



# GUARDIAN ASSIST

ACCIDENTAL MEDICAL BENEFIT

## Guardian Assist Membership

### The Guardian Assist Panic Button Terms and Conditions

Please note that the Panic Button's location based software currently only picks up a location for MTN and Vodacom Networks. The Panic Button will still work where a client uses another network but the GPS co-ordinates will not be obtainable. An activation message will be sent via the Panic Button in such circumstances to the Control Centre who will make contact with the member.

### Interpretation

The Panic Button is referred to as the Guardian Assist Button in the terms below.

- 1.1 **"the/this Agreement"** means the Agreement as set out herein.
- 1.2 **"Member"** means a person who has applied to become a Member of the Guardian Assist Button system through Guardian Assist, either telephonically, or by means of a completed, signed application form, or by means of a completed online application form and who has been accepted by Guardian Assist Button, as a Member of the system.
- 1.3 **"Member Information"** means information in respect of the Member, which has been verified and/or supplied by the Member.
- 1.4 **"Service Provider"** means a third-party service provider that the Company may use.
- 1.5 **"The System"** means the technology and infrastructure utilized for the transmission of any alert between the Member and the Company that may include location information of geo-location information provided by GSM networks.
- 1.6 **"The Company"** means Guardian Assist Powered by Helivac Medical Services (Pty) Ltd.
- 1.7 **"Accuracy"** means the accuracy within which a Locatable Cell Phone may be Located using the Service.
- 1.8 **"Inappropriate Use"** means any use of the Service for illegal purposes or for any purposes as may reasonably be determined by the Service Provider and the Company violating the rights and/or dignity of any individual or entity, including but not limited to any and all rights of privacy, any intellectual property rights (including but not limited to trademark or copyright), as well as any use that could reasonably be interpreted as defamatory, libellous, offensive, discriminatory or intimidating.
- 1.9 **"Locate or Located"** means the process of locating a Locatable Cell Phone by means of the Service.
- 1.10 **"Location Rights"** means the right to locate a Locatable GSM device which is conferred to a locator; the legal right, bestowed on any government agency as governed by IMP act, the ECT Act and the RICPCI Act and related legislation.
- 1.11 The clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.12 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.



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## **2. Member's Acknowledgement**

The Member acknowledges and agrees that:

- 2.1 Service quality and coverage available to the Members shall be limited to that provided by the system and the Services may from time to time be adversely affected by physical features such as no cellular coverage as well as atmospheric conditions and other causes of interference.
- 2.2 He/she shall not hold Guardian Assist, the Service Provider or any of its directors, employees, agents or approved representatives liable for any non-availability of the Service or for any other reason whatsoever including damages and consequential loss.
- 2.3 He/she shall acknowledge that access to and delivery of the Content and performance and message transmission response times are subject to the enabling technology on which the Content is based and may be adversely affected by network performance and other operational factors beyond our control, including, without limitation, congestion, network coverage, dropped connections and the performance of wireless enable devices.
- 2.4 Guardian Assist is not responsible for any failure to deliver Content to you if your mobile phone is not switched on or is not configured correctly, your information is not in the correct format, your mobile phone is not within coverage or for any other reason cannot be reached, you have a bar on text/WAP/Java Services, you are a prepaid subscriber and you have run out of calling credit, your message mail box or phone memory is full or for any other reason which is out of our control or out of the control of any third party delivering the Content.
- 2.5 This Service is only valid within the Republic of South Africa.
- 2.6 He/she shall acknowledge and accept that Guardian Assist and its Service Provider do not guarantee the Accuracy of the Service and shall not be liable for any lack thereof. He/she shall acknowledge and accept that availability, quality and coverage of the Service may be limited from time to time and further, that the Services may from time to time be unavailable and/or adversely affected as a result of inter alia physical features such as buildings and underpasses, as well as atmospheric conditions and other general causes of interference.
- 2.7 The member needs a value of R0.21 on their mobile phone account to activate the Guardian Assist Panic button. This charge may vary and is dependent on the Network Providers.

## **3 Liability**

- 3.1 Guardian Assist together with its Service Provider shall not be under any liability (including liability for negligence) for any loss or damage or injury to the Member whatsoever no matter when or how arising out of the provision of the Services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable and/or in particular the Guardian assist panic button shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.



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- 3.2 Whilst every effort has and will be made by Guardian Assist to ensure the accuracy of the information presented by the Member – neither the Company, any of its directors, employees, agents or approved representatives will be held liable for any omission or errors, or for the misfortunes or damages which may arise there from.
- 3.3 Guardian Assist, any of its directors, employees, agents or approved representatives is the members' information facilitator and makes no representation regarding the suitability of the information and content for any purpose whatsoever.
- 3.4 The final decisions regarding the diagnosis and subsequent treatment of the Member or Member's dependants at the scene of an accidental emergency or thereafter are complex, and are at the sole discretion of the emergency Service Provider personnel and Guardian Assist, any of its directors, employees, agents or approved representatives cannot be held liable for any misdiagnosis or treatment.
- 3.5 The Member acknowledges that Guardian Assist has the right to inform Third Parties of any breach by the Member of its obligations in terms of this Agreement and the Member indemnifies the Company in respect of any claim whatsoever arising from the Guardian Assist Panic Button's exercising of this right.
- 3.6 The Member acknowledges that He/she shall not hold Guardian Assist, any of its directors, employees, agents or approved representatives liable for a Members failure to use or complete necessary steps in using the Service. By subscribing you acknowledge that you are fully aware of all charges involved in subscription and usage of the Service.
- 3.7 The Member acknowledges that He/she shall not hold Guardian Assist, any of its directors, employees, agents or approved representatives liable for any breakdown or failure of any equipment or medium of access to the Company's website.

## 4. Excusable Events

Guardian Assist shall not be liable to the member for any breach of these terms and conditions or failure on the Guardian Assist Panic Button's part to perform any obligations as a result of acts of God, Government Control, restrictions or prohibitions or any other Government act or omission, whether local or national, or any other similar cause beyond the Company's reasonable control.

## 5. Member's Information

The Member confirms that the Member's information supplied to Guardian Assist either telephonically or by means of an application form or by means of on-line registration is true and correct in every aspect and undertakes to inform Guardian Assist immediately should any of such information change.





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## 6. Confidentiality

Guardian Assist undertakes that it shall not at any time discuss, disclose or reveal Member's information to any person, other than to:

- Guardian Assist, any of its directors, employees, agents or approved representatives who are required in the course of their duties to have access to the Member's information, especially to perform their duties;
- Services Providers who will be assisting with treatment of any accidental injury, in terms of these Terms and Conditions