

TERMS AND CONDITIONS FOR THE USE OF THE PROJECT HELP SERVICE VIA THE NETSTAR COMPANION APP

1. Introduction

- 1.1. Project Help is committed to providing services of the highest standard to all who access the Netstar Companion App, on a Device.
- 1.2. Netstar has created the Netstar Companion App offering, armed response services and private emergency medical services to its Users through the connection of Project Help.
- 1.3. Users will have access to a panic activation through a mobile panic button on the Netstar Companion App.
- 1.4. The terms and conditions of use contained below shall govern your use of the Netstar Companion App as well as any other person using your account through you together with all services associated therewith as well as the relationship between Users and Project Help.
- 1.5. By accessing and using the Netstar Companion App, the User will be required to view, read and make him/herself familiar with the Terms, thereafter, the User shall be bound by the Terms. If you do not wish to be bound by the Terms, you may not access, display, use, or download the Netstar Companion App. Please be advised that your election to access display, use or download the Netstar Companion App shall constitute your acceptance of the Terms.
- 1.6. We shall, from time to time at our sole election, be entitled to modify these Terms and your continued use of the Netstar Companion App, will be subject to the terms and conditions in force at the time of use. Accordingly, we kindly request that you review these Terms periodically as your continued access or use of the Netstar Companion App shall be deemed to signify your acceptance of the amended Terms.
- 1.7. We reserve the right at any time to change or discontinue, without notice, any aspect, feature or service offered by way of the Netstar Companion App.
- 1.8. The User can download the Netstar Companion App directly from an App Store with the intention of utilising the Netstar Companion App for their personal, non-commercial use.

2. Definitions

- 2.1. **"App Store"** means the digital distribution platform available to the User to download the Netstar Companion App;
- 2.2. **"Data Subject"** means the individual or juristic person to whom the Personal Information relates;
- 2.3. **"De-identified Data"** means Personal Information that has been anonymised such that the identity of the User or Data Subject or any other person is not or no longer identifiable;
- 2.4. **"Device"** means the mobile device, Internet of Things "IoT" device and/or computer which is used to download the Netstar Companion App;
- 2.5. **"Project Help"** ("we", "us" or "our") means Connect Me (Proprietary) Limited Trading as Project Help, a South African company bearing registration number 2016/214870/07 with its registered office at Block 04, 150 Rivonia Road, Sandton, Gauteng and includes its employees, agents and contractors;
- 2.6. **"Netstar"** means Netstar (Proprietary) Limited, a South African company bearing registration number 1992/001223/07 with its registered office at Block O, Central Park Offices, Midrand, and includes its employees, agents, sub-contractors and contractors and where applicable its business partners;
- 2.7. **"Netstar Companion App"** means the platform available to Users to use to activate the Services;
- 2.8. **"Netstar Privacy Policy"** means the document/s which states the manner in which Netstar collects and uses the User's Personal Information, with whom Netstar shares it, and the User's rights in relation to its Personal Information, which can be viewed at <https://www.altron.com/privacy-policy/>;
- 2.9. **"Personal Information"** has the meaning set out in section 1 of POPIA and includes information relating to an identifiable, natural or juristic person;
- 2.10. **"POPIA"** means the Protection of Personal Information Act, 4 of 2013;
- 2.11. **"Processing"** or "Process" has the meaning set out in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
 - 2.11.1. the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;
 - 2.11.2. dissemination by means of transmission, distribution or making available in any other form; or
 - 2.11.3. merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information,
- 2.12. **"User"** ("the recipient", "you" or "your") means an individual or entity, who subscribes to and or purchases the Services from Netstar;
- 2.13. **"Responders"** means the third parties appointed by Project Help to provide armed response and emergency medical services and support to Users for the purposes of these Terms;
- 2.14. **"Response Limit"** means the maximum responses per calendar year which may be used by the User or on someone else's behalf at the ordinary applicable tariff;
- 2.15. **"Services"** means the provision of the Netstar Companion App and the armed response and related services, including emergency medical services, provided by Project Help; and
- 2.16. **"Terms"** means these terms and conditions as set out herein, as amended from time to time.

