



TRIOBOX SERVICE AGREEMENT

A commercial service agreement governing the provision and use of the TrioBox Wi-Fi authentication, campaign and guest engagement platform.

Service Provider	Triotek (Pty) Ltd
Registration Number	2023/804559/07
Platform	www.triobox.co.za
Jurisdiction	Gauteng, South Africa

Prepared for digital acceptance and distribution

Version 1.0

1. Introduction

1.1 This Service Agreement ("Agreement") governs the provision and use of the TrioBox platform operated by Triotek (Pty) Ltd, a private company duly incorporated in accordance with the laws of the Republic of South Africa under registration number 2023/804559/07, having its principal place of business at 184 Hoyt Crescent, Pretoria, Gauteng, South Africa ("Triotek").

1.2 The party registering for the TrioBox service via the website www.triobox.co.za shall be referred to in this Agreement as the Customer, Venue Operator, or Subscriber.

1.3 By completing the registration process, activating a Venue, or otherwise making use of the TrioBox platform, the Customer confirms that it has read, understood, and agrees to be legally bound by this Agreement.

1.4 This Agreement constitutes a legally binding contract between Triotek and the Customer governing the use of the TrioBox platform and any related services provided by Triotek from time to time.

2. Definitions and Interpretation

2.1 In this Agreement, unless the context indicates otherwise, the following expressions shall bear the meanings assigned to them below.

2.1.1 "Account" means the Customer's registered profile on the TrioBox platform through which the Services are administered.

2.1.2 "Customer" means the person or legal entity registering for the TrioBox service and operating one or more Venues.

2.1.3 "Guest" or "User" means any individual who authenticates through the TrioBox platform in order to obtain internet access at a Venue.

2.1.4 "Services" means the TrioBox Wi-Fi authentication, management, campaign, analytics, reporting and related software services operated by Triotek.

2.1.5 "Venue" means any physical premises registered under the Customer's Account where the TrioBox service is deployed, and includes any future venue added under the same Account.

2.1.6 "Router" or "Gateway" means a networking device configured to connect the Venue's local network to the TrioBox authentication platform.

2.1.7 "User Data" means personal information collected from Users during the authentication process, including names, email addresses, mobile numbers, demographic information, and any other personal information as contemplated in applicable legislation.

2.1.8 "POPIA" means the Protection of Personal Information Act, No. 4 of 2013 of the Republic of South Africa, including any amendments or regulations issued thereunder.

2.2 Words importing the singular shall include the plural and vice versa, and words importing any gender shall include the other genders.

2.3 References to any statute shall include any amendment, replacement, or re-enactment thereof.

2.4 The rule of interpretation that an agreement shall be construed against the party responsible for its drafting shall not apply to this Agreement.

3. Appointment and Licence

3.1 Triotek hereby grants the Customer a non-exclusive, non-transferable, revocable and limited licence to access and use the TrioBox platform for the sole purpose of operating guest Wi-Fi authentication and related marketing services at the Customer's registered Venues.

3.2 The licence granted in terms of clause 3.1 does not transfer ownership of the platform or any associated intellectual property rights to the Customer.

3.3 The Customer acknowledges that the use of the TrioBox platform is permitted only for lawful internal business purposes connected with the Customer's Venue operations.

3.4 The Customer warrants that the individual accepting this Agreement has the requisite authority and delegation to legally bind the Customer and any entity or trading business on whose behalf registration is completed.

3.5 The Customer further agrees that every future Venue added under the same Account shall automatically be bound by this Agreement without the need for a separate written instrument.

4. Ownership of Intellectual Property

4.1 All intellectual property rights associated with the TrioBox platform, including but not limited to software, databases, system architecture, source code, user interfaces, graphics, processes, know-how, documentation, trademarks, logos, brand assets, and technical specifications, shall remain the sole and exclusive property of Triotek.

4.2 The Customer acknowledges that the Services are licensed and not sold to the Customer.

4.3 The Customer shall not copy, decompile, reverse engineer, disassemble, adapt, modify, distribute, publish, lease, sublicense, transfer, or otherwise attempt to derive the source code or technical architecture of the platform, whether in whole or in part.

4.4 Nothing in this Agreement shall be interpreted as granting the Customer any proprietary right, title, or interest in or to the platform or any component thereof.

