical address specified in the Subscriber Agreement most recently signed by the Customer or its authorised representative shall apply.

18.2. A Party may change their physical address to any other physical address in the Republic of South Africa or email address to any other email address by giving written notice to the other Party.

18.3. All notices given in terms of this Contract shall be in writing.

18.4. General notices that do not commence legal proceedings shall be sufficiently provided to either Party by way of email, or where applicable by any other electronic messaging service.