



PILOT PROGRAMME

Pilot Programme Terms and Conditions

The binding terms of the SiteActive Pilot Programme.

Version 1.3 · Effective 9 July 2026

SiteActive SHERQ Compliance Operating System | Paid Pilot Programme — 2026 intake These Pilot Programme Terms and Conditions (the “Pilot Terms”) govern participation in the SiteActive Pilot Programme. They are entered into between SiteActive (Pty) Ltd (registration number 2026/298206/07, registered office 131 707 Road, Montford, Durban, 4092) (“SiteActive”, “we”, “us”, “our”) and the organisation participating in the Pilot Programme (the “Participant”, “you”, “your”). They are accepted by submission of the signed Application Form and Pilot Engagement Agreement, by acceptance of these Pilot Terms electronically, or by accessing the Platform under the Pilot Programme — whichever occurs first.

1. DEFINITIONS AND INTERPRETATION

1.1 In these Pilot Terms: “Chain Anchor” means the Platform feature that produces tamper-evident, independently verifiable, forensic-grade records of compliance events; “Confidential Information” means any non-public information disclosed by one party to the other in connection with the Pilot Programme, including the Platform, its features, pricing, performance data and the disclosing party’s business affairs; “Participant Data” means all data, documents and content (including Personal Information) that you or your authorised users upload to, generate within or submit through the Platform; “Personal Information”, “Responsible Party”, “Operator” and “Processing” bear the meanings in the Protection of Personal Information Act 4 of 2013 (“POPIA”); “Pilot Programme” means the limited, paid, pre-commercial evaluation programme under which SiteActive grants you access to the Platform on these Pilot Terms; “Platform” means the SiteActive SHERQ Compliance Operating System at app.siteactive.co.za, including the SHE File, compliance scoring, document management, Chain Anchor and related features, in their pilot (pre-release) form; “SHE File” means the safety, health and environment record set maintained for an organisation, site or project within the Platform.

1.2 Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa. References to legislation are to that legislation as amended.

2. NATURE AND PURPOSE OF THE PILOT PROGRAMME

2.1 The Pilot Programme is a paid, invitation-only, pre-commercial evaluation exercise. Its purpose is to put the Platform into live operational conditions, to allow you to evaluate it against your real compliance activity, and to allow SiteActive to obtain feedback, identify defects and improve the Platform prior to general commercial release.

2.2 The Platform is provided in pre-release form, in an active development context, on an “as is” and “as available” basis. It may contain defects, incomplete features and limitations, and is not a finished commercial product.

2.3 Participation does not oblige either party to enter into a commercial agreement after the pilot period. Where a conversion offer is made under clause 4.5, continuation is at your sole discretion and no automatic renewal applies.

2.4 Applications close on 31 July 2026 and the full participation fee is due by 3 August 2026, payable as a single amount. SiteActive may, at its discretion, admit additional participants after the closing date — in particular corporate organisations whose financial year commences in July — on these Pilot Terms, with realigned or pro-rated pilot and payment dates communicated in writing at the time of admission.

3. ELIGIBILITY, ACCOUNTS AND ACCESS

3.1 You confirm that you are duly authorised to accept these Pilot Terms on behalf of the Participant and to bind the Participant to them.

3.2 SiteActive will provide access credentials. You are responsible for keeping all credentials confidential and for all activity under your account, and must notify us promptly at info@siteactive.co.za of any suspected unauthorised access.

3.3 You must ensure that each authorised user is bound by obligations no less protective than these Pilot Terms, and you remain responsible for the acts and omissions of your authorised users.

3.4 SiteActive may suspend or limit access where reasonably necessary for security, maintenance, legal compliance, or to address misuse.

4. FEES

4.1 The Pilot Programme is a paid programme. The participation fee is 50% (fifty percent) of the standard monthly rate of the plan you select, payable as a single amount on initiation, before the programme commences. The combined two-month participation fee equals one standard month's subscription for the selected plan.

