



RedRabbit
Terms & Conditions

Record, Review. Report, Repair.



Version 3.0 Nov 2021

This is a legal agreement ("Agreement") between you (either an individual or a single juristic entity) and RedRabbit Solutions (Pty) Ltd for the RedRabbit.zone software and the accompanying documentation (collectively "Software"). When you access the website at www.redrabbit.zone, redrabbit.zone or app.redrabbit.zone ("the Website") or the RedRabbit mobile phone or tablet application ("the Mobile Applications"), you agree to the terms of use in this subscription agreement.

Agreed terms

1. The Parties

1. RedRabbit Solutions Proprietary Limited, a company incorporated under the laws of the Republic of South Africa with registration number 2007/024185/07. ("Supplier").
2. The party who subscribes to RedRabbit.zone by accepting the Terms and Conditions of this Subscription Agreement ("Customer").

2. The Service that we provide

1. The Supplier has developed certain software applications and platforms which it makes available to subscribers via the internet on a pay-per-use basis for the purpose of providing maintenance management tools to Real Estate Companies ("Purpose").
2. The Customer wishes to use the Supplier's service in its business operations.
3. The Supplier has agreed to provide and the Customer has agreed to take and pay for the Supplier's service subject to the terms of this Agreement.

3. Interpretation

1. The definitions and rules of interpretation in this clause apply in this Agreement.
 1. **"Agreement"** means this subscription agreement;
 2. **"Annexes"** means the annexes attached to this Agreement;
 3. **"Authorised Users"** those employees, agents and independent contractors of the Customer who are located in a single Branch / Office of the Customer and who are authorised by the Customer to use the Services and the Documentation;
 4. **"Business Day"** any day which is not a Saturday, Sunday or public holiday;
 5. **"Confidential Information"** information that is proprietary or confidential and is either clearly labelled as such or identified as Confidential Information in clause 13.5;
 6. **"Customer Data"** the data inputted by the Customer, Authorised Users, or the Supplier on the Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services;
 7. **"Data Subject"** means the person to whom personal information relates. For the purpose of this agreement a "Red Rabbit data subject" shall mean a natural person who is an associated person of Red Rabbit. A "System data subject" shall mean a natural person whose personal information is processed on the System
 8. **"Documentation"** the document made available to the Customer by the Supplier online which sets out a description of the Services and the user instructions for the Services;
 9. **"Effective Date"** means the date when the services is available and ready for use by the Customer;
 10. **"Normal Business Hours"** means 8.30 am to 4.00 pm, each Business Day;
 11. **"Operator"** means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;
 12. **"Personal Information"** means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including,



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone

but not limited to—

- (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - (b) information relating to the education or the medical, financial, criminal or employment history of the person;
 - (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;
 - (d) the biometric information of the person;
 - (e) the personal opinions, views or preferences of the person;
 - (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - (g) the views or opinions of another individual about the person; and
 - (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
13. **"POPI"** means the Protection of Personal Information Act 4 of 2013
 14. **"Responsible Party"** means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information
 15. **"RedRabbit.zone"** means the web based maintenance management system provided to the Customer under this Agreement;
 16. **"Services"** the subscription services provided by the Supplier to the Customer under this Agreement via a website notified to the Customer by the Supplier from time to time, as more particularly described in the Documentation;
 17. **"Software"** the online software application provided by the Supplier as part of the Services;
 18. **"Subscription Fees"** the subscription fees payable by the Customer to the Supplier for the User Subscriptions;
 19. **"Support Service Policy"** the Supplier's policy for providing support in relation to the Services as made available at www.redrabbit.zone or such other website address as may be notified to the Customer from time to time;
 20. **"User Subscriptions"** the user subscriptions purchased by the Customer pursuant to clause 11.1 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Agreement;
 21. **"Virus"** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.
2. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
 3. A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.





4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
5. Words in the singular shall include the plural and vice versa.
6. A reference to one gender shall include a reference to the other genders.
7. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
8. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Agreement.

