

**1 INTRODUCTION AND TERMS**

- 1.1 These Terms are a binding legal agreement between you and SIL.
- 1.2 The Terms apply to anyone who has the Smart Geyser device and sensors (**Device**) installed on their geyser, uses the App (as defined in clause 1.9 below) and receives the Services.
- 1.3 **Please read these Terms carefully as they impose legally binding obligations on you and contain exclusions and limitations of our liability (responsibility) that affect you. It is your responsibility to determine whether the Device and the Service are suitable and adequate for your needs. You assume all risks associated with your use of the Device and the Service.**
- 1.4 **Please pay special attention to the clauses in bold, as they may involve some risk for you. You must know, understand and comply with these Terms.**
- 1.5 By accepting the Terms, you agree to them and warrant (promise) that you are older than 18 years and that you can enter into a legally binding agreement.
- 1.6 The Terms apply together with any other relevant terms and disclaimers that are referred to herein.
- 1.7 We may change the Terms from time to time and will notify you of any changes in writing. The latest version of the Terms applies to you.
- 1.8 The Terms take effect (begin) when your Device is installed.
- 1.9 The Device is manufactured and provided by Sensor Networks Proprietary Limited (**Sensor Networks**). By installing a Device, you agree to these Terms, which will apply to you and your use of the Device, the Sensor Networks mobile App owned and managed by Sensor Networks (the **App**) and all other related services (**Service**). Please note that you will also be subject to the terms and conditions of Sensor Networks from time to time – you can find these terms on the App when you register and log in for the first time.
- 1.10 A reference in these Terms to **we, us** or **our** is a reference to SIL, while a reference to **you, your** or **yours** is a reference to you, the client.

**2 THE DEVICE AND SERVICE**

- 2.1 If you do not have a homeowner's insurance policy underwritten by SIL, the Service will be provided for a period of 36 months from the date on which you accept the Terms (**36 Month Period**). If you have a homeowner's insurance policy underwritten by SIL, the Service will be provided for a period of 60 months from the date on which you accept the Terms (**60 Month Period**), the 36 Month Period and 60 Month period collectively referred to as the **Contract Period**. In either case, at the end of the Contract Period and unless otherwise indicated by SIL, the Service will continue on a month-to-month basis and new terms and conditions may need to be agreed with us.
- 2.2 The Service consists of the Device, use of the App, proactive alerts and automated claims logging. Automated claims logging is only available for those clients with a homeowner's insurance policy underwritten by SIL.
- 2.3 The Device has a number of components that collectively:
- 2.3.1 automatically switch off the water and power supply to your geyser on detecting a water leak, limiting the damage to your home (subject to you having a drip tray and having the leak detection sensor placed on the drip tray);
- 2.3.2 automatically switch off the power supply whenever an abnormally high temperature is detected in your geyser, preventing the geyser element from burning out;
- 2.3.3 send you and SIL an in-App alert whenever an event in clauses 2.3.1 or 2.3.2 is detected.
- 2.4 In addition, you'll be able to perform the following functions through the App:
- 2.4.1 switch your geyser on and off remotely;
- 2.4.2 set schedules for when your geyser should heat water;
- 2.4.3 set the maximum heating temperature for the water in your geyser;
- 2.4.4 assign a co-owner for your geyser (to receive alerts and perform the above functions);
- 2.4.5 view graphs of electricity consumption in kWh and the estimated Rand value you have spent relative to that consumption;

**3 SIGNING UP FOR THE APP**

- 3.1 To sign up for the App, you must provide your name, email address, cellphone number and a password.
- 3.2 **Please note that the App is owned and managed by Sensor Networks, which owns all rights in and to the intellectual property that applies to the App.**
- 3.3 **The App may have separate terms and conditions that you will need to accept.**

**4 FEES FOR THE SERVICE**

The fees for the Service, which enables the Device to communicate with the Internet Of Things hub run by Sensor Networks, as well as all other related fees for the Service, the Device and additional services, are set out in the Fees Schedule, which may be updated from time to time. All fees may be increased annually, depending on the increase in costs related to the Service.