4.2 The full participation fee is due by 3 August 2026, in a single payment, to the account specified to you in the Application Form. Placement lapses if payment is not received by its due date.

4.3 The annual billing discount does not apply to the Pilot Programme. SiteActive is not a registered VAT vendor: no value-added tax is charged, and documents issued are invoices, not tax invoices.

4.4 Refunds are governed by the Pilot Performance Guarantee. Except as that Guarantee provides, no refund of participation fees is due once access to the Platform has been made available to you on or after 4 August 2026.

4.5 If you complete the testing phase and elect to convert to a commercial subscription, SiteActive will offer the selected plan at 25% (twenty-five percent) off the standard monthly rate for six consecutive months, applied from month three and locked for that six-month period regardless of any pricing adjustments after launch. Continuation is at your sole discretion and no automatic renewal applies.

4.6 Any data, communication, hardware or connectivity costs you incur remain your responsibility.

5. PARTICIPANT OBLIGATIONS AND ACCEPTABLE USE

5.1 You must use the Platform only for its intended lawful purpose and in accordance with these Pilot Terms and all applicable laws.

5.2 You must not: (a) attempt unauthorised access to the Platform or its underlying systems; (b) reverse engineer, decompile or disassemble any part of the Platform except to the extent permitted by law; (c) introduce malicious code; (d) store or transmit unlawful, infringing or harmful content; (e) resell, sublicense or commercially exploit the Platform; or (f) misrepresent the Platform's pilot status to third parties.

5.3 You are responsible for the accuracy, quality and legality of Participant Data and for obtaining all consents and authorisations required for SiteActive to Process it in providing the Platform.

5.4 The Platform supports, but does not replace, your own legal obligations under the Occupational Health and Safety Act 85 of 1993 and related legislation. Compliance scores, indicators and outputs are

decision-support tools and do not constitute legal advice or certification of compliance.

6. DATA PROTECTION AND RESPECTIVE ROLES

6.1 The Processing of Personal Information in connection with the Pilot Programme is governed by these Pilot Terms read together with the SiteActive Privacy Notice (POPIA), which is incorporated by reference.

6.2 Account and registration data: in respect of the Personal Information of your account administrators and the information you provide to register for and manage the Pilot Programme, SiteActive acts as a Responsible Party.

6.3 Participant-uploaded data: in respect of Personal Information contained within Participant Data that you upload about your own workers, contractors and personnel, SiteActive acts as an Operator and Processes such Personal Information only on your documented instruction for the purpose of providing the Platform, except where required otherwise by law.

6.4 As Operator, SiteActive will: (a) Process such Personal Information only for the purposes of providing the Platform; (b) maintain appropriate, reasonable technical and organisational security safeguards in accordance with section 19 of POPIA; (c) treat such Personal Information as confidential; (d) notify you without undue delay on becoming aware of any compromise of such Personal Information, in accordance with section 22 of POPIA; and (e) on termination, deal with such Personal Information in accordance with clause 11.

6.5 You warrant that you have a lawful basis to provide Participant Data to SiteActive and, where applicable, to disclose it to the corporate clients or contractors with whom you interact through the Platform.

6.6 Certain compliance documents (for example, certificates of medical fitness) may contain special personal information. You must ensure that the conditions for lawful Processing of such information under sections 26 and 27 of POPIA are met before uploading it.

7. FEEDBACK

7.1 We may invite, and you may provide, feedback, suggestions and evaluation results regarding the Platform ("Feedback").

7.2 You grant SiteActive a perpetual, irrevocable, worldwide, royalty-free licence to use Feedback to operate, improve and develop its products and services, without obligation or attribution to you. Feedback does not include Participant Data and does not transfer any ownership in Participant Data to SiteActive.

8. INTELLECTUAL PROPERTY

8.1 The Platform — including all software, architecture, designs, structures, methods, compliance scoring logic, AI systems, the Chain Anchor capability and all related intellectual property — is and remains the exclusive property of SiteActive and its licensors. Participation confers no licence beyond the right to access and use the Platform during the agreed pilot period.