3. Agreement and Duration

- 3.1. These Terms shall commence upon the date of conclusion of these Terms with the User and Netstar and shall continue for an indefinite period unless terminated by either the User, Project Help or Netstar on 20 (twenty) days written notice to the other parties.
- 3.2. These Terms govern all aspects of your access to and use of the Netstar Companion App as well as any associated applications, web sites, content, products and/or services.

- 3.3. Your election to access and use the Netstar Companion App and the services provided through or via the Netstar Companion App creates a binding contractual relationship between you Netstar and Project Help , governed in all respects by these Terms (as may be amended from time to time).

4. Use of Project Help

- 4.1. The Netstar Companion App provides a technology-based platform which allows Users to download the application onto their Device. Once downloaded, Users are granted access, through a mobile panic button, to armed response services and private emergency medical providers from Project Help, provided by the Responders who might be nearest to the User at the time of the activation of the Services.
- 4.2. The Services are only accessible within specified geographic areas of coverage. Project Help will only be able to provide responses in areas which it has coverage in and shall not be obliged to provide responses in any other geographical area. The User can contact Project Help if it requires clarity on whether any specific geographic areas are covered in terms of the Service.
- 4.3. In the event that Project Help receives an activation from a User in an area which is outside of the geographical coverage area as mentioned in clause 4.2 above, then Project Help will engage with the necessary public service sectors such as the SAPS, if required to render assistance to the User. For the avoidance of any doubt, the User will always receive assistance when an activation occurs.
- 4.4. The User acknowledges that Project Help will be providing the Services on the Netstar Companion App in circumstances which by its very nature, may be dangerous and potentially life threatening to the User. The Services are in no way intended to limit or reduce the User's risk of death, injury and/or harm whether through an event linked to, including but not limited to, violent crime, or other such threat and should in no way be viewed as a preventative measure. The Services are intended to support, if possible, Users who might become seriously hurt, injured or who are in serious danger for their life, who are the victims of criminal activity or any such situation resulting in the need for intervention by providing such Users with access to Responders in the User's vicinity.
- 4.5. Further to the above, as will be dealt with more fully below, Project Help and Netstar and its respective directors, employees, partners and financiers accept no responsibility or liability for any malady, incident, harm, death, injury, and/or loss that may occur or be suffered by a User while using the Netstar Companion App.
- 4.6. You agree that in using the Netstar Companion App, you will comply with the following:
- 4.6.1. Without separate written permission from Project Help in advance, you may not:
 - 4.6.1.1. reuse or "scrape" Project Help's data for use in another service or website;
 - 4.6.1.2. attempt to circumvent any controls or limitations Project Help and/or the Netstar Companion App has placed on User's ability to access the Netstar Companion App or information on the Service;
 - 4.6.1.3. use any bots, scrapers, brute-force tools, or other automated methods for accessing, slowing down, or disabling the Services or otherwise interfering with the proper function of the Netstar Companion App; and
 - 4.6.1.4. frame, "mirror", or otherwise incorporate any part of the Service into any other app and/or mobile device, website or service.
 - 4.6.2. In addition to the foregoing, you may not use the Netstar Companion App, without written consent and/or prior arrangement, for commercial purposes including but not limited to, using the Services to provide security and/or armed response services and/or private emergency medical providers to the public at a mark-up. The Services are intended to be provided for the personal non-commercial use of the Users only and for no other purpose.
- 4.7. No information whether oral or written or digitally obtained or displayed, obtained by the User from Project Help and/or the Netstar Companion App will create or be deemed to create any warranty whatsoever in relation to such information, its use, intended use of the Project Help Services.

