



Contents

Background	2
Definitions	2
Applicable Contractual Conditions	2
Acceptance of the Proposal.....	3
Relationship Between Client and End Users	3
Enabling and implementation	3
Grant of rights	4
Updates to the Terms	5
Pricing and Payment Terms	5
Term and Termination	5
Deemed “Live”	5
Definition of a User	6
Software Use	6
System messages and notifications	6
Advertising in the Community App	6
Support and Fault Reporting	7
Hardware Supply and Installation	7
Hardware Rental	8
Swap & Repair Service.....	8
Digital Voting Module	8
Emergency Function	9
Speed Management and Penalty Module	9
Confidentiality AND DATA PROTECTION	10
Availability of Services.....	11
Indemnity and Liability Limitation	11
Dispute Resolution	12
General Provisions.....	12
Force Majeure.....	12
Failure and/or unavailability of services	12
Electronic signatures	12
Intellectual Property and Work Product.....	13
Intellectual Property Indemnity.....	13
Third-Party Services Disclaimer	13
Third party Integration	13
Audit Rights	13
Beta Features	13
Assignment and Subcontracting	13
Consumer Protection	13
Language and Interpretation.....	14
Survival of Obligations.....	14



Background

GLOVent Solutions (Pty) Ltd ("GLOVent") offers a wide range of services and solutions designed for community management, including software applications, hardware, and professional support services. These Terms and Conditions govern the use of GLOVent's products and services as outlined in the relevant proposals, orders, or service schedules accepted by clients.

Definitions

For the purposes of these Terms, the following definitions apply:

- **Agreement:** The binding document formed upon acceptance of the Proposal and these Terms.
- **Client:** The entity (such as an estate, property manager, or community association) that contracts directly with GLOVent for the provision of Services.
- **Confidential Information:** All proprietary or non-public information disclosed under this Agreement.
- **Services:** The products, applications, and related support services provided by GLOVent.
- **Hardware:** Any physical equipment provided by GLOVent as part of its services.
- **Proposal:** The document outlining specific services, pricing, and conditions provided to the client
- **Activation Date:** The date on which access credentials are issued to the Client and/or any transaction is processed using the Services, or as otherwise specified in the Proposal.
- **Administrator:** An individual appointed by the Client with rights to configure, manage, and oversee the use of the Services on behalf of the Client, including managing user profiles and permissions.
- **Authorized User:** Any employee, contractor, or agent of the Client who is granted access credentials by GLOVent or the Client and is authorized to use the Services in accordance with this Agreement.
- **End User:** A person granted limited access to the Services through a Client-managed account, typically a resident, community member, visitor, or member of the public interacting with the GLOVent ecosystem, who may not be a party to the Agreement.
- **Fees:** All amounts payable by the Client to GLOVent for the use of the Services, Hardware, implementation, support, or any other offering as detailed in the Proposal or pricing schedule.
- **Implementation Phase:** The period starting from the Commencement Date to the Activation Date, during which GLOVent performs setup, configuration, training, and any customization required for deployment.
- **Proposal:** A formal document provided by GLOVent to the Client setting out the Services, Fees, term, deliverables, and other commercial terms, which, upon acceptance, forms part of this Agreement.
- **Services Term:** The period during which the Client is licensed to access and use the Services, beginning on the Activation Date and continuing until terminated in accordance with the Agreement.
- **SLA (Service Level Agreement):** An optional document that may be executed separately between the parties setting out performance commitments, uptime guarantees, and support timelines, as agreed.
- **Sub processor / Operator:** Any third party appointed by GLOVent to process personal data on its behalf under this Agreement.
- **Termination Notice Period:** The minimum advance notice required by either party to validly terminate this Agreement as provided in the Term and Termination clause.
- **Third-Party Integration:** A technical interface between GLOVent's platform and any third-party system or service (including but not limited to access control, visitor management, utility billing, or emergency response platforms) that enables data exchange or functional interoperability.

Applicable Contractual Conditions

These Terms and Conditions ("Terms") govern the contractual relationship between Glovent Solutions (Pty) Ltd ("GLOVent") and the Client and shall be read together with the Proposal and any documents expressly referenced therein. Collectively, these documents form the complete and binding agreement between the Parties.

The Client expressly confirms that it has not relied on any representations, statements, warranties, promises, or inducements—whether oral or written—other than those explicitly set forth in these Terms or in the Proposal. Any prior negotiations, communications, or discussions not specifically incorporated herein are hereby excluded from the agreement.

