

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU PROCEED

These Terms and conditions ("**Terms**") form a legally binding agreement between you ("**User**", "**you**", "**your**"), including both **Lessors** (those who list equipment) and **Lessees** (those who lease equipment), and **ATSC Global Limited**, a private company incorporated in Ireland under registration number 745470, with its registered address at First Floor, Penrose 2, Penrose Dock, Cork, T23 YY09, Ireland ("**Hire24**", "**we**", "**us**", "**our**").

By accessing or using the Hire24 platform, application, website, or related services (collectively, the "**Platform**"), you agree to be bound by these Terms.

If you do not agree to these Terms, you must not use the Platform.

1. THE AGREEMENT WITH US

- 1.1. These are the terms and conditions relevant to the Services we supply. These Terms of Services refer to the following additional terms which also apply to your use of our Services:-
 - 1.1.1. Our Terms of Use;
 - 1.1.2. Our Privacy Policy; and
 - 1.1.3. Our Support Services Policy.
- 1.2. The above terms and conditions and policies are hereby incorporated by reference and together are the agreement ("**Agreement**") between us and you. If there is any conflict between the above terms and conditions/policy and the Terms of Services, the Terms of Services will prevail.
- 1.3. Where you register on the Hire24 Platform and/or order any of our Services on behalf of someone else (your employer, partnership, any other juristic person) you will have to be authorised to act on behalf of them. By Clicking on "Register Now" or "Log in" for the first time or "I agree" you acknowledge and warrant that:-
 - 1.3.1. You are authorized to act on behalf of someone else (your employer, partnership, any other juristic person and/or third party);
 - 1.3.2. You have read the Terms of Services, and agree to the Terms of Services on behalf of someone else;
 - 1.3.3. Your employer, partnership, any other juristic person will be bound by these Terms of Services when utilizing the Services made available by us;
 - 1.3.4. If you are not authorised to act on behalf of your employer, partnership, any other juristic person, that you will be personally bound by these Terms of Services and indemnify us against any claim whatsoever.

We have the right to request proof of your authorization at any time.

Where you are acting on behalf of someone else, reference to "you" below shall also include your employer, partnership, any other juristic person.

- 1.4. For the supply of Services via the Hire24 Platform no electronic signature is required; the mere sending of data messages (see definition under the ECT Act) or click on "Log In" or "I accept" or "Submit" demonstrates your acknowledgement and agreement to these Terms of Services.
- 1.5. We may at any time amend this Agreement without notice. You are responsible for reviewing the Agreement on each occasion that you visit the Hire24 Services, and if you continue to use any of the Hire24 Services after the changes are made, you are deemed to have accepted the amended Agreement. Where amendments to these Terms of Services may result in limitation of your rights as per these Terms of Services we will where reasonably possible notify you in advance in writing.
- 1.6. "Writing" includes data messages. When we use the words "writing" or "written" it includes data messages (as defined by the ECT Act), including but not limited to emails. You acknowledge that all agreements, authorisation or request on the Hire24 online Services facility ("Hire24 Platform") satisfy the "writing" requirement as per section 12 of the ECT Act as well as the writing requirement as per any existing agreement (in paper) between you and us.
- 1.7. We will not keep a separate record of the Agreement relating to the specific subscription to Hire24 Services, the Terms of Services available when you access our Services will be applicable. We strongly recommend that you save a copy of the Agreement or print same for your record purposes.

2. YOUR SERVICE ACCOUNT

- 2.1. In order to select, order and use any of our Services, you must register for and maintain an active account ("Service Account").
- 2.2. To enable us to set up the necessary Service Account we will need certain information about you/ or your company as prescribed by Hire24 from time to time.
- 2.3. To access the Service Account, you will need to use your username and unique password to access the Hire24 Platform in order to acquire Services.
- 2.4. You (as Authorised User) agree and warrant that your username and password shall:
 - 2.4.1. be used for purposes of utilising our Services as per our Terms of Services only; and
 - 2.4.2. not be disclosed by you to any third party.
- 2.5. For security purposes you agree to enter the correct username and password whenever utilising our Services, failing which you will be denied access.
- 2.6. You agree to notify us immediately upon becoming aware of or reasonably suspecting any unauthorised access to or use of your username and password and to take steps to mitigate any resultant loss or harm.
- 2.7. Information on your Service Account: You agree:-
 - 2.7.1. To provide and maintain accurate, complete, and up-to-date information in your Service Account;
 - 2.7.2. That your failure to submit, maintain accurate, complete, and up-to-date Service Account information, may result in your inability to access and use the Services or for us to execute on your instructions; and
 - 2.7.3. That we may use the information you provide to submit to our selected service provider to verify who you are, including but not limited to verify whether your account details submitted to us are accurate or not.
- 2.8. **Verification information:** In certain instances, you may be asked to provide additional information, i.e. proof of identity or valid banking details to access or use a Service. The additional information shall only be utilised for the specific purpose, unless otherwise authorised by you. You agree that you may be denied access to or use of the Services (or any part thereof) if you don't provide the requested information.
- 2.9. You are responsible for all activity that occurs under the Service Account and agree to maintain the security and secrecy of the Service Account details at all times. Unless otherwise agreed to, you may not authorise third parties to use your Service Account.
- 2.10. You agree that, once the correct username and password relating to the Service Account have been entered, irrespective of whether the use of the username and password is fraudulent or unauthorised, you will be liable for any activity that occurs during the access to the Services via the Service Account.
- 2.11. You may not assign or otherwise transfer your Service Account to any other person or entity.
- 2.12. Submission of your information for purposes of the Service Account or any subsequent Service order does not automatically give you the right to access the Services. We have the right not to grant you access to a Service Account or Service (see below) or to revoke such right and disable any user identification code, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Service.

3. GRANT OF RIGHTS

- 3.1. Subject to payment of the agreed Fees (depending on your User Role), the restrictions set out in this clause 3 and the other terms and conditions of these Terms of Services, we hereby grant to you a non-exclusive, non-transferable, non-sublicensable and revocable right to use the Services (as per the User Roles according to your subscription).
- 3.2. You will not allow any third party to access, store, distribute or transmit any material during the course of his/her use of the Services that:
 - 3.2.1. is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
 - 3.2.2. facilitates illegal activity;
 - 3.2.3. causes damage or injury to any person or property;
 - 3.2.4. and we reserve the right, without liability or prejudice to each other rights to you, to disable your

access to any material that breaches the provisions of this clause 3.

- 3.3. You will assist not or allow any third party directly or indirectly to:
- 3.3.1. except as may be allowed by any Applicable Law, which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this agreement, i) attempt 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 ii) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services (including the software); or
 - 3.3.2. access all or any part of the Services in order to build a product or service which competes with the Services; or
 - 3.3.3. use the Services to provide services to third parties, unless authorised in writing by us; or
 - 3.3.4. attempt to undermine the security or integrity of Hire24 systems or networks or, where Services are hosted by a third party, that third party's computing systems and networks; or
 - 3.3.5. use or misuse the Services in any way which may affect the functionality of the Services, or the ability of any other user to use the Services;
 - 3.3.6. unless we have given written authorisation, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services available to any third party, or
 - 3.3.7. attempt to obtain or assist third parties in obtaining access to the Services or the system where the Services are hosted, other than as provided under this clause 3.
- 3.4. You will use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, in the event of any such unauthorised access or use, promptly notify Hire24.
- 3.5. The rights provided under this clause 3 are granted to you (and where acting on behalf of someone else) only.

