

Emergency Alerting Liability Disclaimer

neighbourguard.co.za

COMPLIANCE · 05 OF 06

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What NeighbourGuard guarantees, what it cannot guarantee, and how risk is allocated for emergency-alerting features.

Critical notice. NeighbourGuard is **not** an emergency service. In a life-threatening situation always dial **10111** for SAPS, **10177** for ambulance, or your local emergency number directly. NeighbourGuard fans an alert out to the responders your community has chosen — it does **not** replace the police, an ambulance service, the fire brigade, or any private armed-response service.

Draft for legal review. The limitations set out below are subject to the Consumer Protection Act, 68 of 2008 ("CPA"), in particular section 51, which renders certain exclusions void. An admitted attorney must adapt and approve this document before it is relied upon.

This Disclaimer is incorporated into *04 — Terms of Service* and applies whenever you use any NeighbourGuard feature that involves an emergency alert — USSD activation, in-app panic, WhatsApp / SMS / voice / push notification, or hardware siren activation. It explains what NeighbourGuard does, what it does **not** do, and how risk is allocated between you, your Tenant, your responders, and NeighbourGuard.

1 — WHAT NEIGHBOURGUARD IS, AND IS NOT

What we are

- A **coordination platform** that accepts an activation from a member and fans it out to the responders the Tenant has configured.
- A **messaging layer** over third-party networks (mobile operators, Meta WhatsApp, Telnyx voice/SMS).
- A **hardware bridge** that can send relay commands to GSM siren modules where they are installed and reachable.
- A **record-keeper** that retains an audit trail of every activation for the period stated in the Privacy Policy.

What we are **not**

- We are **not** the South African Police Service. Dial 10111 to report a crime in progress.
- We are **not** an ambulance or emergency medical service. Dial 10177 (national) or 112 (mobile) for medical emergencies.
- We are **not** a fire-and-rescue service. Dial your local municipal fire-and-rescue number.
- We are **not** a private security company or armed-response operator. We do not dispatch armed reaction units. Where your Tenant has contracted a security operator as a responder, that operator's services are governed by a separate agreement between you, your Tenant, and that operator.
- We do **not** monitor activations on your behalf. There is no manned control room watching for your activation.
- We do **not** guarantee any outcome — that help will come, that it will come on time, or that it will be effective.

2 — BEST-EFFORT, NOT GUARANTEED

Activation delivery depends on a chain of third parties:

STEP	DEPENDS ON	CAN FAIL BECAUSE
You initiate	Your device, network signal, electricity	Battery flat · no signal · load-shedding · device damage
USSD / SMS / WhatsApp / app reaches us	Mobile operator · aggregator · Meta · ISP	Operator outage · throttle · Meta policy block · ISP outage
We process and route	Our infrastructure	Server outage · misconfiguration · bug
Notification reaches each responder	Operator · Meta · Telnyx · responder's device	Same as above · responder's phone off · airplane mode · do-not-disturb
Hardware siren fires	GSM module · SIM credit · electricity at site	SIM out of airtime · power off · GSM signal weak · relay hardware fault
A responder acts	Voluntary or contractual willingness, availability, capability	Responder unavailable · unwilling · physically unable · safety risk

We commit to a **commercially reasonable best effort** at every step we control. We make no commitment, and cannot make one, for steps controlled by third parties.

3 — RESPONDERS ARE NOT NEIGHBOURGUARD EMPLOYEES OR AGENTS

Responders configured in your zone are **not employed by NeighbourGuard, not agents of NeighbourGuard, and not vetted by NeighbourGuard**. They are designated by your Tenant Administrator and are typically:

- fellow members of your community who have agreed to receive alerts;
- committee or street-leader volunteers;
- contracted private security operators with their own service agreement with the Tenant.

Any duty of care that a responder owes you arises from their relationship with you and your Tenant, not from NeighbourGuard. We do not take responsibility for any act, omission, conduct, or competence of a responder.