In the event of a conflict between these Terms and the specific provisions of the Proposal or its referenced schedules, the provisions of the Proposal shall take precedence unless expressly stated otherwise in writing and agreed to by both Parties. These Terms and Conditions ("Terms") govern the relationship between Glovent Solutions (Pty) Ltd ("GLOVent") and the Client, together with the accompanying Proposal. These Terms, the Proposal, and any referenced documents constitute the entire agreement. The Client confirms that no representations, warranties, or guarantees not expressly stated in this document have been relied upon.



Acceptance of the Proposal

Acceptance of the Proposal, either through signing or issuing a formal order, shall constitute a binding agreement. Any conflicts between these Terms and the Proposal shall be resolved in favour of the Proposal, unless expressly agreed otherwise in writing.

Relationship Between Client and End Users

The Client acknowledges and agrees that:

- GLOVent's contractual relationship is exclusively with the Client. End Users are not parties to this Agreement and shall have no rights to enforce its terms.
- The Client is solely responsible for authorizing, managing, and revoking End User access to the Services, including ensuring that End Users comply with applicable laws and the Client's own internal policies.
- GLOVent acts as a technology service provider to the Client and processes End User data on the Client's behalf in accordance with applicable data protection laws and the terms of this Agreement.
- Any misuse, data entry errors, or unauthorized actions by End Users shall be the responsibility of the Client.
- GLOVent is not liable for any claims, disputes, or damages arising from the Client's relationship with End Users, or any disputes between End Users and the Client or third parties.
- GLOVent may, from time to time, present terms to End Users (such as Acceptable Use Policies or service terms), but these do not constitute a direct contractual relationship unless explicitly stated.

Enabling and implementation

Scope of Enabling and Implementation Services:

- a. Where required for a specific Service (as per a Service Schedule), GLOVent shall perform the Enabling and Implementation Services against the agreed fee stated in the relevant Service Schedule.
- b. The Enabling and Implementation Services shall commence on the Commencement Date and endure for the Implementation Phase. The Customer agrees that the Initial Term for a Subscription Service, where Enabling and Implementation Services are required, shall commence on the Activation Date.

Customer Responsibilities for Customization and Data Migration:

- c. Where customization is required for the migration of data, it is the responsibility of the Customer to ensure that the information provided to GLOVent is accurate and in the format prescribed by GLOVent.
- d. GLOVent is not responsible for verifying the accuracy of the data submitted by the Customer.

Project Timelines:

- a. Exact dates and time frames for the project will be jointly agreed upon by GLOVent and the Customer as per the Project Plan and are subject to the resource availability of both parties.
- b. Both GLOVent and the Customer will ensure project role players perform tasks within the agreed timeframes specified in the Project Plan.

Testing and Acceptance:

- a. The Customer is responsible for extensively testing each component of the Services, including any customization and APIs, prior to activation.
- b. Utilization of the Services by the Customer confirms acceptance and compliance with the Customer's own security and data protection requirements.

Key Personnel Availability:

- a. The Customer shall ensure that key personnel, including the Administrator, are available to:
 - a. Attend necessary workshops and make decisions regarding the Customer's business to ensure successful implementation.
 - b. Attend training sessions as required.

Infrastructure Requirements:

- a. The Customer shall ensure that the necessary hardware and software infrastructure (as per specifications provided by GLOVent) are available before enabling, implementation, setup, and training commence.
- b. Delays in the availability of the required infrastructure will result in corresponding delays in the delivery date of the Services.

Project Dependencies:

- a. The timelines outlined in the Project Plan are dependent upon the timely receipt of required base information and unit data in the correct digital format, as well as prompt Customer feedback.



Service Levels During Implementation Phase:

- a. No Service Levels shall apply during the Enabling and Implementation Phase.1.
- b. Authorized Users:

The Customer undertakes that:

- a. It is the Customer's responsibility to appoint and remove Authorized Users by providing instructions to GLOVent.
- b. Only Authorized Users may act on the Customer's behalf. The Customer is responsible for maintaining an up-to-date list of Authorized Users and their respective user levels for the Services.
- c. The activation of each Authorized User is subject to the provision of required registration information by the Customer in a prescribed form.
- d. Each Authorized User must adhere to the security provisions as specified in the relevant clauses of this Agreement.
- e. Utilization of the Services requires Authorized Users to accept the Authorized User Service Terms.

Restrictions on Use:

The Customer shall not, and shall ensure that no third party shall:

- a. Copy, modify, duplicate, or create derivative works from the Services or Documentation.
- b. Reverse compile, disassemble, or reverse engineer any part of the Services.
- c. Use the Services to develop a competing product or service.
- d. License, sell, rent, lease, or disclose the Services or Documentation to any unauthorized third party.
- e. Store or transmit material in violation of GLOVent's Acceptable Use Policy.

