



HELP ME BY MIWAY - TERMS AND CONDITIONS

A. Welcome to HelpMe by MiWay

HelpMe is pleased to provide you with the following terms and conditions.

Please ensure that you read the entire terms and conditions document to understand its meaning completely and what is relevant to you for your specific HelpMe package. By making use of the HelpMe Service at any time, you expressly agree to the terms and conditions contained herein, including any amendments made hereto from time to time. It is the member's obligation to avail themselves of the updated terms and conditions from time to time.

B. Definitions:

1. **HelpMe** shall mean IProduct (Pty) Ltd a company, duly incorporated in terms of the laws of the Republic of South Africa under registration number 2007/007917/07.
2. **HelpMe Benefit** shall mean the beneficial result to the Member's request for a service subject to the specific terms and conditions of the Member's policy.
3. **HelpMe Crisis Centre** shall mean the HelpMe 24hr contact centre fully dedicated to receiving your Panic Alert and the deployment or delivery of your requested HelpMe service.
4. **HelpMe Crisis Centre Contact Number** shall mean a dedicated contact number for Members to telephonically contact HelpMe should they be unable to use the Panic Button feature. This contact number is 087 357 7010.
5. **HelpMe Service** shall mean the response provided to the Member's request for assistance subject to the specific terms and conditions of the Member's policy.
6. **Additional Member/s** shall mean additional members on your HelpMe Service plan as nominated by the Main Member.
7. **Accident** shall mean an unforeseen and unfortunate event that happens unexpectedly and unintentionally, resulting in injury or damage.
8. **Armed Response** shall mean the armed guards.
9. **Corporate Entity** shall mean any type of business including but not limited to a sole proprietorship, company, limited liability company, association, partnership, joint venture, trust or other organisation, whether incorporated or unincorporated.
10. **Main Member** shall mean the subscribing member to the HelpMe Service.
11. **Medical Emergency** shall mean an emergency accident that poses an immediate risk to the Member's life or Additional Member's Life.
12. **Member/s** shall mean Main Member and Additional Member/s.
13. **Panic Alert** shall mean signal, alert and/or call received by the HelpMe Crisis Centre from the Member.
14. **Panic Button** shall mean the emergency number saved on your cell phone or the use of the panic button on your app and the subsequent Panic Alert received by the HelpMe Crisis Centre.
15. **Roadside Emergency** shall mean an incident in which you have experienced a vehicle breakdown or accident on the road whilst awaiting the arrival of your elected roadside breakdown assistance.
16. **Service Period** shall mean the subscription period from which your first successful debit order has been received by HelpMe until cancellation.
17. **Service Provider** shall mean a nominated provider of selected services to the Member/s on behalf of HelpMe.

18. **Superfluous Event** shall mean any and all events other than an Accident/Medical/Roadside Emergency

C. Our promise to you:

1. The HelpMe Service is your direct line to help during your Emergency
2. The HelpMe Service also provides you with HelpMe Benefits, subject to your selected HelpMe Service plan.
3. When you activate your Panic Button on your cell phone, a Panic Alert is received by the HelpMe Crisis Centre.
4. The team at the HelpMe Crisis Centre then undertakes to make contact with you immediately (cellphone coverage dependant) to either coordinate or dispatch the relevant Service Provider to your aid, be it for an Armed Response, Guardian Alert, Accident Emergency, Medical Emergency and/or our other HelpMe Benefits needed.

D. How to activate your Panic Button?

1. HelpMe Smartphone App

- a. To activate your HelpMe services, your HelpMe App would have been installed during the sales process with the sales agent. If you require further assistance in this regards, please contact the Client Services Department on 0860 33 33 43
- b. As additional support to the App, you are required to set up an easy to use Panic Button on your cellphone via a USSD line. This can be done by adding HelpMe as a contact to your cell phone directory. By simply:
 - Dialling the USSD code provided to you
 - Save the number as 'HelpMe' or
 - Add the number to your speed dial option as number 9

The USSD line is only for use by members in instances where the member is unable to panic in via the App.