4. User Subscriptions

1. Subject to the Customer purchasing the User Subscriptions in accordance with clause 5.3 and clause 11.1, the restrictions set out in this clause 4 and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation for the Purpose.
2. In relation to the Authorised Users, the Customer undertakes that:
 1. it will not allow any User Subscription to be used by employees, agents or independent contractors of other offices or branches of the Customer;
 2. each Authorised User shall keep a secure password for his/her use of the Services and Documentation, and that each Authorised User shall keep his/her password confidential;
 3. it shall maintain a written, up to date list of current Authorised Users and provide such list to the Supplier within five (5) Business Days of the Supplier's written request at any time or times;
 4. it shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User. Such audit may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business;
 5. if any of the audits referred to in clause 4.2.4 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights, the Customer shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and
 6. if any of the audits referred to in clause 4.2.4 reveal that the Customer has underpaid Subscription Fees to the Supplier, the Customer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the prices set out on the RedBabbit.zone web site [10] Business Days of the date of the relevant audit.
3. The Customer shall not access, store, distribute or transmit any Viruses, or any material during the course of its use of the Services that:
 1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 2. facilitates illegal activity;
 3. depicts sexually explicit images;
 4. promotes unlawful violence;
 5. is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability, or any other illegal activity; or
 6. causes damage or injury to any person or property; and the Supplier reserves the right, without liability to the Customer, to disable the Customer's access to any material that breaches the provisions of this clause.
4. The Customer shall not:
 1. except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the parties:
 1. and except to the extent expressly permitted under this Agreement, attempt



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Documentation (as applicable) in any form or media or by any means; or

2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
2. access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation; or
3. use the Services and/or Documentation to provide services to third parties; or
4. subject to clause 21.1, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or
5. attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this clause 4; and
5. The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, in the event of any such unauthorised access or use, promptly notify the Supplier.
6. The rights provided under this clause 4 are granted to the Customer only, and shall not be considered granted to any subsidiary or holding company of the Customer.

5. You must subscribe to use the service

In relation to the Authorised Users, the Customer undertakes that:

1. Subject to the Customer purchasing the User Subscriptions in accordance with the restrictions set out in this clause and the other terms and conditions of this Agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Services and the Documentation for the Purpose.
2. You will not allow any User Subscription to be used by employees, agents or independent contractors of other offices or branches of the Customer.
3. each Authorized User shall keep a secure password for his/her use of the Service Channels, and that each Authorised User shall keep his/her password confidential;

6. Services

1. The Supplier shall, during the Subscription Term, provide the Services and make available the Documentation to the Customer on and subject to the terms of this Agreement.
2. The Supplier shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week, except for:
 1. planned maintenance carried out during the maintenance window of [08.00 pm to 6.00 am SA time]; and
 2. unscheduled maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Customer at least 6 Normal Business Hours' notice in advance.

7. Customer Data

1. The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer Data.
2. The Supplier shall follow its archiving procedures for Customer Data as set out in its Back-Up Policy, available at www.redrabbit.zone or such other website address as may be notified to the Customer from time to time, as such document may be amended by the Supplier in its sole discretion from time to time. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy shall be for the Supplier to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



Customer Data maintained by the Supplier in accordance with the archiving procedure described in its Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by the Supplier to perform services related to Customer Data maintenance and back-up).

3. The Supplier shall, in providing the Services, comply with its Privacy and Security Policy relating to the privacy and security of the Customer Data available at www.redrabbit.zone or such other website address as may be notified to the Customer from time to time, as such document may be amended from time to time by the Supplier in its sole discretion.
4. If the Supplier processes any personal information on the Customer's behalf when performing its obligations under this Agreement, the parties record their intention that the Customer shall be the Responsible Party and the Supplier shall be an Operator and in any such case:
 1. the Customer acknowledges and agrees that the personal information may be transferred or stored outside the country where the Customer and the Authorised Users are located in order to carry out the Services and the Supplier's other obligations under this Agreement;
 2. the Customer shall ensure that the Customer is entitled to transfer the relevant personal information to the Supplier so that the Supplier may lawfully use, process and transfer the personal information in accordance with this Agreement on the Customer's behalf;
 3. the Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation;
 4. the Supplier shall process the personal information only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
 5. each party shall take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal information or its accidental loss, destruction or damage.
 6. In the unfortunate event that the safeguards implemented were breached or in the event that the Supplier has reasonable grounds to believe that the personal information has been accessed or acquired by an unauthorised person, the Supplier shall immediately make the prescribed notifications.

