

LOCSTAT

Website Terms & Conditions of Use

1. Registration and general

- 1.1 This document sets out the terms and conditions (“Terms”) of **Locstat (Pty) Ltd** (Registration no. 2004/032015/07), (“*Service Provider*”) pertaining to the access and use of the information, products, services and functions collectively known as “Locstat”, provided either on www.locstat.co.za or through its mobile applications named “Locstat” (hereinafter both referred to collectively as “*the Website*”).
- 1.2 Any reference to “*Service Provider*” shall include its partners, affiliates, agents and subcontractors.
- 1.3 Acceptance of the Terms forms part of the registration process involved in accessing and using the Website.
- 1.4 You agree to provide and receive basic verification information for registration and security purposes prior to being able to register and subsequently access and use the products and services offered on the Website, (“*Products and Services*”) by sending and receiving information.
- 1.5 Should any person that accesses the Website (“*you*” or “*user*”) disagree with any of the Terms, you must refrain from accessing the Website and/or using our Products and Services.
- 1.6 If you are under the age of 18, you must obtain your parents’ or legal guardians’ advance authorization, permission and consent to be bound by these Terms before purchasing or using any Products or Services.
- 1.7 Service Provider reserves the right, in its sole discretion, to amend and/or replace any of, or the whole of, the Terms. Such amendments shall supersede and replace any previous Terms and shall be made available on the Website. Each time a user accesses the Website and/or uses the services, the user shall be deemed to have consented, by such access and/or use, to the Terms, as amended and/or replaced by Service Provider from time to time. If you are not satisfied with the amended Terms, you should refrain from using the Website.
- 1.8 Service Provider will however give you prior notice where we have collected personal information from you and the purpose for which we collected that information, is affected by the intended amendment.
- 1.9 If there is anything in these Terms that you do not understand then please contact us as soon as possible – see clause 12 below for contact details. Please note that calls to Service Provider are charged at national rates and may be monitored for training, security and quality assurance purposes.

2. Content of the website

- 2.1 By agreeing to these Terms during your registration process, you hereby signify your agreement to these Terms including for every future report submitted through this service. Changes to these Terms will require your further agreement in order to continue using the Website.
- 2.2 **Service Provider's Products and Services** allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material. You are responsible for any information provided and agree to its accuracy and legitimacy.
- 2.3 By completing and submitting a crime and/or incident report through the Locstat interface ("Report"), you agree that the information was as accurate as you could make it at the relevant time.
- 2.4 You agree that each Report is **authentic "real-world" information** (not fabricated) and is intended for the purposes it was designed for, i.e. crime / incident-data-collation and crime-data analysis, visualization and mapping.
- 2.5 You agree, in sending in a Report, that you have no ulterior motive other than to report and subsequently map the prevalence of crime in order to be informed and to make yourself, your family, community, business or organization safer.
- 2.6 You agree to subscribe to and benefit from the Products and Services provided on the principles of integrity, maturity, honesty, surety, subtlety and responsibility.
- 2.7 Service Provider reserves the right to make improvements, to change or to discontinue, without notice, any aspect or feature of the Website and any information or content on the Website.
- 2.8 Service Provider reserves the right to change and amend the Products and/or Services on this Website from time to time without notice.
- 2.9 Service Provider makes no representations or warranties, whether expressed or implied, as to the accuracy, completeness or reliability of any information, data and/or content on the Website, including without limitation:
 - 2.9.1 Service Provider does not warrant that the Website or information or downloads shall be error-free or that they shall meet any particular criteria of performance or quality. Service Provider expressly disclaims all implied warranties, including without limitation, warranties of merchantability, fitness for a particular purpose, non-infringement, compatibility, security and accuracy;
 - 2.9.2 Whilst Service Provider has taken reasonable measures to ensure the integrity of the Website and its contents, no warranty, whether express or implied, is given that any files, downloads or applications available via this Website are free of viruses, or any other data or code which has the ability to corrupt, damage or affect the operation of the **user's system; and**
 - 2.9.3 Service Provider disclaims any responsibility for the verification of any claims. Information published on this Website may be done so in the

format in which Service Provider receives it and statements from external parties are accepted as fact.