2. On completion of setup, you will be able to dial 9 or panic in via the app to make direct contact with the HelpMe Crisis Centre whereby:
 - a. The USSD code or panic app generates an alert from your cell phone to the HelpMe Crisis Centre
 - b. The Panic Alert is received by the HelpMe Crisis Centre and
 - c. You will be contacted as soon as possible.
3. Should you not own a cell phone or your cellphone be stolen, or you are unable to utilise the Panic Button feature for any reason whatsoever, you will need to alert the HelpMe Crisis Centre manually by dialling the Crisis Centre Contact Number 087 357 7010
 - To utilise your Panic Button or APP, you must ensure that your cell-phone is switched-on, the panic app is downloaded and you are registered or the USSD is saved. You must have an available balance of R5.00 and/or data available. Failure to do so will discharge HelpMe of all liability should your Panic Alert not be received and your requested service not be deployed.
 - Please ensure that with the purchase of **every new cell phone device**, you repeat the above steps to ensure your Panic Button is active and available at your fingertips. It is the obligation of the Main Member to ensure the details of all Additional Members are updated at all times.
 - However, if you acquire a **new cell phone number**, please contact the Crisis Centre on 087 357 7010 to update your details accordingly.
 - It is the Member's responsibility to ensure that HelpMe has the Member's current cell phone number and contact details at all times. Failure to do so will discharge HelpMe of all liability if your Panic Alert not be received and your requested service not be deployed.

E. 24/7 Crisis Response Centre:

1. In the event of an emergency, our dedicated and professional team will contact you within 60 seconds or less of receiving your panic alert and determine the nature of your emergency.
2. Your location will be determined using GPS if you are using the App.
3. Our team will liaise with all relevant emergency services, including those of your insurance and medical cover providers to assist with medical or breakdown co-ordination and accident management, and can notify family members, provided you have supplied all relevant details and information. If required, we can contact Government service responders to attend to your emergency and we will also attempt to contact anyone else on your behalf should you need us to arrange it as part of your response benefit.
4. This service is available to assist with the co-ordination of all relevant services in an emergency.

F. Tactical Armed Response (Guardian Alert Members only):

1. The Rapid Armed Response service is provided by a number of different security response companies, who combined, have over 500 armed reaction teams. Our network is constantly evolving and our website will indicate coverage areas when they are updated. Please visit our website for latest changes to the coverage areas.
2. In the event of an Emergency requiring the valid despatch of armed response, our Crisis Centre teams will send a reaction unit to protect you during your emergency.
3. Our armed response provider has officers who are highly trained and skilled in personal protection, and use the appropriate means to ensure your personal security. Wherever possible, guards will be driving branded security vehicles and wearing uniform. All guards are PSIRA registered.

Limitations:

- a. The service is intended for private consumer use only. The armed response guards will only come to you when you are out and about and do not cover home call outs, business call outs or call outs into any physical building.
- b. HelpMe will dispatch the guard for children under 16 years of age only once the need has been confirmed with the main member.
- c. This benefit is limited to 2 usages per member per year, a minimum 30 days apart.
- d. Our network is constantly evolving and our website will indicate coverage areas when then are updated. Please visit our website for latest changes to the coverage areas. It is the member's obligation to assess and understand the coverage limitations in relation to your decision to buy and use the product and related services.
- e. Should you be in an out of coverage area and an actual incident occurs, we will attempt to provide a service through other response mechanisms that may include SAPS or breakdown response personnel.

G. Guardian Alert:

1. If you suspect a potential hijack or you feel at risk of attack when you are out and about, you can alert us via the Guardian Alert button on your App.
2. The HelpMe Crisis Centre will contact you immediately and identify your exact location.
3. The Crisis Centre consultant will stay on the line with you, and should an actual incident occur, we will dispatch the relevant services to the point where you activated your panic to assist you, as well as inform your family.

4. When dispatching responders to a location where a crime was committed but the criminals are no longer present, HelpMe reserves the right to send any appropriate responder to that location to assess the situation.

G1. Hijack Tracking

1. As a free optional service, subject to reasonable and fair use, to our members of Guardian Alert we offer the Hijack Tracking service.
2. In the event of you alerting us to your vehicle being hijacked where your phone is taken or switched off by the hijackers, we will contact **your existing Vehicle Tracking Service Provider** to request the dispatch of their armed response to assist in locating your car and/or you.
3. It is your responsibility to notify your Vehicle Tracking Service Provider that the HelpMe crisis centre team will contact them in the event we suspect you have been hijacked. It is also your responsibility to keep us informed should you change your Vehicle Tracking Service Provider at any stage.
4. HelpMe will not be held liable should your Vehicle Tracking Service Provider refuse or fail to respond to assist you.

