

Vat No: 4080266150
Reg No: 2012/048982/07
UNIT 4,
9 BREMEN CLOSE
AIRPORT INDUSTRIA
7490
P.O.BOX 324
CENTURY CITY
7446
TEL: 021 691 0420/21/22/23
FAX: 021 691 0356

AED CLUB MEMBERSHIP AGREEMENT

TERMS AND CONDITIONS

In order to provide a cost effective service to our clients AUTO ELECTRO DYNAMICS (AED) is offering a club membership that will offer significant discounts in costs as well as free benefits.

In accepting the terms and conditions the Member agrees that the discounts and free services are offered on the basis that the member will remain a member for the full contract period of 12 months. In the event that the member cancels the contract before the 12 months has elapsed then AED would experience losses.

The Member therefore agrees that AED will be entitled to recover the costs of the free benefits utilised by the member as well as the discounts offered if the member cancels the contract within the first 12 months of the contract. The costs of these benefits will be advertised on the AED website from time to time. In the event of proven financial hardship or adversity of the member, AED reserves the right, in its sole discretion, to waive the repayments or part thereof of the free benefits and discounts utilised by the member.

GENERAL

1. The Terms and Conditions set out below ("Terms and Conditions") apply to the AED Club Programme (the "**AED Programme**"), being run and administered by AUTO ELECTRO DYNAMICS (Pty) Ltd with its registered address at 9 Bremen Close, Airport Industria 1, Cape Town (hereinafter referred to as the "AED", or "us", or "we").
2. **Any person who registers to the AED Programme ("the Member") acknowledges that the terms and conditions set out herein shall be binding on them, and further, that the AED Programme shall be subject to the provisions of the Consumer Protection Act No. 68 of 2008 ("the Act").**
3. These Terms and Conditions will prevail in the event of any conflict or inconsistency with any other communications sent to you by us, including advertising or promotional materials. Any redemption instructions are deemed to form part of the Terms and Conditions. By becoming a Member of the AED Programme, you will be deemed to have accepted and agree to be bound by these Terms and Conditions
4. By registering to the AED Programme, the Member hereby warrants that all information submitted to the AED is true, current, and complete.
5. AED may decline any person of attempting to register as a Member of the AED Programme or to refuse to provide the services if there is a reasonable suspicion of any irregularities or fraudulent activities.
6. **As far as the law allows, all warranties and representations concerning the AED Programme not set out in these Terms and Conditions (whether express, implied, or tacit) are hereby excluded.**
7. The email address and contact number of the AED Service Centre may be changed at any time without any prior notice and at the sole discretion of AED. The new email addresses or contact numbers will be published on the AED Club Website.
8. **These Terms and Conditions may be amended or replaced from time to time without any prior notice and at the sole discretion of AED. Any amendments to these Terms and Conditions, or the new Terms and Conditions, if applicable, will be published on the AED Website.**



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9. **Membership is not transferable and is exclusive to the Person and specified motor vehicle who has registered as a Member. Permitting a third party to use your membership details is a material breach of these Terms and Conditions.**
10. The participation of a Member in the AED Programme may be cancelled or suspended if the Member breaches these Terms and Conditions or commits any misconduct in connection with the AED Programme at AED's sole discretion. Any decision of this nature is not subject to any review as AED decision is final and binding. **Benefits claimed or redeemed in connection with any breach of these Terms and Conditions will be forfeited or reversed and the person obtain such benefits will be liable to pay the full price of said benefit.**
11. These Terms and Conditions are subject to and interpreted under the laws of the Republic of South Africa and the South African courts will have exclusive jurisdiction over any claim arising in connection herewith.
12. You may not assign or otherwise transfer all or any part of your rights or obligations under these Terms and Conditions. You agree that AED may, in its sole and absolute discretion, transfer and assign all or part of its rights and obligations under these terms and conditions to one or more third parties chosen by it.
13. If any clause or sentence in these Terms and Conditions is held by a court of law to be void, illegal or unenforceable, the remaining provisions hereof will not be affected and will remain of full force and effect.