4. ABOUT HIRE24, OUR SERVICES AND ROLE

- 4.1. Hire24 provides an online marketplace enabling Lessors and Lessees to find, communicate, and transact. **HIRE24 DOES NOT OWN, OPERATE, INSPECT, MAINTAIN, OR CONTROL THE EQUIPMENT.**
- 4.2. Except where expressly stated, Hire24 is not a party to the lease agreement between Lessor and Lessee.
- 4.3. Hire24 does not warrant:
 - 4.3.1. the condition, suitability, performance, safety, legality, quality, or availability of Equipment; or
 - 4.3.2. the conduct, competence, identity, or compliance of any User.
- 4.4. For payment purposes, Hire24 may act as a limited agent to collect payments and deposit refunds on behalf of Users.
- 4.5. Subject to payment of the agreed Fees, we will provision the Services as selected by you as per your User Role and subject to the terms of this Agreement.
- 4.6. Hire24 will provide you with Hire24's standard support services during Normal Business Hours in accordance with Hire24's Support Services Policy in effect at the time that the Services are provided. Hire24 may amend the Support Services Policy in its sole and absolute discretion from time to time.
- 4.7. **Changes to the Software or other technology.**
 - 4.7.1. Hire24 may alter, update, or upgrade the Software or any other technology from time to time in accordance with its Support Services Policy. Updates and Upgrades to core framework and plug-ins will be processed automatically.
- 4.8. In the performance of the Services Hire24 shall rely on information and materials as received from the Users (dependent on your User Role). Unless agreed to otherwise, Hire24 has no editorial rights to the information and will rely on the information as-is received from the Users as directed by the Users in the execution of the Services; there is no obligation on Hire24 to verify or investigate the accuracy of such information or materials.
- 4.9. **Delays outside our control.** We are not responsible for delays outside our control. If our supply of the Services is delayed by an event outside of our control then we will contact you as soon as reasonably possible to let you know and will take steps (where reasonably possible) to minimise the effect of the delay.
- 4.10. **What will happen if you do not give the required information to us.** We may need certain information from you so that we can provide the Services as requested by you, for example, equipment information and specifications, personal details from the Lessor and driver details for all equipment classified as large Equipment. If so, this will have been stated in the description of the Services on our Hire24 Platform. If you

do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract with you (if you are a Lessor) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. **We will not be responsible for supplying the Services late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.**

- 4.11. **Reasons we may suspend the supply of Services to you (regardless of your User Role).** We may have to suspend the supply of Services to:
 - 4.11.1. deal with technical problems or make minor technical changes;
 - 4.11.2. perform routine maintenance, upgrade hardware and or software as well as release upgrades;
 - 4.11.3. update the Services to reflect changes in relevant laws and regulatory requirements; and
 - 4.11.4. make changes to the Services as requested by you or notified by us to you.
- 4.12. **Your rights if we suspend the supply of Services.** We will contact you in advance to tell you we will be suspending supply of the Services, unless the problem is urgent or an emergency. You may contact us to end the Agreement for a Service if we suspend it, or tell you we are going to suspend it, in each case for a period of more than 30 (thirty) days and we will refund any sums you have paid in advance for the Service in respect of the period after you end the Agreement.
- 4.13. **We may also suspend supply of the Services if you do not pay (dependent on your User Role).** If you do not pay us for the Services when you are supposed to (see clause 19) and you still do not make payment within 5 (five) days of us reminding you that payment is due, we may suspend supply of the Services until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the Services. We will not suspend the Services where you dispute the unpaid invoice. We will not charge you for the Services during the period for which they are suspended, however, if there are any underlying costs involved (i.e. third party providers and internal cost to maintain Services active) that we have to incur for purposes of the Services, then you will be responsible for those costs during the suspension period. As well as suspending the Services we can also charge you interest on your overdue payments (see clause 19).
- 4.14. **Changes to the Service(s):**
 - 4.14.1. **Minor changes to the Services. We may change the Services:**
 - 4.14.1.1. to reflect changes in relevant laws and regulatory requirements; and
 - 4.14.1.2. to implement minor technical adjustments and improvements. These changes will not affect your use of the Services.
- 4.15. **More significant changes to the Services (subsequent to the commencement date of our Services).** We will inform you in advance in writing about any major changes that may affect the way you execute your internal business. You may subsequent to review of said changes, contact us and request to terminate the Agreement and receive a full refund on advance payments (pro rata for the period not utilised) before the changes take effect.

5. USER ELIGIBILITY AND OBLIGATIONS

- 5.1. You must:
 - 5.1.1. be at least 18 (eighteen) years old and have legal capacity;
 - 5.1.2. create an account with accurate, complete information;
 - 5.1.3. maintain all necessary licences, qualifications, and certifications for the use or provision of Equipment; and
 - 5.1.4. comply with all Applicable Laws, regulations, safety requirements, environmental regulations, and industry standards.
- 5.2. **Verification:** We may request identity documents, proof of business registration, proof of ownership, proof of insurance, or operator licences. Hire24 may refuse, suspend, or terminate accounts that fail such verification.
- 5.3. **Accurate Information:** You warrant that all information supplied to Hire24 (including Listings, documents, personal details, qualifications) is true and accurate at all times.
- 5.4. **Account Use and Security**
 - 5.4.1. A User Account is personal to the registered User and may not be sold, assigned, sublicensed, transferred, or otherwise made available to any third party without Hire24's prior written consent.
 - 5.4.2. You are responsible for maintaining the confidentiality and security of your login credentials and must not disclose such credentials to any third party.
 - 5.4.3. You are solely responsible and liable for all activities conducted through your User Account, whether authorised by you or not.

- 5.4.4. You must immediately notify Hire24 if you become aware of, or reasonably suspect, any unauthorised use of your User Account or any loss, theft, or compromise of your login credentials.
- 5.5. **Account Suspension and Termination**
 - 5.5.1. Hire24 may suspend or terminate your User Account, with or without notice, if:
 - 5.5.1.1. you breach these Terms, the EULA, or the Acceptable Use Policy;
 - 5.5.1.2. Hire24 reasonably believes that your use of the Platform poses a legal, operational, safety, or reputational risk;
 - 5.5.1.3. required verification cannot be completed or maintained; or
 - 5.5.1.4. suspension or termination is required by applicable law or by a regulatory authority.
 - 5.5.2. Suspension or termination of your User Account does not affect any rights or obligations accrued prior to suspension or termination, including payment obligations, liability provisions, indemnities, or any clauses which by their nature are intended to survive termination.

6. SECURITY SAFEGUARDS

- 6.1. Appropriate and reasonable technological and organisational measures shall apply to protect the:
 - 6.1.1. Users' identity, i.e. unique User profiles that are password protected. It is the responsibility of the Authorised User to protect his/her own username and password.
 - 6.1.2. Communications over the software and networks under our control.
- 6.2. Changes and deletions on the software during the provision of the Services are done in accordance with our change control policy by an authorised administrator only.

