

HELPME T&CS

Version 1.1

Published [date]

1. OUR SERVICES

HelpMe SA (Pty) Ltd (HelpMe, we or us) gives you access to a specialist crisis team in an emergency. When you swipe the panic button on our app, we will call you as soon as possible to determine the nature of your emergency and assist. Our 24-hour crisis centre will help you co-ordinate and manage your emergency and ensure that emergency responders arrive promptly at your exact location.

We offer free emergency services as well as additional paid-for services.

If you have any questions or need help subscribing, please contact our client services department at 0860 333 343.

If you have an emergency, swipe the panic button or contact our crisis centre at 0860 444 442.

2. HOW TO SUBSCRIBE

2.1. Free services

You can sign up for our free services at [<https://helpmesa.co.za/>], download the HelpMe app and complete your phone number. We will send you a One Time Pin (OTP) to activate the services. You must complete any additional information required to use the services on the app.

We will contact you at least once a year to assess your current requirements, and inform you of any new or additional services offered.

Footer



2.2. Paid-for subscription services

You must contact our client services team at [number] to subscribe to paid-for services. Subscriptions are from month-to-month and paid by debit order.

If you miss a subscription payment, you will not have access to paid-for subscription services until we receive payment, however you will still have access to free services.

Monthly subscriptions are subject to market-related increases. We will publish notice of any changes on our website.

3. FREE SERVICES

Free services usage limit: three times per year at least 30 days apart.

Each free service is available for three panic button responses per year, and there must be at least a 30-day break between consecutive panics. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers. We are under no obligation to assist when you have reached the usage limit.

3.1. Guardian Alert

When you swipe the panic button, our crisis centre will contact you as soon as possible. If you do not answer after three attempts, we will contact your list of emergency contacts and let them know that you need help.

3.2. Hijack Tracking

When you swipe the panic button, we will contact you as soon as possible. If you do not answer after three attempts, we will contact your vehicle tracking service provider to request that they dispatch their armed response to locate you and

Footer



your vehicle. We cannot control how or when your vehicle tracking service will respond, as their services depend on your agreement with them.

To use this service, you must

- have an active vehicle tracking service,
- complete your current vehicle information and the details of your current vehicle tracking service provider on the app,
- have an active tracking system installed and operational in the vehicle, and
- add HelpMe as an emergency contact with your vehicle tracking service provider so we can give them instructions on your behalf.

3.3. Home Alert

If you suspect intruders in your home, swipe the panic button and we will contact you as soon as possible. If you do not answer after three attempts, we will contact your armed response service provider to request that they dispatch their armed response to assist you. We cannot control how and when your armed response service provider will respond, as their services depend on your agreement with them.

To use this service, you must:

- have an active armed response service,
- complete your home address and armed response service provider details on the app,
- add HelpMe as an emergency contact with your armed response service provider so we can give them instructions on your behalf.

3.4. Breakdown Co-ordination

A **breakdown** includes a mechanical or electrical failure of your vehicle to such an extent that the failure prevents the vehicle from being operated entirely or operated safely.

If you have a breakdown and swipe the panic button, we will help you contact your insurance service provider for assistance. If you are not insured or do not

Footer



have breakdown assistance benefits on your insurance, we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers.

3.5. Emergency Medical Co-ordination

A **medical emergency** is an emergency, accident or incident that poses an immediate risk to a member's life.

If you have a medical emergency, we will help you contact and coordinate assistance from your medical aid service provider. If you do not have medical aid, we will help you contact and coordinate with a private ambulance service provider or government-sponsored ambulance services. You will be responsible for paying any service fees directly to the service providers.

We will attempt to contact you up to three times to coordinate the emergency response. If we cannot reach you, we cannot dispatch medical emergency services.

4. PAID-FOR SUBSCRIPTION SERVICES

4.1. Tactical Response

What we cover:

If you have an emergency and need security services, we will dispatch a security reaction unit to your location. When you swipe the panic button, we will contact you as soon as possible. If you do not answer after three attempts, we will dispatch a security reaction unit to the location of your initial panic. If the unit cannot locate you, we will provide them with your last known location, if available to us. For instance, if a live signal is available from the HelpMe app, or we can access an alternative tracking device, such as a car tracking device.

We contract with different PRISA-registered security response companies to provide tactical response in most major metropolitan areas. The armed security reaction unit will drive branded security vehicles and wear a uniform wherever possible. If you are outside our service areas, we will attempt to contact other security services on your behalf, such as the SAPS or safety patrols. Please note that factors such as weather and road conditions may impact response times.