LIMITATION OF LIABILITY

14. **AED will not be liable for any direct, indirect, special, or consequential loss or damages howsoever arising including but not limited to, your membership of, and participation in, the AED Programme.**
15. **You hereby indemnify AED and the Administrator and hold them harmless against any loss or damage you may suffer in connection with your membership of, and participation in, the AED Programme.**

TERMINATION

16. AED reserves the right to vary, postpone, suspend, or cancel the AED Programme and any benefits, or any aspect thereof, without notice, for any reason whatsoever. In the event of such variation, postponement, suspension or cancellation, the Member agrees to waive any right, interest and expectations that he/she may have in terms of the AED Programme and acknowledges that he/she will have no recourse against AED.
17. . You agree that AED will not be liable to you in the event that it chooses to suspend, modify, or terminate the AED Programme. In such an event, you will be given a grace period as published at the relevant point in time in which to redeem benefits that have not expired, subject to the applicable laws.

TYPES OF MEMBERSHIP (all membership contracts are 12 months)

18. Monthly membership R195.00 (BRONZE)

Benefits (included in your 12 month membership)

- 18.1. 24hr Emergency assist (feeling unsafe, push the mobile panic button and we will dispatch someone to your location **subject to paragraph 46**)
- 18.2. 1 x Jumpstart in the Field
- 18.3. 1 x Aircon Regas at AED w/shop
- 18.4. Minor service (only pay for parts)

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- 18.5. 35% off fixed labour rate (R630.00)
- 18.6. 40% discount on parts, consumables, regas and diagnostics (off retail price)
- 18.7. 40% discount on logistic costs (kms & callout) (off retail price)
- 18.7.1.1. Should you have used your free benefits, but you have the need for these benefits again, then the listed discounts will come into operation for the additional services.

19. Monthly membership R350.00 (SILVER)

Benefits (included in your 12 month membership)

- 19.1. 24hr Emergency assist (feeling unsafe, push the mobile panic button and we will dispatch someone to your location **subject to paragraph 46**)
- 19.2. 1 x Jumpstart in the Field
- 19.3. 1 x Towing service
- 19.4. 1 x Aircon Regas at AED w/shop
- 19.5. 1 x Assessment or Diagnostics (AED w/shop)
- 19.6. Minor service (only pay for parts)
- 19.7. 45% off fixed labour rate (R630)
- 19.8. 40% discount on parts, consumables, regas and diagnostics (off retail price)
- 19.9. 40% discount on logistic costs (kms & callout) (off retail price)
- 19.10. Should you have used your free benefits, but you have the need for these benefits again, then the discounts will come into operation for the additional services.

20. Monthly membership R480.00 (GOLD)

Benefits (included in your 12 month membership)

- 20.1. 24hr Emergency assist (feeling unsafe, push the mobile panic button and we will dispatch someone to your location **subject to paragraph 46**)
- 20.2. 1 x Jumpstart in the Field
- 20.3. 1 x Towing service
- 20.4. 1 x Assessment or Diagnostics (in the field)
- 20.5. 2 x Aircon Regas at AED workshop
- 20.6. 2 x Assessment or Diagnostics (AED w/shop)
- 20.7. Minor service (only pay for parts)
- 20.8. 60% off fixed labour rate (R630)
- 20.9. 45% discount on parts, consumables, regas and diagnostics (off retail price)
- 20.10. 45% discount on logistic costs (kms & callout) (off retail price)
- 20.11. Should you have used your free benefits, but you have the need for these benefits again, then discounts will come into operation for the additional services.

Monthly membership R1050.00 (PREMIUM)

Benefits (included in your 12 month membership)

- 20.12. 24hr Emergency assist (feeling unsafe, push the mobile panic button and we will dispatch someone to your location **subject to paragraph 46**)
- 20.13. 1 x Jumpstart in the Field
- 20.14. 2 x Towing service
- 20.15. 1 x Assessment or Diagnostics (in the field)

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- 20.16. 2 x Aircon Regas at AED workshop
- 20.17. 3 x Assessment or Diagnostics (AED w/shop)
- 20.18. Minor service (only pay for parts)
- 20.19. NO labour rate at AED w/shop
- 20.20. 60% off fixed labour rate in the field (R630)
- 20.21. 50% discount on parts, consumables, regas and diagnostics (off retail price)
- 20.22. 50% discount on logistic costs (kms & callout) (off retail price)
- 20.23. Should you have used your free benefits, but you have the need for these benefits again, then the listed discounts will come into operation for the additional services.