7. LESSEE RESPONSIBILITIES

- 7.1. You, as the Lessee, are responsible and liable for your own acts and omissions and are also responsible for the acts and omissions of any person to whom you grant access to, or who operates or uses, any Equipment.
- 7.2. **Without limitation, this means that:**
 - 7.2.1. you are responsible for paying the full rental charges, deposits, delivery charges, and any other amounts specified in the applicable Listing or otherwise agreed with the Lessor through the Platform, in accordance with the marketed price and payment terms displayed on the Platform;
 - 7.2.2. you are responsible for leaving the Equipment in the same condition (fair wear and tear excepted) as when you obtained it;
 - 7.2.3. you are responsible for paying all reasonable damage, loss, repair, cleaning, recovery, or replacement costs arising from your use or possession of the Equipment, including any Damage Request amounts;
 - 7.2.4. you must use the Equipment solely for its intended purpose, in accordance with the manufacturer's instructions, safety guidelines, and any operational restrictions specified by the Lessor;
 - 7.2.5. you must ensure that only suitably trained, licensed, and competent persons operate the Equipment, where such training or licensing is required by law or specified by the Lessor;
 - 7.2.6. you must comply at all times with all Applicable Laws, regulations, health and safety requirements, and industry standards;
 - 7.2.7. you must not sub-lease, assign, sell, encumber, or otherwise permit any third party to use the Equipment without the Lessor's prior written consent;
 - 7.2.8. you must promptly notify the Lessor and Hire24 of any loss, theft, malfunction, damage, accident, or safety incident involving the Equipment; and
 - 7.2.9. you must return/ make available for collection the Equipment on time, to the agreed location, and in the condition required under the applicable Listing.
- 7.3. If you make a Booking on behalf of another individual or entity, you warrant that:
 - 7.3.1. such person meets all requirements set by the Lessor; and
 - 7.3.2. such person has been informed of, and agrees to be bound by, these Terms and any additional terms, rules, or restrictions imposed by the Lessor.

8. LESSOR RESPONSIBILITIES

- 8.1. **Listing Obligations**

- 8.1.1. Lessors must ensure that all Listings:
 - 8.1.1.1. accurately describe the Equipment, condition, age, capacity, attachments, certifications, defects, whether a driver/operator will be supplied to operate large Equipment or not, required licensing and operational limitations;
 - 8.1.1.2. specify hire rate, deposit, cancellation policy, delivery conditions, operator requirements, and insurance expectations; and
 - 8.1.1.3. include photos that clearly depict the Equipment.
- 8.2. **Ownership & Authority**
 - 8.2.1. Lessors represent and warrant that:
 - 8.2.1.1. they are the owner or authorised controller of the Equipment;
 - 8.2.1.2. the Equipment is free of undisclosed liens; and
 - 8.2.1.3. they have the right to lease the Equipment.
- 8.3. **Maintenance & Safety**
 - 8.3.1. Lessors must ensure Equipment is:
 - 8.3.1.1. compliant with all local safety and regulatory standards;
 - 8.3.1.2. serviced regularly and fit for safe operation; and
 - 8.3.1.3. supplied with required safety documentation, manuals, certificates, and compliance records.
- 8.4. **Right of Platform Audit**
 - 8.4.1. Hire24 may request any documentation (maintenance logs, compliance certificates, insurance) to verify Listing accuracy. Failure to comply may result in suspension.
- 8.5. **Insurance Obligations**
 - 8.5.1. Lessors must maintain, at their own cost, appropriate and valid insurance cover in respect of the Equipment, including where applicable:
 - 8.5.1.1. asset or plant insurance;
 - 8.5.1.2. public liability insurance; and
 - 8.5.1.3. any other insurance required by law or industry practice.
 - 8.5.2. Unless expressly stated otherwise in a Listing, Hire24 does not provide insurance cover for Equipment.
 - 8.5.3. Lessors are required to disclose any insurance exclusions, excesses, or conditions applicable to the hire of the Equipment.
- 8.6. **Equipment Condition, Handover & Return**
 - 8.6.1. Lessors must supply Equipment in the condition described in the Listing and in safe, working order at the commencement of the hire period.
 - 8.6.2. Lessors are responsible for documenting the condition of the Equipment at handover and return, including photographs or inspection reports where reasonably required.
 - 8.6.3. Any disputes relating to condition, damage, or wear and tear shall be resolved between the Lessor and Lessee, subject to Hire24's dispute process.
- 8.7. **Delivery, Collection & Transport**
 - 8.7.1. Where delivery or collection of Equipment is offered, the Lessor must clearly specify:
 - 8.7.1.1. delivery charges;
 - 8.7.1.2. geographic limitations
 - 8.7.1.3. access requirements; and
 - 8.7.1.4. responsibility for loading and unloading.
 - 8.7.2. Lessors are responsible for ensuring that transport is lawful, safe, and compliant with all applicable road and safety regulations.
- 8.8. **Operator Requirements & Restrictions**
 - 8.8.1. Where Equipment requires trained, licensed, or certified operators, the Lessor must:
 - 8.8.1.1. clearly disclose such requirements in the Listing; and
 - 8.8.1.2. refuse release of Equipment where the Lessee does not meet those requirements.
 - 8.8.2. Lessors must not permit Equipment to be operated in a manner inconsistent with manufacturer specifications or legal requirements.
- 8.9. **Damage, Loss & Theft**
 - 8.9.1. Lessors remain responsible for the Equipment at all times, subject to the terms agreed between the Lessor and Lessee.
 - 8.9.2. Lessors must promptly notify the Lessee and Hire24 of any known defects, recalls, or safety issues.

- 8.9.3. Any damage, loss, or theft claims must be handled directly between the Lessor and Lessee, including insurance claims, unless otherwise required by law.
- 8.10. **Legal & Regulatory Compliance**
 - 8.10.1. Lessors must comply with all Applicable Laws, regulations, and industry standards relating to:
 - 8.10.1.1. equipment hire;
 - 8.10.1.2. occupational health and safety;
 - 8.10.1.3. environmental protection; and
 - 8.10.1.4. consumer protection.
 - 8.10.2. Hire24 does not verify legal compliance and relies on the Lessors' representations.
- 8.11. **Incident Reporting**
 - 8.11.1. Lessors must promptly notify Hire24 of:
 - 8.11.1.1. any accident, injury, or fatality involving the Equipment;
 - 8.11.1.2. any regulatory investigation or enforcement action; or
 - 8.11.1.3. any material complaint relating to safety or compliance.
- 8.12. **Non-Circumvention**
 - 8.12.1. Lessors may not circumvent the Platform by soliciting or concluding off-platform transactions with Users introduced via Hire24, except where permitted under these Terms.
- 8.13. **Cooperation & Dispute Resolution**
 - 8.13.1. Lessors must reasonably cooperate with Hire24 in the investigation of disputes, claims, chargebacks, or suspected misconduct.
 - 8.13.2. Failure to cooperate may result in suspension or termination of the Lessor's account.
- 8.14. **Ongoing Accuracy & Updates**
 - 8.14.1. Lessors must promptly update Listings to reflect any changes to Equipment condition, availability, pricing, or compliance status.
 - 8.14.2. Failure to maintain accurate Listings constitutes a material breach of these Terms.
- 8.15. **Charges & Fees for our Services**
 - 8.15.1. Lessors acknowledge and agree that Hire24 is entitled to charge Fees for access to and use of the Platform, including Service fees, or transaction-based fees, as disclosed on the Platform or otherwise communicated in writing from time to time.
 - 8.15.2. Lessors must pay the applicable Fees to Hire24 in the amounts, manner, and at the times stipulated on the Platform or in the applicable fee schedule, and in terms of the terms and conditions contained herein.
 - 8.15.3. Hire24 may deduct applicable fees from amounts payable to the Lessor through the Platform.
 - 8.15.4. All Fees are inclusive of value-added tax (VAT) or similar taxes, unless expressly stated otherwise.
 - 8.15.5. Failure to pay any applicable Fees when due constitutes a material breach of these Terms and may result in suspension or termination of the Lessor's account.
- 8.16. The Lessor Agrees that Hire24 may request documents to confirm compliance, including:
 - 8.16.1. Maintenance logs;
 - 8.16.2. Operator certification;
 - 8.16.3. Registration documents;
 - 8.16.4. Risk assessments; and/or
 - 8.16.5. Inspection certificates.