G2. Home Alert

1. As a free optional service, subject to reasonable and fair use, to our members of Guardian Alert we offer the Home Alert service.
2. Home Alert turns your cellphone into a panic button for your home alarm system.
3. If you suspect intruders in your home, simply press the panic button on your cellphone and we will call you back. If you do not answer, we will immediately inform your Home Security Service Provider to dispatch armed response to assist you.
4. It is your responsibility to notify your Home Security Service Provider that the HelpMe crisis centre team will contact them in the event we suspect you have intruders in your home. It is also your responsibility to keep us informed should you change your Home Security Service Provider at any stage.
5. HelpMe will not be held liable should your Home Security Service Provider refuse or fail to respond to assist you.

Limitations:

- a. This benefit is limited to 2 uses per member per year for the dispatch of the relevant services and forms part of your Rapid Armed Response limitations as per point F above.
- b. This benefit is limited to 2 usages per member per month to alert the Crisis Centre of a potential incident.

H. Breakdown Co-ordination:

1. In the event of an accident, minor roadside emergency or mechanical/electrical breakdown, the HelpMe Crisis Centre will assist you to make contact with your own insurance company to make the necessary arrangements for your vehicle to be towed. This benefit applies if your HelpMe plan does not include a paid benefit for the Breakdown Response or Breakdown Upgrade service.

- Alternatively, if you are not insured or you do not have any other breakdown assistance benefits, the HelpMe Crisis Centre will assist with co-ordinating the service provider on your behalf, with services being rendered on a cash basis directly to the service provider.

I. HelpMe Breakdown Response Service (optional):

- This service is a chargeable extra designed for Members who drive a vehicle but do not have their own breakdown cover via their own insurer or via a separate policy. To access this service, the service will have to be added to your member policy and your subscription must be paid in advance.
- In the event of a mechanical and/or electrical breakdown, the Breakdown Response benefit provides you with a breakdown and tow service up to 40km round trip from the place of the incident to the nearest repairer.
- Should your vehicle require towing due to an accident and you have vehicle insurance with a towing service, the HelpMe Crisis Centre will assist you to make contact with your insurance company who can then make the necessary arrangements for your vehicle to be towed. Should the member not enjoy insurance cover for an accident tow, assistance will be rendered on a cash basis.
- As a further Breakdown Response benefit, fuel can be brought out to you when your vehicle fuel tank runs empty. The cost of this fuel is for the member's account. No more than 10 litres can be dispatched. A total round trip fuel delivery distance of 40km is allowed.
- Should you experience a roadside emergency and be stranded more than 100km away from home, HelpMe will pay up to a maximum of R1000 for either accommodation or car hire and is regarded as an extension of the towing incident and not a separate incident.
- For a minor roadside emergency such as a flat tyre, flat battery, or keys locked in a vehicle, HelpMe will cover the call-out fee and labour for the first hour, or if the onsite resolution is not possible, HelpMe will cover the cost of a tow to the nearest fitment centre or battery fitment centre. A total towing distance of 40km round trip is allowed.
- Subject to the Main member having vehicle insurance, HelpMe reserves the right to transfer the member to the motor insurance company for service.
- All towing and benefits outside the 40km round trip will be for the Member's account and as per the Service Provider's towing rate.

Limitations:

- This HelpMe benefit is limited to 2 uses per policy per year for Breakdown Response.
- Benefits apply to the vehicle/s specified at the time when the membership application is recorded. It is the member's responsibility to contract HelpMe to updated any vehicle changes timeously.
- All commercial and business-related vehicles are excluded from this HelpMe Benefit.
- Benefits apply to roadworthy vehicles only up to 3500kg GVM.
- Should a fitment/repair centre not be open to receive the vehicle, vehicle storage costs at the service provider's yard are limited to 1 overnight stay. All additional vehicle storage or towing costs will be for the Member's account and as per the Service Provider's billing rate.
- Should the nearest place of repair not be able to service the client immediately due to prior bookings or not have the relevant parts in stock, the vehicle may be towed to an alternative repairer, but such cost is on a cash basis.
- Should assistance with a flat battery be requested more than once within a 7-day period, assistance will be rendered on a cash basis.