TERMINOLOGY

- 21. Field service jumpstart - means, a technician will come out to the place where your vehicle is standing and perform a jumpstart to start your vehicle.
- 22. Field service assessment/diagnostics - means, a technician will come out to the place where your vehicle is parked and assess/diagnose what the problem could possibly be. No repair work will be carried out.
- 23. Field service aircon regas - means, a technician will come out to the place where your vehicle is parked and regas your vehicle. No repair work will be carried out.
- 24. Workshop assessment/diagnostics - means, the vehicle will be at AED's premises, and a technician will assess/diagnose what the problem could possibly be. No repair work will be carried out.
- 25. Workshop aircon regas - means, when your vehicle is at AED's workshop, the technician will fill up your vehicles air-conditioning gas as required. No repairs will be carried out should they detect any problems with the Airconditioning system.
- 26. Towing - means, towing the vehicle from the vehicle's location to AED's workshop within a 50km radius from AED's work address 9 Bremen Close, Airport Industria 1.
- 27. Retail price - means, the final price that a good or service is sold to customers for.
- 28. Labour cost - means the cost for a technician to carry out and/or complete any repair work.
- 29. Labour time - means, the time it took for a technician to carry and/or complete any repair work.
- 30. Parts and consumables - means anything used to complete any repair work.
- 31. Logistic costs - means, costs incurred to get to allocation (kms, callout, etc).
- 32. Discount - means the percentage reduction of labour, parts and /or logistic costs on the invoice/quote as per your tier.
- 33. 24hr Emergency assist - should you feel unsafe wherever you are, you may use this 3rd party service to have security despatched to your location (**subject to paragraph 46**) **THE MEMBER/USER ACCEPTS THAT THE USAGE OF THE 24 HOUR EMERGENCY ASSIST IS A SERVICE PROVIDED BY A THIRD PARTY, NFA SECURITY, AND FURTHER AGREES TO BE BOUND TO THE TERMS AND CONDITIONS SUPPLIED BY NFA SECURITY FOR THE SERVICES WHICH IS ATTACHED AND INCORPORATED INTO THIS AGREEMENT AS IT WOULD APPLY TO THE USER OF THE SERVICE. THE MEMBER WILL NOT HOLD AED CLUB OR ITS AFFILIATED LIABLE FOR ANY DAMAGES THAT MAY OCCUR DUE TO THE USE OR RELIANCE OF THE 24 HOUR EMERGENCY ASSIST. THE MEMBER FURTHER AGREES TO PAY ANY SURCHARGE REQUESTED BY NFA SECURITIES FOR ABUSES OR IMPROPER USE OF THE SYSTEM.**

SUMMARY AND GENERAL LIMITATIONS ON BENEFITS

- 34. **Membership fee is per vehicle AND IS NOT TRANSFERABLE.**
- 35. Your membership number will be your vehicles registration number.
- 36. Membership fee will be collected via debit order on the last day of the month.
- 37. **NO BENEFITS ARE AVAILABLE IF AN ACCOUNT IS IN ARREARS**
- 38. **BENEFITS ARE ONLY EXTENDED FOR INCIDENTS THAT OCCURRED WHEN THE ACCOUNT IS FULLY PAID UP, INCIDENTS OR REQUESTS THAT OCCUR WHEN THE ACCOUNT IS NOT FULLY PAID UP WILL NOT ENTITLED TO ANY SERVICES.**

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39. IF AN ACCOUNT IS IN ARREARS FOR ANY REASON SAVE FOR THE FAULT OF AED, ALL NO CHARGE BENEFITS WILL BE RESET AND WILL ONLY BE AVAILABLE AFTER THE ACCOUNT HAS BEEN PAID IN FULL FOR 3 MONTHS WITH NO ARREARS.