5. Description of Services

5.1 TrioBox is a software-based platform designed to facilitate the authentication and management of guest Wi-Fi access at commercial venues.

5.2 The Services include a captive portal authentication system, a web-based venue management dashboard, guest analytics and reporting tools, campaign and marketing functionality, and such additional features as Triotek may make available from time to time.

5.3 The Services are hosted and operated by Triotek within the Republic of South Africa.

5.4 Triotek reserves the right to update, enhance, amend, remove, suspend, or replace functionality in the normal course of maintaining, securing, improving, or commercialising the platform.

6. Customer Responsibilities

6.1 The Customer acknowledges that TrioBox is a software platform only and does not include the provision of internet connectivity, broadband services, fibre services, mobile data services, or the physical Wi-Fi infrastructure required to broadcast internet access at a Venue.

6.2 The Customer shall, at its own cost and risk, procure and maintain internet connectivity from a third-party internet service provider.

6.3 The Customer shall ensure that suitable networking infrastructure exists at the Venue to support the installation and operation of the TrioBox router.

6.4 The Customer shall appoint its own suitably qualified technician, installer, or network specialist to install and configure the TrioBox router within the Venue's existing network environment.

6.5 The Customer acknowledges that the TrioBox router requires a live and active internet connection in order to operate and that the absence of such connectivity will prevent the Services from functioning correctly.

6.6 Triotek shall not be liable for service disruptions, faults, poor performance, or non-performance caused by internet outages, power failures, unstable connectivity, network misconfiguration, incompatible third-party infrastructure, poor wireless design, or faulty installation.

6.7 The Customer shall at all times use the Services lawfully and shall not permit the platform to be used in a manner that infringes any law, regulation, code, or right of any third party.

7. Service Availability

7.1 Triotek shall use commercially reasonable efforts to keep the platform active, available, and operational.

7.2 The Customer acknowledges and accepts that the Services are provided on a best-effort basis and that no service level agreement guaranteeing uninterrupted, fault-free, or error-free operation is provided unless expressly agreed otherwise in writing.

7.3 The Customer further acknowledges that routine maintenance, software updates, upstream service interruptions, infrastructure failures, cyber incidents, or unforeseen technical issues may from time to time result in temporary downtime or degraded performance.

7.4 Triotek shall not incur liability merely by reason of temporary unavailability, suspension, downtime, or reduced functionality of the platform.

8. Service Fees and Payment

8.1 The Customer agrees to pay all service fees, setup fees, equipment fees, shipping charges, and any other charges applicable to the Customer's selected TrioBox offering.

8.2 Unless otherwise expressly stated, all amounts payable under this Agreement are exclusive of Value Added Tax.

8.3 VAT shall be levied where applicable in accordance with the laws of the Republic of South Africa.

8.4 All shipping, delivery, courier, logistics, or collection costs relating to routers or any related equipment shall be for the sole account of the Customer.

8.5 Triotek reserves the right to suspend, restrict, or terminate the Services if the Customer fails to pay any amount due under this Agreement.

8.6 The Customer shall not be entitled to withhold, set-off, deduct, or defer payment of any amount due to Triotek unless Triotek has expressly agreed thereto in writing.

9. Interest on Overdue Amounts

9.1 Any amount not paid by the Customer on the due date shall bear interest at the prevailing prime lending rate published by First National Bank, or its successor in title, plus two percent per annum.

9.2 Interest shall accrue daily, calculated from the due date until the date of actual payment, both days inclusive where legally permissible.

9.3 The charging of interest shall not prejudice any other right or remedy available to Triotek in terms of this Agreement or at law.

10. Term and Early Termination

10.1 Where the Customer elects a fixed service term, including a twelve-month commitment, the Customer shall remain bound for the full duration of such term.

10.2 If the Customer terminates the Services prior to the expiry of the agreed term, the Customer shall remain liable for all outstanding service fees, any applicable early termination amounts, and the full retail value of any router or equipment supplied as part of the service arrangement.

10.3 Termination of the Services for any reason shall not release the Customer from any accrued or outstanding payment obligation existing as at the termination date.