Footer



If there is a delay in response from the security reaction unit, we may dispatch non-security safety patrol service providers to assess the emergency.

What we do not cover:

The armed responders will only come to you when you are outdoors, not at your home, work, or any building or commercial property. They also can't be dispatched to shopping malls, retail areas, festivals, concerts, or any large gathering of people. In those cases, you should contact the SAPS.

Tactical response is not available in small secluded rural areas.

Usage limit:

You may use Tactical Response up to three times per year with a minimum of 30 days between each use. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will co-ordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers. We are under no obligation to assist you when you have reached the usage limit.

4.2. Home Alert Plus

If you suspect intruders in your home, swipe the panic button and an armed response service provider will contact you as soon as possible. If you do not answer after three attempts, the provider will dispatch an armed response unit to assist you.

To use this service you must

- live within an area covered by one of our armed response service providers, and
- complete your up-to-date home address on the app.

Usage limit:

You may use Tactical Response up to three times per year with a minimum of 30 days between each use. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees

Footer



directly to the service providers. We are under no obligation to assist you when you have reached the usage limit.

4.3. Breakdown Response (Basic or Premium)

What we cover:

If your vehicle breaks down, swipe the panic button, and we will provide you with assistance as follows:

- if you have a mechanical or electrical breakdown, flat tyre, flat battery, lockout or run out of fuel, we provide towing service from the place of the breakdown to the nearest repairer. You are covered for a round trip of

Basic Plan	Premium Plan
40 kilometres	100 kilometres

- if your vehicle needs to be towed due to an accident and your vehicle insurance includes a towing service, we will contact and coordinate with your insurance company to have your vehicle towed. If you do not have insurance that covers towing services, we will arrange a towing service for you, and you will be responsible for paying the towing fees.
- if your fuel tank runs empty, we will arrange for a service provider to bring you up to ten litres of petrol. You are covered for a round trip of

Basic Plan	Premium Plan
40 kilometres	100 kilometres

- if you experience a breakdown and be stranded more than 100 kilometres away from home, we will assist with either accommodation or car hire. You must pay for accommodation or car hire upfront and we will reimburse you within 7 days of receiving the proof of payment. You are covered for

Basic Plan	Premium Plan
Maximum R1 000 for 24-hour car hire or overnight accommodation	Maximum R1 600 for 24-hour car hire or overnight accommodation

-

Footer



- If you experience a minor breakdown, such as a flat tyre or keys locked in a vehicle, we will provide relevant assistance to resolve the emergency if possible. We will provide a towing service if the emergency cannot be resolved. You are covered for a round trip of

Basic Plan	Premium Plan
40 kilometres	100 kilometres

- You are covered for assistance with a flat battery once every seven days.
- If you need assistance with a tyre, rim, or undercarriage damage due to poor road conditions or to recover a vehicle stranded in mud, sand or water, you will be responsible for all costs associated with the assistance.

A **round trip** means dispatch from the tow truck standoff point or breakdown depot, to the scene of breakdown, and back.

What we do not cover:

- If a fitment or repair centre is not open to receive the vehicle, the storage cost at the service provider's location will be covered for one night. You are responsible for any additional storage costs.
- If the nearest service provider cannot assist immediately, the vehicle may be towed to an alternative service provider. You are responsible for the additional towing costs.
- Breakdown Response does not cover vehicle salvage in case of an accident.
- Fuel will not be delivered to your home, office, shopping centre or any commercial or residential property.
- Breakdown Response does not cover the cost of a replacement key, key programming, key cutting, replacement batteries for a smart key, or retrieval of a broken-off key from an ignition.

Footer



- If you require assistance in addition to the Breakdown Response services, you are responsible for paying the service provider's fees to them directly.
- If your vehicle insurance covers any Breakdown Response services, we will refer your emergency to your insurance company.
- If you require towing due to a mechanical or electrical failure while the vehicle is under warranty, we will refer your emergency to the vehicle manufacturer or warranty provider.
- Breakdown Response services cover personal use and roadworthy vehicles of up to 3500 GVM only.
- Breakdown Response covers only the vehicle registered on the app. If you need assistance with any other vehicle, you are responsible for paying the service provider's fees. You must keep your vehicle information up to date.

Usage limit:

You may use Breakdown Response up to three times per year with a minimum of 30 days between each use. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers. We are under no obligation to assist you when you have reached the usage limit.