40. All Membership benefits will start after the 1st successful debit order.
41. **Membership (Field service option) excludes certain hot spot areas due to the safety of our technicians.** A MAP OF CERTAIN HOTSPOT LOCATIONS WILL BE ADVISED BY AED AND OTHERS WILL BE DETERMINED AS TO THE SAFETY OF OUR STAFF OR IF THERE ARE ANY OFFICIAL WARNINGS ABOUT THE AREAS. WHETHER AND AREA IS DECLARED A HOTSPOT WILL BE DETERMINED ON A CASE BY CASE BASIS AT THE SOLE DISCRETION OF AED.

41.1.1. ALL Field service options ARE LIMITED TO a 100 km radius from AED workshop AND DOES NOT INCLUDE ANY AREAS THAT ARE INACCESSIBLE TO MOTOR VEHICLES OR OFF PUBLIC ROADS.

42. **Bookings 48 HOURS IN ADVANCE** are essential for any repair work to be carried out. ANY BOOKING OUT OF THIS TIME PERIOD WILL ONLY BE ALLOWED AT THE SOLE DISCRETION OF AED.
43. Any repairs carried out must be paid via cash/debit card/credit card/immediate EFT/Payflex.
44. This product may be used in conjunction with PAYFLEX (repair or buy now and pay later).
45. This Product can be used in conjunction with your existing motor warranty under the "RIGHT TO REPAIR" campaign.
46. The 24hr emergency assist benefit should not be abused, should the 3rd party provider deem that the benefit is being abused or utilised unnecessarily, the member will liable for any/all costs incurred.
47. As an existing member, when it comes time for ANNUAL renewal of your membership, only a 6% increase will take effect.
48. The fixed retail labour rate will remain effective for your 12 month contract at R630 and will increase at a rate of 6% annually.
49. All prices are inclusive of valued added tax.

WARRANTIES

50. 3 months warranty on labour
51. 12 months warranty on certain electrical parts supplied by AED. Please enquire regarding this.
52. 24 months warranty on batteries
53. No warranty on ECU repairs
54. **Any warranty claims MUST be carried out at AED premises.**
55. No warranty claims on parts supplied by the client.

MEMBERSHIP UPGRADES/DOWNGRADES

56. A membership may only be downgraded if none of the free benefits were utilised.
57. A membership may be upgraded during the year but all benefits utilised from your previous membership benefit will be discounted from the benefits from the new membership for the remainder of the contract period.
58. **A membership may only be upgraded or downgraded within the first 2 months of the contract.**
59. Should you wish to upgrade your membership, we will transfer your current contract onto the new upgraded level for the term remaining in your current contract (the upgrade would only be applicable for the remaining term of your contract, at the expiry thereof you will have the option to implement a new contract.
59.1. The benefits for the upgraded level (less the benefits utilised in the previous membership, will start after the 1st successful debit order at the price of the new level.
60. Should you wish to downgrade your membership the membership
60.1. All upgrades/or downgrades must be done via email for tracking purposes.
60.2. Please include in the subject line when sending an email your vehicle registration number and upgrade or downgrade (whichever is applicable).
60.3. The email address is club@autoelectrodynamics.co.za

CANCELLATION

61. One month notice is required should you wish to cancel your membership.
62. Should we not receive an email for the cancellation of the membership, your contract will continue for a further 12 months on the same terms and conditions.

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63. Should cancellation take place before the end of the contract period, and any and all benefits utilised by the member including, but not limited to the free benefits and discounts, will have to be paid in full to AED. The member specifically authorises a debit order or any other payment process to this effect.
64. All cancellations must be done via email correspondence for tracking purposes.
 - 64.1. Please include in the subject line, when sending an email, your vehicle registration number and **CANCELLATION** and email to club@autoelectrodynamics.co.za

24HR EMERGENCY ASSIST

TERMS & CONDITIONS

Please read these terms and conditions as the information herein is very important. If you decide not to read these terms and conditions in full, please then don't accept these terms and conditions and not use the application.