Any unauthorized use or attempted circumvention of restrictions will be treated as a material breach.

Customer Responsibility:

The Customer must take reasonable steps to prevent unauthorized access to or use of the Services and promptly notify GLOVent of any such incidents.

Grant of rights

Subscription Services:

Subject to the Customer's payment of the Fees and compliance with the terms of their Agreement, GLOVent grants the Customer a non-exclusive, non-transferable, non-sublicensable, and revocable right to allow Authorized Users and End Users to access and use the Services and Documentation during the Services Term solely for the Customer's business operations relating to the Property.

Authorized Users:

The Customer undertakes that:

- a. It is the Customer's responsibility to appoint and remove Authorized Users by providing instructions to GLOVent.
- b. Only Authorized Users may act on the Customer's behalf. The Customer is responsible for maintaining an up-to-date list of Authorized Users and their respective user levels for the Services.
- c. The activation of each Authorized User is subject to the provision of required registration information by the Customer in a prescribed form.
- d. Each Authorized User must adhere to the security provisions as specified in the relevant clauses of this Agreement.
- e. Utilization of the Services requires Authorized Users to accept the Authorized User Service Terms.

Prohibited Uses:

The Customer shall not, and shall ensure that no third party shall, use the Services to:

- f. Store, distribute, or transmit material that is unlawful, harmful, threatening, defamatory, obscene, or offensive.
- g. Facilitate illegal activity or any activity causing damage or injury.
- h. Introduce viruses or other malicious software into the system.

GLOVent reserves the right to disable access to the Services for any violation of this clause without liability.

End Users:

The Customer agrees to:



- a. Permit GLOVent or its approved third-party service providers to present necessary End User Service Terms to End Users.
- b. Ensure End Users provide required registration information directly or via the Customer in the form prescribed by GLOVent.
- c. Inform End Users that access to the Services may be suspended or terminated if they violate the End User Service Terms or Acceptable Use Policy.

Restrictions on Use:

The Customer shall not, and shall ensure that no third party shall:

- a. Copy, modify, duplicate, or create derivative works from the Services or Documentation.
- b. Reverse compile, disassemble, or reverse engineer any part of the Services.
- c. Use the Services to develop a competing product or service.
- d. License, sell, rent, lease, or disclose the Services or Documentation to any unauthorized third party.
- e. Store or transmit material in violation of GLOVent's Acceptable Use Policy.

Any unauthorized use or attempted circumvention of restrictions will be treated as a material breach.

Customer Responsibility:

The Customer must take reasonable steps to prevent unauthorized access to or use of the Services and promptly notify GLOVent of any such incidents.

Grant of Rights Limitation:

The rights provided under this clause are granted solely to the Customer and may not be assigned or transferred without GLOVent's prior written consent.

Updates to the Terms

GLOVent reserves the right to amend these Terms at any time. All updates will be communicated in writing. Should the Client object, the parties will engage to resolve the dispute. If no resolution is reached, the Client may terminate the agreement in accordance with the Term and Termination Clause. The last agreed Terms shall remain binding for the notice period.

Pricing and Payment Terms

All prices are exclusive of VAT unless specifically stated. Invoices are issued monthly for services and products rendered, and payment is due within five (5) working days. Payments shall be made via electronic transfer to the bank account nominated by GLOVent.

Interest on overdue invoices shall accrue at a rate of 2% per annum above the prime interest rate. GLOVent reserves the right to suspend services for overdue accounts. Pricing is subject to annual inflation-related increases, and ad hoc increases for specific products or services may apply with written notice.

Term and Termination

This agreement is effective from the date of signature, acknowledgment of the order, or the date the system is deemed live, whichever occurs first. Unless otherwise stated in the Proposal, the agreement operates on a month-to-month basis and may be terminated by either party with at least one calendar month's written notice.

Exceptions:

- **Digital Voting Module:** Carries a mandatory minimum 12-month term.
- **Access Control and Visitor Management Systems:** May be subject to fixed-term contracts to access pricing discounts.
- **Speed Management or Penalties Modules:** Subject to a mandatory 12-month term from activation, renewable annually thereafter.

In the event of breach by either party, and where the breach is not remedied within seven (7) calendar days of written notice, the other party shall be entitled to terminate the agreement with immediate effect.

Deemed "Live"

A system shall be deemed live when:

- System access credentials are issued, and training is provided to at least one Client representative; or
- The system is used to process any transactions.



- If the Client raises a dispute regarding go-live status within five (5) business days of the above conditions being met, the matter shall be reviewed in good faith before final determination of system activation.

