

Terms of Service

neighbourguard.co.za

The agreement between you and NeighbourGuard when you use our community-safety platform.

COMPLIANCE · 04 OF 06

Version 1.0 — May 2026

Draft for legal review. These Terms are drafted to comply with the Consumer Protection Act, 68 of 2008 ("CPA"), the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA"), and the Protection of Personal Information Act, 4 of 2013 ("POPIA"). Adapt and sign off with an admitted attorney before publication.

Plain-language summary (CPA s22). These Terms tell you what NeighbourGuard does for you and what we expect from you. We are a coordination platform — not a replacement for the police, ambulance, or armed-response services. Call 10111 (SAPS) or 10177 (ambulance) in any real emergency. You pay for the service you signed up for, you may cancel at any time, and we will protect your information as described in our Privacy Policy.

These Terms of Service ("Terms") form a binding agreement between **Dales Programming and Robotics Club House (Pty) Ltd**, trading as **NeighbourGuard** ("we", "us", "NeighbourGuard"), and you, the user of our platform ("you"). They apply to every NeighbourGuard channel — web portal, mobile application, USSD service, WhatsApp bot, SMS, voice alerts, and any tool offered through the platform.

1 — ACCEPTANCE

You accept these Terms by creating an account, signing in, dialling our USSD shortcode, sending us a WhatsApp message after the opt-in prompt, or otherwise using any feature of the platform. If you do not accept these Terms, do not use the platform.

2 — DEFINITIONS

Activation	An event you initiate — typically a panic, trigger, arm, or disarm — that the platform fans out to your zone.
Tenant	A community that runs its own NeighbourGuard portal — typically a body corporate, HOA, security company, or business chamber.
Tenant Administrator	The person(s) appointed by a Tenant to manage members, responders, and settings.
Member	A person registered to a Tenant who can initiate activations and receive alerts.
Responder	A person designated to receive alerts and respond — typically a fellow member, committee volunteer, or contracted security operator.
Platform	The NeighbourGuard software, USSD shortcode, WhatsApp number, SMS short-codes, web portal, and mobile applications.

3 — WHAT NEIGHBOURGUARD DOES

1. We accept your activation from any supported channel, validate that you belong to a zone, and fan the alert out to the responders your Tenant has configured.
2. We notify responders through SMS, WhatsApp, voice call, push notification, and email, based on each responder's channel preferences.
3. Where your zone is configured with a hardware siren module, we send the appropriate relay command to that module.
4. We retain an audit record of every activation for the period stated in our Privacy Policy.

5. We provide your Tenant Administrator with management tools and reports.

4 — WHAT WE DO NOT DO

This is important. Please read it carefully and refer to *05 — Emergency Alerting Liability Disclaimer* for the full position.

- **We are not the police, an ambulance service, a private armed-response service, or any emergency service.** In a real emergency you must always contact SAPS (10111), ambulance (10177), or the relevant emergency number directly.
- We do not guarantee that any message will be delivered, read, or acted upon. Delivery depends on third-party networks (mobile operators, Meta/WhatsApp, Telnix), device availability, electricity, and responder willingness.
- We do not employ responders. Responders are people designated by your Tenant, typically volunteers or third-party operators with their own terms of engagement.
- We do not screen the suitability of any Tenant, responder, or member beyond standard sign-up checks.

5 — ELIGIBILITY

You must be 18 or older to create a NeighbourGuard account. A parent or legal guardian may register a household member under 18 and is responsible for that member's use.

6 — YOUR ACCOUNT

- You must give us accurate, current, and complete information.
- You must keep your password and 2FA factor confidential. You are responsible for any activity on your account.
- Notify us immediately at security@neighbourguard.co.za if you believe your account has been compromised.
- We may suspend or close accounts that are inactive for 24 months, that violate these Terms, or that create unacceptable risk to other users.

7 — SUBSCRIPTIONS, PRICING, AND PAYMENT

PLAN TYPE	WHO PAYS	BILLING
Tenant subscription	The Tenant (body corporate, HOA, business)	Monthly or annual, in advance, including 15% VAT where applicable
Individual / household premium (where offered)	The member directly	Monthly or annual, in advance, including 15% VAT where applicable
Free tier (where offered)	No charge	—

Prices are listed on the website and may change on 30 days' written notice for existing subscribers. VAT is shown separately on every invoice. Failed-payment retries follow the schedule in your Tenant or member agreement; persistent non-payment may result in suspension.

8 — CANCELLATION AND REFUNDS (CPA S14)

- You may cancel a monthly subscription at any time, effective at the end of the current billing month. No early-termination fee.
- You may cancel a fixed-term subscription on 20 business days' written notice, subject to the reasonable cancellation penalty allowed under CPA s14(3)(b). The penalty will be disclosed before sign-up and shown on the invoice.
- The cooling-off right under ECTA s44 (7 days) applies to electronic distance contracts in the limited circumstances set out in that section.
- Refunds for amounts paid in advance but not yet consumed are calculated pro-rata and paid within 15 business days.
- Where service is materially defective, you may exercise your rights under CPA s55–56 (right to safe, good-quality goods and services).