Failure to comply may result in suspension or delisting.

9. THE BOOKING PROCESS & LEASE AGREEMENT

- 9.1. A Lessee may submit a Booking request specifying desired dates and terms via the Platform.
- 9.2. A Booking is only confirmed when the Lessee receives a confirmation email from Hire24.
- 9.3. **Upon acceptance:**
 - 9.3.1. A binding lease agreement is formed between Lessor and Lessee; and
 - 9.3.2. the terms of the Listing and these Terms apply automatically.
- 9.4. **Payouts to Lessors**
 - 9.4.1. Payments to Lessors are released after Booking commencement and finalisation.
- 9.5. **Late or Failed Payments**
 - 9.5.1. If the Lessee fails to pay:
 - 9.5.1.1. Hire24 may cancel the Booking; or

9.5.1.2. the Lessee remains liable for amounts owed.

9.6. **Delivery & Acceptance**

9.6.1. The Lessor and Lessee must agree in the Listing on whether the Equipment will be delivered, collected, or operated on-site. The Lessee must inspect Equipment upon receipt and promptly report any defects to the Lessor.

9.7. **Modifications:**

9.7.1. Changes to dates, price, or terms must be requested via the Platform and accepted by both the Lessor and Lessee.

9.8. **Cancellations:**

9.8.1. Cancellations are governed by the cancellation policy contained in the Listing or, if absent, Hire24's standard cancellation policy. If the Lessor cancels, or you experience a Booking (as defined in our **Rebooking and Refund Policy for Equipment**), you may be eligible for rebooking assistance or a partial or full refund under the **Rebooking and Refund Policy for Equipment**.

10. DAMAGE, LOSS, AND REPORTING

10.1. **Damage Reporting**

10.1.1. Any damage, breakdown, theft, malfunction, or loss must be reported immediately through the Platform by the Lessor or Lessee.

10.2. **Inspection Upon Return**

10.2.1. Lessor shall inspect within **24 (twenty four) hours** of return and lodge any Damage Report via the Platform.

10.3. **Responsibility for Damage**

10.3.1. Subject to the Lessors own terms and conditions, the Lessee is responsible for:

- 10.3.1.1. damage due to misuse, negligence, or illegal operation;
- 10.3.1.2. theft or loss occurring during the lease period; and
- 10.3.1.3. downtime or loss-of-use charges if stated in the Listing.

10.4. **Dispute Resolution Process**

10.4.1. Hire24 may assess the Damage Report, request supporting evidence, and decide whether the deposit (in whole or part) is released to the Lessor.

10.4.2. Hire24's determination is final for purposes of Security Deposit allocation, without prejudice to either party's legal rights.

11. SECURITY DEPOSITS

11.1. Hire24 may place a temporary hold or charge on the Lessee's payment method as a Security Deposit.

11.2. After Equipment return to the Lessor, the Security Deposit will be:

- 11.2.1. fully refunded to the Lessee if no damage or additional charges apply; or
- 11.2.2. partially or fully released to the Lessor to cover damage, cleaning, or other permitted amounts.

11.3. Hire24 may use third-party payment providers. Users authorise Hire24 and those providers to process funds as required.

12. INSURANCE AND RISK

12.1. **Mandatory Insurance**

12.1.1. The Lessor and Lessee is responsible for maintaining adequate insurance cover appropriate for its risk profile (including third-party liability, theft, damage, and operator injury). Certain Listings may require specific insurance levels.

12.1.2. Hire24 does **not** provide insurance unless expressly stated.

12.2. **Assumption of Risk**

12.2.1. Use of construction equipment is inherently dangerous. The Lessee acknowledges that to the maximum extent permitted by Applicable Law, the Lessee assumes the entire risk arising out of the use and access to the Hire24 Platform and Equipment or any other interaction you have with other Users whether in person or online. This means it is your responsibility to investigate a Lessor to determine whether it is suitable for you.

12.2.2. The Lessee assumes all risks of personal injury, property damage, or death arising from use of Equipment.

13. REVIEWS, RATINGS & USER CONDUCT

- 13.1. Users may leave ratings and reviews of other Users after a Booking.
- 13.2. Reviews must be lawful, truthful, and not defamatory, abusive, misleading, discriminatory, or fraudulent.
- 13.3. Hire24 may remove or moderate content at its discretion.

14. YOUR RIGHTS TO END THE AGREEMENT**14.1. General right to terminate**

- 14.1.1. Subject to clause 26 (Breach and Termination), the Lessor may terminate this Agreement by giving written notice to Hire24 in accordance with this clause 14.

14.2. Termination for cause

- 14.2.1. The Lessor may terminate this Agreement with immediate effect, or on such notice period as may be specified below, if:
 - 14.2.1.1. Hire24 commits a material breach of this Agreement and fails to remedy such breach within 7 (seven) days after receipt of written notice requiring it to do so, where the breach is capable of remedy;
 - 14.2.1.2. Hire24 notifies the Lessor of a material change to the Services, pricing structure, or these Terms that materially and adversely affects the Lessor's rights or obligations, and the Lessor does not agree to such change, provided that termination shall take effect on the date the change would otherwise have come into force;
 - 14.2.1.3. Hire24 is unable to perform the Services for a continuous period exceeding 30 (thirty) days due to events within its reasonable control;
 - 14.2.1.4. the Lessor has a statutory or legal right to terminate this Agreement under applicable South African law.

14.3. Statutory cooling-off rights

- 14.3.1. Where the Lessor is entitled to a cooling-off period in terms of the Electronic Communications and Transactions Act 25 of 2002, such right shall apply **only to the extent required by law** and shall not apply to Services that have commenced with the Lessor's express consent prior to the expiry of the cooling-off period.

14.4. Termination for convenience

- 14.4.1. Where the Lessor does not have a right to terminate for cause or under statute, the Lessor may terminate this Agreement for convenience by giving not less than 30 (thirty) days' written notice to Hire24. In such event:
 - 14.4.1.1. any outstanding Fees, charges, or commissions due and payable as at the date of termination shall remain payable; and
 - 14.4.1.2. the Lessor shall not be entitled to a refund of any amounts already paid, except in respect of Services not yet rendered, subject to reasonable deductions for costs incurred by Hire24.

14.5. Effect of termination

- 14.5.1. **Termination of this Agreement shall not affect:**
 - 14.5.1.1. any rights or obligations accrued prior to termination;
 - 14.5.1.2. any active rental agreements between the Lessor and Lessees, which shall continue in accordance with their terms unless lawfully terminated; or
 - 14.5.1.3. any provisions which by their nature are intended to survive termination.