3. **Linked third party websites and third party content**

- 3.1 Service Provider may provide links to third party websites on the Website. These links are provided to the user for convenience purposes only and Service Provider does not endorse, nor does the inclusion of any link imply Service Provider's endorsement of, such websites, **their owners, licensees or administrators** or such websites' content or security practices and operations.
- 3.2 While Service Provider tries to provide links only to reputable websites or online partners, Service Provider cannot accept responsibility or liability for the information provided on other websites. Linked websites or pages are not under, nor subject to, the control of Service Provider. Service Provider is not responsible for and gives no warranties or makes any representations in respect of the privacy policies or practices of linked or any third party or advertised websites on the Website.
- 3.3 You agree that Service Provider shall not be held liable, directly or indirectly, in any way for the content, the use or inability to use or access any linked website or any link(s) contained in a linked website, nor for any loss or damage of any sort incurred as a result of any dealings with, or as the result of the presence of such third party linked websites on the Website. Any dealings that you may have with any linked websites, including advertisers, found on the Website, are solely between you and the third party website.

4. **Ownership of Report data**

- 4.1 You agree that upon submitting Reports through the Website, all ownership and usage rights to all the data provided and information collated in such Report is transferred to Service Provider.
- 4.2 Service Provider reserves all rights to collate, store and archive all data and information received and generated in terms of Reports during the course of this Agreement.
- 4.3 Service Provider is not constrained in any way in using, distributing, packaging, selling or publicizing in any way the data and any associated information, processed or unprocessed resulting from the Reports.

5. **Usage restrictions**

The user hereby agrees that it shall not itself, nor through a third party:

- 5.1 Copy, reproduce, translate, adapt, vary, modify, lease, licence, sub-licence, encumber or in any other way deal with any part of the Website for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;

- 5.2 Decompile, disassemble or reverse engineer any portion of the Website;
- 5.3 Write and/or develop any derivative of the Website or any other software program based on the Website;
- 5.4 Modify or enhance the Website. In the event of a user effecting any modifications or enhancements to the Website in breach of this clause, such modifications and enhancements shall be the property of Service Provider;
- 5.5 Without Service Provider's **prior written consent**, provide, disclose, divulge or make available to or permit the use of or give access to the Website by persons other than the user;
- 5.6 Remove any identification, trademark, copyright or other notices from the Website;
- 5.7 Post or transmit, by means of reviews, comments, suggestions, ideas, questions or other information through the Website, any content which is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, profane or hateful, or racially, ethnically, religiously or otherwise objectionable content of any kind, save insofar as it is strictly necessary, relevant and incidental to submitting a Report;
- 5.8 Notwithstanding anything contained to the contrary in these Terms, use the Website for any purpose other than personal, non-commercial and information purposes.

6. Security

- 6.1 In order to ensure the security and reliable operation of the Products and Services to all Service Provider's **users**, Service Provider hereby reserves the right to take whatever action it may deem necessary to preserve the security, integrity and reliability of its network and back-office applications.
- 6.2 You may not utilise the Website in any manner which may compromise the security of Service Provider's **networks** or **tamper** with the Website in any manner whatsoever, which shall include without limitation, gaining or attempting to gain unauthorised access to the Website, or delivering or attempting to deliver any unauthorised, damaging or malicious code to the Website, all of which is expressly prohibited. Any person or entity which does so, or attempts to do so, shall be held criminally liable. Further, should Service Provider suffer any damage or loss, civil damages shall be claimed by Service Provider against the user.
- 6.3 Any user who commits any of the offences detailed in Chapter XIII of the *Electronic Communications and Transactions Act* 25 of 2002 ("*ECTA*") shall, **notwithstanding criminal prosecution**, be liable for all resulting liability, loss or damages suffered and/or incurred by Service Provider.