Definition of a User

For the purposes of this agreement and any associated products or modules, a "User" shall be defined as any individual profile that is actively registered, enabled, or otherwise listed on the GLOVent platform or mobile application. This includes, but is not limited to:

- Residents, community members, or occupants registered under a community profile.
- Administrators and committee members with administrative or limited rights access.
- Security personnel, contractors, and staff whose profiles are maintained for operational purposes.
- Any individual granted system credentials, notification permissions, or access to features within the GLOVent ecosystem.

A User is considered active if the profile is not disabled, suspended, or deleted by the Client or system administrator, regardless of usage frequency. User definitions may vary where explicitly specified in the signed Proposal or related annexures, and such definitions shall supersede this general definition in the context of that Proposal.

Clients are responsible for the integrity and accuracy of user records. GLOVent may rely on the user data provided for system functionality, reporting, licensing, and support purposes.

Software Use

GLOVent grants the Client a non-exclusive, non-transferable licence to use the software strictly for its intended purposes. All rights to the software, its modifications, enhancements, and updates remain the property of GLOVent. The Client may not reverse-engineer, decompile, or modify the software.

System messages and notifications

Service Communications:

- GLOVent reserves the right to send system-related messages to users via the mobile application, SMS, email, or other relevant channels where appropriate. These communications may include but are not limited to:
 - System updates and notifications.
 - Security alerts and login confirmations.
 - Information related to scheduled maintenance, outages, or critical service issues.
 - Feature changes, upgrades, or enhancements relevant to the functionality and performance of the Services.

Exclusion of Marketing Content:

These communications are not intended to include any marketing or promotional content. No marketing material will be sent via System messages or notifications without prior explicit consent.

Advertising in the Community App

The generic GLO Community Member App is provided at no cost to communities and their members. GLOVent reserves the right to include third-party or in-house advertising within the application.

Generic GLO Community Member Application:

- GLOVent reserves the right to display advertisements within the generic community member app at no additional cost to the client or community members.
- Advertisements will comply with all applicable laws, including the Advertising Regulatory Board (ARB) Code and POPIA.
- All Ads will:
 1. Be Clearly identified as Advertising,
 2. Comply with ARB Code and POPIA,
 3. Avoid Misleading content,
 4. Be presented in a manner that does not interfere with core application functionality.

Personalized Applications:

- No advertisements will be displayed without prior written consent from the client.
- Clients opting for advertisements may receive rebates, subject to separate agreements.

User Consent:

- Personal data used for targeted advertising will adhere to POPIA regulations.
- Users may opt out of marketing communications as specified in the privacy policy and associated fee terms.



Support and Fault Reporting

Clients may report faults or request support via the following channels:

- Web: www.glovent.net
- Email: clientcare@glovent.co.za
- Phone: +27 11 568 0132

Support is available during GLOVent's standard business hours:

- Monday to Thursday: 08:00 – 17:00
- Friday: 08:00 – 16:00
- Excluding South African public holidays.

After-hours support is provided on a best-effort basis and should be submitted via the web support portal.

Support Procedure:

GLOVent will provide the Support in accordance with best industry practices on a best-effort basis. If no separate Service Level Agreement (SLA) has been signed, the minimum service standard shall be:

- Critical faults responded to within 8 business hours
- Resolution target within 2 business days unless otherwise communicated

These minimum service levels are non-binding but serve as a performance benchmark. A formal SLA may be agreed to in writing at an additional fee between the parties for binding service metrics.

The standard support procedure is as follows:

1. GLOVent will acknowledge receipt of the support query via email or ticketing system.
2. The issue will be assessed to determine whether it falls within the scope of GLOVent's services.
3. If the issue is within scope, GLOVent will:
 - Log the request in the internal support system.
 - Communicate the proposed resolution plan and expected turnaround time.
 - Assign a support agent or team member to resolve the issue.
4. If the issue falls outside of scope, GLOVent will advise the Client accordingly and may provide a quote for out-of-scope work where applicable.

System Maintenance:

- Scheduled maintenance will be performed outside of business hours where possible.
- If maintenance must occur during business hours, GLOVent will provide at least 24 hours' prior written notice.
- Emergency maintenance may occur with minimal notice; efforts will be made to minimize disruptions. GLOVent guarantees maintenance aligns with industry standards, ensuring optimal system performance.

Emergency Repairs:

- In the event of unplanned outages or urgent corrective work, GLOVent will make reasonable efforts to notify affected Clients as soon as possible.

All support requests are subject to internal prioritisation based on severity and operational impact. The Client agrees to cooperate fully in providing access and information necessary to resolve issues efficiently.