15. OUR RIGHTS TO END THE SERVICE CONTRACT WITH YOU**15.1. Unless otherwise agreed in writing or under Service-Specific Terms:**

- 15.1.1. Hire24 may refund any Fees paid in advance for Services not yet rendered, subject to the right to deduct or recover reasonable costs, expenses, or losses incurred as a result of the User's breach or early termination;
- 15.1.2. where the User has agreed to a minimum service term, or where the Services rely on third-party service providers, the User shall remain liable for any outstanding Fees, minimum charges, or committed costs for the remainder of the applicable term.

15.2. Withdrawal or suspension of Services

- 15.2.1. Hire24 reserves the right, in its discretion, to suspend or withdraw any Service or feature of the Platform, in whole or in part. Where reasonably practicable, Hire24 shall provide not less than 30 (thirty) days' written notice of such withdrawal.

15.3. Refunds on service withdrawal

- 15.3.1. If a Service is withdrawn before it has been fully rendered, Hire24 shall refund any Fees paid in advance for the portion of the Service not provided, unless such withdrawal results from the User's breach of this Agreement.
- 15.4. **No limitation of Platform enforcement rights**
- 15.4.1. Termination under this clause does not limit Hire24's right to:
- 15.4.1.1. suspend or restrict access to the Platform;
 - 15.4.1.2. remove Listings or content;
 - 15.4.1.3. enforce any accrued rights, including payment obligations; or
 - 15.4.1.4. pursue any other remedies available at law or under this Agreement.

16. PRIVACY & DATA PROTECTION

- 16.1. Hire24 processes Personal Information in accordance with its Privacy Policy.

17. DISPUTE RESOLUTION

- 17.1. **Between Users.** Users must first attempt to resolve disputes in good faith via the Platform's internal dispute mechanism.
- 17.2. Any Service dispute arising from the Agreement or any Service contract shall be subject to the following dispute resolution procedures –
- 17.2.1. **Informal dispute resolution:** Prior to referring any dispute to arbitration, we would like to resolve the dispute, involving our senior management. We will then discuss the problem and attempt to resolve the dispute with you, without the necessity of any formal proceeding, within 14 (fourteen) days of the dispute having been referred.
 - 17.2.2. **Informal dispute resolution does not reduce Parties' rights:** Proceedings in terms of this clause 17.1 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.
 - 17.2.3. **Institution of Formal Proceedings:** Subject to the provisions of clauses 17.1 and 17.2, we both agree that either of us may elect to refer any dispute which may arise to either the High Court of South Africa or to arbitration proceedings as contemplated in clause 17. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
 - 17.2.4. **Arbitration:** If we are unable to resolve any dispute informally and either of us has elected to commence arbitration proceedings to resolve the dispute in terms of clause 17, then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa as per the Expedited Rules and arbitration shall be held in Cape Town.
 - 17.2.5. **Status of arbitration ruling:** The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 15.5 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
 - 17.2.6. **Rapid resolution of disputes:** We both will use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
 - 17.2.7. **Confidentiality:** All disputes will be dealt with in confidentiality;
 - 17.2.8. **Excluded relief:** This clause 17 shall not preclude either of us from seeking urgent or interim relief from the High Court of South Africa or any other competent organs of state created for the specific purpose of regulating the business or industry activities in which the Parties are engaged.
 - 17.2.9. **Agreed Jurisdiction:** the Parties hereby consent to the jurisdiction of the South Gauteng High Court (Johannesburg) in respect of proceedings referred to in clause 17 above.
 - 17.2.10. **Governing Law:** the Parties agree that these Terms and any Service contracts between them shall be governed by laws of the Republic of South Africa.

18. WARRANTIES

- 18.1. Each Party represents and warrants that:
- 18.1.1. by agreeing to these Terms and Conditions it is acting as principal and not as agent for an undisclosed principal;

- 18.1.2. the execution and performance under this Agreement has been duly authorised by the requisite corporate action on the part of such Party; and
- 18.1.3. it has not violated any Applicable Law or policies of the other Party of which it has been given written notice, regarding the offering of unlawful inducements in connection with these Terms and Conditions.
- 18.2. Hire24 warrants that:
 - 18.2.1. the provision of the Services by Hire24 shall not as at the date of performance of the Services constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.
 - 18.2.2. the Services shall be rendered in accordance with Applicable Law;
 - 18.2.3. the Services shall be rendered in a professional manner with due care, skill, and diligence.
- 18.3. Hire24 does not warrant that:
 - 18.3.1. the Services will be continuously available, or that your use will be uninterrupted or bug or error-free or that the Services, software or server on which it is hosted will be free from any attack; or
 - 18.3.2. the information we provide about the Services is correct and complete, but nevertheless undertake to use our reasonable endeavours to ensure that all the information we provide on the Services or our website is correct and complete at the time of the last update to the relevant page;
 - 18.3.3. the Services will meet your requirements. The Services are provided “as-is” and it is your responsibility to satisfy yourself that it meets your requirements and is compatible with your hardware and software prior to making use of it;
 - 18.3.4. the Services results will be accurate, correct and reliable; and
 - 18.3.5. any defects in the Services will be or can be corrected.
- 18.4. To the extent permitted by law all undertakings and warranties given by us under this Agreement are exclusive and all other terms, warranties, representations, undertakings and conditions express or implied, statutory or otherwise are excluded.

19. CHARGES AND PAYMENT

- 19.1. **Where to find the price for the Service.** The Lessor is to pay the Fees to Hire24 as set out during the sign up or onboarding screen, as well as fully set out upon the posting of the Listing.
- 19.2. The Lessor shall upon sign up to the Services provide to Hire24 valid, up-to-date and complete contact and billing details.
- 19.3. Hire24 shall issue the Lessor an invoice in accordance with the applicable tax laws.
- 19.4. If Hire24 has not received payment within 15 (fifteen) days after the due date, and without prejudice to any other rights and remedies of Hire24:
 - 19.4.1. Hire24 may disable the Lessee’s password, account and access to all or part of the Services and Hire24 shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid; and
 - 19.4.2. interest shall accrue on a daily basis on such due amounts at an annual rate equal to the then current base lending rate of Hire24’s commercial bankers from time to time, commencing on the due date and continuing until fully paid, whether before or after judgment.
- 19.5. All amounts and Service Fees stated in this clause:
 - 19.5.1. shall be payable in South African Rand;
 - 19.5.2. are non-cancellable and non-refundable;
 - 19.5.3. are inclusive of value added tax, which shall be added to Hire24’s invoice(s) at the appropriate rate.
- 19.6. Unless otherwise agreed to in writing, the Fees will escalate annually at the annual anniversary date of the Effective Date unless the parties agree otherwise in writing or in writing at least 30 (thirty) days prior to the anniversary date of the Effective Date.
- 19.7. **What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the Services we make available may be incorrectly priced. We will normally check prices before accepting your order so that, where the Services’ correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the Service’s correct price at your order date is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract and refund you any sums you have paid.

- 19.8. **Unexpected price changes:** It is agreed that should there be a subsequent price increase on components of the services where full payment is received only subsequent to the commencement date of the Service and beyond our control, including but not limited to foreign exchange fluctuations, increased third party products or services, surcharges, taxes, rates or levies, delay caused by any of your instruction, regulatory changes, we shall be entitled to increase the affected Service charges accordingly, by the rand value of the increase but in proportion to the products provided after written notification to you.