11. Data Protection and POPIA

11.1 Each party undertakes to comply with POPIA and any other applicable law relating to the protection, collection, storage, use, disclosure, or processing of personal information.

11.2 The Customer shall ensure that Users are informed of the purpose for which their personal information is collected and processed and that appropriate consent mechanisms are used where required by law.

11.3 The Customer may use User Data only for lawful purposes and in a manner consistent with its published privacy documentation and the requirements of POPIA.

11.4 Marketing communications may be sent only to Users who have expressly opted in to receive such communications, where such opt-in is legally required.

11.5 Triotek shall implement reasonable technical and organisational safeguards designed to protect the integrity and confidentiality of personal information processed through the platform.

12. Confidentiality

12.1 Each party undertakes to treat as confidential all confidential, proprietary, technical, commercial, operational, and personal information disclosed to it or obtained by it in connection with this

Agreement or the Services.

12.2 Confidential information shall include, without limitation, the terms of this Agreement, platform architecture, technical documentation, pricing, business processes, customer details, User Data, analytics, credentials, and any information that by its nature or by designation ought reasonably to be regarded as confidential.

12.3 No party shall disclose confidential information to any third party except to its professional advisers, employees, contractors, or service providers who have a strict need to know such information for purposes connected with this Agreement and who are bound by confidentiality obligations no less onerous than those contained herein.

12.4 The restrictions contained in this clause shall not apply to information which is lawfully in the public domain, lawfully obtained from a third party entitled to disclose it, independently developed without reference to the confidential information, or required to be disclosed by law or court order, provided that the disclosing party gives prompt notice where legally permitted.

12.5 The obligations contained in this clause shall survive the termination or expiry of this Agreement for any reason whatsoever.

13. Account Security

13.1 The Customer shall be solely responsible for maintaining the confidentiality and security of its login credentials, passwords, access tokens, and any other authentication mechanism used to access the platform.

13.2 The Customer shall not share its login credentials with any unauthorised person and shall ensure that access to the platform is restricted to duly authorised personnel only.

13.3 The Customer shall remain liable for all actions performed, transactions concluded, and data processed through its Account, whether by its employees, representatives, contractors, or any person using its credentials.

14. Internet Content Disclaimer

14.1 Triotek does not provide internet content filtering, parental control services, censorship services, or content moderation services in relation to the internet connection available at the Venue.

14.2 Users accessing the internet through the Venue's network may encounter adult content, offensive material, unlawful content, or content unsuitable for minors.

14.3 The Customer acknowledges that the TrioBox service is intended for use by persons aged eighteen years or older.

14.4 Triotek shall not be liable or responsible if any minor gains access to inappropriate, explicit, or unlawful content through the Venue's internet connection.

14.5 If the Customer requires content filtering or access controls, the Customer shall be solely responsible for implementing and maintaining such third-party solutions at its own cost.

15. Marketing and Brand Usage

15.1 The Customer shall not use, publish, reproduce, display, adapt, or otherwise exploit the trademarks, logos, trading names, designs, branding, or marketing assets of Triotek or TrioBox without the prior written consent of Triotek.

15.2 The Customer grants Triotek permission to list the Venue publicly as a TrioBox hotspot location and to display the Venue's trading name, brand name, or logo in any directory, map, website, platform listing, brochure, presentation, or other marketing material identifying TrioBox-enabled locations.

15.3 Nothing in clause 15.2 shall be construed as granting the Customer any right to use the Triotek or TrioBox brands beyond the limited use expressly authorised in writing by Triotek.

16. Data Ownership and Retention

16.1 Subject always to applicable law, User Data collected through the platform for the benefit of the Customer's Venues shall remain data collected on behalf of the Customer for its legitimate business purposes.

16.2 Triotek shall not sell User Data to third parties and shall not disclose such User Data except as required by law, court order, regulatory obligation, or as otherwise permitted under applicable privacy legislation.

16.3 Triotek may, for legitimate operational, security, legal, storage, or housekeeping reasons, apply data retention or data deletion practices from time to time, including the deletion of stale or historical data where reasonable and lawful to do so.

16.4 The Customer is responsible for retaining such records, exports, backups, or reports as it may require for its own operational or compliance purposes.