5. Fair Usage

5.1. Armed Response

- 5.1.1. The provision of responses is a labour-intensive process that is limited by the number of Responders available at any time. We wish to give all Users access to Responders in emergency situations and in doing so, will implement the following fair usage policy:
- 5.1.1.1. All Users Response Limit will be limited to 4 (four) standard responses per calendar year which may be used by you or on someone else's behalf at the ordinary applicable tariff.
 - 5.1.1.2. Once you have used your Response Limit, Project Help may either, depending the circumstances and availability of Responders:
 - 5.1.1.3. Refuse to provide further responses to you; or
 - 5.1.1.4. Provide responses to you at a substantially higher cost than its ordinary per response charge. This surcharge will be R450.00 (four hundred and fifty rand) exclusive of VAT per further responses utilised following exceeding the Response Limit.
- 5.1.2. Project Help encourages all Users to utilize the testing option available to them. If a Responder responds to a test call, Project Help reserves the right to charge for the test call at the normal response fee to the maximum of 1 (one) test. Should the User abuse the testing available to the User then the User will incur additional costs.
- 5.1.3. By using the Service , you hereby agree to Project Help's fair usage policy and hereby indemnify Project Help against any harm, injury, death, loss, or damage of whatsoever nature and howsoever arising should Project Help refuse a response activated by you or through your account through the Netstar Companion App .
- 5.2. You hereby agree to indemnify Netstar against any harm, injury, death, loss or damage of whatsoever nature and howsoever arising as a result of your use of the Netstar Companion App and the Services.
- 5.3. Medical Assistance
- 5.3.1. Project Help will manage the dispatch of medical and ambulance services to the User in an emergency. If the User does require stabilization and transportation to hospital, the bill will be for the User's account or their medical aid.
 - 5.3.2. The medical assistance service includes everything listed below, where applicable. Please take note that the emergency service provider reserves the right to bill your medical aid service provider for transport:
 - 5.3.2.1. Emergency response and stabilisation - guaranteed medical
 - 5.3.2.2. Transportation – subject to alternate reimbursement model



- 5.3.2.3. Emergency medical information - telephonic advice only medical
- 5.3.2.4. Assistance hotline - telephonic advice only telephonic trauma
- 5.3.2.5. Support lines - telephonic advice only. Our team of medical professionals will prioritise a transfer based on medical conditions, the degree of urgency, the User's state and fitness to travel.

6. Third Party Responders

- 6.1. As part of the Services, Project Help has sourced a network of third-party Responders including independent armed providers and/or private emergency medical providers who have been subcontracted by Project Help to provide their services to the Users, on an ad hoc basis using the Netstar Companion App. By accepting the Terms, you agree to consent to the third-party Responders, control rooms and/or crisis centres be provided with your location in order for a Responder to be dispatched. Furthermore, you agree to permit access into your premises in order for the third-party Responder to assist you and your family.
- 6.2. Whilst Project Help will use its best efforts to ensure that all Responders are accredited with the Private Security Industry Regulation Authority, and uphold the highest standards of care in the exercise of their functions, you hereby acknowledge that Project Help does not itself provide any armed response services and/or private emergency medical providers and relies upon its Responder network who are not employees or agents of Project Help and operate as independent contractors utilising Project Help's Services to accept ad hoc panic activations from time to time. We accept no liability of whatsoever nature or howsoever arising from any act or omission of a Responder or anyone associated therewith and agree only to facilitate access to such Responder and nothing more or less.
- 6.3. The provisions of armed response services and private emergency medical providers shall at all times be dependent upon the availability and proximity of Responders. By using the Service, you hereby acknowledge and agree that Project Help, its directors, employees, and financiers have no control over whether a Responder accepts a panic activation or not and accordingly, we accept no liability and/or responsibility for their conduct including but not limited to any act or omission of a Responder in either accepting or declining a request for armed response and/or private emergency medical providers received via the Netstar Companion App.
- 6.4. For the sake of clarity, and to avoid any confusion, we are not able to guarantee Responder response times, access to Responders and/or the availability of Responders at any given time and do not accept any liability or responsibility of whatsoever nature and howsoever arising for a Responder being unavailable to respond and/or failing to respond to a request for a Response via the Netstar Companion App.

7. License

- 7.1. Subject to your compliance with these Terms, Project Help grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:
 - 7.1.1. Access and use the Netstar Companion App on your chosen Device/s for the sole purpose of the Services; and
 - 7.1.2. Access and use any content, information and related materials that may be made available through Project Help and/or the Netstar Companion App and/or the Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by Project Help.