8. Third Party Providers

The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk. The Supplier makes no representation or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party. Any contract entered into and any transaction completed via any third-party website is between the Customer and the relevant third party, and not the Supplier. The Supplier recommends that the Customer refers to the third party's website terms and conditions and privacy policy prior to using the relevant third-party website. The Supplier does not endorse or approve any third-party website nor the content of any of the third-party website made available via the Services.

9. Supplier's Obligation

1. The Supplier undertakes that the Services will be performed substantially in accordance with the Documentation and with reasonable skill and care.
2. The undertaking at clause 9.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in clause 9.1. Notwithstanding the foregoing, the Supplier:

1. does not warrant that the Customer's use of the Services will be uninterrupted or error-free; nor that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; and
2. is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
3. This Agreement shall not prevent the Supplier from entering into similar Agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Agreement.
4. The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Agreement.

10. Customer's Obligation

The Customer shall:

1. provide the Supplier with:
 1. all necessary co-operation in relation to this Agreement; and
 2. all necessary access to such information as may be required by the Supplier;In order to render the Services, including but not limited to Customer Data, security access information and configuration services;
2. comply with all applicable laws and regulations with respect to its activities under this Agreement;
3. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the parties, the Supplier may adjust any agreed timetable or delivery schedule as reasonably necessary;
4. ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
5. obtain and shall maintain all necessary licences, consents, and permissions necessary for the Supplier, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services;
6. ensure that its network and systems comply with the relevant specifications provided by the Supplier from time to time; and
7. be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Supplier's data centres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

11. Charges and Payment

1. The Customer shall pay the Subscription Fees to the Supplier for the User Subscriptions in accordance with this clause 11.
2. The Customer shall provide to the Supplier a valid and signed Debit Order Authorisation Form and any other relevant valid, up-to-date and complete contact and billing details and, if the Customer provides:
 1. its signed Debit Order Authorisation Form to the Supplier, the Supplier shall invoice the



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



Customer in advance:

1. on or before the Effective Date for the Subscription Fees payable in respect of the Initial Subscription Term; and
2. there-after on the Monthly Billing Day as specified in the Debit Order Authorisation Form;

and the Customer shall pay each invoice in accordance with the Debit Order Instruction.

12. Proprietary Rights

1. The Customer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.
2. The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Agreement.

13. Confidentiality

1. Each party may be given access to Confidential Information from the other party in order to perform its obligations under this Agreement. A party's Confidential Information shall not be deemed to include information that:
 1. is or becomes publicly known other than through any act or omission of the receiving party;
 2. was in the other party's lawful possession before the disclosure;
 3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
2. Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this Agreement.
3. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.
4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
5. The Customer acknowledges that details of the Services, and the results of any performance tests of the Services, constitute the Supplier's Confidential Information.
6. The Supplier acknowledges that the Customer Data is the Confidential Information of the Customer.
7. This clause 13 shall survive termination of this Agreement, however arising.

14. Indemnity

1. The Customer shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
 1. the Customer is given prompt notice of any such claim;



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



2. the Supplier provides reasonable co-operation to the Customer in the defence and settlement of such claim, at the Customer's expense; and
3. the Customer is given sole authority to defend or settle the claim.
2. The Supplier shall, subject to clause 14.4, defend the Customer, its officers,
3. In no event shall the Supplier, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
 1. a modification of the Services or Documentation by anyone other than the Supplier; or
 2. the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by the Supplier; or
 3. the Customer's use of the Services or Documentation after notice of the alleged or actual infringement from the Supplier or any appropriate authority.
4. The foregoing states the Customer's sole and exclusive rights and remedies, and the Supplier's (including the Supplier's employees', agents' and sub-contractors') entire obligations and liability, for infringement of any patent, copyright, trade mark, database right or right of confidentiality.