20. INDEMNITY

- 20.1. **User Indemnity Obligation.** To the maximum extent permitted by applicable law, you agree to release, defend (at Hire24's option), indemnify, and hold harmless Hire24, ATSC Global Limited, and their respective affiliates, directors, officers, employees, agents, contractors, and service providers (collectively, the "Hire24 Indemnified Parties") from and against any and all claims, demands, actions, proceedings, liabilities, damages, losses, fines, penalties, costs, and expenses, including reasonable legal and professional fees, arising out of or in connection with:
- 20.1.1. your breach of these Terms, any incorporated policies, standards, or additional terms applicable to the Platform or specific features;
 - 20.1.2. your access to or use of the Platform, including any misuse, unauthorised access, or circumvention of Platform safeguards;
 - 20.1.3. any Listing you create, any Equipment you list, lease, hire, supply, operate, transport, or use, or any information or User Content you submit;
 - 20.1.4. any interaction, transaction, or dispute between you and another User, including between Lessors and Lessees, whether occurring online or offline;
 - 20.1.5. the use, misuse, operation, malfunction, maintenance, delivery, storage, loss, theft, damage, or return of any Equipment, including without limitation any claims for personal injury, bodily injury, death, property damage, business interruption, or economic loss arising therefrom;
 - 20.1.6. your failure, or Hire24's failure at your direction, to accurately calculate, report, collect, or remit any taxes, levies, duties, or statutory charges;
 - 20.1.7. your breach of any applicable law or regulation, including safety, construction, occupational health, environmental, data protection, or consumer protection laws; or
 - 20.1.8. your infringement or alleged infringement of any third-party rights, including intellectual property, privacy, confidentiality, or data protection rights.
- 20.2. **Scope of Indemnity.** The indemnity in this Section applies regardless of whether the claim arises in contract, delict/tort (including negligence), strict liability, statutory duty, or otherwise, and to the fullest extent permitted by law, including where the Hire24 Indemnified Parties are alleged to be negligent, except to the extent prohibited by applicable law.
- 20.3. **Control of Defence.** Hire24 reserves the right, at its discretion, to assume control of the defence of any claim subject to indemnification, without relieving you of your indemnity obligations. You agree to cooperate fully in such defence.
- 20.4. **Survival.** This indemnification obligation survives termination of your account and/or these Terms.

21. LIMITATION OF LIABILITY

- 21.1. **Scope of Liability**
- 21.1.1. This clause 22 sets out the entire financial liability of Hire24 and ATSC Global Limited (including any liability for the acts or omissions of their respective directors, officers, employees, agents, contractors, subcontractors, affiliates, and service providers) to any User, whether Lessor or Lessee, arising out of or in connection with:
 - 21.1.1.1. these Terms, any contract, or any policies incorporated by reference;
 - 21.1.1.2. any access to, use of, or inability to use the Platform, Services, or Documentation;
 - 21.1.1.3. any Listing, Booking, hire transaction, or interaction between Users; and
 - 21.1.1.4. any representation, statement, or delictual act or omission (including negligence).
- 21.2. **As-Is Basis and Disclaimer of Warranties**
- 21.2.1. Except as expressly stated in these Terms and to the maximum extent permitted by Applicable Law:
 - 21.2.1.1. the Platform and Services are provided on an "as is" and "as available" basis;

- 21.2.1.2. all warranties, representations, conditions, and other terms, whether express, implied, statutory, or at common law, are excluded; and
- 21.2.1.3. Hire24 makes no warranty as to the accuracy, completeness, reliability, availability, or suitability of any Listings, Equipment, User Content, or information provided by Users.

21.3. Exclusion of Certain Damages

- 21.3.1. To the maximum extent permitted by Applicable Law, neither Hire24 nor any of the Hire24 Parties shall be liable for any indirect, incidental, special, exemplary, punitive, or consequential damages, including but not limited to:
 - 21.3.1.1. loss of profits, revenue, business opportunities, or anticipated savings;
 - 21.3.1.2. loss of data, goodwill, reputation, or opportunity;
 - 21.3.1.3. business interruption, system failure, downtime, or cyber incidents;
 - 21.3.1.4. costs of substitute equipment or services; or
 - 21.3.1.5. emotional distress,
- 21.3.2. arising out of or in connection with these Terms, the Platform, any hire transaction, any interaction between Users, or any Equipment, regardless of the legal theory of liability and whether or not such damages were foreseeable or the Hire24 Parties were advised of their possibility.

21.4. Equipment-Related Risks

- 21.4.1. Without limiting the foregoing, the Hire24 Parties shall have no liability for any loss, damage, injury, death, or property damage arising from or relating to:
 - 21.4.1.1. the use, misuse, operation, transportation, storage, maintenance, or condition of any Equipment;
 - 21.4.1.2. compliance or non-compliance of any Equipment with safety, regulatory, licensing, or insurance requirements; or
 - 21.4.1.3. the accuracy, legality, or completeness of any Listing or User Content.
- 21.4.2. All such risks are assumed solely by the Users involved in the relevant hire transaction.

21.5. Aggregate Liability Cap

- 21.5.1. Except for:
 - 21.5.1.1. Hire24's obligation (where applicable) to remit payments properly received and held on behalf of a User in accordance with these Terms; and
 - 21.5.1.2. any liability which cannot lawfully be limited or excluded under Applicable Law,
- the total aggregate liability of the Hire24 parties arising out of or in connection with any claim, dispute, or cause of action, whether in contract, delict (including negligence), or otherwise, shall not exceed:
- 21.5.1.3. in the case of a Lessor, the total amount of Platform Fees actually paid by the Lessor to Hire24 in the twelve (12) months preceding the event giving rise to the claim;
 - 21.5.1.4. in the case of a Lessee or any other User, the greater of: (a) the total amount paid by such User to Hire24 in the twelve (12) months preceding the event giving rise to the claim; or (b) R5,000.00 (five thousand rand), whichever is greater.

Statutory and Mandatory Carve-Outs

- 21.5.2. Nothing in these Terms limits or excludes liability for:
 - 21.5.2.1. death or personal injury caused by Hire24's gross negligence or wilful misconduct;
 - 21.5.2.2. fraud or fraudulent misrepresentation; or
 - 21.5.2.3. any liability which cannot lawfully be limited or excluded under Applicable Law.
- 21.5.3. Where mandatory consumer protection legislation applies, Users' statutory rights remain unaffected.

21.6. Platform Role Disclaimer

- 21.6.1. Hire24 is not a party to any hire agreement entered into between a Lessor and a Lessee, whether concluded on or off the Platform, and assumes no responsibility or liability for the performance, enforcement, breach, or termination of any such agreement.

21.7. Third-Party Services

- 21.7.1. Hire24 shall not be liable for any loss or damage arising from the use of third-party services, including payment processors, logistics providers, insurers, verification services, or other integrations, whether accessed directly or via the Platform.

21.8. Assumption of Risk

- 21.8.1. Users acknowledge that the hiring, operation, transportation, and use of construction equipment involve inherent risks, including the risk of personal injury, death, and property damage, and each User voluntarily assumes all such risks arising from their participation on the Platform.
- 21.9. **Survival**
 - 21.9.1. This clause 21 survives the suspension or termination of a User's account and any cessation of use of the Platform.