8. Payment

- 8.1. All payments in terms of or arising out of your use of the Netstar Companion App and/or the Services, shall be dependent on that manner in which you have access the Netstar Companion App.
- 8.2. The prices quoted on the Netstar Companion App will depend on inter alia the availability and proximity of Responders, the area in which the Netstar Companion App is used, the number of Users using the Netstar Companion App at any given time, time of day and/or time of the year, in accordance with a standard pricing scale.
- 8.3. All fees will be paid by way of debit order in favour of Netstar free of bank charges or in any other manner approved by Netstar, monthly in arrears on or before the 7th (seventh) day of each calendar month or such date as agreed to between Netstar and the User.
- 8.4. Should any debit order be returned unpaid or dishonoured for any reason, the User authorises Netstar to submit additional debit orders as may be necessary for the full outstanding balance including any arrear amounts.
- 8.5. Netstar will have the right to increase the fees and charges under these Terms on an annual basis, provided that such increase is reasonable and that it provides the User with at least 1 (one) month's prior written notice of such increase in which event the User will be entitled to cancel this Contract as permitted in terms of clause 3.1.
- 8.6. If the User fails to pay to Netstar any amount owing in terms of these Terms, Netstar will have the right to suspend the Services and will give the User 20 (twenty) business days to make payment of all outstanding amounts. Should Netstar not receive payment as requested in the notice, Netstar will have the right to terminate these Terms and hand the outstanding account to an attorney or debt collector for recovery.

9. Circumstances beyond the Parties Control

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



10. Copyright, Intellectual Property and Trademarks

- 10.1. Project Help and the Project Help logo(s) are trademarks of Project Help or one of its associated companies, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Project Help or the relevant company owning the said trademark. You understand that reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.
- 10.2. You may access, display, download and otherwise use the current and future content of the App for your personal, non-commercial and information purposes only. Any other use, including reproduction other than as aforesaid, amendment/modification or distribution, without our prior written consent, is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights which the User acknowledges has the propensity to cause Project Help and/or their associated companies damage.

11. Verification

- 11.1. The use of the Netstar Companion App and access to the Services, may require that a user profile is created which contains your specific information. You must be at least 18 (eighteen) years of age, to create a profile which will require you to submit Personal Information, including but not limited to your name, address, mobile phone number and age. By using and continuing to use the Netstar Companion App you agree to maintain accurate, complete, and up-to-date information insofar as your profile is concerned. Your failure to maintain an accurate, complete, and up-to-date profile, may result in you losing access to the Services. You are responsible for all activity that occurs on or through your profile and you agree to maintain the security and secrecy of your profile including your secret password at all times.
- 11.2. The User hereby acknowledges and agrees that Project Help shall be entitled but not obliged to establish the authenticity of any communication transmitted to it by way of the internet or through the Netstar Companion App which purports to emanate from such user.
- 11.3. The User agrees that all instructions, consents, commitments, and any other communications which purport to emanate from the User and which are sent to Project Help by way of the internet or through the Netstar Companion App and which may (as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the details actually sent or given, or may not have been given by the User at all, shall be deemed to have been given by the User in the form actually received by Project Help and the User will be bound by such details with no liability whatsoever attaching to Project Help and or Netstar in regard thereto.
- 11.4. The User waives any rights the User may have or obtain against Project Help arising directly or indirectly from any loss or damage of whatsoever nature which the User may suffer as a result of the fact that Project Help acts on the User's instructions or instructions purported to emanate from the User via the Netstar Companion App .
- 11.5. The User agrees to and hereby indemnifies and holds Project Help and Netstar harmless against all an any claims, liability, losses, costs, fines, damages, death, injury and expenses incurred (whether directly or indirectly) by the User arising as a result of the fact that Project Help has acted on the User's instructions or instructions which purport to emanate from the User via the Netstar Companion App.

12. System Availability

- 12.1. Project Help and/or Netstar shall use its reasonable best endeavours to keep the Services available within the Netstar Companion App and maintain full system functionality at all times. Due to a number of possible unforeseen circumstances, including but in no way limited to connectivity, mobile network connection, server availability and/or failure, internet connection and/or failure electrical connection, software functionality, hardware functionality, virus, general network failure, and/or third-party Responder availability, it may not always be possible for Project Help and or Netstar to maintain perpetual system availability and therefore the Service and/or the Netstar Companion App availability and should, for any reason whatsoever, Project Help and or Netstar be unable to maintain the availability of the Services and/or the Netstar Companion App, as applicable, the User agrees that Project Help and Netstar shall not be liable to the User or any other person in respect of any loss or damage arising from the unavailability of, or interruption in, the Service and/or the Netstar Companion App.
- 12.2. Project Help reserves the right to discontinue providing the Services within the Netstar Companion App without notice to the User.