15. Limitation of Liability

1. This clause 15 sets out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:
 1. any breach of this Agreement;
 2. any use made by the Customer of the Services and Documentation or any part of them; and
 3. any representation, statement, act or omission (including negligence) arising under or in connection with this Agreement.
2. Except as expressly and specifically provided in this Agreement:
 1. the Customer assumes sole responsibility for results obtained from the use of the Services and the Documentation by the Customer, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier by the Customer in connection with the Services, or any actions taken by the Supplier at the Customer's direction;
 2. all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Agreement; and
 3. the Services and the Documentation are provided to the Customer on an "as is" basis.
3. Nothing in this Agreement excludes the liability of the Supplier:
 1. for death or personal injury caused by the Supplier's negligence; or
 2. for fraud or fraudulent misrepresentation.
4. Subject to clause 15.2 and clause 15.3:
 1. the Supplier shall not be liable whether in tort (including for [negligence or] breach of statutory duty), contract, misrepresentation, restitution or otherwise for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under this Agreement; and
 2. the Supplier's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the total Subscription Fees paid for the User Subscriptions during the 3 months immediately preceding the date on which the claim arose.



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone

16. Term and Termination

1. This Agreement shall, unless otherwise terminated as provided in this clause 16, commence on the Effective Date and shall continue on a Month by Month basis with the understanding that the Agreement can be cancelled by the Customer at any time by giving the Supplier one calendar month notice in writing.
2. Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate this Agreement without liability to the other if the other party commits a material breach of any of the terms of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing of the breach.
3. On termination of this Agreement for any reason:
 1. all licences granted under this Agreement shall immediately terminate;
 2. each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party;
 3. the Supplier may destroy or otherwise dispose of any of the Customer Data in its possession unless the Supplier receives, no later than ten days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. The Supplier shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). The Customer shall pay all reasonable expenses incurred by the Supplier in returning or disposing of Customer Data; and
 4. the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

17. Force Majeure

The Supplier shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, provided that the Customer is notified of such an event and its expected duration.

18. Waiver

1. A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
2. Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

19. Severance

1. If any provision (or part of a provision) of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.





20. Entire Agreement

1. This Agreement, and any documents referred to in it, constitute the whole Agreement between the parties and supersede any previous arrangement, understanding or Agreement between them relating to the subject matter they cover.
2. Each of the parties acknowledges and agrees that in entering into this Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this Agreement or not) relating to the subject matter of this Agreement, other than as expressly set out in this Agreement.

21. Assignment

1. The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.
2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this Agreement.

22. No Partnership or Agency

Nothing in this Agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

23. Miscellaneous Matters

1. Postal Address

1. Any written notice in connection with this Agreement may be addressed:
 1. in the case of the Supplier to: address: P.O. Box 7114 Welgemoed 7538 email: info@redrabbit.zone
 2. in the case of the Customer to the email address captured on the RedRabbit.zone Debit Order Authorisation Form.
2. The notice shall be deemed to have been duly given:
 1. 5 Business Days after posting (14 Business Days if the address is not in the Republic of South Africa), if posted by registered post (airmail, if available) to the Party's address in terms of sub-clause 23.1.1; and
 2. on delivery, if delivered to the Party's physical address in terms of either sub-clause 23.1.1 or sub-clause 23.1.2 before 17h00 on a Business Day, or if delivered on a Business Day but after 17h00 on that Business Day or on any day other than a Business Day, it will be deemed to have been given at 08h30 on the first Business Day after it was delivered, unless the addressor is aware, at the time the notice would otherwise be deemed to have been given, that the notice is unlikely to have been received by the addressee through no act or omission of the addressee.
3. A Party may change that Party's address or fax number or e-mail address for this purpose by notice in writing to the other Party, such change to be effective only on and with effect from the 7th Business Day after the giving of such notice.
4. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to that Party notwithstanding that it was not sent to or delivered at that Party's chosen address in 23.1.1.



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



2. Address for Service of Legal Documents

A written notice or communication actually received by a Party shall be an adequate service of such written notice or communication to that Party.

3. Entire Contract

This Agreement contains all the provisions agreed on by the Parties with regard to the subject matter of the Agreement and supersedes and novates in its entirety any previous understandings or agreements between the Parties in respect thereof, and the Parties waive the right to rely on any alleged provision not expressly contained in this Agreement.

4. No Stipulation for the Benefit of a Third Person

Save as is expressly provided for in this Agreement, no provision of this Agreement constitutes a stipulation for the benefit of a third person (i.e. a stipulatio alteri) which, if accepted by the third party, would bind any Party in favour of that person.

5. No Representations

A Party may not rely on any representation which allegedly induced that Party to enter into this Agreement, unless the representation is recorded in this Agreement.

6. Variation, Cancellation and Waiver

No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.