- h. In the event of an accident, HelpMe will not assist with vehicle salvage.
- i. Hotel accommodation expenses require upfront payment by the Member. Thereafter HelpMe will reimburse the Member within 7 working days of receipt of a valid check-in and proof of payment. Hotel accommodation is limited to 1 overnight stay and up to a maximum of R1000.00.
- j. You will require a valid credit card with sufficient funds for the deposit fee for the hired vehicle as well as a valid driver's licence.
- k. Fuel will not be delivered to a Member's place of residence, office, shopping centre or to any residential or commercial property.
- l. The cost of a replacement key, key programming, replacement of batteries for a smart key, retrieval of a broken-off key from an ignition, etc is not included in the benefit offering.
- m. If the incident requires a towing service due to a mechanical or electrical failure and the vehicle is still within its warranty or extended warranty period, the case would be referred to the relevant Motor Manufacturer's 24/7 Assist line or the relevant Warranty Company.
- n. Should assistance be required for tyre/rim/undercarriage damage due to poor road conditions or to recover a vehicle stranded in mud, sand or water, assistance will be rendered on a cash basis.
- o. If you require service but do not have the required breakdown benefits with HelpMe or there is an incident that your own breakdown does not cover, HelpMe will still assist you to get the help you need but will be on a cash basis paid directly to the service providers.

J. Breakdown Safety Patrols

- 1. To ensure your safety we have Breakdown Safety Patrol units across South Africa who will arrive at your side who will then wait with you until your breakdown response service arrives and you are safe.
- 2. Please note the Breakdown Safety Patrol units are professional breakdown industry operatives in high visibility company branded vehicles and not armed response providers nor PSIRA registered.
- 3. The Breakdown Safety Patrol units are **only** to be used in a situation where there is no reported specific threat. Their role is purely a preventative role to act as a deterrent to an attacker. The Breakdown Safety Patrol units will not be sent to you if there is an imminent threat.
- 4. For assistance with a specific/imminent threat you will need to purchase Guardian Alert where tactical armed response will be provided to you.

Limitations:

- a. This HelpMe benefit is limited to 2 uses per member per year for Breakdown Safety Patrols.

K. Emergency Medical Coordination

- 1. In the event of a medical emergency, the Crisis Centre will assist you to make contact and coordinate with your own service provider to get you the medical attention you need.
- 2. Alternatively, if you are not insured or you do not have any other medical assistance benefits, the Crisis Centre will assist with coordinating the service provider on your behalf, with services being rendered on a cash basis directly to the service provider.

3. If required, we can contact Government service responders to attend to your emergency and we will also attempt to contact anyone else on your behalf should you need us to.

Limitations:

- a. The Crisis Centre will attempt to contact you up to 3 times to coordinate your emergency. Should the Crisis Centre not be able to make contact with you, we will not be able to dispatch any medical emergency services to your location.

L. Bail Assist:

1. Should a Member be confronted with arrest and a subsequent bail application, the telephonic legal advisors would assist with professional, practical legal advice and guidance, 24/7.
2. Based on the assessment of the telephonic legal advisor who will consider the particular matter in relation to the terms and conditions and exclusions, the assistance process entails:
 - Comprehensive legal advice in terms of the Member's rights
 - The police officer on duty will be contacted to verify the arrest and bail details
 - An attorney on the panel or agent, closest to the Member will be appointed to represent the Member if necessary and to post bail, limited to R5 000 and reporting to the relevant police charge office within 4 hours following the telephonic legal assessment. Alternatively, an Electronic Fund Transfer of the relevant bail amount will be made to the Member's family member or friend's account to pay the bail amount at the police station.
 - The Member's nominated relative/friend would be contacted to advise them of the status of the case
3. Matters such as the following misdemeanours are included in the service:
 - Driving while under the influence of alcohol/drugs
 - Road traffic offences such as failure to pay speeding fines
 - Contempt of court for minor offences (e.g. failure to appear in court to defend a traffic offence)
 - Public disturbance
 - Drinking in public