**5 CONDITIONS FOR THE INSTALLATION OF THE DEVICE**

- 5.1 **The Device can only be installed:**
- 5.1.1 **on electric geysers (no solar, gas or heat pump installations);**
- 5.1.2 **if the geyser is inside the home;**
- 5.1.3 **if the electric geyser meets the applicable SANS plumbing compliance standards at the time of installation;**
- 5.1.4 **for customers with a homeowner's insurance policy underwritten by SIL to claim the preferential pricing, the geyser must furthermore be located in the ceiling and a drip tray must be present at the time of installation of the Device.**
- 5.2 **Please note that:**
- 5.2.1 **if the geyser does not have a drip tray with an outlet pipe, leak detection will not be possible and consequently the ability to automatically switch off the water and power supply to the geyser to limit damage to your home will not be possible. However, you may request a drip tray to be installed at your own cost, as outlined in the Fees Schedule.**
- 5.2.2 **apart from the heating element, your existing geyser, valves and fittings will not be replaced when the Device is installed, and the geyser will remain compliant to existing SANS standards.**

**6 IMPORTANT INFORMATION ABOUT YOUR DEVICE**

- 6.1 Please note that the Device is monitored automatically in real time.
- 6.2 To ensure optimal functioning of your Device, please take note of the following:
- 6.2.1 The Device must be installed by an approved SIL installer inside your home and your home must qualify for an installation.
- 6.2.2 The voltage inside the Device may be hazardous, so do not attempt to disassemble the Device.
- 6.2.3 The internal battery voltage is 12V DC sealed lead-acid battery.
- 6.2.4 The Device will not operate:
- 6.2.4.1 if you have a solar geyser;
- 6.2.4.2 if your geyser is outside your home;
- 6.2.4.3 if your current geyser installation does not meet plumbing compliance standards; or
- 6.2.4.4 in areas subject to excessively low or high temperatures
- 6.3 External events, such as power surges resulting from lightning or load shedding or overloading, could damage your Device. It is your responsibility to guard against these and it is recommended that you use a surge protector at a minimum.
- 6.4 Your Device should not be exposed to excessive moisture or damp environments with high water pressure as these may damage your Device and/or void your warranty.
- 6.5 Subject to the warranty period set out in clause 7, if your Device battery needs replacement, you will receive a notification to this effect on the App. Please contact us to facilitate a call-out from an approved installer. This will ensure that your Services remain uninterrupted and that the Device warranty remains valid.
- 6.6 If you are making significant changes or renovations to your home that would warrant de-installation of or a change of environment for your Device, or if you are moving to another home, please contact us to facilitate a call-out from an approved installer to ensure that your Services remain uninterrupted in the new environment.
- 6.7 We may recommend maintenance or servicing of your Device from time to time based on the monitoring and overall functioning of your Device.

- 6.8 If you detect any issues with your Device, please contact us and ask us to investigate and facilitate a call-out if necessary.
- 6.9 You are granted a limited, non-exclusive, non-transferable licence to use the firmware programs and associated files in object code form (**Software**) with a single Device for the duration of your contract with us (the **Licence**). Our licensor retains all right, title and interest in the Software and all copies thereof, including all copyright and other intellectual property rights. You agree not to carry out or cause or permit, directly or indirectly, the modification, disassembly, recompilation or reverse-engineering of the Software or any part thereof, or otherwise gain or attempt to gain access to the source code of the Software. You agree not to create derivative works or cause or permit others, directly or indirectly, to create derivative works based on the Software.

## 7 THE WARRANTY OF THE DEVICE

- 7.1 The following warranties apply:
- 7.1.1 For the Device, a five-year warranty from the date of installation of the Device;
- 7.1.2 For the temperature and water leak sensors as well as the battery, the warranty applies for the duration of the contract.
- 7.2 **You must not tamper with the Device nor allow any unauthorised service provider to do so, as this will void the warranty under this clause 7. In the event of a fault or malfunction of the Device, we will receive an alert and we will contact you. Only SIL and service providers appointed and accredited by SIL may inspect, test or work on the Device and its components.**
- 7.3 **If the Device or battery are found to be faulty within the periods referred to in clauses 7.1, they will be replaced free of charge, unless there is evidence that they were tampered with, in which case any costs or any damage related to the Device or battery and/or its components will be for your own account.**
- 7.4 **The warranty only applies if the Device or battery have been used in accordance with the recommendations set out in these Terms at clause 6 under normal conditions and with reasonable care. If you do not use the Device or battery in accordance with these recommendations, the warranty will lapse and will not apply. SIL will not be responsible for any costs, losses or damages you may suffer or incur as a result of your non-compliance with manufacturer or supplier recommendations.**
- 7.5 **The warranty does not cover damage due to power surges or any damage, malfunction or failure resulting from misuse, neglect, abuse or use for a purpose for which the Device or battery are not designed or to which they are not suited. The warranty will also not apply if repairs, alterations or modifications have been completed or attempted by anyone except an authorised service provider of SIL or the manufacturer of the Devices.**