13. Warranties, disclaimer and exclusion of liability

- 13.1. The User warrants that every instruction and all information given by the User to Project Help and or Netstar shall be accurate, true and in all respects correct. Project Help makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding, without limitation, the User, the qualification, professionalism, competence, and suitability of the Responders or any one of them, the website, its content and/or accuracy thereof, any third-party services provided via Project Help or the suitability of any of the Services for a particular purpose or the effectiveness of any security or encryption facilities.
- 13.2. Project Help does not warrant that the functionality provided by the Netstar Companion App will be uninterrupted or error free, or that the Netstar Companion App or the server that makes it available are free from viruses or other harmful components.
- 13.3. Project Help, its directors, employees, agents or representatives shall not be responsible for any loss, liability, damage (whether direct, indirect and/or consequential) or expense of any nature whatsoever or howsoever arising which may be suffered by the User, the recipient of any services or any third party arising from or as a result of the use of the Netstar Companion App or the Services, or as a result of or which may be attributable (directly or indirectly) to the User's use or reliance on Project Help, including but not limited to:
 - 13.3.1. Any information provided thereon;
 - 13.3.2. The Services provided by Project Help;
 - 13.3.3. Third party services provided via the Netstar Companion App including that provided by the Responders;
 - 13.3.4. Any viruses that may infect your mobile device or other property on account of your access to and/or website;
 - 13.3.5. The efficacy of any security or encryption facilities; or
 - 13.3.6. The internet.



- 13.4. By downloading, utilising, accessing and operating the Netstar Companion App, you hereby expressly acknowledge and agree:
- 13.4.1. Netstar is merely a facilitator of the Users having access to the armed response and private emergency medical services in the Netstar Companion App through Project Help. By agreeing to the Terms, the User hereby indemnifies acknowledges and accepts that Netstar shall not be liable for any risk associated with the Services under these Terms;
- 13.4.2. The Services provided by Project Help and/or the third-party Responders forming part of the Responder network are provided as a deterrent to the commission of criminal activity and are not intended as a preventative measure in respect of such activity;
- 13.4.3. The Services are not intended to constitute or replace an insurance policy and it is hereby recorded that no warranty of whatsoever nature is provided by Project Help in relation to any services rendered by Project Help and/or third-party Responder to the recipient.
- 13.4.4. Project Help and or Netstar will not be held liable for any act or omission whether such act or omission is negligent or grossly negligent of any Responder within the service provider network or any of their staff, employees, agents or associates of Project Help and/or the Responders or any of one of them and the recipient hereby indemnifies Project Help and Netstar against any direct, indirect, incidental, special, punitive or consequential damages, or damages for loss of profits, revenue or any other damage of whatsoever nature incurred by you or anyone using the Netstar Companion App through your account, or any third-party, arising from or in connection with any contract or relationship between you, Netstar and Project Help.
- 13.4.5. In the event that it is found by a tribunal, or arbitrator court, that Project Help and or Netstar is liable in law to you or any third-party arising from Project Help and/or Netstar and or any of the Services and/or any of the third-party Responders within the service provider network's conduct, it is expressly recorded that such liability shall be limited to the total value of the Services utilised by you over the preceding 12 (twelve) month period prior to the date such claim is instituted or an amount of R100 000.00 (one hundred thousand rand) whichever amount is lesser.
- 13.5. The parties agree that the limitation of indemnity contained in these Terms is an irrevocable limitation and shall take precedence over any other indemnity or limitation contained in any other agreement concluded by the User.
- 13.6. It is hereby recorded and agreed that Project Help and Netstar accepted no responsibility whatsoever to you or any of its Users including but not limited to Users using the Netstar Companion App, for the functions of the Netstar Companion App, for the functions of the Companion App or the integration thereof including but not limited to:
- 13.6.1. App functionality;
- 13.6.2. Any malfunction in the Netstar Companion App; and
- 13.6.3. Any malfunction in relation to the integration