4.4. Breakdown Safety Patrols

What we cover:

If your vehicle breaks down and you feel unsafe while waiting for assistance, you can press the panic button on the app, and we will contact you as soon as possible. You can ask us to send a breakdown safety patrol unit to stay with you until help arrives. If you do not answer after three attempts, we will dispatch a unit to your location.

Footer



What we do not cover:

- Breakdown Safety Patrol units are not armed response units or PRISA registered; they are predominantly tow trucks. They will not be dispatched if you are under personal threat; they merely serve as a deterrent to a possible or potential attacker. If you are under threat, you should contact the SAPS
- Breakdown safety patrol units will not assist you at your home, office, any other building or commercial property.
- If you are outside our service areas, we will attempt to contact other security services, such as the SAPS, on your behalf.

Usage limit:

You may use Tactical Response up to three times per year with a minimum of 30 days between each use. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers. We are under no obligation to assist when you have reached the usage limit.

4.5. Accidental Emergency Evacuation and Emergency Stabilisation

Accidental Emergency Evacuation and Emergency Stabilisation services are provided under a separate insurance policy. When you subscribe, we will provide the policy details, terms and conditions, details of the administrator and insurer.

What we cover:

- The main member, spouse and up to three children (if any) who are involved in an accident are covered for up to R100 000 each for emergency evacuation and in-hospital medical costs for stabilisation and treatment.
- We will arrange guarantees with the nearest hospital while the member is in transit.

Footer



- Details of what is covered will be provided in the policy documents when you subscribe to this service.

What we do not cover:

- You are responsible to cover any costs over and above the limit of R100 000 per member.
- Details of what is not covered will be provided in the policy documents when you subscribe to this service.

4.6. Motormed Assist

What is covered:

If you are a passenger in a vehicle involved in an accident within South African borders, our crisis centre will arrange emergency services to the closest hospital for stabilisation. Thereafter we will assist in arranging transport to the nearest private network hospital.

Motormed Assist provides unlimited private accidental injury treatment, including surgery, hospitalisation, and rehabilitation. Hospitalisation and rehabilitation costs incurred at a MotorMed assist network facility can be recovered from the Road Accident fund. We will transfer your claim to the department that manages the payments between the private healthcare providers and the Road Accident Fund on your behalf.

The accident must be reported to the SAPS within 24 hours, and we require a copy of the accident report.

What is not covered:

- We only cover the main member.
- Accidents outside the borders of South Africa.
- You are not covered if you use your medical aid to pay for treatment.

4.7. Driver Assist

The Driver Assist Subscription includes five services available to the main member only. Please call our crisis centre to request these services.

Footer



4.7.1. Pothole protect

What is covered:

- We will manage your claim with the relevant Roads Agency for pothole or roadworks damage to your tyres, mags and rims that happened in South Africa.
- We will obtain quotes for replacement tyres.
- Proactive follow-ups with the Roads Agency to make sure potholes are repaired to prevent future incidents.
- You may qualify for discounts and preferential rates from our tyre retail partners.

4.7.2. Fines protect

What is covered:

- We will notify you of all fines for minor road indiscretions and give you and quick and easy channel to pay fines.
- We will provide proof that fines have been settled.
- We guarantee a reduction in your fines and 100% discount or recoveries will be paid back to you.
- We provide legal assistance to assess the legitimacy of fines.

4.7.3. Licence protect

What is covered:

We notify you of vehicle licence renewal dates and give you a quick and easy channel to get your licence renewed including:

- access to an easy payment facility,
- proof of licence renewal,
- delivery of the renewed licence to you, and
- assistance if your licence is lost or stolen.

4.7.4. Accident protect

Footer



A **vehicle accident** is a sudden, unexpected, external, and visible event that occurs at an identifiable time and place, which results in damage to your vehicle.

We provide victims of vehicle accidents with immediate access to an effective Road Accident Fund (RAF) claims management system including:

- legal assistance to assess the merits of your claim
- medical assessment and assistance to prepare the reports necessary for the claim
- assessment of the medical expenses incurred as a direct result of an injury
- administrative support to prepare documentation required to submit a claim
- administration of your claim

4.7.5. Bail protect

We provide assistance with posting bail if you are arrested for a minor crime, including:

- 24/7 call centre support
- bail payment of up to R3000
- notifying your family
- advice and representation with regards to your legal rights
- assistance with contacting the police officer on duty to verify the arrest and bail details
- assistance on your behalf where we report to the relevant police station to post bail on your behalf
- after-bail follow up and assistance

We cannot arrange bail unless a charge sheet have been issued by the relevant police station. Until we are able to arrange bail, we will assist with the process by following up with the investigating officer and your family. Bail will be paid directly to the court or police station or to the attorney's trust account. If you

Footer



have a family member, representative or friend available at the police station, we may pay the bail amount to them by EFT.