## 8 CANCELLING THE SERVICE AND WHAT HAPPENS IF YOU BREACH (GO AGAINST) THESE TERMS

- 8.1 If you wish to cancel the Service, you must send at least 30 days' written notice of your intention to cancel the Service to GoGreen@standardbank.co.za. In this case, the provisions of clause 8.6 will apply.
- 8.2 If you cancel your homeowners insurance policy with SIL, the Service will still be available to you at an adjusted rate, as long as you pay the monthly adjusted service fees.
- 8.3 We may cancel the Service at any time on 30 days' written notice, including in cases where our relationships with our service providers or suppliers have ended. In such cases, any outstanding fees will be waived.
- 8.4 In addition to the provisions at clause 8.3, we will cancel the Service if you fail to pay the monthly fees required for the Service. **If you miss the payment of the monthly fees, you will receive a reminder and we will attempt to collect two premiums the following month. If you fail to pay the fees for two months in a row, the Service will be terminated without further notice to you and the provisions of clauses 8.7 and 8.8 will apply.**
- 8.5 We may cancel the Service immediately without giving you notice, and the conditions of clauses 8.7 and 8.8 will apply, if we:
- 8.5.1 believe or suspect you are using the Service wrongly or unlawfully (illegally);
- 8.5.2 believe or suspect that you have breached these Terms;
- 8.5.3 must do this for legal reasons.
- 8.6 **On the expiry of the 30-day period set out in clause 8.1 or 8.3, as relevant, the Device will be de-commissioned and you will no longer enjoy the benefits of the Service.**
- 8.7 **In the event of a termination of the Service in terms of clauses 8.1, 8.4 or 8.5, before the end of the Contract Period from the date of installation, you may be liable for the cost of the Device and Service on a pro-rata basis for the remainder of the Contract Period.**
- 8.8 **You will need to grant us access to your home if we need to**

**de-install the Device.**

## 9 WHAT HAPPENS IF YOU WANT TO SELL YOUR HOME?

- 9.1 If you want to sell your home and you want to install the Device in your new home, we will assist you on the following terms:
- 9.1.1 **we will install the Device in your new home provided that the conditions referred to in clause 5 above are met;**
- 9.1.2 **you will pay the de-installation and installation fees as set out in the Fees Schedule for moving the Device to your new home, and you will need to grant us access to both homes so that we can de-install and re-install the Device.**
- 9.2 **If the above conditions cannot be satisfied, this will be considered a termination of the Device and the Service, and the terms set out in clauses 8.7 and 8.8 above will apply.**
- 10 **DOES THE INSTALLATION OF THE DEVICE HAVE ANY IMPLICATIONS FOR YOUR INSURANCE POLICY OR THE CLAIMS PROCESS?**
- 10.1 The Device does not prevent geysers or geyser bursts and does not guarantee that there will not be any resultant damage because of a geyser leak or burst. So, should there be a geyser leak or burst with or without resultant damage, and you have a homeowner's insurance policy underwritten by SIL, the conditions and excesses of your current Policy will continue to apply.
- 10.2 If you do not have a homeowner's insurance policy underwritten by SIL, you will need to confirm with your current insurer whether the conditions and excesses of your current Insurance policy will continue to apply.
- 10.3 If the geyser has a drip tray and the leak detection sensor was installed, the Device will detect leaks before you are aware of them, and when this happens, your water and power supply to the geyser will be switched off to limit any further damage to the home.
- 10.3.1 **If you have a homeowner's insurance policy underwritten by SIL, we will contact you to schedule an appointment for one of our service providers to visit your home or the location where the Device is installed to fix or replace whatever may be faulty on the geyser. This means that besides not having a flooded home, you will also not have the inconvenience of having to log a claim for your geyser.**
- 10.3.2 **If you do not have a homeowner's insurance policy underwritten by SIL, we will still contact you to advise you to contact your insurer to log a claim.**
- 10.4 If you do not have a homeowner's insurance policy underwritten by SIL, in the event that the geyser needs to be replaced, you will need to ensure that the plumber that is replacing the geyser contacts Sensor Networks for instructions on de-installing and re-installing the Device and sensors. Should this not be done correctly, a SIL approved plumber may be required to re-install the device at your cost as set out in the Fees Schedule.