17. Suspension of Services

17.1 Triotek shall be entitled, without prejudice to any other right or remedy, to suspend, restrict, or disable access to the Services immediately where Triotek reasonably believes that the Customer has breached this Agreement, failed to make payment when due, exposed the platform to security risks, processed personal information unlawfully, or used the platform in an unlawful or improper manner.

17.2 Triotek may also suspend the Services where required to protect platform integrity, conduct urgent maintenance, respond to a cyber incident, comply with law, or prevent harm to Triotek, the Customer, Users, or any third party.

17.3 Where reasonably practicable, Triotek shall provide notice of such suspension, but shall not be obliged to do so where immediate action is necessary.

18. Indemnity

18.1 The Customer hereby indemnifies, defends, and holds harmless Triotek, its directors, shareholders, officers, employees, contractors, agents, and affiliates against any and all claims, actions, proceedings, losses, damages, liabilities, penalties, costs, and expenses, including legal costs on an attorney and client scale, arising directly or indirectly from or in connection with the Customer's use of the Services, the Venue's network environment, the conduct of Users, the Customer's breach of this Agreement, or the Customer's failure to comply with applicable law.

18.2 Without limiting the generality of clause 18.1, the indemnity shall include claims arising from unlawful internet usage at the Venue, misuse of personal information, unlawful or unsolicited marketing, data breaches attributable to the Customer, failure to obtain necessary consents, and any complaint or claim by a User, customer, regulator, or third party relating to the Customer's use of the Services.

19. Limitation of Liability

19.1 To the fullest extent permitted by law, the Services are provided on an "as is" and "as available" basis and Triotek gives no representation or warranty, whether express, implied, or statutory, as to uninterrupted availability, fitness for a particular purpose, merchantability, compatibility, or the accuracy, completeness, or reliability of any data, report, or output generated by the platform.

19.2 Triotek shall not be liable, whether in contract, delict, negligence, strict liability, or otherwise, for any indirect, incidental, special, punitive, or consequential loss or damage suffered by the Customer or any third party, including loss of profits, loss of revenue, loss of business, loss of goodwill, loss of anticipated savings, loss of data, business interruption, or reputational harm.

19.3 Without derogating from the generality of the foregoing, Triotek shall not be liable for any loss or damage caused by connectivity failures, internet outages, electrical failures, cyber incidents, service interruptions, third-party software or hardware failures, inaccurate guest data, or unlawful acts of Users or third parties.

19.4 To the extent that Triotek may nevertheless be found liable notwithstanding the exclusions contained herein, Triotek's aggregate liability arising from or in connection with this Agreement shall not exceed the total amount of fees actually paid by the Customer to Triotek in the three months immediately preceding the event giving rise to the claim.

20. Breach and Remedies

20.1 If either party commits a material breach of this Agreement and fails to remedy such breach within ten Business Days after receipt of written notice requiring it to do so, the aggrieved party shall be entitled, without prejudice to any other rights it may have in law or under this Agreement, to cancel this Agreement or to claim specific performance.

20.2 If the Customer fails to make payment of any amount due on the due date and fails to remedy such default within ten Business Days after receipt of written notice demanding payment, Triotek shall be entitled to suspend the Services, terminate this Agreement, claim all outstanding amounts, and recover any legal costs incurred in enforcing its rights.

20.3 All rights and remedies conferred upon Triotek in this Agreement are cumulative and are not exclusive of any rights or remedies available at law.

20.4 Upon termination of this Agreement for any reason whatsoever, all amounts owing by the Customer to Triotek shall immediately become due, owing, and payable.

21. Force Majeure

21.1 Neither party shall be liable for any delay in or failure to perform any obligation under this Agreement if and to the extent that such delay or failure is caused by circumstances beyond the

reasonable control of that party, including acts of God, fire, flood, storm, lightning, epidemic, pandemic, civil commotion, war, insurrection, labour dispute, governmental action, legal restriction, cyber incident, telecommunications failure, internet backbone failure, utility interruption, or power outage.

21.2 The affected party shall notify the other party as soon as reasonably practicable of the nature, extent, and anticipated duration of the force majeure event.

21.3 The obligations of the affected party shall be suspended for the duration of the force majeure event, provided that the affected party uses reasonable efforts to mitigate the impact thereof.