Any other crime beyond these above misdemeanours, are not included in the service, for example:

- Violent attacks of any kind
- Assault with grievous bodily harm
- Armed robbery or robbery with aggravating circumstances
- Drug possession and similar offences
- Treason, sabotage or subversion

The member will not receive service or assistance in terms of their selected HelpMe plan if:

- The caller is not a valid member or is calling on behalf of a non-valid member;
- The issuing Authority is not inside the Republic of South Africa;
- The issuing Authority is not an authorized police official as contemplated in Section 59 of the Criminal Procedure Act, 51 of 1977;

- The crime of which the Member is accused is classified as one contemplated in Part II or Part III of Schedule 2 of the Criminal Procedure Act, 51 of 1977;
- A previous claim was paid under this agreement where the Member did not supply the receipt
 - for the bail within 24 hours of the payment being lodged with the issuing Authority and/or
 - Where the beneficiary did not appear in court as per the bail conditions.

Limitations:

- a. Legal advice to or sought on behalf of a Corporate Entity, is excluded.
- b. Bail cannot be arranged unless a charge sheet has been issued by the relevant police station where the Member is being held. Until such time, the telephonic legal advisor will stay in touch with the charge office and liaise telephonically with the Member's relative, friend or other representative which may or may not be present at the police station.
- c. If neither an attorney nor agent is available to assist with the bail process at the time of the incident, due to the location and the availability of the designated individuals at the time, an alternative representative may be appointed to pay the bail amount.
- d. The bail amount may also be paid to the member's relative, friend or representative at the station via Electronic Fund Transfer for immediate payment.
- e. The maximum bail amount is R5000 with an additional amount of R6000 for legal representation in terms of negotiating and paying the bail amount.
- f. The benefit is limited to a maximum of 1 bail application per family, per calendar year.
- g. Bail will be paid directly to the government body or court via cash to the police department or via the attorney's trust account.
- h. Should the Member not qualify for the bail assistance service and requires referral to an attorney on the panel, this would be an agreement between the Member and the lawyer, and the cost and rates agreed would be for the Member's account.
- i. The Member needs to appear at court on the appointed date without fail.
- j. Should the Member be found not guilty by the court, the bail amount paid becomes payable directly to the attorney or agent and therefore receipt for the bail payment must be given to the attorney or its appointed agent or representative directly or via registered mail within 24 hours of payment of bail.
- k. Should the Member appear in court, but it is not possible to recover the bail amount, the Member will not be liable for the bail amount paid on his/her behalf.
- l. Should the Member not appear in court on the appointed date, future service will be suspended unless the bail amount paid on behalf of the Member is refunded to the attorney, agent or representative.
- m. Claims will not be entertained should proof of payment for a previous claim not have been submitted within 24 hours of the payment being lodged with the issuing Authority and/or where the beneficiary did not appear in court as per the bail conditions.

M. Trauma Counselling

1. Telephonic debriefing is offered 24 hours a day, and is serviced by a panel of nursing staff with a counselling qualification, registered psychologists, social workers and lay counsellors.

2. Types of trauma include:

- Rape or Attempted Rape
- Mugging or Attempted Mugging
- Murder or Attempted Murder
- Natural disaster
- Car accidents
- Assault or Attempted Assault
- Hijacking or Attempted Hijacking
- Armed Robbery or Attempted Robbery

3. Members also have access to a mobile and web guide with reliable advice, information & help. It includes a cost-effective, online, real-time, text-based counselling service delivered by volunteers.

Limitations:

- a. 3 x 30minute telephonic sessions facilitated by the Helpline
- b. Cost for face-to-face counselling sessions is payable by the member to the service provider directly.

