

## LOCATION BASED SERVICES - ANNEXURE

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### 1. INTRODUCTION

This Location-Based Services (LBS) Annexure sets out the legal framework for the provision and use of LBS Services provided by the Supplier. This Annexure is subject to and must be read in conjunction with the Supplier terms and conditions located at <https://saicom.io/terms-and-conditions/>, as well as the relevant Third-Party Providers availability, response times and support procedures relating to the LBS product. The nomenclature used in the Agreement shall apply to this Product Annexure.

### 2. DEFINITIONS

- 2.1. "Location-Based Services" means any service provided by the Supplier that uses, processes, or communicates geographic or positional data relating to a mobile device, subscriber, or asset, including but not limited to real-time location tracking, geo-fencing, location queries, routing, mapping, and proximity-based notifications;
  - 2.2. "Location Data" means any data derived from, or used to determine, the geographic position of a mobile device or subscriber, including network-based positional estimates, GPS co-ordinates, cell-tower triangulation data, and Wi-Fi positioning data;
  - 2.3. "Network" means the electronic communications network or networks through which the Supplier delivers the Services;
  - 2.4. "Third-Party Provider" means any independent third party whose technology, network, data, platform, or API is used by the Supplier (whether or not disclosed to the Customer) in the delivery of the Services.
3. The Customer acknowledges and agrees that Location-Based Services are inherently dependent on a combination of network-based and device-based technologies, each subject to technical, physical, and environmental limitations. The accuracy, availability, and performance of LBS are accordingly variable and cannot be guaranteed.
  4. LBS are provided to the Customer as a commercial tool for business purposes only. The Customer is solely responsible for determining the suitability of LBS for its intended use case and for compliance with all applicable laws and regulations in connection with its use and deployment of LBS.
  5. Nothing in this Annexure constitutes a representation by the Supplier that LBS will satisfy any particular technical, regulatory, or operational requirement of the Customer or its End Users.

### 6. ACCURACY OF LOCATION DATA

- 6.1. The Supplier provides Location Data on an as is, as available basis. The Supplier makes no representation or warranty, express or implied, as to the accuracy, precision, currency, completeness, or reliability of any Location Data supplied as part of the Services.
- 6.2. The Customer expressly acknowledges that Location Data is subject to, without limitation:
  - 6.2.1. margin-of-error inherent in network-based positioning technologies, which may result in positional estimates that deviate materially from the actual geographic location of a device;
  - 6.2.2. signal interference, attenuation, or obstruction caused by buildings, terrain, atmospheric conditions, or other physical factors;
  - 6.2.3. latency between the actual position of a device and the position data delivered to the Customer;
  - 6.2.4. variations in location accuracy depending on the technology used (e.g. cell-tower triangulation versus GPS), the device type, and the prevailing network conditions; and
  - 6.2.5. the absence of location data where a device is not registered on a network or is otherwise unreachable.
- 6.3. The Supplier shall not be liable to the Customer or any End User for any loss, damage, cost, or consequence (whether direct, indirect, consequential, or otherwise) arising out of or in connection with:
  - 6.3.1. inaccurate, imprecise, or erroneous Location Data;
  - 6.3.2. the Customer's or any End User's reliance on Location Data for safety-critical applications, including but not limited to emergency response, medical monitoring, navigation in hazardous conditions, or the protection of persons or assets; or
  - 6.3.3. any decision made, action taken, or omission made by the Customer or any End User based on Location Data.
- 6.4. The Customer shall not use and shall ensure that its End Users do not use, Location Data as the sole basis for any safety-critical decision or in circumstances where an inaccuracy in Location Data could result in harm to persons or property.

## 7. NETWORK AND SERVICE AVAILABILITY

- 7.1. The availability of LBS is contingent on the availability and integrity of the Network and the systems through which LBS are delivered. The Supplier does not warrant that LBS will be uninterrupted, error-free, or available at all times.

7.2. Without limiting clause 7.1, the Customer acknowledges that the following circumstances may affect or interrupt the delivery of LBS and that the Supplier accepts no liability for unavailability or degradation arising therefrom:

- 7.2.1. planned or emergency maintenance of the network or the Supplier's systems;
- 7.2.2. congestion, faults, or failures in the network or in third-party networks through which data is routed;
- 7.2.3. force majeure events, including acts of God, natural disasters, civil unrest, regulatory action, or power outages;
- 7.2.4. faults in, or incompatibility of, the Customer's or an End User's equipment, systems, or software; and
- 7.2.5. any act or omission of a Third-Party Provider that affects the delivery of LBS.