Hardware Supply and Installation

Quotations provided by GLOVent are based on the assumption that all necessary infrastructure, including power supply, cabling, and conduits, is readily accessible and in suitable condition for installation. Unless expressly stated otherwise in the Proposal or quotation, GLOVent's scope of work does not include civil works, trenching, drilling, or excavation. Should such services be required, they will either be quoted separately or must be arranged independently by the Client.

Ownership of any hardware purchased outright from GLOVent transfers to the Client upon successful delivery to the installation site, regardless of whether installation has yet occurred. Title transfer does not affect any warranty rights or obligations.

For Clients who opt to rent hardware, the rental terms and conditions are governed by a separate agreement with GLORent, a distinct legal entity under the GLOVent group. Hardware supplied on a rental basis remains the sole and exclusive property of GLORent at all times and must be returned at the end of the rental period in good working order, subject to fair wear and tear.



All hardware supplied, whether purchased or rented, is subject to the manufacturer's standard warranty terms, which cover defects in materials and workmanship under normal operating conditions. The warranty does not cover damages arising from misuse, negligence, power surges, unauthorised modification, or failure to follow installation and maintenance instructions. The Client is responsible for maintaining appropriate insurance cover for all hardware assets located on their premises.

Hardware Rental

Hardware rental is facilitated through GLORent, a separate legal entity within the Glovent group. A separate Rental Agreement applies. Quoted rentals are indicative only and subject to an affordability assessment.

Swap & Repair Service

GLOVent offers a Swap & Repair service to ensure minimal disruption in the event of hardware failure. This service is available to Clients either through specific subscription or inclusion in a Service Level Agreement (SLA).

Procedure Without Swap & Repair Subscription:

- The Client must report the faulty device to GLOVent support.
- The device must be uninstalled and returned to GLOVent by the Client at their own cost.
- GLOVent will send the device to the original equipment manufacturer for evaluation and repair.
- The turnaround time will depend on the manufacturer's repair schedule.
- No loan or replacement device will be provided unless specifically included in the Client's SLA.
- If the device is out of warranty, the Client will be issued a formal quotation for approval prior to repair.

Procedure With Swap & Repair Subscription:

- The Client reports the fault and GLOVent dispatches a replacement device (subject to availability).
- GLOVent arranges the collection of the faulty device.
- Upon receipt, the faulty unit is evaluated. If the unit is under warranty, it is repaired and returned to stock.
- If the unit is out of warranty, GLOVent will issue a quotation to the Client to approve repair or replacement.
- Repaired devices will be returned to the Client or retained as replacements, depending on preference.

Loan Units and Responsibilities:

- Where loan units are provided, they remain the property of GLOVent and must be returned in working condition.
- Loan units must be returned within seven (7) calendar days after the repaired device or replacement is received.
- Any damage to or loss of a loan unit will be invoiced to the Client at the replacement cost.

Rental Items:

- For rented equipment, GLOVent will replace faulty items with functioning units of similar specification.
- The Client remains liable for damages caused by misuse, negligence, or non-compliance with operating guidelines.
- No insurance is included under GLOVent's hardware rental. The Client is responsible for insuring all equipment on-site.

This service is subject to GLOVent's internal availability and the manufacturer's warranty terms and does not extend to civil work, network infrastructure, or third-party integrations unless otherwise agreed in writing. Under the Swap & Repair Service, GLOVent will replace faulty items and facilitate repair. If an item is outside warranty, a quote will be issued. Clients not enrolled in this service must return hardware for assessment. Loan devices must be returned and will be charged if damaged or not returned.

Digital Voting Module

The Digital Voting Module is designed to facilitate secure and auditable voting processes for residential communities. Only authenticated users with verified GLOVent profiles and appropriate permissions may participate in any voting event. The Client is responsible for configuring voter access rights and ensuring that only eligible community members are granted access.

Voting procedures are governed by the rules, constitution, or voting policy of the respective Client community. GLOVent acts solely as a technology provider and does not interfere, guarantee, validate or moderate voting outcomes of any voting process. Once submitted, all votes are final and irreversible. It is the responsibility of the Client to verify the correctness of any voting configuration prior to launch.

GLOVent takes reasonable steps to ensure the confidentiality, security, and integrity of the voting process through encrypted data handling, secure authentication protocols, and digital audit trails. However, GLOVent does not accept liability for:

- Outcome disputes arising from voting decisions,
- Access interruptions due to internet outages or local connectivity issues,
- Data loss caused by third-party devices or platforms outside of GLOVent's control.



Technical support is available during standard business hours to assist with system usage, troubleshooting, and clarifications. Additional support requirements may be addressed through a Service Level Agreement or billed separately, depending on the scope of the request.