N. Interruption or Delay of Services

1. We will do our best to maintain the availability of services to you. However, the services may be interrupted or delayed in any of the following circumstances:
 - A technical failure outside our control. This includes the unavailability or interruption of any communication networks that we use or rely on to provide the services;
 - If a government or regulatory authority requires us to change or stop the services;
 - If there are circumstances beyond our control, for example: natural disasters such as earthquakes, fire, storms or floods, war, riots, civil or military insurrection or any political or civil disturbance;
 - If there are strikes or other industrial action.
2. This interruption or delay may apply to all or part of the services.
3. If the services are interrupted or delayed in any of the above circumstances, HelpMe shall be free of any legal liability to you. You agree that:
 - we will not be able to provide the services;
 - your premiums will not be refunded;
 - you are to continue with the payment of your premium

O. General Conditions:

1. Service Subscription:

- a. This service is available to the Main Members and the nominated Additional Members during your Service Period.
- b. Main members must be 18 and over. Children over 16 are considered adults.
- c. Your HelpMe cover will be effective on the day the Member purchases the cover.

- d. HelpMe upgrades will only activate at collection of the upgraded premium.
- e. Subscriptions are charged in advance on a monthly basis.
- f. The benefits are available per 12 month cycle which starts immediately when the 1st (first) successful debit order is effective
- g. Subscription will be paid by debit order on the date specified by the Main Member and/or the Additional Members.
- h. In the event of a failed debit order the Member's account may be debited twice in the following month.
- i. Debit orders due for collection for the months of January will be collected in advance from the 15th to the 25th of December of the previous year.
- j. HelpMe reserves the right to collect premiums via Non-Authenticated Early Debit Order collection (NAEDO) and DebiCheck and/or similar collection methods.
- k. Membership subscription must be in paid in full and up to date in order to access your HelpMe Service, failing which your respective requested service will not be deployed in the event of an Emergency.
- l. All subscriptions will be subject to a market-related premium increase as and when required. This premium increase will be communicated to you by way of our website www.helpme247.co.za
- m. All terms and conditions will be subject to change during the course of your subscription. This change will be communicated to you by way of our website www.helpme247.co.za. Please note the App may not always reflect the latest terms and conditions and we request that you visit our website for the latest terms and conditions.
- n. HelpMe undertakes to comply with any and all data legislation applicable to the HelpMe Services within the Republic of South Africa, including but not limited to the Protection of Personal Information Act No. 4 of 2013. If a situation arises that requires transfer of your personal information across South African borders we will only transfer such information in accordance with South African legislative requirements. We undertake to ensure that we and our service providers are bound by laws, binding corporate rules or binding agreements that provide an adequate level of protection and uphold principles for the reasonable and lawful processing of personal information.
- o. It is your responsibility to ensure that we have always have your most recent personal information such as medical aid details, vehicle details, information in regard to your Vehicle Tracking Company, Home Security Company, etc. so that we may assist you in swiftly and efficiently. As such we advise that you update your information at least annually, especially active cellphone numbers on your policy.

2. Cancellations:

- a. Your service subscription is a month-to-month contract that is subject to your cancellation.
- b. Should you wish to cancel your subscription, you are entitled to do so without any penalty.
- c. However, in the event that you wish to downgrade your service subscription or are experiencing financial difficulties, we encourage you to contact our client services department to discuss the alternative payments available to you.

3. Upgrades

- a. If after your initial activation registration you choose to add/ remove members/ services, please contacts our Sales Department on 0860 33 33 43. Such change will only take place from the next successful subscription collection

debit date. In the event a main member wishes to downgrade services or remove members, no pro-rata refund will be offered. The requested changes will be updated at the next successful subscription collection debit date.

4. Client Services:

- a. To address all queries, including the set-up of your Panic Button, you can contact the HelpMe Client Services Department where a friendly Client Services agent will be able to assist you.
- b. HelpMe Client Services department is available to you from Monday to Friday, 08h30 to 17h00.
- c. The Client Services department can be contacted on 0860 33 33 43.

5. Compliments and Complaints:

- a. At HelpMe, we value our Members and welcome your feedback on our services to help us ensure that you always receive great service from your HelpMe team.
- b. To submit a compliment or complaint, please contact our Client Services department.
- c. In the event of a complaint, we undertake to make contact with you within 24 working hours of receiving the complaint. We further undertake to investigate, resolve and provide feedback to your complaint within 5 working days thereof.