4 — MEMBER DUTIES

To give the platform the best chance of working when you need it:

- Keep your registered mobile number current and active.
- Keep your location current — particularly if you move.
- Keep WhatsApp opt-in active where you rely on WhatsApp alerts.
- Make sure your phone is charged and signal is available; consider a backup channel (WhatsApp, SMS, USSD).
- Do not initiate false activations. False activations waste responder capacity, train your community to ignore alerts, and may constitute a criminal offence (Misrepresentation, Fraud, Common Law).
- Test the system periodically using your Tenant's test procedure; do not rely on equipment you have never tested.

5 — TENANT DUTIES

If you are a Tenant Administrator:

- Configure responders correctly and keep them up to date.
- Train members on how to activate and on the limits of the platform.
- Make sure your community understands that NeighbourGuard does not replace official emergency services.
- Where you contract a security company as responder, ensure the service-level agreement reflects realistic expectations and accept that NeighbourGuard is not party to that SLA.
- Test activations on a documented schedule (we recommend monthly).

6 — LIMITATIONS OF LIABILITY

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

1. NeighbourGuard is **not liable** for:
 - death, injury, loss, damage, or distress caused by a delayed, failed, or undelivered alert;
 - any act or omission of a responder, Tenant Administrator, member, or emergency service;
 - any failure of a third-party network (mobile operator, Meta/WhatsApp, Telnix, hosting, electricity supplier);
 - any false, malicious, or accidental activation initiated through your account;
 - loss of profit, loss of revenue, loss of data, loss of opportunity, or any indirect, special, consequential, or pure-economic loss;
 - loss caused by force majeure (war, civil unrest, pandemic, natural disaster, regulatory action, nationwide load-shedding).
2. Our aggregate liability for any direct loss arising from these Terms or your use of the platform is capped at the lesser of:
 - the total fees you have paid NeighbourGuard in the 12 months immediately preceding the event giving rise to the claim; or
 - ZAR 50,000.
3. This cap does not apply, and the exclusions in §6(1) do not apply, to the extent that the law does not permit such a limitation — in particular for:
 - death or personal injury caused by NeighbourGuard's gross negligence (CPA s51(1)(c)(i));
 - fraud or wilful misconduct on the part of NeighbourGuard;
 - any other liability that cannot lawfully be limited.

7 — INDEMNITY

You indemnify NeighbourGuard against any claim, loss, damage, fine, or cost (including reasonable legal fees) arising from:

- your breach of these Terms or any law;
- a false or malicious activation initiated through your account;
- content you upload that infringes a third-party right;
- your misuse of the platform.

This indemnity does not extend to claims attributable to NeighbourGuard's own gross negligence, fraud, or wilful misconduct.

8 — FORCE MAJEURE

Neither party is in breach for failure caused by events beyond reasonable control, including:

- load-shedding and other electricity-supply failures;
- nationwide or regional mobile-network outages;
- cyber-attacks on third-party infrastructure;
- regulatory action that suspends a third-party service (for example a Meta policy suspension);
- civil unrest, war, terrorism, pandemic, natural disaster.

9 — INSURANCE

NeighbourGuard holds public-liability insurance to the limit stated in the Company Profile (current cover: R 5,000,000). This insurance is not for your benefit and does not create rights in your favour beyond those expressly granted in these Terms.

10 — ACKNOWLEDGEMENTS AT SIGN-UP

By creating an account or otherwise using an emergency feature, you confirm that:

- you understand NeighbourGuard is not an emergency service;

- you understand that delivery and response are best-effort and not guaranteed;
- you understand that responders are designated by your Tenant and are not employed by NeighbourGuard;
- in any real emergency you will, where you are able, contact the relevant emergency service directly.

The sign-up flow records these acknowledgements with a timestamp and a copy of the wording shown to you.

11 — CROSS-REFERENCES

Master agreement	04 — <i>Terms of Service</i>
Privacy	01 — <i>Privacy Policy</i>
Security controls	06 — <i>Data Security Protocols</i>
WhatsApp channel	03 — <i>WhatsApp Business API Compliance</i>

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