This End-User Agreement (the "Agreement") is a legal agreement between an individual or entity (the "User"), and NFA Security (Pty) Ltd trading, governing the access or use by the User, from within the borders of South Africa of applications, websites, content, information and data of NFA Security or its licensor.

By making use of the NFA Security mobile portal application or the NFA Security service platform or the service, you agree to be bound by these terms and conditions.

1. THE SERVICES

1.1. The Services constitute a mobile platform that enables the User to use NFA Security's mobile application to alert the nearest security responder of an emergency;

1.2. The responders are part of independent third-party security under agreement with NFA Security or certain NFA Security affiliates ("Third Party Providers") ("the Service/s");

1.3. The NFA Security service platform has been developed specifically for the use with certain mobile devices that incorporate GPS – it is therefore assumed that you

1.3.1. understand the restrictions and functionality of your smartphone and;

1.3.2. understand you are bound by any other terms and conditions that exist when using the

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smartphone and any networks that may provide services to the smartphone;

1.4. By using the Services, the User provides permission to said third party security providers to trace his/her/its mobile devices to his/her/its current location and to gain access to the property upon which his/her/its device is located;

1.5. All data collected by the NFA Security app or service platform will be stored by NFA Security and NFA Security has the right to use such data in compliance with applicable legislation;

1.6. The User agrees that your personal information, including your location, may be made available to third parties when you use the NFA Security app or service platform to activate a panic.

1.7. The service platform is currently for use within The Republic of South Africa only. The service platform will not work outside The Republic of South Africa;

1.8. Unless otherwise agreed by NFA Security in a separate written agreement with the User, the Services are made available solely for the User's personal, non-commercial use.

1.9. THE USER ACKNOWLEDGES THAT NFA SECURITY DOES NOT PROVIDE SECURITY ASSISTANCE SERVICES OR FUNCTION AS A SECURITY PROVIDER AND THAT ALL SUCH SECURITY & SERVICES ARE PROVIDED BY INDEPENDENT THIRD-PARTY CONTRACTORS WHO ARE NOT EMPLOYED BY NFA SECURITY OR ANY OF ITS AFFILIATES.

2. PRICING OF SERVICES

2.1. INCLUDED IN THE AED CLUB MEMBERSHIP.

ARMED RESPONSE

Usage of the Services is bound by a fair use policy which offer any User unlimited call outs every 12 months, whereafter the User may be requested to pay for any additional alarms if the services is abused and used for events other than emergencies - The Prices include VAT.
Out of terms usage*: R850.00 (VAT exclusive)

2.5. The User understands that use of the Services may result in charges to the User for excessive

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use of services or goods the User receives from a Third Party Provider ("Charges").

2.6. Refund policies - Subscription fees are payable monthly in advance. No refunds will be allowed on monthly payments.

3. CANCELLATION

3.1. The User may give notice to NFA Security at any time by sending a cancellation letter to security@nfaonline.co.za

3.2. NFA Security may give notice to the User by publishing a general notice on the NFA Security website, or by sending communication to the User's email address, telephone or text message (SMS) to the User's number linked to the Membership.

4. USER'S MOBILE PHONE

4.1. The User may be bound by various terms and conditions by the manufacturer of the User's mobile phone and/or supplier of the mobile phone operating system and/or service providers that provide services used in conjunction with the User's mobile phone, including but not limited to GSM service providers - It is the User's responsibility to be aware of these terms and conditions as the User's use of the service platform may impact on these;

4.2. The User's network service provider and carrier rates apply for telephony, data transmission, and text messaging and these charges are for the User's account at all times – should the User be on a prepaid contract then the onus is on the User to ensure that sufficient airtime, data and text messages are available;

5. NATIONAL COVERAGE

At the time of publication of these Terms and Conditions, NFA Security has access to just under 2500 reaction units, which consist of a minimum of two highly trained personnel.