22. CHANGES TO TERMS

Hire24 may amend these Terms from time to time. Material changes will be notified at least **14 (fourteen) days** before taking effect. Continued use constitutes acceptance.

23. PROPRIETARY RIGHTS

- 23.1. Subject to the remaining provisions of this clause 23, all Intellectual Property owned by either Party (whether before or after the Effective Date), and all Enhancements, Updates and Upgrades thereto, will remain the sole and exclusive property of that Party. Users acknowledge and agree that Hire24 and/or its licensors own all existing and future Intellectual Property Rights (IPR) in the Services (including but not limited to the Software utilised for purposes of the Services), the Documentation and Pattern Data that may result as a result of the utilisation of the Services. Except as expressly stated herein, these Terms and Conditions do not grant the Lessor or any Authorised User any Intellectual Property Rights, or any other rights or licences in respect of the Services, Pattern Data or the Documentation. Users acknowledge that it shall have no claim to the said IPR merely as a result of the use of the Services or utilise the IPR or as a result of certain configuration of the Services that may be executed as per the User's requirements, instructions or any other specific request for enhancements or modifications, unless specifically authorised in writing in advance between the parties, and will protect it and assist Hire24 in protecting it.
- 23.2. Users are only entitled to the limited use of the Intellectual Property Rights granted to them in this Agreement. Users will not take any action to jeopardise, limit or interfere with Hire24 or its licensor's Intellectual Property Rights. Any unauthorised use of said Intellectual Property Rights is a violation of the Agreement as well as a violation of intellectual property laws and other common law rights and may result in immediate termination of this Agreement.
- 23.3. Hire24 shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into its products, services and business any suggestions, enhancement requests, recommendations or other feedback provided by Users relating to the operation of the Services, unless otherwise agreed to in writing between the parties.
- 23.4. **Trademarks:**
 - 23.4.1. Hire24 acknowledges the Lessor and the Lessor Affiliate's rights, title and interest in and to its series of Lessor and/or Lessor Affiliates Trade Marks and will never in the future do anything, or assist, directly or indirectly, anyone to do anything to impair any part of that right, title and or interest, or attack or interfere in any way with the Lessor's and or the Lessor Affiliates use or registration of its series of the Hire24 Trade Marks.
 - 23.4.2. The Lessor agrees that Hire24 may make use of the Lessor's Trade Marks and/or business names to present on Hire24's website or such other channel, media or document to confirm the Lessor as a Lessor of Hire24, in accordance with the Lessor branding guidelines as presented by the Lessor to Hire24;
 - 23.4.3. Except for clause 23.4.2 above, Hire24 undertakes never to use or register a corporate name, trading style, trade mark or domain name that incorporates the Lessor Trade Marks, or any confusingly or deceptively similar mark, in relation to residential properties, unless otherwise agreed to under the Service Schedule.
 - 23.4.4. Feedback: Hire24 encourages the Lessor to provide suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Services and related resources ("Feedback"). To the extent the Lessor provides Feedback, Lessor grants to Hire24 and its Affiliates a royalty-free, fully paid, sub-licensable, transferable, non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import, and otherwise exploit Feedback (including by incorporation of such feedback into the Services) without restriction. The Lessor shall ensure that: (a) Feedback does not identify the Lessor, its Affiliates, or Authorized Users, or include any Lessor Data; and (b) Lessor has obtained requisite

authorization from any Authorized User or other third party to grant the license described herein.
For the avoidance of doubt, Feedback does not constitute Lessor Confidential Information.

- 23.5. Hire24 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.
- 23.6. The parties' obligations in respect of the Intellectual Property under this Agreement will survive the termination of this Agreement.

24. CONFIDENTIALITY

- 24.1. 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:
 - 24.1.1. is or becomes publicly known other than through any act or omission of the receiving party;
 - 24.1.2. was in the other party's lawful possession before the disclosure;
 - 24.1.3. is lawfully disclosed to the receiving party by a third party without restriction on disclosure;
 - 24.1.4. is independently developed by the receiving party, which independent development can be shown by written evidence; or
 - 24.1.5. is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.
- 24.2. 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.
- 24.3. 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.
- 24.4. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party.
- 24.5. Users acknowledges that details of the Services, and the results of any performance tests of the Services, constitute Hire24's Confidential Information.
- 24.6. Hire24 acknowledges that the Lessor Data is the Confidential Information of the Lessor.
- 24.7. This clause 24 shall survive termination of this agreement, however arising.
- 24.8. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

25. BREACH AND TERMINATION

25.1. Breach of These Terms

- 25.1.1. Without prejudice to any other rights or remedies available to it under Applicable Law, Hire24 may suspend or terminate a User's access to the Platform, or terminate these Terms with immediate effect by written notice, if the User:
 - 25.1.1.1. fails to pay any amount due to Hire24 when due and remains in default for twenty (20) days after receipt of written notice requiring payment;
 - 25.1.1.2. commits a material breach of these Terms, the EULA, or the Acceptable Use Policy which is irremediable or, if remediable, is not remedied within seven (7) days after written notice;
 - 25.1.1.3. engages in conduct that, in Hire24's reasonable opinion, poses a legal, regulatory, safety, reputational, or operational risk to the Platform or other Users;
 - 25.1.1.4. provides false, misleading, or incomplete information in connection with a User Account or Listing; or
 - 25.1.1.5. breaches any applicable law or third-party rights in connection with its use of the Platform.

25.2. Insolvency

- 25.2.1. Where a User is a juristic person, Hire24 may suspend or terminate access to the Platform with immediate effect if the User:
 - 25.2.1.1. is unable to pay its debts as they fall due or admits inability to do so;

25.2.1.2. becomes subject to business rescue, liquidation, winding-up, or similar insolvency proceedings; or

25.2.1.3. ceases or threatens to cease carrying on all or a substantial part of its business.

25.3. Effect on Hire Transactions

25.3.1. Hire24 is not a party to any lease agreement concluded between a Lessor and a Lessee.

25.3.2. Suspension or termination of a User's account does not, of itself, terminate any lease agreement between Users, unless such termination is required by Applicable Law or expressly agreed between the relevant Users.

25.3.3. Users remain liable for all obligations arising from any hire transaction entered into prior to suspension or termination.

25.4. Termination by Users

25.4.1. A User may terminate its User Account at any time by ceasing use of the Platform, subject to the completion of any outstanding hire transactions and settlement of all amounts due.

25.4.2. Termination does not affect accrued rights, payment obligations, indemnities, or liability provisions.

25.5. Survival

25.5.1. Clauses which by their nature are intended to survive termination, including those relating to payment, limitation of liability, indemnity, dispute resolution, and governing law, shall survive termination of these Terms.