You must provide the receipt for bail payment to the attorney, their agent or representative within 24 hours of payment.

If you are found not guilty by the court the bail amount will be refunded to the attorney, agent or representative.

What we do not cover

- Bail Services are limited to one bail application per year.
- If you do not appear in court at the appointed date or you do not provide receipt of bail payment to the attorney, their agent or representative within 24 hours of payment, Bail Services will be suspended, unless the bail amount is refunded to the attorney, agent or representative.

5. MYCHILD (FREE)

MyChild subscription services provide a way for you to monitor your child and to get help to them if they have an emergency. We cover children between the ages of nine and 18.

The MyChild subscription includes

- Child Panic Requests
- Real-time Tracking
- Trace my Child's last 24 hours
- Safe Zone Alerts

What we do not cover:

- MyChild assistance will only be provided if the child member is out. We do not cover callouts to your home, office or to any other building.
- If the child member is outside our service areas, we will attempt to contact other security services on your behalf, such as the SAPS.

Footer



- We do not guarantee a child member's safety.

You are responsible for ensuring that the child members have the latest version of the HelpMe app on their phone, that their phone is switched on and have sufficient data available on their phone.

5.1. Child Panic Requests

The main member is responsible for setting up this service and to obtain authority from the child's parent or legal guardian if necessary.

A child member can swipe the panic button when they need assistance. The adult members will receive a panic message from their child within 60 seconds. When a child initiates a panic alert, their location will be sent to the crisis centre every 30 seconds for a period of one hour.

You authorise us to responsibly do whatever we determine is best to protect the interests and safety of the child including tactical responders, private safety patrols, the SAPS, private or public emergency services or other services as deemed necessary. The main member is responsible for payment of any service provider that we reasonably deploy to assist the child, for services that are not covered by your subscription or medical aid.

Our crisis centre and service providers do not assume the responsibility of either a legal guardian, parent or the main member.

Usage limit:

MyChild panic requests are limited to three uses per year and at least 30 days apart. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers. We are under no obligation to assist when you have reached the usage limit.

If the adult members do not respond:

- Our crisis centre will attempt to identify the appropriate help required by the child.

Footer



- We will continue to attempt to contact adult members and emergency contacts until we reach them and to keep them informed.
- If the child needs to be located and secured urgently, we will deploy our closest appropriate responder (e.g., safety patrol or armed response team).
- We will use every available resource at our disposal to ensure the safety of child members. We will never unreasonably refuse to dispatch an appropriate response to a child in distress.

If an adult member responds within 60 seconds:

- If you believe that the child member is in need of urgent assistance and you are unable to provide such assistance, you can notify our crisis centre via the panic button and we will respond accordingly.
- Child members have unlimited responded panic alerts.

Test panic: The child member can test the panic alert service. We will send panic messages to all specified adult members to test the service.

You are responsible for regularly testing the MyChild subscription during office hours (Monday to Friday from 8h30 to 17h00).

5.2. Real-time tracking

- The main member can track any child member at any time.
- The HelpMe app receives the child's location every five minutes during normal usage. To optimise data and battery usage of the child's phone, the app will not update the child's location unless they move more than 10 meters.
- If a child swipes the panic button, the app will receive the child's location every 30 seconds, whether they move around or not.

5.3. Trace my child's last 24 hours

The parent or legal guardian can trace the last 24 hours of the child's movements.

Footer



6. MYCHILD PLUS SUBSCRIPTION

MyChild subscription services provide a way for you to monitor your child and to get help to them if they have an emergency. We cover children between the ages of nine and 18.

The MyChild subscription includes

- Child Panic Requests
- Call me Back Requests
- Real-time Tracking
- Safe Zone Alerts

What we do not cover:

- MyChild assistance will only be provided if the child member is out. We do not cover callouts to your home, office or to any other building.
- If the child member is outside our service areas, we will attempt to contact other security services on your behalf, such as the SAPS.
- We do not guarantee a child member's safety.

You are responsible for ensuring that the child members have the latest version of the HelpMe app on their phone, that their phone is switched on and have sufficient data available on their phone.

6.1. Child Panic Requests

The main member is responsible for setting up this service and obtaining authority from the child's parent or legal guardian if necessary.

A child member can swipe the panic button when they need assistance. The adult members will receive a panic message from their child within 60 seconds. When a child initiates a panic alert, their location will be sent to the crisis centre every 30 seconds for a period of one hour.