14. Data Protection and Privacy

- 14.1 In order for Netstar and Project Help to provide the Service, the User understands and agrees that Netstar requires information including but not limited to Personal Information to enable Netstar to fulfil its obligations in terms of these terms. The User undertakes to provide such information to Netstar as and when required in relation to the Services.
- 14.2 Netstar will collect the following categories of Personal Information from the User:
- 14.2.1 name and surname;
- 14.2.2 contact number;
- 14.2.3 email address;
- 14.2.4 physical address;
- 14.2.5 postal address;
- 14.2.6 identity number;
- 14.2.7 banking details;
- 14.2.8 location information;
- 14.3 Netstar will collect Personal Information directly from the User and third parties, such as, including but not limited to, business partners.
- 14.4 Netstar will exercise all reasonable measures to process the User's Personal Information in terms of the Netstar Privacy Policy, POPIA and the provisions of this clause.
- 14.5 By entering into these Terms, the User confirms, acknowledges and agrees, with express consent, that Netstar may collect Process and or store the Personal Information contained in these Terms, or any transaction under it, or any entry, account or other information held by Netstar in relation to these Terms (which may include the User's Personal Information) for the purposes of:
- 14.5.1 sharing certain of the User's Personal Information with Netstar's business partners, service providers and or sub-contractors for purposes of providing the Services to the User;
- 14.5.2 concluding, implementing and monitoring the operation of these Terms;
- 14.5.3 to banks for purposes of effecting the deduction and payment of amounts due to Netstar and all ancillary actions related to such deduction and payment;
- 14.5.4 assessing financial risks;
- 14.5.5 fraud prevention and preventing and detecting crime;
- 14.5.6 providing the User, any combination of services, analysis, advice or intermediary service linked to these Terms or the User's relationship with Netstar as a client;
- 14.5.7 SMS and other electronic forms of direct marketing for Netstar products and services as well as products and services of third parties affiliated with Netstar (unless the User has requested not to receive such information);
- 14.5.8 carrying out statistical and other analyses to identify potential markets and trends;
- 14.5.9 developing new products and services and enhancing and developing Netstar's existing products and services;
- 14.5.10 training of Netstar employees;
- 14.5.11 inclusion in data lists which may be used by third parties to improve and enhance Netstar's products and service and offerings to the User;
- 14.5.12 referring it to a credit reference agency or credit bureau (which may make records of searches and enquiries which may be used by others for lending, credit or purchasing decisions about the User or any individual).



- 14.5.13 any person, subsidiary, holding company or associated company or other company who is engaged in Netstar's business or who is acting on Netstar's behalf;
- 14.5.14 disclosing of Personal Information required or permitted by Law.
- 14.6 THE USER HEREBY EXPRESSLY CONSENTS TO NETSTAR:
- 14.6.1 DISCLOSING ITS PERSONAL INFORMATION, TO ANY PERSON, SUBSIDIARY, HOLDING COMPANY OR ASSOCIATED COMPANY OR OTHER COMPANY WHO IS ENGAGED IN NETSTAR'S BUSINESS OR WHO IS ACTING ON NETSTAR'S BEHALF FOR THE ABOVE PURPOSES;
- 14.6.2 DISCLOSING THE USER'S PERSONAL INFORMATION TO ANY PERSON WHO PROVIDES SERVICES TO NETSTAR OR ACTS AS NETSTAR'S AGENT OR TO WHOM NETSTAR HAS TRANSFERRED OR PROPOSE TO TRANSFER ANY OF NETSTAR'S RIGHTS AND DUTIES IN RESPECT OF THIS CONTACT, LOCALLY AND OUTSIDE THE REPUBLIC OF SOUTH AFRICA, AS NECESSARY. NETSTAR REQUESTS PERSONS WHO PROVIDE SERVICES TO NETSTAR TO AGREE TO THE NETSTAR PRIVACY POLICIES IF THEY NEED ACCESS TO ANY PERSONAL INFORMATION TO CARRY OUT THEIR SERVICES.
- 14.7 THE USER ACKNOWLEDGES THAT:
- 14.7.1 NETSTAR WILL AT ALL TIMES REMAIN RESPONSIBLE FOR DETERMINING THE PURPOSE OF AND MEANS FOR PROCESSING THE USER'S PERSONAL INFORMATION IN TERMS OF AND SUBJECT TO THIS CLAUSE 14;
- 14.7.2 NETSTAR IS REQUIRED BY VARIOUS LAWS, TO COLLECT AND DISCLOSE SOME OF THE USER'S PERSONAL INFORMATION.
- 14.7.3 WITHOUT THIS PERSONAL INFORMATION NETSTAR WILL BE UNABLE TO CONCLUDE AND OPERATE THESE TERMS; AND
- 14.7.4 THE USER IS PROVIDING NETSTAR WITH ITS PERSONAL INFORMATION VOLUNTARILY.
- 14.8 The User expressly consents thereto that Netstar may transfer the details of these Terms, to computer system operators in countries outside of South Africa, which have data protection laws equivalent or greater than those in South Africa.
- 14.9 The User consents to and acknowledges that Netstar may monitor and/or record telephone calls with the User for quality security, and training purposes.
- 14.10 The User waives any right, title or interest in and to the De-identified Data and expressly agrees that Netstar may process the De-identified Data in any manner whatsoever which may include commercial gain.
- 14.11 Netstar will use reasonable endeavors to ensure that the User's Personal Information as provided is accurate, however, it is the User's responsibility to ensure that the information provided is accurate. The User undertakes to immediately advise Netstar of any changes to the User's Personal Information should any of these details change. Netstar will not be responsible for any loss or damage, howsoever caused, in the event of the User providing inaccurate or incomplete information.
- 14.12 The User has the right to lodge a complaint with the Information Regulator, under POPIA. The contact details of the Information Regulator are available on the following website: <https://www.justice.gov.za/infocore/>.