7.3. The Supplier will use reasonable commercial endeavours to restore the availability of LBS following any interruption within its control but does not guarantee any minimum uptime level for LBS unless this is expressly set out in a separate service level agreement signed by both parties.

7.4. In the event of service degradation or outage affecting LBS, the Supplier's liability shall be limited to the remedies, if any, expressly provided for in such a service level agreement or, failing that, to the general limitation of liability provisions set out in the Agreement.

## 8. THIRD-PARTY PROVIDERS

8.1. The Customer acknowledges that the provision of LBS may involve the use of Third-Party Providers, including but not limited to mobile network operators, mapping and geocoding data providers, geospatial platform vendors, and API aggregators.

8.2. The Supplier does not control, and accepts no responsibility for, the acts, omissions, quality, availability, accuracy, or security of any Third-Party Provider's services, data, or infrastructure. Any failure, degradation, change in terms, or discontinuation by a Third-Party Provider that affects the LBS shall not constitute a breach of the Agreement by The Supplier.

8.3. In particular, and without limiting clause 8.2, The Supplier shall not be liable for:

- 8.3.1. the accuracy or completeness of mapping data, geocoding results, or positional information sourced from any Third-Party Provider;
- 8.3.2. any change to, or withdrawal of, a Third-Party Provider's services, APIs, or data feeds that necessitates modification or discontinuation of LBS;
- 8.3.3. any security vulnerability or data breach originating with a Third-Party Provider; or

8.3.4. any additional cost or charge imposed on the Customer because of a Third-Party Provider's pricing changes, provided that the Supplier gives the Customer reasonable written notice of any such change.

8.4. Where Third-Party Provider terms or licences apply to the Customer's use of LBS, the Supplier will notify the Customer thereof in writing, and the Customer agrees to comply with all such terms and licences as a condition of its use of LBS.

## 9. DATA PROCESSING AND POPIA COMPLIANCE

9.1. Location Data may constitute personal information as defined in POPIA where it relates to an identifiable natural person. The Customer, in its capacity as Responsible Party, is solely responsible for ensuring that its collection, use, sharing, and processing of Location Data (including through the LBS) complies with POPIA and all other applicable privacy legislation.

9.2. Without limiting clause 9.1, the Customer warrants to the Supplier that:

9.2.1. it has obtained all consents, or has established all other lawful bases for processing, required under POPIA and any other applicable law before requesting, processing, or retaining Location Data relating to any End User or data subject;

9.2.2. it has provided all requisite notifications and privacy disclosures to End Users and data subjects in relation to the processing of their Location Data;

9.2.3. it will not use LBS to track, monitor, or collect Location Data relating to any person without that person's prior informed consent or such other lawful basis for processing as is recognised under POPIA; and

9.2.4. it will implement and maintain appropriate technical and organisational measures to protect Location Data against unlawful access, loss, destruction, or disclosure.

9.3. The Customer indemnifies and holds the Supplier harmless against any claim, penalty, fine, sanction, demand, loss, damage, cost, or expense (including reasonable legal costs) arising out of or in connection with:

9.3.1. the Customer's failure to comply with POPIA or any other applicable privacy or data protection legislation in connection with its use of LBS; or

9.3.2. any complaint, investigation, or enforcement action by the Information Regulator or any other regulatory authority arising from the Customer's processing of Location Data.

9.4. For the avoidance of doubt, the parties' respective obligations in relation to the interception of communications and RICA compliance are governed exclusively by the Agreement and are not repeated or varied herein.

## 10. CUSTOMER OBLIGATIONS

### 10.1. The Customer shall:

- 10.1.1. use LBS only for lawful business purposes and in accordance with all applicable laws, regulations, and codes of conduct;
- 10.1.2. be solely responsible for the manner in which it deploys LBS, integrates LBS into its own products or services, and presents LBS outputs to End Users;
- 10.1.3. ensure that its End Users are made aware of the nature and limitations of LBS, including the limitations on accuracy described in clause 6;
- 10.1.4. not use LBS to:
  - 10.1.4.1. track or monitor individuals without their consent, other than as permitted under applicable law;
  - 10.1.4.2. engage in discriminatory profiling or targeting based on Location Data; or
  - 10.1.4.3. conduct surveillance or intelligence gathering in contravention of applicable law;
- 10.1.5. promptly notify the Supplier of any security incident, breach, or suspected unauthorised access to Location Data of which it becomes aware; and
- 10.1.6. maintain audit records of its use of LBS for a minimum period of three (3) years, or such longer period as may be required by law.

### 10.2. The Customer shall remain fully liable to the Supplier and to any third party for the acts, omissions, and conduct of its End Users in connection with LBS, as if such acts, omissions, or conduct were its own.