7. Indulgences

The grant of any indulgence, extension of time or relaxation of any provision by a Party under this Agreement shall not constitute a waiver of any right by the grantor or prevent or adversely affect the exercise by the grantor of any existing or future right of the grantor.

8. Assignment, Cession and Delegation

Except as provided for elsewhere in this Agreement, a Party may not cede any or all of that Party's rights or delegate any or all of that Party's obligations under this Agreement without the prior written consent of the other Party, save that The Supplier may cede and assign its rights and obligations under this Agreement (in whole or in part) to any entity, provided that such entity agrees to be bound by the provisions of this Agreement.

9. Applicable Law

This Agreement is to be governed, interpreted and implemented in accordance with the laws of the Republic of South Africa.

10. Jurisdiction of South African Courts

The Parties consent to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape High Court, Cape Town, for any proceedings arising out of or in connection with this Agreement.

11. Cost

1. Each Party shall bear that Party's own legal costs and disbursements of and incidental to the negotiation, preparation, settling, signing and implementation of this Agreement.
2. Any costs, including all legal costs on an attorney and own client basis and VAT, incurred by a Party arising out of or in connection with a breach by another Party shall be borne by the Party in breach.

12. Independent Advice

Each of the Parties hereby respectively agrees and acknowledges that:

1. it has been free to secure independent legal advice as to the nature and effect of each provision of this Agreement and that it has either taken such independent legal advice or has dispensed with the necessity of doing so; and
2. each provision of this Agreement is fair and reasonable in all the circumstances and is part of the overall intention of the Parties in connection with this Agreement.

13. Good Faith

The Parties shall at all time act in good faith towards each other and shall not bring any Party into disrepute.



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



14. Co-Operation

Each of the Parties undertakes at all times to do all such things, perform all such acts and take all such steps, and to procure the doing of all such things, within its power and control, as may be open to it and necessary for and incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.

New Information Addendum To Subscriber Service Level Agreement (POPI) 2021

This is a legal agreement ("Agreement") between you (either an individual or a single juristic entity) and RedRabbit Solutions (Pty) Ltd for the RedRabbit.zone software and the accompanying documentation (collectively "Software"). When you access the website at www.redrabbit.zone, redrabbit.zone or secure.redrabbit.zone ("**the Website**") or the RedRabbit mobile phone or tablet application ("**the Mobile Applications**"), you agree to the terms of use in this subscription agreement.

Agreed terms

1. Introduction

This document shall form an addendum to the Subscriber Service Level Agreement ("the Main Agreement") entered into by and between the Subscriber (as referred to in the Main Agreement) and RedRabbit. Its purpose is to document the arrangement between the Parties in respect of the Parties undertakings, duties and obligations under the Protection of Personal Information Act.

2. Definitions

For the purpose of this agreement, the following terms shall have the corresponding meanings and such meanings shall apply to all grammatical tenses of the term:

Term	Definition
Associated person	means, without restriction, an employee, director, partner, shareholder, member or contractor who is a natural person who is directly associated with the Subscriber and to whose personal information RedRabbit may become privileged to;
Consent	means any voluntary, specific and informed expression of will in terms of which permission is given for the processing of personal information;
Data Subject	means the person to whom personal information relates. For the purpose of this agreement a "Subscriber data subject" shall mean a natural person who is an associated person of the Subscriber. A "System data subject" shall mean a natural person whose personal information is processed on the System
De-identify	in relation to personal information of a data subject, means to delete any information that— (a) identifies the data subject; (b) can be used or manipulated by a reasonably foreseeable method to identify the data subject; or (c) can be linked by a reasonably foreseeable method to other information that identifies the data subject, and "de-identified" has a corresponding meaning;



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone

Term	Definition
Electronic communication	means any text, voice, sound or image message sent over an electronic communications network which is stored in the network or in the recipient's terminal equipment until it is collected by the recipient;
Filing system	means any structured set of personal information, whether centralised, decentralised or dispersed on a functional or Geographical basis, which is accessible according to specific criteria;
Information matching programme	means the comparison, whether manually or by means of any electronic or other device, of any document that contains personal information about ten or more data subjects with one or more documents that contain personal information of ten or more data subjects, for the purpose of producing or verifying information that may be used for the purpose of taking any action in regard to an identifiable data subject;
Operator	means a person who processes personal information for a responsible party in terms of a contract or mandate, without coming under the direct authority of that party;
PAIA	Means the Promotion of Access to Information Act, 2 of 2000
Personal information	means information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to— (a) information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person; (b) information relating to the education or the medical, financial, criminal or employment history of the person; (c) any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person; (d) the biometric information of the person; (e) the personal opinions, views or preferences of the person; (f) correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; (g) the views or opinions of another individual about the person; and (h) the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
POPI	Means the Protection of Personal Information Act 4 of 2013