15. Access to data

- 15.1 The User acknowledges that Netstar will have access to and Process Personal Information for the duration of these Terms in accordance with clause 14 for the provision of the Service to the User. The Service shall terminate upon termination of these Terms.
- 15.2 Netstar will delete the Personal Information within a reasonable period of time following termination of these Terms except where required retention of the Personal Information is required by law in which case Netstar will retain such Personal Information in accordance with applicable legislation.

14. Termination

- 14.1. These Terms will continue to apply until either the User, Netstar or Project Help terminates the Services in accordance with clause 3.1.
- 14.2. Netstar may suspend a User's access to the Service and/or suspend a User's access to the Netstar Companion App and/or terminate the User's continued use of the Netstar Companion App at any time, with or without notice to you:
- 14.2.1. If the User is in breach of any other provision of these Terms or if you make unauthorized use of the Netstar Companion App and/or the Services;
- 14.2.2. if Netstar decides at its discretion to cease providing access to the Service and/or the Netstar Companion App in the jurisdiction where the User resides or from where the User's attempting to access the Service and/or the Netstar Companion App;
- 14.2.3. In other reasonable circumstances as determined by Netstar at its discretion.
- 14.3. Where a User has access to the Netstar Companion App through Netstar the termination of such access shall be determined by the Netstar Companion App holder, and as a result the User shall indemnify Project Help against any harm, injury, death, loss, or damage of whatsoever nature and howsoever arising during the process of their access to the Netstar Companion App being terminated.
- 14.4. The provisions of these Terms that are intended by their nature to survive the termination of the Services will survive the termination thereof.

15. Updates

The User accepts and agrees, by using the Services, that Project Help and Netstar have no obligation to maintain, support, upgrade, or update the Netstar Companion App, or to provide all or any specific content through the Netstar Companion App. The User further understands and agrees that we may access, collect, and use information, which may include personally identifiable information, which your mobile device automatically makes available to the Netstar Companion App, consistent with our privacy policy.

6. Ending a Session

You must leave the Netstar Companion App once you have finished using the Services. If you do not do this, unauthorised transactions may result, for which you will be liable, Project Help and Netstar accepts no responsibility or liability for any circumstance where the User fails, and/or neglected to end a session on the Netstar Companion App.



7. Miscellaneous

- 17.1. These Terms shall be governed in all respects by and construed in accordance with the laws of the Republic of South Africa.
- 17.2. These Terms constitute the whole agreement between the User and Project Help as to the subject matter hereof and no agreement, representations or warranties between the User and Project Help other than those set out herein shall be binding on Project Help or the User.
- 17.3. Each Party acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of these Terms and that it has either taken such independent legal advice or dispensed with the necessity of doing so.
- 17.4. The User shall not be entitled to cede any of its rights or delegate any of its obligations under these Terms to any other party without our prior written consent of Project Help and Netstar having first been obtained.
- 17.5. Project Help shall, at any time, in their sole discretion, be entitled to cede all or any of their rights in terms of these Terms to any third party without prior notice to you. This may in no way be construed as any release of the obligations of signatory hereto, in terms of these Terms.