GLOVent disclaims all liability for disputes or legal claims arising from voting outcomes, configurations, or procedural errors attributable to the Client or its representatives.

Emergency Function

The Emergency Function offered by GLOVent is designed to facilitate emergency alerts and responses and is accessible through the GLOVent mobile application. This function provides users with the ability to alert designated contacts or third-party Response Providers during distress situations.

Use of the Emergency Function is conditional on the Client's or user's opt-in to the service and may require a separate agreement with a response provider. Unless expressly subscribed to by the Client or end user, the default functionality only notifies predefined emergency contacts and does not include live integration with security or emergency response services.

Device Requirements:

- A functional mobile device with the GLOVent app installed and properly configured.
- Location services (GPS), internet connectivity, and push notifications must be enabled.
- The mobile device must be fully operational and connected to the network at the time of activation.

Activation Conditions:

- Users must consent to share personal and medical information, including contact details, physical location, and emergency data.
- The service depends on third-party response capacity, geographic availability, and service-specific subscription.
- Response times may vary depending on external conditions such as traffic, weather, signal coverage, and resource availability.

Limitations and User Responsibilities:

- GLOVent serves only as a technology facilitator. It does not operate as a response service and shall not be held liable for any failure by third-party service providers to respond or act. GLOVent shall not be liable for the actions, inactions, or performance of third-party responders or any failures due to mobile device configuration, signal loss, or internet outages.
- Users are responsible for ensuring their contact information is correct and up to date.
- The Client and end users must test the system periodically and ensure that any Response Provider linked to the service is aware of the coverage area and performance expectations.

Service Fees and Cancellation:

- Charges for the Emergency Function will be disclosed during activation and may vary depending on the Response Provider or subscription tier.
- Users may cancel the service at any time by providing written notice.
- Non-payment of service fees may result in suspension or deactivation of the Emergency Function.

This module is not a guaranteed emergency safety solution and should be used as a complementary tool alongside traditional emergency preparedness plans. GLOVent recommends that users familiarise themselves with emergency procedures and local response services independent of this offering. Use of the emergency feature is conditional on third-party service provider integration, which must be opted into by the Client. The default function sends alerts to user-defined contacts. Service delivery depends on network connectivity and device settings.

Consent is required for the processing of location, contact, and medical data. GLOVent acts as a facilitator only and is not responsible for the performance of third-party Response Providers.

Speed Management and Penalty Module

The Speed Management and Penalty Modules provides a comprehensive penalty management system for residential communities, allowing residents to view, dispute, and pay traffic or community penalties through the GLOVent platform. It also enables estate administrators to oversee, issue, and reconcile penalties through integrations with third-party speed monitoring systems such as Ambrosys or SpeedSentry.

GLOVent facilitates the secure processing of penalty payments via Netcash, either through a GLOVent-managed Netcash account or a community's independent Netcash or integrated facility, depending on preference and configuration.

Data Feeds and Accuracy:

- Data feeds for penalties are obtained from integrated third-party systems.



- While GLOVent automates the penalty feed and maintains its accuracy as per the data received, it cannot be held liable for errors originating from external providers.

Fees and Costs:

- A fixed fee of R50.00 (excluding VAT) is applied per penalty processed and collected.
- The client will be liable for all transactional fees due to Netcash or the chosen payment provider. All transactional fees and collections are documented in a reconciliation report provided monthly or weekly as agreed with the Client. Transactional Fee schedules are available on request but fall in line with the standard fee schedules from the provider. Glovent Does not add any markup to these transactional charges.

Client Responsibilities:

- The Client must provide and maintain accurate banking and contact information for the purposes of fund disbursement.
- The Client is responsible for maintaining and managing any agreements with third-party device or service providers.
- The Client must assign responsible personnel to manage administrator access to the Penalty portal and ensure data security.

Service Terms:

- The standard term of the Speed Penalty service is 12 months, renewable annually by default.
- Either party may terminate the agreement with 30 days' written notice following the initial 12-month period.
- In the event of breach not remedied within seven (7) days of notice, GLOVent reserves the right to suspend or terminate access immediately.

Limitations of Liability:

- GLOVent shall not be held liable for loss, misreporting, or delays due to incorrect data supplied by third-party providers.
- Additionally, GLOVent shall not be liable for any failure in third-party hardware not supplied or maintained by GLOVent.

All Clients making use of the Penalty Module agree to these terms as a condition of service usage.

Confidentiality AND DATA PROTECTION

Each party agrees to maintain the confidentiality of any proprietary information disclosed under this agreement. Confidential information will not be shared without prior consent, except as legally required or necessary to fulfil contractual obligations.