Term	Definition
Process	<p>means any operation or activity or any set of operations, whether or not by automatic means, concerning personal information, including—</p> <ul style="list-style-type: none"> (a) the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use; (b) dissemination by means of transmission, distribution or making available in any other form; or (c) merging, linking, as well as restriction, degradation, erasure or destruction of information;
Record	<p>means any recorded information—</p> <ul style="list-style-type: none"> (a) regardless of form or medium, including any of the following: <ul style="list-style-type: none"> (i) Writing on any material; (ii) information produced, recorded or stored by means of any tape-recorder, computer equipment, whether hardware or software or both, or other device, and any material subsequently derived from information so produced, recorded or stored; (iii) label, marking or other writing that identifies or describes any thing of which it forms part, or to which it is attached by any means; (iv) book, map, plan, graph or drawing; (v) photograph, film, negative, tape or other device in which one or more visual images are embodied so as to be capable, with or without the aid of some other equipment, of being reproduced; (b) in the possession or under the control of a responsible party; (c) whether or not it was created by a responsible party; and (d) regardless of when it came into existence;
Re-identify	<p>in relation to personal information of a data subject, means to resurrect any information that has been de-identified, that—</p> <ul style="list-style-type: none"> (a) identifies the data subject; (b) can be used or manipulated by a reasonably foreseeable method to identify the data subject; or (c) can be linked by a reasonably foreseeable method to other information that identifies the data subject, and "re-identified" has a corresponding meaning;
Restrict or Restriction	<p>means to withhold from circulation, use or publication any personal information that forms part of a filing system, but not to delete or destroy such information;</p>
Responsible party	<p>means a public or private body or any other person which, alone or in conjunction with others, determines the purpose of and means for processing personal information</p>
The Rules	<p>Means the policies, plans and procedures and other risk mitigation strategies implemented by RedRabbit to achieve compliance with relevant legislation</p>





Term	Definition
The Services	Means the services rendered by RedRabbit to the Subscriber by its use of the System
Special Personal Information	<p>means personal information as referred to in section 26 of the Act, which includes:</p> <ul style="list-style-type: none">• the religious or philosophical beliefs, race or ethnic origin, trade union membership, political persuasion, health or sex life or biometric information of a data subject• the criminal behaviour of a data subject to the extent that such information relates to—• the alleged commission by a data subject of any offence• any proceedings in respect of any offence allegedly committed by a data subject or the disposal of such proceedings. <p>For purpose of this agreement, RedRabbit also includes the details of any Credit Report into “Special Personal Information”</p>
System	Means the RedRabbit Inspection & Maintenance management system
Unique Identifier	means any identifier that is assigned to a data subject and is used by a responsible party for the purposes of the operations of that responsible party and that uniquely identifies that data subject in relation to that responsible party.



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



3. Status of the Parties

1. The Subscriber is the Responsible party in respect of System data subject information that it introduces to the System.
2. RedRabbit shall be a Responsible party in respect of any personal information on the Subscriber data subjects introduced to it during its relationship with the Subscriber and its associated persons.
3. RedRabbit shall act as an Operator of the Subscriber for purpose of processing System data subject information submitted to the System by, or on behalf of, the Subscriber.