## 11 YOUR PERSONAL INFORMATION

- 11.1 **Definitions**
- 11.1.1 **Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries.
- 11.1.2 **Personal Information** means information relating to an identifiable natural or juristic person, as defined by the Protection of Personal Information Act 4 of 2013 or equivalent legislation of the jurisdiction(s) applicable to the Parties and/or this Agreement.
- 11.1.3 **Processing** means any operation or activity, automated or not, relating to Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification or use. **Process** and **Processed** will have a similar meaning.
- 11.1.4 **We, us and our** refer to SIL, Standard Bank Insurance Brokers Proprietary Limited or any other member of the Standard Bank Group and will also include our service providers who are appointed to install the Device and provide the Services as set out in these Terms.
- 11.2 **Data protection**
- 11.2.1 You give consent for us to collect your Personal Information from you and, where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as the purposes set out below.
- 11.2.2 You acknowledge and agree that it may be necessary for us to share your Personal Information from time to time with certain industry bodies (such as the South African Insurance Association), regulatory bodies (such as the Financial Services Board or the South African Reserve Bank), insurers and/or reinsurers, service providers (such as panel-beaters), agents and internal and external

assessors (such as car assessors) and that we will only do this as appropriate or necessary in order to provide the products and/or services to you and to comply with the laws and our policies and procedures. You expressly consent to our providing your Personal Information to the above third parties for these purposes.

- 11.2.3 You confirm that, if you give us Personal Information about or on behalf of other persons (including account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information to, from and outside the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 11.3 You give consent for us to process your Personal Information:
  - 11.3.1 so that we may provide products and services to you in terms of this agreement and provide any other products and services for which you may apply.
  - 11.3.2 so that we may carry out statistical and other analyses to identify potential markets and trends, evaluate and improve our business (this includes improving existing products and services and developing new ones).
  - 11.3.3 in countries outside the country where the products or services are provided. (These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies.)

11.3.4 by sharing your Personal Information with the insurers, our service providers and any other third parties required in order to provide the products and services to you, locally and outside the country where the products or services are provided. (As far as possible, we ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to provide their services.)

11.3.5 within the Group.

- 11.4 You will find our processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request. If you are unsure about your tax or legal position because your Personal Information is processed in countries other than where you live, you should get independent advice or ask your consultant to guide you on how you can get independent advice.

## 12 DO YOU HAVE ANY FURTHER QUESTIONS OR NEED SUPPORT?

12.1 For any queries, please send us an email at [GoGreen@standardbank.co.za](mailto:GoGreen@standardbank.co.za).

12.2 If you have any complaints, please call **0860 101 101** and select option 2 for SIL complaints. You can also send an email to [complaint.resolutioncentre@standardbank.co.za](mailto:complaint.resolutioncentre@standardbank.co.za).

12.3 For Sensor Networks support, please contact **066 485 7148** or [standardbanksupport@sensornetworks.co.za](mailto:standardbanksupport@sensornetworks.co.za)

The prices quoted below are applicable as of February 2022 and are subject to change from time to time.

The Smart Geyser Device (**Device**) is manufactured and provided by Sensor Networks Proprietary Limited (**Sensor Networks**) and is subject to the terms and conditions which apply to this Fee Schedule.

Please note that all prices listed in this Fee Schedule are, unless otherwise stated, **inclusive of VAT**.

## **1 COST OF THE DEVICES AND SERVICE**

- 1.1 Customers without a homeowners' insurance policy underwritten by SIL, the costs are:  
Monthly payment of R119. This includes the Device, installation and service fees per Device, payable over a period of 36 months.
- 1.2 Customers with a homeowners' insurance policy underwritten by SIL  
These customers are offered preferential costs as indicated below, provided that the geyser is located in the ceiling of the home and a drip tray is present at the time of installation or if not present, that one is installed, if possible, at the customer's cost (see 2.4 below).  
If the above conditions are met, the costs are  
Monthly payment of R60. This includes the Device, installation, and service fees per Device, payable over a period of 60 months.

## **2 INSTALLATION COST**

- 2.1 If you move homes and wish to move the devices to your new home, a once-off installation cost of R710 per geyser will be charged to you to install the Device in your new home. There is also a de-installation fee from your existing home (see section 3 below).
- 2.2 If you do not have an Insurance policy with Standard Insurance Limited and the Device needs to be re-installed after a claim, the above installation cost will be charged per Device.
- 2.3 Should the cell phone signal in the area not be powerful enough to support the communications between the Internet of Things (IOT) Hub and the Device, a signal booster may also be required, at your cost. The cost is R155 per Device.
- 2.4 Should your geyser not have a drip tray and you wish to be notified of any potential leaks and have the water supply automatically be switched off when a leak is detected, you may request a drip tray to be installed at your own cost. The cost of the drip tray and installation is quoted by the plumber
- 2.5 If you do not have an Insurance policy with Standard Insurance Limited and should the geyser not be non-compliant and the Devices cannot be installed, you may be charged a "call-out" fee of R710.

## **3 DE-INSTALLATION OF THE DEVICE COST**

- 3.1 If you move homes, the cost of de-installing the Device from your existing home is R710 per geyser.