Confidential Information:

- GLOVent shall process all Client information with the utmost confidentiality in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA).
- GLOVent commits to using Client Information strictly for the purposes of delivering the agreed Services and not for any other purpose unless specifically authorized in writing by the Client.
- GLOVent shall ensure that all third-party operators or sub processors that process Client personal data are bound by written operator agreements that reflect obligations equivalent to those imposed on GLOVent by POPIA.

Protection Measures:

- GLOVent undertakes to employ both technical and procedural safeguards to protect the Client's Confidential Information. These measures include:
- Implementing industry-standard security protocols and regularly updating technology to prevent unauthorized access.
- Ensuring that employees, representatives, consultants, and agents who access the Client's Information are bound by confidentiality obligations and use the Information solely for the agreed purposes.
- Exercising the same degree of care in handling the Client's Information as it uses to protect its own proprietary information, with no less than reasonable diligence.

Use and Disclosure:

- GLOVent shall not use the Client's Information for purposes beyond the scope of this Agreement.
- Disclosure of Client Information to third parties is strictly prohibited unless:
- The Client provides express written consent.
- Disclosure is required by law or a valid court order.

Breach Notification:



- a. In the event of any unauthorized access, disclosure, or loss of the Client's Confidential Information, GLOVent will notify the Client immediately and take appropriate remedial actions to mitigate the breach.

Return and Destruction of Information:

- b. Upon termination of the Agreement, GLOVent shall:
 - a. Return all original Client Information, including electronic and physical copies.
 - b. Permanently delete all copies of Client Information from its systems unless required to retain them by law.

Limitation of Liability:

- a. While GLOVent will take all reasonable measures to protect Client Information, it is not liable for loss or leakage of information caused by events beyond its reasonable control, including cyberattacks or force majeure events.

Data Compliance:

- b. All personal data processing shall comply with POPIA and any applicable data protection laws.
- c. GLOVent ensures that its service providers and agents adhere to data protection standards equivalent to those outlined in this Agreement.

Confidential Information: Each party agrees to protect the other's confidential information and not disclose it without prior consent.

Data Compliance: All personal data processing complies with POPIA and other applicable laws.

Data Breaches: GLOVent will notify the client promptly in the event of a breach and take appropriate remedial actions.

Availability of Services

GLOVent undertakes to provide services on a best-effort basis. Service interruptions due to force majeure or third-party dependencies do not constitute grounds for breach. The Client may not withhold payments unless downtime results from proven gross negligence.

Indemnity and Liability Limitation

Operational Charges and Misuse:

- a. GLOVent will implement reasonable measures to minimize operational charges and potential misuse of its systems. Despite these efforts:
 - a. The Client is fully responsible for all operational charges incurred, whether from standard use or misuse of GLOVent products and services.
 - b. It is the Client's responsibility to ensure that its staff and any third parties use GLOVent products strictly for their intended purpose.
- b. GLOVent is not liable for any charges resulting from misuse, and the Client indemnifies GLOVent against all claims or costs arising from such misuse.

Exclusions of Liability:

- a. GLOVent is not liable for indirect, incidental, consequential, or special damages, including loss of profits, revenue, or business opportunities, whether arising in contract, delict, or otherwise.
- b. Notwithstanding the foregoing, GLOVent's total aggregate liability for direct damages shall not exceed the total fees paid by the Client in the twelve (12) months immediately preceding the event giving rise to the claim.
- c. This limitation shall not apply in cases of gross negligence, fraud, or intentional misconduct by GLOVent.

Applicability of Limitations:

- a. These limitations apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether damages were foreseeable or not.

No Warranty:

- b. GLOVent does not warrant that its products or services will:
 - a. Be free from errors or interruptions.
 - b. Be available at all times.
 - c. Be fit for a particular purpose.
 - d. Provide absolute security or reliability.
- c. The Client assumes all risks associated with the use of GLOVent's products and services



Dispute Resolution

Any disputes shall be referred to arbitration under the rules of the Arbitration Foundation of Southern Africa, seated in Johannesburg. The decision of the arbitrator shall be final and binding.

General Provisions

- Failure to enforce a right does not constitute waiver.
- Invalid provisions shall not affect the remainder of the agreement.
- The Client may not assign this agreement without prior written consent.
- Amendments shall only be valid if made in writing and signed by both parties.
- Notices shall be deemed delivered when:
 - Personally served;
 - Sent via registered mail (after 7 days);
 - Sent via email (next business day).

Force Majeure

Neither party shall be liable for failure to perform obligations due to events beyond their reasonable control, including but not limited to natural disasters, pandemics, wars, government restrictions, or network disruptions. If such events continue for more than sixty (60) consecutive days, either party may terminate the agreement.