4. Declarations, duties and undertakings of RedRabbit

1. General obligations applicable to processing of personal information of all data subjects

1. RedRabbit has published and shall frequently review Policies, Plans and Procedures documenting its commitment and strategies to manage its obligations in respect of legislation. Where appropriate, certain of those policies will be published on its website or alternatively, be available to Subscribers on request in terms of its PAIA procedures.
2. RedRabbit commits to compliance with the POPI Act, the Rules and require of its employees and contractors to comply with the Rules as it applies to them
3. RedRabbit shall collect personal information for a specific, explicitly defined and lawful purpose which relates to the function or the activity of our organisation.
4. RedRabbit shall endeavour to ensure that the data subject is aware of the purpose for the collection of information to enable the data subject to make an informed decision on whether or not to disclose the personal information to our organisation.
5. RedRabbit shall treat personal information which comes to their knowledge as confidential and shall not disclose it, unless required by law or in the course of the proper performance of their duties.
6. RedRabbit may not retain personal information any longer than necessary for achieving the purpose for which we have collected or processed the information unless:
 1. We are required by law to retain information for a longer period;
 2. Retention is required for lawful purposes related to our functions or activities;
 3. Retention is required in terms of a contract between the data subject and RedRabbit;
 4. In the case of a child's personal information, a competent person has consented to the retention of the records.
7. Once the personal information has been retained for the period of time mentioned above, RedRabbit shall destroy or delete the record; or de-identify personal information to such an extent that it cannot be reconstructed in a clear form.
8. RedRabbit shall take reasonable and appropriate technical and organisational measures to prevent the loss, damage, unauthorized destruction of personal information and unlawful access to or processing of personal information.
9. RedRabbit shall identify all reasonably foreseeable internal and external risks to personal information under its control and establish safeguards against those risks. RedRabbit will review its control measures and its effectiveness and update the safeguards in response to new risks of deficiencies in safeguards.
10. In the unfortunate event that the safeguards implemented were breached or in the event that RedRabbit has reasonable grounds to believe that the personal information has been accessed or acquired by an unauthorised person, RedRabbit shall immediately notify the Subscriber. It shall furthermore ensure that the Information Regulator and the data subject are notified as soon as reasonably possible after the discovery was made.
11. RedRabbit does not ordinarily process any Special personal information. However,



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



RedRabbit does receive ID numbers of data subjects as part of the profile information which is loaded onto its service platform. RedRabbit is aware that ID numbers issued before 1980 do indicate a person's racial demographic as part of the code used in the ID number. RedRabbit does not further process any information in respect of such racial demographics and does not analyse the ID number to identify the racial demographic of the individual.

12. RedRabbit hereby discloses the following information to the Subscriber:
 1. The name and address of the responsible party: RedRabbit Property Solutions (Pty) Ltd Kara Place, The Grove Business Estate, Old Paardevelei Rd, Somerset West, Cape Town, 7310
 2. The personal information requested by RedRabbit for entering into the Subscriber agreement and for adding Associated persons as users on the Subscriber's profile is mandatory. Failure to provide the information will, depending on the information, either result in:
 1. Failure to be able to conclude the Subscriber agreement
 2. Limited services being made available to the Subscriber or the user
 3. Failure to register the Associated person as a user on the System
13. RedRabbit intends to transfer data subject personal information to a third country or international organisation for purposes of storing or otherwise performing the functions related to the System. The details of such a country and organisation is detailed in our Information processing plan and procedures. In all such cases, RedRabbit shall satisfy itself that such country and/or organisation will offer the same level of protection afforded to data subjects under POPI;
14. RedRabbit shall only share personal information of data subjects with such third party that is directly engaged by RedRabbit in rendering the Services
15. RedRabbit shall process personal information directly required for the purpose of its relationships with the data subjects
16. A data subject has the right to request from RedRabbit whether it holds personal information about the data subject and RedRabbit shall provide confirmation free of charge. A data subject may further request records of personal information subject to RedRabbit's PAIA policy and procedures and its relationship with Subscribers – please refer to RedRabbit's POPI policy for details of that process
17. A data subject has the right to insist that personal information processed in respect of the data subject by RedRabbit may be corrected or updated by RedRabbit – please refer to RedRabbit's POPI policy for details of that process
18. A data subject has the right, on reasonable grounds, to object to the processing of his, her or its personal information – please refer to RedRabbit's POPI policy for details of that process
19. The data subject has the right to submit a complaint to the Information Regulator regarding an alleged infringement of any of the rights protected under Legislation A and to institute civil proceedings regarding the alleged non-compliance with the protection of his, her or its personal information – please refer to RedRabbit's POPI policy for details of that process.