26. CONSEQUENCES OF TERMINATION

26.1. Upon termination or expiry of this Agreement, any additional Service Agreements or these Terms, for any reason whatsoever, the following consequences shall apply, unless expressly stated otherwise:

26.1.1. the provision of the Services to the relevant User shall immediately cease;

26.1.2. subject to Applicable Law, Hire24 may permanently delete, destroy, or otherwise dispose of any User Data in its possession, unless Hire24 receives a written request from the relevant User, no later than ten (10) days after the effective date of termination, requesting delivery of the most recent available back-up of such User Data;

26.1.3. Hire24 shall use reasonable commercial endeavours to deliver the requested back-up within thirty (30) days of receipt of such written request, provided that:

26.1.3.1. all Fees, charges, and amounts owing to Hire24 (whether invoiced or not, and whether due at the date of termination or arising as a result of termination) have been paid in full; and

26.1.3.2. the User pays all reasonable costs incurred by Hire24 in connection with the extraction, preparation, delivery, or disposal of such User Data;

26.1.3.3. the User shall, within ten (10) days of termination, return to Hire24 all Hire24 Confidential Information, Documentation, credentials, and materials in its possession or control and, at Hire24's written request, irreversibly destroy all copies not returned and confirm such destruction in writing;

26.1.4. without prejudice to any other rights of Hire24, the User shall remain liable for:

26.1.4.1. all Fees and charges for Services rendered up to the effective date of termination, whether invoiced or not;

26.1.4.2. any accrued commissions, service fees, penalties, or charges arising from bookings, transactions, or Services initiated prior to termination; and

26.1.4.3. any outstanding amounts expressly stated to survive termination under these Terms.

26.2. No termination or expiry of a Service Agreement or these Terms shall affect any rights, remedies, obligations, or liabilities of the parties which have accrued prior to the effective date of termination, including the right to claim damages in respect of any breach existing at or before termination.

26.3. Where Hire24 is required to institute legal proceedings against a User to:

26.3.1. enforce compliance with these Terms or any Service Agreement;

26.3.2. recover undisputed outstanding amounts; and/or

26.3.3. protect or recover Hire24's intellectual property, software, systems, or confidential information, the User shall, to the extent permitted by Applicable Law, be liable for all reasonable legal costs incurred by Hire24 on the scale as between attorney and own client, including tracing fees and collection commission, provided Hire24 is substantially successful in such proceedings.

26.4. This clause 26 shall survive termination or expiry of these Terms.

27. FORCE MAJEURE

- 27.1. Neither Party shall have any claim against the other Party ("the Affected Party") for any delay or failure of the Affected Party to carry out any of its obligations under this agreement, other than a payment obligation, arising from or attributable to acts of God, war, terrorism, legislation, labour action or unrest, failure of third party supplier (i.e. communication operator or utilities provider) or any other cause whatsoever beyond the reasonable control of the Affected Party ("force majeure").
- 27.2. The performance of the obligations of the Affected Party shall, subject to clause 27.3, be suspended for the duration of the force majeure, which shall be deemed to commence only upon the date of Written notice by the Affected Party to the other Party. Upon cessation of the force majeure, this agreement shall again become fully operative and the Affected Party shall immediately resume its performance.
- 27.3. If the suspension of performance continues for more than 20 (twenty) consecutive Days, then either Party may summarily terminate this agreement by Written notice to the other Party, prior to the cessation of the force majeure.

28. NO PARTNERSHIP OR AGENCY

- 28.1. Nothing in this Agreement is intended to or shall operate to create a partnership between any of the parties, or authorise any party to act as agent for the other, and no 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).

29. THIRD PARTY RIGHTS

- 29.1. Except as agreed to under this Agreement, this Agreement does not confer any rights on any person or party other than the parties to this Agreement and, where applicable, their successors and permitted assigns.

30. MISCELLANEOUS PROVISIONS**30.1. Entire agreement**

- 30.1.1. These Terms of Service expressly supersede prior agreements or arrangements with the Lessor, except for those terms and conditions that are incorporated by reference to these Terms and Conditions.
- 30.1.2. Each of the parties acknowledges and agrees that in entering a contract 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 the contract, other than as expressly set out in these Terms and Conditions.

30.2. Variation:

- 30.2.1. These General Terms and Conditions: No variation of these Terms and Conditions shall be effective unless confirmed in writing under a separate addendum (Hire24 Addendum) and signed (including submission of a party's expression of intent by a by electronic means) by an authorised representative of the parties. The Hire24 Addendum shall only apply in terms of a specific contract.
- 30.2.2. **Privacy Policy:** Hire24 keeps its Privacy Policy under regular review and may amend it from time to time. Archived versions (if available) can be obtained by contacting us. Any changes made to our Privacy Policy in future will be posted on our website or made available during your engagement with Hire24 Service. The new version will apply the moment it is published on our website or incorporated by reference in any of our other policies or other communications or published on any of our Services. Where any rights of the Lessor or any Authorised User may be affected by any amendment Hire24 will notify the Lessor and/or Authorised User accordingly.

- 30.3. **Waiver:** No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

30.4. **Severance:**

- 30.4.1. If any provision (or part of a provision) of these Terms and Conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.
- 30.4.2. 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.

30.5. **Assignment:**

- 30.5.1. Users shall not, without the prior written consent of Hire24, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under any contract.
- 30.5.2. Subject to the foregoing, each Contract shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns.
- 30.5.3. Hire24 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 any contract.

31. **Definitions**

31.1. Unless the context indicates otherwise:

- 31.1.1. **"Applicable Laws"** any present or future constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty, directive, rule, guidance or code, practice note issued by any relevant authority or regulatory body and, if applicable, Data Protection Laws.
- 31.1.2. **"Authorised User"** means any individual who is authorised by a User to access and use the Services on its behalf, subject to these Terms.
- 31.1.3. **"Booking" / "Lease"** means a binding agreement entered into between a Lessor and a Lessee for the use of Equipment through the Platform.
- 31.1.4. **"Damage Report"** means a report submitted by either party relating to loss of, or damage to, Equipment during a Lease.
- 31.1.5. **"Damage Request"** means a claim submitted by a Lessor/ Lessee through the Platform for compensation in respect of loss of, damage to, or excessive cleaning, repair, recovery, or replacement of Equipment arising during or in connection with a Booking.
- 31.1.6. **"Equipment"** means any machinery, tools, vehicles, construction equipment, or associated accessories listed on the Platform.
- 31.1.7. **"Equipment Listing" / "Listing"** means a description and offering of Equipment published by a Lessor on the Platform.
- 31.1.8. **"Fees"** means the fees agreed to between you and us as stated in our Services and Fee Schedule for a particular year.
- 31.1.9. **"Lessor"** means a User who lists Equipment for lease.
- 31.1.10. **"Lessee"** means a User who leases Equipment.
- 31.1.11. **"Personal Information"** as defined by the Protection of Personal Information Act, 2013.
- 31.1.12. **"Platform"** the software platform Hire24 makes available to enable you to access and use our Services.
- 31.1.13. **"Platform Fees" / "Service Fees"** mean fees charged by Hire24 for facilitating Bookings or providing services.
- 31.1.14. **"Security Deposit"** means a deposit or payment block held to cover loss, damage, or penalties as defined in the Listing.
- 31.1.15. **"Services"** purposes of the Terms of Services, means the Hire24 Platform made available by ATSC Global from time to time as selected and subject to these Terms of Services.
- 31.1.16. **"User"** means any person or entity registered on or accessing the Platform, including a Lessor, Lessee, or any Authorised User acting on their behalf.
- 31.1.17. **"User Content"** means text, images, photos, documents, listings, and other content provided by a User.
- 31.1.18. **"User Role/s"** means the capacity in which a User accesses or uses the Platform, including as a Lessor, Lessee, or any other role expressly made available by Hire24 from time to time.
- 31.1.19. **"Normal Business Hours"** means 08:00 to 17:00 (local time) on any day other than a Saturday, Sunday, or public holiday in the Republic of South Africa.