8.2 As between the parties, you retain all rights in and to Participant Data. You grant SiteActive a non-exclusive licence to host, process and use Participant Data solely to provide and support the Platform during the Pilot Programme. Participant Data is exportable on written request at any point during or after the pilot period.

8.3 SiteActive may use aggregated and de-identified data derived from use of the Platform, from which neither you nor any data subject can reasonably be identified, for analytics, benchmarking and product improvement.

8.4 The Platform's evidence and verification system — including its tamper-evident and independently timestamped method of producing verifiable records (the "Evidence System") — is proprietary to SiteActive, is the subject of a patent application, and is treated by SiteActive as a trade secret. The full architecture, and the naming of the court-admissible verification system, are disclosed only after commencement of the paid pilot, under the confidentiality obligations in clause 9. You must not reproduce, replicate, reverse engineer, or build a system embodying the same method in the same or a substantially similar context, whether during or after the Pilot Programme.

9. CONFIDENTIALITY

9.1 Each party must keep the other's Confidential Information confidential, use it only for purposes of the Pilot Programme, and protect it with at least the same degree of care it applies to its own confidential information.

9.2 These obligations do not apply to information that is or becomes public through no breach of these Pilot Terms, was lawfully known before disclosure, is independently developed, or is required to be disclosed by law (in which case the disclosing party will, where lawful, give prior notice).

9.3 The Pilot Programme, its pricing and its commercial terms are Confidential Information of SiteActive. You must not disclose pilot pricing or programme specifics to third parties, and must not publish reviews, benchmarks or screenshots without our prior written consent.

9.4 You acknowledge that the design, architecture and operation of the Evidence System (clause 8.4) are Confidential Information of SiteActive. You must not disclose, publish, describe or demonstrate the Evidence System or its method beyond the general description SiteActive provides, without SiteActive's prior written consent. This obligation survives termination of the Pilot Programme.

10. PRE-RELEASE STATUS, SUPPORT AND AVAILABILITY

10.1 To the maximum extent permitted by law, and given the pre-release nature of the Platform, the Platform is provided "as is" and "as available", and SiteActive disclaims all warranties, representations and conditions, express or implied, including merchantability, fitness for a particular purpose, accuracy, and uninterrupted or error-free operation.

10.2 The pilot testing phase runs in live production conditions under active development. Features may be added, updated or temporarily unavailable, and periods of downtime will occur. No uptime service level applies during the Pilot Programme; developer-level support is provided through the pilot chat channel during business hours. Any service level applicable to a commercial plan applies only on conversion and not during the pilot.

10.3 Downtime does not affect data. Core compliance data infrastructure — document storage, audit logs, scoring records and Chain Anchor events — is maintained separately from the application layer and is not disrupted by downtime: no re-upload, no re-entry, no loss of compliance progress.

10.4 Data hosted during the pilot is processed on infrastructure located outside South Africa, as described in the Privacy Notice. Nothing in these Pilot Terms limits or excludes liability that cannot be limited or excluded under the Consumer Protection Act 68 of 2008 or other applicable law.

10.5 Certifications and data location: SiteActive does not presently hold SOC 2 or ISO 27001 certification; its internal practices are structured around recognised information-security principles, and a certification path is on its roadmap. Participant Data is processed on managed enterprise infrastructure located in the European Union (Ireland) under a data processing agreement, as described in the Privacy Notice.

11. TERM, WITHDRAWAL AND DATA RETURN

11.1 These Pilot Terms commence on acceptance and continue for the two-month pilot period, unless terminated earlier.

11.2 Either party may withdraw from the Pilot Programme on seven (7) calendar days' written notice, delivered by email to the contact addresses on record. SiteActive may suspend or terminate immediately for breach, misuse, or where required by law.

11.3 On withdrawal, termination or expiry, your Participant Data remains accessible and exportable for 30 (thirty) days from the date of notice or expiry. Thereafter SiteActive will delete or de-identify Participant Data within a reasonable period, except to the extent retention is required by law.