2. In respect of personal information of a Subscriber data subject

1. Any Subscriber data subject personal information received, collected, or otherwise processed by RedRabbit shall be for the purpose of establishing and maintaining its relationship with the Subscriber for the purpose of rendering the Services to the Subscriber.
2. RedRabbit shall not conduct any further processing on the personal information of the Subscriber data subject unless it meets the requirements prescribed under Legislation.
3. RedRabbit will take reasonably practicable steps to ensure that the personal information obtained from our Subscriber data subjects are complete, accurate, not



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



- misleading and updated where necessary.
4. RedRabbit shall store the personal information received by it in respect of a Subscriber data subject for three years after the relationship between RedRabbit and the Subscriber has been terminated or in respect of an Associated person of the Data subject, for three years after RedRabbit has been made aware that the Associated person association with the Subscriber has been terminated

3. In respect of personal information of a System data subject

1. RedRabbit commits to treat personal information which comes to their knowledge as confidential and not to disclose it, unless required by law or in the course of the proper performance of their duties.
2. RedRabbit shall establish and maintain the protection of personal information security measures required of it under Legislation. These will at all times include measures to—
 1. identify all reasonably foreseeable internal and external risks to personal information in its possession or under its control;
 2. establish and maintain appropriate safeguards against the risks identified;
 3. regularly verify that the safeguards are effectively implemented; and
 4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
3. RedRabbit shall store the personal information received by it in respect of a System data subject for three years after the Subscriber has indicated on the System that its relationship with the System data subject has been terminated
4. RedRabbit shall notify the Subscriber immediately where there are reasonable grounds to believe that the personal information of a data subject has been accessed or acquired by any unauthorised person.
5. RedRabbit has established a number of plans and procedures in respect of data subject requests for information, requests to update or correct information, requests to remove or stop processing of information and complaints resolution. If RedRabbit is contacted by a System data subject in respect of any of the above, it will immediately notify the Subscriber. RedRabbit shall offer such reasonable assistance to the Subscriber to process such requests and or attend to complaints if they relate to the Services.

5. Duties and undertakings of the Subscriber

1. The Subscriber undertakes to fully inform itself of its obligations under Legislation and to implement such Rules as are necessary to ensure compliance with Legislation by it and its associated persons
2. The Subscriber acknowledges that it is aware and hereby authorises RedRabbit to process personal information in respect of System data subjects, subject to and in fulfillment of the Subscriber agreement entered into between the Parties
3. The Subscriber takes note of the disclosures made by RedRabbit under this SLA and undertakes to share such disclosures with the System data subjects where applicable
4. The Subscriber is required to implement steps to ensure that the personal information of data subjects under its care are accurately captured on the System and that the continued correctness and quality of information is maintained. The Subscriber shall further only store such records for the periods permitted under Legislation.
5. The Subscriber takes notice of and shall make its Associated persons aware of RedRabbit policies and procedures in respect of access to records of personal information
6. Subject to 4.3.5 above, the Subscriber acknowledges that, as the primary responsible party in respect of System Data Subjects, it shall bear the responsibility to ensure that requests by System data subjects under POPI are adequately tended to. If RedRabbit becomes aware of any request by a System data subject which has not been adequately tended to by a Subscriber within a reasonable time, RedRabbit may, at its own discretion and without any



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone



obligation, tend to such request to its own satisfaction, and bill the Subscriber for such service. In such case RedRabbit shall still act as the Operator of the Subscriber and not as the responsible party.

6. Limitations of liabilities and waivers

1. RedRabbit shall in the performance of its duties as an Operator of the Subscriber take all such reasonable care to ensure that it meets its obligations in respect of the safeguarding of personal information of data subjects on the System. RedRabbit shall be fully indemnified by the Subscriber from any duty, cost or any other liability in respect of:
 1. Non-compliance by the Subscriber or any of its associated persons with the requirements of Legislation or breach of any of its obligations under this agreement
 2. Any damage, losses or other inconvenience suffered by the Subscriber in respect of any actions taken by RedRabbit in order to meet its obligations under Legislation, including any consequences of personal information deleted or otherwise de-identified by RedRabbit
 3. Any submissions or reports made to any Regulatory Body or in terms of any order of court in respect of any information processed by RedRabbit
 4. Any breach of personal information in respect of a System data subject caused by the Subscriber's negligent use of the System or by the Subscriber granting access to a third party to the System outside of the control of RedRabbit



+27 21 913 6107



www.redrabbit.zone



info@redrabbit.zone