9 — ACCEPTABLE USE

You agree not to:

- trigger false activations or use the platform to harass, threaten, or stalk;
- upload content that is unlawful, defamatory, hate-speech, sexually exploitative of minors, or that infringes another's rights;
- scrape, reverse-engineer, decompile, or attempt to derive source code (except where the law expressly permits);
- circumvent rate limits, authentication, audit logging, or any access control;
- use the platform to commit a crime, including any offence under the Cybercrimes Act 19 of 2020;
- impersonate another person or misrepresent your affiliation with any organisation;
- send messages that violate WhatsApp's Business Messaging Policy (see 03 — *WhatsApp Business API Compliance*).

We may suspend or terminate access for breach of this section. For serious breaches we may report the conduct to law enforcement.

10 — COMMUNICATIONS AND DIRECT MARKETING (POPIA S69)

We will only send you marketing messages if you have opted in or if you are an existing customer and the message is about similar features. Every marketing message includes a clear opt-out. Service messages (activation alerts, account notices, security alerts) are not marketing and you cannot opt out of these while you maintain an account.

11 — INTELLECTUAL PROPERTY

The platform, including its software, designs, trade marks, and branding, is owned by NeighbourGuard or its licensors. You receive a limited, non-exclusive, non-transferable, revocable licence to use the platform for its intended purpose. You retain ownership of content you upload but grant us a non-exclusive licence to host, process, and transmit that content to the extent necessary to operate the service.

12 — PRIVACY

Our handling of your personal information is governed by 01 — *Privacy Policy*, which is incorporated into these Terms by reference. The Information Officer is Simon Lesedi Babedi, contactable at s1.babedi@neighbourguard.co.za.

13 — WARRANTIES, LIABILITY, AND INDEMNITY

To the extent permitted by law, including section 51 of the CPA which preserves your statutory rights:

- the platform is provided "as is" and "as available";
- we do not warrant uninterrupted, error-free, or perfectly timely delivery of any message;
- we are not liable for indirect, consequential, or pure-economic losses arising from your use of the platform, including loss of income, loss of opportunity, or loss arising because a responder did not arrive in time;
- our aggregate liability for any direct loss arising from these Terms is limited to the fees you paid us in the 12 months preceding the event giving rise to the claim, except where the law does not permit such a limit (gross negligence, fraud, death, personal injury caused by negligence — see CPA s51(1)(c)(i));
- you indemnify us against third-party claims arising from your breach of these Terms, your unlawful acts, or your misuse of the platform.

Full liability terms appear in 05 — *Emergency Alerting Liability Disclaimer*.

14 — SUSPENSION AND TERMINATION

We may suspend or terminate your access:

- for breach of these Terms (with prior notice where the breach is curable);
- for non-payment after notice and a reasonable opportunity to cure;

- where we are compelled to do so by law, by a regulator, or by court order;
- where continued provision would create an unacceptable risk to other users, to NeighbourGuard, or to the public.

On termination you may request an export of your account data within 30 days. We will then delete or de-identify your data in line with our retention schedule.

15 — CHANGES

We may amend these Terms. We will publish material changes on the website and notify active users at least 14 days before they take effect. Continued use after the effective date constitutes acceptance. If you do not accept the changes you may cancel before the effective date.

16 — COMPLAINTS AND DISPUTE RESOLUTION

1. **Direct complaint.** Email support@neighbourguard.co.za. We will acknowledge within 2 business days and aim to resolve within 15 business days.
2. **National Consumer Commission** — CPA complaints: 0860 003 600, <https://thencc.gov.za>.
3. **Information Regulator** — POPIA complaints: complaints.IR@inforegulator.org.za, <https://inforegulator.org.za>.
4. **Mediation.** Parties agree to attempt mediation through the Arbitration Foundation of Southern Africa ("AFSA") before litigation, save for urgent interdict relief.
5. **Jurisdiction.** These Terms are governed by the laws of the Republic of South Africa. The Magistrate's Court of Pretoria has jurisdiction, subject to your right under CPA s115 to approach a higher court where appropriate.

17 — GENERAL

- **Notices.** We send notices to the email and mobile on your account. You send notices to support@neighbourguard.co.za with a copy to the registered address.
- **Severability.** If any clause is unenforceable, the remainder of the Terms remains in force.
- **Assignment.** We may assign these Terms to a successor in business on 30 days' notice. You may not assign without our written consent.
- **Whole agreement.** These Terms, the Privacy Policy, and any signed schedule together form the whole agreement.
- **Force majeure.** Neither party is liable for failure caused by events beyond reasonable control — load-shedding, network outages, war, pandemic, regulatory action.

18 — CONTACT

Service of legal notices	Dales Programming and Robotics Club House (Pty) Ltd, t/a NeighbourGuard, 01 Madelifie Street, Riamar Park, Bronkhorstspuit, 1020, Gauteng
Support & complaints	support@neighbourguard.co.za
Information Officer	Simon Lesedi Babedi · sl.babedi@neighbourguard.co.za · +27 63 594 1451
Web	https://neighbourguard.co.za

NeighbourGuard is a trading name of **Dales Programming and Robotics Club House (Pty) Ltd**, CIPC reg 2023/536470/07. These Terms are governed by the laws of the Republic of South Africa, including the Consumer Protection Act, 68 of 2008, the Electronic Communications and Transactions Act, 25 of 2002, and the Protection of Personal Information Act, 4 of 2013. This is a draft prepared for legal review and is not effective until approved by an admitted attorney and published with a formal effective date.