22. Domicilium and Notices

22.1 For all purposes under this Agreement, including the giving of notices and the service of legal process, the parties choose as their domicilium citandi et executandi the addresses set out below.

22.2 Triotek chooses as its domicilium citandi et executandi 88 Sovereign Drive, Route 21 Business Park, Centurion, Gauteng, 0157, and its email address for notices shall be such email address as Triotek publishes or communicates from time to time for legal or contractual notices.

22.3 The Customer chooses as its domicilium citandi et executandi the physical address and email address provided by the Customer during registration, onboarding, account creation, or as later updated on the TrioBox platform.

22.4 The Customer specifically agrees and consents that the email address registered on its Account may be used by Triotek for the delivery of invoices, notices, demands, statements, breach notices, legal notices, amendments, and any other document required or permitted under this Agreement, and the Customer accepts email transmission to such registered email address as valid written notice for all purposes.

22.5 Any notice given by email shall be deemed to have been received on the first Business Day following the date of dispatch, provided that no delivery failure notification is received by the sender.

22.6 Either party may change its domicilium or notice details by giving the other party written notice of such change, provided that such change shall become effective only on the seventh day after receipt of such notice.

22.7 Notwithstanding anything to the contrary contained in this Agreement, any notice actually received by a party shall be deemed valid and effective notwithstanding that it was not sent to that party's chosen domicilium.

23. Governing Law and Jurisdiction

23.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.

23.2 The parties hereby consent to the jurisdiction of the courts of Gauteng, South Africa, in respect of any dispute arising from or in connection with this Agreement, provided that nothing contained herein shall prevent Triotek from approaching any court of competent jurisdiction for urgent or interim relief.

24. Cession and Assignment

24.1 The Customer shall not cede, assign, transfer, delegate, novate, or otherwise dispose of any of its rights or obligations under this Agreement without the prior written consent of Triotek.

24.2 Triotek shall be entitled, upon written notice to the Customer, to cede, assign, delegate, novate, or transfer any or all of its rights and obligations under this Agreement to any affiliate, holding company, subsidiary, successor in title, purchaser of business, or financier.

25. Severability

25.1 If any provision of this Agreement is held to be invalid, unlawful, void, or unenforceable by any competent court or tribunal, that provision shall, to the extent necessary, be severed from the remaining provisions, and the remainder of this Agreement shall continue in full force and effect.

25.2 The parties shall in good faith endeavour to replace any invalid or unenforceable provision with a valid and enforceable provision which most closely reflects the original commercial purpose and intent of the affected provision.

26. Non-Waiver

26.1 No latitude, extension of time, relaxation, indulgence, or concession granted by either party to the other shall constitute a waiver of or otherwise prejudice any of that party's rights in terms of this Agreement.

26.2 No waiver by either party of any breach shall operate as a waiver of any subsequent breach, whether of the same or any other provision of this Agreement.

26.3 No waiver shall be effective unless reduced to writing and signed by the party granting such waiver.

27. Entire Agreement

27.1 This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior oral or written agreements, negotiations, understandings, representations, or arrangements between them relating to such subject matter.

27.2 No amendment, variation, consensual cancellation, or addition to this Agreement shall be of any force or effect unless reduced to writing and accepted by Triotek in such manner as Triotek may determine, including by publication on the platform where lawful and appropriate.

28. Electronic Acceptance

28.1 The parties agree that acceptance of this Agreement by electronic means, including online registration, digital acknowledgement, the ticking of an acceptance checkbox, clicking an "I agree" button, or any substantially similar electronic action indicating acceptance, shall constitute valid and binding acceptance of this Agreement and shall be deemed to have the same force and effect as a handwritten signature.

28.2 The electronic records maintained by Triotek relating to the Customer's registration, acceptance, and continued use of the Services shall constitute prima facie proof of the Customer's acceptance of this Agreement.

Acceptance. By registering for the TrioBox service, activating a Venue, or continuing to use the platform, the Customer confirms that it has read and understood this Agreement, that it has full authority to bind the relevant business or entity, and that it agrees to be legally bound by the terms and conditions contained herein.

Execution Record

This Agreement was not executed by handwritten signature, having instead been duly and validly accepted electronically by the Customer and Triotek.