11.4 The participation fee is paid as a single amount on initiation; there is no second payment. Participation fees already paid are refundable only as provided in the Pilot Performance Guarantee and clause 4.4.

11.5 Clauses that by their nature should survive termination (including clauses 6, 7, 8, 9, 10, 12, 13 and 14) survive termination.

12. LIMITATION OF LIABILITY

12.1 To the maximum extent permitted by law, neither party is liable to the other for any indirect, incidental, special, consequential or punitive loss, or for loss of profits, revenue, data, goodwill or anticipated savings, arising out of or in connection with the Pilot Programme.

12.2 To the maximum extent permitted by law, SiteActive's total aggregate liability arising out of or in connection with the Pilot Programme is limited to the total participation fees paid by you under the Pilot Programme.

12.3 These limitations do not apply to a party's liability for wilful misconduct, fraud, breach of confidentiality, or any liability that cannot lawfully be limited.

13. INDEMNITY

13.1 You indemnify and hold SiteActive harmless against any claim, loss or liability arising from (a) your breach of these Pilot Terms; (b) your unlawful use of the Platform; or (c) any Participant Data, including any claim that its Processing infringes the rights of a third party or breaches POPIA, to the extent the cause is attributable to you.

14. PUBLICITY AND REFERENCE RIGHTS

14.1 You grant SiteActive a non-exclusive, royalty-free right to use the Participant's name, trading name and logo to identify the Participant as a participant in the SiteActive Pilot Programme, on SiteActive's website and in its marketing and promotional material, for the purpose of showing participation in the programme.

14.2 This right is granted in consideration of your admission to the Pilot Programme on preferential terms — including the discounted participation fee and the Pilot Performance Guarantee — consistent with the early-access and developer-level privileges customary to pilot and beta programmes.

14.3 SiteActive will not, without your prior written consent: (a) state or imply that you endorse SiteActive beyond the fact of participation; (b) disclose your Confidential Information, Participant Data, results or compliance scores; or (c) attribute any specific outcome or quotation to you.

14.4 You may withdraw this right on 30 (thirty) days' written notice to info@siteactive.co.za, after which SiteActive will cease new use of your name and remove it from its website within a reasonable period; this does not require recall of printed or distributed material already in circulation.

14.5 This clause survives termination of the Pilot Programme.

15. GENERAL

15.1 Relationship: the parties are independent contractors; nothing in these Pilot Terms creates a partnership, joint venture, agency or employment relationship.

15.2 Variation: SiteActive may update these Pilot Terms during the pilot on reasonable notice. Continued use after notice constitutes acceptance.

15.3 Assignment: you may not cede or assign your rights or obligations without SiteActive's prior written consent.

15.4 Notices: notices to SiteActive must be sent to info@siteactive.co.za or to the registered office at 131 707 Road, Montford, Durban, 4092, which is SiteActive's domicilium citandi et executandi. Notices to you may be sent to the email address associated with your account or application.

15.5 Contractual suite and precedence: these Pilot Terms form part of the SiteActive Pilot Programme documentation, which also comprises the Programme Overview, the Application Form, the Pilot Performance Guarantee, the Pilot Engagement Agreement (where signed), and the Privacy Notice. In the event of conflict on the subject of pilot performance, the Pilot Performance Guarantee prevails; otherwise the signed Pilot Engagement Agreement prevails, then these Pilot Terms, then the Privacy Notice, then the Programme Overview.

15.6 Severability: if any provision is found invalid or unenforceable, the remaining provisions continue in full force.

15.7 Governing law and jurisdiction: these Pilot Terms are governed by the laws of the Republic of South Africa, and the parties submit to the jurisdiction of the South African courts, first attempting to resolve any dispute by good-faith negotiation between senior representatives.

Signature (paper option)

The digital acceptance recorded on your status page — your typed name, designation and confirmation of authority — is the binding signature for the Pilot Programme. This page is provided only for participants who additionally require a hand-signed copy for their own records.

Signatory name

Designation

Duly authorised (yes/no)

Signature

Date