7. Intellectual Property Rights

- 7.1 For the purpose of this clause, the following words shall have the following meanings ascribed to them:
- 7.1.1 **“Intellectual Property Rights”** means all and any of the rights in and to intellectual property of any nature whatsoever owned and/or controlled directly or under licence by Service Provider, now or in the future, including without limitation, Service Provider’s rights, title and interest in and to all technology, source code/s, trade secrets, logos, systems, methods, trademarks, trade names, styles, insignia, designs, patents and copyright, and all similar proprietary rights which may subsist in any part of the world, whether registered or not.
- 7.2 All copyright and other intellectual property rights in all content, trademarks, software, data, material, including logos, databases, text, graphics, icons, hyperlinks, confidential information, designs, agreements, and multimedia works, published on or via the Website (**“proprietary material”**), are the property of, or are licensed to, Service Provider and as such are protected from infringement by local and international legislation and treaties.
- 7.3 By submitting Reports (other than your personal information) to Service Provider for posting on the Website, you automatically grant Service Provider a non-exclusive, royalty-free, perpetual, irrevocable right and licence to use, reproduce, publish, translate, sub-license, copy and distribute such content in whole or in part and to incorporate it in other works in any form, media, or technology now known or hereinafter developed, for the full term of any copyright that may exist in such content.
- 7.4 All rights not expressly granted are reserved and no right, title or interest in any proprietary material or information contained in this Website is granted to you.
- 7.5 Except with Service Provider’s **express written permission**, no proprietary material from this Website may be copied or retransmitted.
- 7.6 Irrespective of the existence of copyright, the user acknowledges that Service Provider is the proprietor of all material on the Website (except where a third party is indicated as the proprietor), whether it constitutes confidential information or not, and that the user has no right, title or interest in any such material.
- 7.7 Service Provider authorises you only to view, copy, temporarily download to a local drive and to print the content of this Website, or any part thereof, provided that such content is used for personal purposes and for information purposes only, and such content is used for non-commercial purposes.

8. Risk, limitation of liability and indemnity

- 8.1 The Products and Services provided by Service Provider on the Website is for information purposes only. **The user’s use of this Website and the information contained on the Website and provided**

by you by way of Reports is **entirely at the user's own risk and the user** assumes full responsibility and risk of loss, damage, injury or death resulting from the use thereof or resulting from sharing it with any third party.

- 8.2 The transmission of information via the internet, including without limitation e-mail and Website access, is susceptible to monitoring and interception. The user bears all risk of transmitting information in this manner. Under no circumstances shall Service Provider be liable for any loss, harm, damage or death suffered by the user or a third party as a result thereof. Service Provider reserves the right to request independent verification of any information transmitted via e-mail or the Website and the user consents to such verification should Service Provider deem it necessary.
- 8.3 To the extent permissible by law:
- 8.3.1 Neither Service Provider, its affiliates, partners, shareholders, agents, consultants or employees shall be liable for any damages, injury or death whatsoever, including without limitation any direct, indirect, special, incidental, consequential or punitive damages, howsoever arising (whether in an action arising out of contract, statute, delict, criminal activity or otherwise) related to the use of, or the inability to access or use the content of the Website or any functionality thereof, or the information contained on the Website, or of any linked website, even if Service Provider knows or should reasonably have known or is expressly advised thereof.
- 8.3.2 The liability of Service Provider for faulty execution of the Website as well as all damages suffered by the user, whether direct or indirect, as a result of the malfunctioning of the Website shall be limited to Service Provider rectifying the malfunction, within a reasonable time and free of charge, provided that Service Provider is notified immediately of the damage or faulty execution of the Website. This liability shall fall away and be expressly excluded if the user attempts to correct or allows third parties to correct or attempt to correct the Website without the prior written approval of Service Provider. However in no event shall Service Provider be liable to the user for loss of profits or for special, incidental, consequential or punitive losses or damages arising out of or in connection with the Website or its use or the delivery, installation, servicing, performance or use of it in combination with other computer software.
- 8.3.3 You hereby unconditionally and irrevocably indemnify Service Provider and agree to hold Service Provider free from all loss, injury or death damages, claims and/or costs, of whatsoever nature suffered or incurred by Service Provider or instituted against Service Provider as a direct or indirect result of:
- 8.3.3.1 Your use of the Website and the information thereon contained;
- 8.3.3.2 Your sharing any of the information contained on the Website with a third party;
- 8.3.3.3 The content of any Reports submitted by you;

- 8.3.3.4 Software, programs and support services supplied by, obtained by or modified by you or any third party without the consent or knowledge of Service Provider;
 - 8.3.3.5 Your failure to comply with any of the terms or any other requirements which Service Provider may impose from time to time;
 - 8.3.3.6 The actions or requirements of any telecommunications authority or a supplier of telecommunications services or software; or
 - 8.3.3.7 Any unavailability of, or interruption in, the Products and Services which is beyond the control of Service Provider.
- 8.4 Service Provider makes no warranty or representation as to the availability, accuracy or completeness of the content of the Website. You expressly waive and renounce all your rights of whatever nature that you may have against Service Provider for any loss, damage, injury or death suffered by you or any third party, as a result of information supplied by Service Provider to you via the Website being incorrect, incomplete or inaccurate.