P. General Exclusions:

1. HelpMe reserves the right to cancel dispatch services at any time and without notice if it is in the reasonable opinion of your 24hr Crisis Centre agent that the call-out is a Superfluous Event.
2. Your HelpMe Service is available to the Main Member and Additional Members only and not transferrable to any other party.
3. Should a non-member falsify their identification in an attempt to utilise your membership for any other party HelpMe will not deploy the relevant services.
4. In the event that a Main Member and/or an Additional Member colluded with the non-member to utilise any of the services, the Main Member and/or Additional Member will be held liable for all service costs and may result in services being suspended.
5. The HelpMe Service are only available within the Republic of South Africa.
6. Members must be subscribed and up to date on payment for services to be rendered.

Q. Disclaimer:

- 1 In order to utilise your Panic Button or APP, you must ensure that your cell-phone is switched-on to make or receive calls, the panic app is downloaded and you are registered or the USSD is saved and has an available balance of R5.00 and/or data available, failure to do so will discharge HelpMe of all liability should your Panic Alert not be received or your requested service not be deployed.
- 2 Each and every Member (including both Main Members and Additional Members), by making use of the HelpMe Service, acknowledges that the HelpMe Service makes use of Location Based Services ("LBS"), and accordingly expressly consents thereto.
 - a. In making use of LBS, HelpMe undertakes, inter alia, to;
 - i. Utilize the information obtained from the use of LBS only for the purposes of providing the HelpMe Services as set out herein;

- ii. Utilize the information obtained to the minimum extent necessary to provide the HelpMe Services.
 - iii. Dispose of any information which is no longer necessary for the provision of the HelpMe Services, in accordance with our standard deletion and archiving procedures.
 - iv. Refrain from processing your information in a manner which is not provided for herein, is not consistent with applicable legislation or otherwise without your express prior consent.
 - v. Treat any and all information obtained as a result of the LBS as strictly confidential and undertakes not to share any such information with any person who does not require same for purposes of providing the HelpMe Services.
 - vi. Refrain from distributing and/or selling such information without your express and informed consent.
 - vii. Ensure that it enters into appropriate confidentiality agreements with its Service Providers so as to ensure the safeguarding of any and all information obtained as a result of the LBS.
- b. Each and every Member has the following rights regarding the information obtained by the use of LBS;
- i. You may, upon written notice to HelpMe, request details of what information about you is being held by HelpMe, the manner in which it is being stored and/or the manner in which it is being used.
 - ii. You may withdraw your consent to the use of LBS, however you accordingly acknowledge that your continued use of the HelpMe Service is dependent upon your express consent of the use of LBS.
 - iii. Should you wish to exercise any of your rights pertaining to the information obtained through the use of LBS, you may contact the HelpMe Crisis Center Contact Number (087 357 7010) for further assistance.
- c. HelpMe utilises Location Based Service technology (LBS) which is only available to MTN and Vodacom network subscribers. Main Members and/or Additional Members who do not have access to LBS, HelpMe undertakes to utilise alternative methods to obtain your location and deploy your Services but will not be held liable should your location not be accurately obtained. We strongly advise all Members of HelpMe to obtain a smartphone as USSD provides severely limited access to a number of services on the App.i.e. even if the network provider is able to provide your location, it is often only accurate to within 500-1000 metres of your location.
- d. For Main/Additional Members who use smartphones, HelpMe utilises Global Positioning System (GPS) which is available on all networks in South Africa.
- 3 For the respective service to be deployed to you, it is the responsibility of the Main Member and/or Additional Member to ensure that your subscription is fully paid and up to date. HelpMe will not be held liable for any failed debit orders which may render the subscription in arrears.
- 4 HelpMe will not be held liable for actions and/or omissions of our services providers or for any damages caused by their performance or lack thereof.
- 5 HelpMe will not be held liable for the occurrence of any incidents, criminal or otherwise, that may occur prior to arrival of our service provider at the scene of the breakdown/ accident.
- 6 HelpMe reserves the right to implement a Fair Usage Policy: all services are subject to your limitation on the policy either by Rand value or usage limit. Once your limit is exceeded you can top up or pay cash for the requested service. The annual limit and usages for each policy holder is limited to a number of uses or a cost of R5 000 per adult member over 16 years of age, whichever happens first.
- 7 HelpMe will not be held liable for the occurrence of any incidents or death of any members or additional members.