6. EXPECTED ARRIVAL TIMES

The following indicates the expected arrival times of NFA Security:

- 0-10km - 5 to 10 minutes
- 10-50km - 11 to 30 minutes
- 51-100km - 31-60 Minutes
- 101km + - As soon as possible

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6.1. The above arrival times depend on the distance from the closest armed responding vehicle. NFA Security will use our best endeavours to meet the expected time of arrival 100% of the time.

6.2. If you are more than 101km from the nearest responder we are completely committed to finding you as soon as possible, but we cannot commit to a timeframe. The Crisis centre will provide an estimated time of arrival to you once they have confirmed your location.

6.3. Whilst NFA Security's goal is to arrive within the committed time frames to protect you, there are certain circumstances beyond our control, which can prevent or delay the responder arriving within that time, such as adverse weather conditions, acts of God, adverse road conditions, heavy traffic, roadside accidents or cellular network coverage. However, the crisis centre will inform you of the expected arrival time throughout.

7. GRANT OF LICENSE

7.1. Software Product License - Subject to the terms of this Agreement NFA Security hereby grants to the User a non-exclusive, non-sublicensable, revocable, non-transferable license to possess and to use the Service. The Service is being distributed by NFA Security and the User is not allowed to charge for distributing this Service, either for profit or merely to recover costs.

7.2. License and Use - The User's access and use of the Service is licensed and not sold. In consideration for the User's payment of and use of the Service, NFA Security agrees to provide the User with a limited, non-exclusive, limited duration, subscription license to the Service, subject to the terms and limitations set forth in this Agreement for the term that the User's subscription purchase determines,

beginning on the date the User first purchases his/her/its subscription. The subscription term will be provided to the User at the time of purchase.

8. DESCRIPTION OF RIGHTS AND LIMITATIONS

8.1. Limitations. The User may not decompile, disassemble, or reverse engineer the software utilized for the Services.

8.2. The User may not distribute, publicly perform or display, lease, sell, transmit, transfer, publish, edit, copy, create derivative works from, rent, sub-license, or otherwise make unauthorized or unlawful use of the Services.

8.3. Update and Maintenance. The User agrees that from time to time the Services may be inaccessible or inoperable for any reason, including, without limitation:

- i. equipment malfunctions;



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- ii. periodic maintenance procedures or repairs NFA Security or its licensors may undertake from time to time; or
- iii. causes beyond the control of NFA Security.
- iv. All support (if any) for the Services will be provided to the User by NFA Security.

9. OWNERSHIP OF INTELLECTUAL PROPERTY

All copyright, trademarks, design rights, patents and other intellectual property rights (registered and unregistered) in respect of the Services belongs to NFA Security.

10. TERMS OF AGREEMENT

This License Agreement is effective upon the User's acceptance as set forth herein and shall continue in full force until the User's subscription ends or is otherwise terminated. NFA Security reserves the right, in its sole discretion and without notice, at any time and for any reason, to:

- 10.1. automatically terminate the license if the User fails to comply with any of the terms and conditions set forth in this Agreement; or
- 10.2. remove or disable access to all or any portion of the Services; or
- 10.3. suspend the User's access to or use of all or any portion of the Services;

11. REPRESENTATIONS AND WARRANTIES

The User represents and warrants to NFA Security that:

- 11.1. User is over the age of eighteen (18) and has the power and authority to enter into and perform he/she/its obligations under this Agreement;



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11.2. User shall comply with all terms and conditions of this Agreement, and the User has provided accurate and complete information to NFA Security including, but not limited to, the User's legal name, address, telephone number, and billing information.

12. ACCESS AND USE OF THE SERVICES

In order to use and access most aspects of the Services, the User must register for a NFA Security Services Membership (Membership).

The User agrees to maintain accurate, complete, and up-to-date information in his/her/its Membership. The User may not assign or otherwise transfer his/her/its Membership to any other person or entity. The User agrees to comply with all applicable laws when accessing or using the Services, and you may only access or use the Services for lawful purposes.