Failure and/or unavailability of services

Service Standards:

- a. The Products and/or Services offered by GLOVent are provided on a "best effort" basis.
- b. GLOVent commits to delivering professional services and making all reasonable efforts to restore any unavailable Services as soon as possible.
- c. GLOVent is not liable for any claims arising from temporary unavailability of Services unless caused by gross negligence.

Limitations and Exclusions:

- a. GLOVent shall not be held responsible for failures resulting from:
- b. Acts of nature or force majeure events.
- c. Government restrictions, prohibitions, or other acts or omissions.
- d. Supplier defaults or industrial disputes.
- e. Any other events beyond GLOVent's reasonable control.

Service Disclaimer:

GLOVent cannot guarantee that Services will:

- a. Be free of errors or interruptions.
- b. Always be available.
- c. Be fit for a specific purpose.
- d. Be entirely secure and reliable.

Client Responsibilities:

The Client agrees not to:

- a. Withhold payments due to GLOVent.
- b. Deduct any monies from amounts owed.
- c. Allege a breach of contract based on temporary unavailability of Services.

The above holds unless GLOVent's gross negligence directly causes the unavailability.

Electronic signatures

Electronic Signature Consent:

- a. The Parties agree that this Agreement and any notices or other records relating to this Agreement may be signed electronically.
- b. The Parties consent to be bound by such electronic signatures as if they were original ink signatures.

Legal Effect:



- a. Any electronic signatures or click-through acceptance provided by the Customer's or GLOVent's authorized representatives shall be deemed valid and binding for the purposes of executing this Agreement or any amendments thereto.
- b. This provision complies with applicable legislation governing electronic transactions and signatures (including the Electronic Communications and Transactions Act 25 of 2002 in South Africa, or equivalent legislation in other jurisdictions).

Intellectual Property and Work Product

All intellectual property, including software, reports, training materials, and system enhancements, remains the exclusive property of GLOVent. The Client is granted a non-transferable licence for internal use only. No rights are transferred unless explicitly stated in writing.

Intellectual Property Indemnity

GLOVent shall indemnify the Client against third-party claims alleging that the Services infringe on intellectual property rights, provided that the Client promptly notifies GLOVent of any such claim and cooperates in its defence.

The Client shall indemnify GLOVent for any claims arising from Client-provided materials or configurations that infringe on third-party IP.

Third-Party Services Disclaimer

The Services may rely on third-party platforms, integrations, or devices. GLOVent disclaims all liability for service interruptions, malfunctions, or loss resulting from third-party systems, unless expressly stated otherwise in a written agreement.

Third party Integration

Where GLOVent's Services are integrated with third-party systems, including but not limited to OpenItem, utility metering platforms, emergency service providers, or access control systems, the Client acknowledges that:

- GLOVent acts solely as an integrator and not as the provider of such third-party systems;
- The use, performance, and availability of these integrated services remain subject to the terms, availability, and support levels of the relevant third-party provider;
- GLOVent shall not be liable for faults, interruptions, delays, inaccuracies, or service failures originating from any third-party system;
- The Client is responsible for obtaining all necessary licences, approvals, and access rights to permit such integrations;
- Any configuration, support, or troubleshooting relating to third-party systems may incur additional fees and must be scoped separately if not expressly included in the Proposal or SLA.

Use of third-party integrations is at the Client's discretion and risk. GLOVent provides no warranty for third-party systems unless expressly agreed in writing.

Audit Rights

GLOVent reserves the right to audit the Client's use of the Services upon 10 business days' notice, not more than once per calendar year, to confirm compliance with usage and licensing terms. Such audits shall be conducted during normal business hours and without unreasonably interfering with the Client's operations.

Beta Features

Any beta or early-access features provided by GLOVent are offered "as-is" and without warranty. These features are experimental and may be modified or removed at any time. The Client should not rely on them for mission-critical functionality.

Assignment and Subcontracting

GLOVent may subcontract any of its obligations under this Agreement provided it remains fully liable for the acts or omissions of its subcontractors.

The Client shall not assign or transfer any rights or obligations under this Agreement without prior written consent from GLOVent, which shall not be unreasonably withheld.

Consumer Protection

Where the Client is a natural person or qualifies as a consumer under the Consumer Protection Act, mandatory protections under the Act shall apply, notwithstanding any contrary provisions herein.



Language and Interpretation

These Terms are drafted in English. In the event of any translation or interpretation discrepancy, the English version shall prevail.

Survival of Obligations

Upon termination of this Agreement, the provisions relating to confidentiality, data protection, intellectual property, indemnities, limitation of liability, and dispute resolution shall survive and remain in force.