9. Service Provider privacy and cookie policy

- 9.1 This clause 9 provides details about our Privacy and Cookie Policy, which Policy forms part of these Terms. Service Provider takes your privacy seriously and is committed to protecting your personal information. We use the personal information that we collect from you in accordance with this Privacy and Cookie Policy.
- 9.2 Personal information when used in this Policy means information that can identify you as an individual or is capable of identifying you. By **personal information we don't mean general, statistical, aggregated or anonymised information.**
- 9.3 Your use of our Products and Services signifies your consent to us collecting and using your personal information as specified below.
- 9.4 The personal information we require from you is specified when registering for our products and services through our Website.
- 9.5 Service Provider will or may use your personal information for registration, verification and security reasons and as a means of contacting you for any required reason for the duration of the Agreement. By accepting these Terms, you agree to your information being stored and used as a means to verify your identity and if needs be contact you. Service Provider also uses your information in order to block you as a user and/or delete any spurious, repetitious or irrelevant or undesirable reported information, which you hereby consent to in advance.
- 9.6 The time periods for which we keep your information may vary according to the use or purpose attached to the information. Unless there is a specific legal requirement requiring us to keep your information, however, we will not keep it for longer than necessary for the purpose for which the information was collected or for which it is to be processed.

- 9.7 Service Provider is committed to User privacy and information security. Service provider will not share, provide, sell or disclose User personal information to a third party, for any purpose not contemplated by this agreement.
- 9.8 We may allocate cookies during the registration process for our services. These cookies will hold information collected during your registration and will allow us to recognise you as a customer and provide you with the services you require.

10. Confidentiality

- 10.1 By subscribing as a user, you agree that you shall hold in the strictest confidence and not disclose to any third party information acquired in connection with any aspect of the Products and/or Services offered by Service Provider. You shall notify Service Provider should you discover any loss or unauthorised disclosure of the information.
- 10.2 Any information or material sent to Service Provider by way of a Report will be deemed to be confidential.

11. Breach or cancellation by Service Provider

- 11.1 Service Provider is entitled without notice, in addition to any other remedy available to it at law or under these Terms, including obtaining an interdict, to cancel these Terms, limit or deny such user use of the Website and services, or to claim specific performance of any obligation whether or not the due date for performance has arrived, in either event without prejudice to Service Provider's **right to claim** damages, should any user:
- 11.1.1 Breach any of these Terms;
- 11.1.2 In the sole discretion of Service Provider, use the Website in an unauthorised manner; or
- 11.1.3 Infringe any statute, regulation, ordinance or law.
- 11.2 In the event of such Breach of Contract, the user is required to return all provided Products and where relevant Services to Service Provider. Additionally, the user agrees to delete all copies of such Products and where relevant Services from his systems (paper files and electronic copies) and, if deemed necessary to provide independent proof that such deletion has occurred.
- 11.3 The termination of this agreement will not release the user from his obligations under this agreement, which by their nature survive the agreement, such as those pertaining to intellectual property and confidentiality.
- 11.4 Breach of these Terms entitles Service Provider to take legal action without prior notice to the user and the user agrees to reimburse the costs associated with such legal action to Service Provider on an attorney and own client scale.

12. Compliance with section 43(1) of ECTA

In compliance with section 43 (1) of the ECTA, the following is noted:

- 12.1 Full name: Locstat (Pty) Ltd;
- 12.2 Registration number: 2004/032015/07
- 12.3 Physical address: Mazarin House (Block O), Greenford Office Estate, Punters Way, Kenilworth, 7708, Cape Town, South Africa
- 12.4 Telephone number: 021 683 3624
- 12.5 Website address: www.locstat.co.za
- 12.6 E-mail address: info@locstat.co.za
- 12.7 Names of office bearers: Ryno Goosen
- 12.8 Registered at: Mazarin House (Block O), Greenford Office Estate, Punters Way, Kenilworth, 7708, Cape Town, South Africa

13. Compliance with laws

The user shall comply with all applicable laws, statues, ordinances and regulations pertaining to your use of and access to this Website.