13. WARRANTY DISCLAIMER

13.1. NFA Security does not warrant that the mobile application portion of the service platform will be compatible with your mobile device;

13.2. NFA Security does not warrant the response of any third party service providers, nor do we warrant the quality of their service, the reaction time or if such service provider will respond to you at all;

13.3. service is subject to normal constraints of the respective carriers of data and information – NFA Security can, for example, not be held liable for voice calls that fail or do not connect, for late or non-delivery of any data whether SMS, IP-data and so on;

13.4. use of the NFA Security platform carries inherent risk – you agree to such risk and we have no liability of whatever nature if you use the service platform, or any component thereof;

14. INDEMNITY

The User agrees to indemnify and hold NFA Security and its affiliates and their officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with:



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14.1. User's use of the Services;

14.2. User's breach or violation of any provision of this Agreement;

14.3. NFA Security's utilization of the User's user content

14.4. User's violation of the rights of any third party, including third party providers.

15. GENERAL

15.1. NFA Security is prevented from or restricted directly or indirectly from carrying on all or any of its obligations under this Agreement due to any reason or cause beyond their control or by reason of force majeure, NFA Security shall be relieved of its obligations in terms of this Agreement during such period.

15.2. no joint venture, partnership, employment, or agency relationship exists between the User, NFA Security or any Third-Party Provider as a result of this Agreement or the use of the Services.

15.3. any provision under this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent.

15.4. NFA Security's failure to enforce any right or provision under this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by NFA Security in writing.

15.5. these terms & conditions contain the entire agreement between the Parties in regard to its subject matter. Neither Party will be bound by any expressed or implied term, undertaking, representation, warranty, promise nor the like not included or recorded in these Terms

18. PROTECTION OF PERSONAL INFORMATION ACT

18.1. NFA Security and all entities and subsidiaries, Registration Number 2021/691743/07 (NFA Security, it, we, us or our) has its head office at 24 Porter Street, Worcester, South



*Vat No: 4080266150
Reg No: 2012/048982/07
UNIT 4,
9 BREMEN CLOSE
AIRPORT INDUSTRIA
7490
P.O.BOX 324
CENTURY CITY
7446
TEL:021 691 0420/21/22/23
FAX: 021 691 0356*

Africa.

18.2. NFA Security is committed to treat all personal information carefully and responsibly.

18.3. Personal information includes but is not limited to any information that lets NFA Security identify you, such as your name/s and surname combined with your physical address, contact details and/or passport/identity number.

18.4. Personal information (in South Africa) also refers to the personal information that uniquely identifies a legal entity, such as the trading name of a company combined with the company registration number.

18.5. Personal information may be given to or collected by NFA Security in writing as part of a written application form, electronically (email), telephonically, online (www.nfaonline.co.za) or via the NFA Security app.

18.6. Processing of personal information includes any initial processing that NFA Security does when we first collect your personal information. The term 'processing' includes collecting, using, altering, merging, linking, organising, disseminating, storing, retrieving, disclosing, erasing, archiving, destroying or disposing of personal information.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the Republic of South Africa.

Unless stated otherwise elsewhere in this Agreement, the Parties hereto irrevocably and unconditionally consent to the non-exclusive jurisdiction of the Johannesburg High Court or a jurisdiction agreed to by the Parties in regard to the enforcement of any rights to all matters arising from this Agreement.

Should the User require further information about NFA Security's Terms and Conditions, please do not hesitate to contact NFA Security



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at security@nfaonline.co.za.

Company Information

Should you want to contact us regarding these terms and conditions or any other matter please email security@nfaonline.co.za or call Phone: 023 342 3600

Please tick the appropriate membership box.

- Bronze Membership R195/month
- Silver Membership R350/month
- Gold Membership R480/month
- Platinum Membership R1050/month

Name & Surname: _____

ID number: _____

Cell no: _____ **Work Tel no:** _____

Email address: _____

Home address: _____

Make of vehicle: _____

Model: _____

Year: _____

Vehicle reg no for membership: _____

Engine no: _____

Vin no: _____

By signing this agreement you acknowledge that you have read and understand the agreement in its entirety and all information provided is true and correct.

Member's signature: _____

Date: _____