14. Notices

Except as explicitly stated otherwise, any notices shall be given by email at the address reflected in clause 12.7 (in the case of Service Provider) and to the e-mail address you have provided to Service Provider (in your case), or such other address that has been specified. Notice shall be deemed given 48 (forty-eight) hours after an email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Service Provider may give you notice by registered mail, postage prepaid and return receipt requested, to the address which you have provided to Service Provider. In such case, notice shall be deemed given seven (7) days after the date of mailing. You acknowledge that all agreements, notices or other communication required to be given in terms of the law or these Terms may be given via electronic means and that such communications shall be “in writing”. Notwithstanding anything to the contrary, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address (es) for that purpose.

15. Payment

- 15.1 The user agrees to make payment for Products and Services as separately agreed in terms of any Contract the parties shall execute prior to this agreement.
- 15.2 The user agrees that such payments shall include regular subscription

and *ad hoc* payments as specifically invoiced for, as part of the provision of Products and Services.

- 15.3 The user agrees that if he fails to pay the aforesaid agreed and required amounts, his access to the Website and Products and Services may be immediately suspended without prior notice, pending such payment.

16. Additional user obligations

Due to the nature of the Products and Services provided, the user agrees, without exception, to adhere to the following provisions:

- 16.1 To store all received Products in a secure location (physical or electronic) and will take all reasonable measures to prevent the loss of the Products.
- 16.2 To not distribute information provided as Products and Services to any individual/s, company or organization unless expressly agreed to in writing by the Service Provider.
- 16.3 To not publish or communicate any of the information contained in the Products and Services provided in a public forum or with the public at large. This includes publication on any platform, medium, form or mode, to any individual, organization or entity, including by word of mouth, paper, social media, internet or physical display etc.
- 16.4 To not use any of the information provided in or by the Products and Services delivered, for any use other than in preventing crime and agrees that its use is restricted to within South Africa only.
- 16.5 To not use any of the information provided in or by the Products and Services for any use in politics or media agenda in South Africa or globally, in any way.

17. Dispute resolution

- 17.1 Any dispute resulting in a deadlock which may arise between the parties shall be submitted to a referee who shall be a Counsel practicing at the Cape Town Bar and who shall, failing agreement between the parties as to the appointment within ten (10) days after the deadlock has arisen, be nominated by the President or acting President of the Law Society of the Western Cape or its successor.
- 17.2 The parties shall be entitled to appear personally or by a single agent, duly appointed, but without any legal or other professional assistance, before the referee and the proceedings shall be conducted as informally as possible.
- 17.3 The referee in his decision shall determine the procedure to be followed and is empowered to make an award in regard to his costs and any other costs incurred in the proceedings.
- 17.4 The provisions of the Arbitration Act, 1965 or any statute which replaces it shall not apply. The decision of the referee shall be final

and binding on the parties and they shall not make any decision the subject of any legal proceedings.

18. General clauses

- 18.1 These Terms shall be governed in all respects by the laws of the Republic of South Africa as such laws are applied to agreements entered into and to be performed within South Africa.
- 18.2 This Website is controlled, operated and administered by Service Provider from its offices within the Republic of South Africa. Service Provider makes no representation that the content of the Website is appropriate or available for use outside of South Africa. Access to the Website from territories or countries where the content of the Website is illegal is prohibited. Users may not use this Website in violation of South African export laws and regulations. If the user accesses this Website from locations outside of South Africa, that user is responsible for compliance with all local laws.
- 18.3 Service Provider does not guarantee continuous, uninterrupted or secure access to our services, as operation of our Website may be interfered with as a result of a number of factors which are outside of our control.
- 18.4 If any provision of these Terms is held to be illegal, invalid or unenforceable for any reason, such provision shall be struck out from these Terms and the remaining provisions shall be enforced to the full extent of the law.
- 18.5 Service Provider's failure to act with respect to a breach by you or others does not constitute a waiver of our right to act with respect to subsequent or similar breaches.
- 18.6 The user shall not be entitled to cede his rights or assign his rights or delegate his obligations in terms of these Terms to any third party without the prior written consent of Service Provider.
- 18.7 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 18.8 The head notes to the paragraphs to these Terms are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 18.9 Words importing the singular shall include the plural and *vice versa*, and words importing the masculine gender shall include females and words importing persons shall include partnerships and corporate and unincorporated entities.
- 18.10 These Terms set forth the entire understanding and agreement between Service Provider and you with respect to the subject matter hereof.