You authorise us to responsibly do whatever we determine is best to protect the interests and safety of the child including tactical responders, private safety patrols, the South African Police Services, private or public emergency services or other services as deemed appropriate. The main member is responsible for

Footer



payment of any service providers that we reasonably deployed to assist the child, for services that are not covered by your subscription or medical aid.

Usage limit:

MyChild panic requests are limited to three uses per year and at least 30 days apart. If you have reached the limit, our crisis centre may dispatch services at our discretion, and we will coordinate with relevant service providers on your behalf. You will be responsible for paying any service fees directly to the service providers. We are under no obligation to assist when you have reached the usage limit.

If the adult members do not respond:

- Our crisis centre will attempt to identify the appropriate help required by the child.
- Our crisis centre and service providers do not assume the responsibility of either a legal guardian, parent or the main member.
- We will continue to attempt to contact adult members and emergency contacts until we reach them and to keep them informed.
- If the child needs to be urgently located and secured we will deploy our closest appropriate responder (e.g., safety patrol or armed response team).
- We will use every available resource at our disposal to ensure the safety of child members. We will never unreasonably refuse to dispatch an appropriate response to a child in distress.

If an adult member responds within 60 seconds:

- If you believe that the child member is in need of urgent assistance and you are unable to provide such assistance, you can notify our crisis centre via the panic button and we will respond accordingly.
- Child members have unlimited responded panic alerts.

Test panic: The child member can test the panic alert service. We will send panic messages to all specified adult members to test the service.

Footer



You are responsible for regularly testing the MyChild subscription during office hours (Monday to Friday from 8h30 to 17h00).

6.2. Call me back requests

Child members have up to five free call me back requests to specified adult members available per year.

6.3. Real-time tracking

- The main member can track any child member at any time.
- The HelpMe app receives the child's location every five minutes during normal usage. To optimise data and battery usage of the child's phone, the app will not update the child's location unless they move more than 10 meters.
- If a child swipes the panic button, the app will receive the child's location every 30 seconds, whether they move around or not.

6.4. Safe Zone Alerts

- You can set a safe zone for each child within the parameters available in the app.
- If the child leaves a safe zone or their battery drops below 20%, a message will be sent to the specified adult members.
- The HelpMe app receives the child's location every five minutes which means that adult members will be notified of a child leaving the safe zone within five minutes.

6.5. Trace my child's last 24 hours

The parent or legal guardian can trace the last 24 hours of the child's movements.

7. MYCHILD DATA FREE PANIC SUBSCRIPTION

The Data Free Panic Subscription is an optional extra subscription allows the MyChild services to work even if there are no data available on the child

Footer



member's phone. We depend on mobile network coverage and you must ensure that the child member's phone is connected to a mobile carrier.

You must purchase a Data Free Panic Subscription per child member that you want to cover with this service.

You may use four Data Free alerts per month for each of the MyChild services per subscription, i.e., four data free Panic Requests, four data free Call Me Back requests, four Real Time Tracking events and four Safety Zone Alerts per month.

You are responsible for ensuring that the child members have the latest version of the HelpMe app on their phone, that their phone is switched on and connected to a mobile carrier.

8. INTERRUPTIONS TO AND DELAYS IN SERVICES

We do our best to maintain services, but we cannot guarantee 100% availability. Our services may be interrupted or delayed, for instance due to

- a technical failure, e.g., a communication network we rely on is interrupted or unavailable;
- a government or regulatory authority requires us to change or stop a service;
- a member not having sufficient data available to use the app;
- circumstances beyond our control such as natural disasters, civil or military insurrection, political or civil disturbance, or load shedding;
- strikes or other industrial action;
- prevailing circumstances at the time of your request for services such as peak traffic congestion, weather conditions and your location;
- a member switching off location-based services on their phone.

If you miss a subscription payment, you will not have access to paid-for subscription services until we receive payment.

You cannot hold us liable for any harm, injury or death if our services are interrupted or delayed, and we will not refund any subscription fees.

Footer



9. RULES

HelpMe services are only available to private individuals and are only available to children between the ages of nine and 18 years if you subscribe to MyChild services. You can add up to two adult members and three child members to your subscription, with a maximum of five members in total.

You cannot transfer services to non-members. You must not conspire with non-members to use the services. If we reasonably believe that this has happened, we will suspend your services.

HelpMe services are available only within South Africa and some services are limited in rural areas. All services, except for Home Alert, are for use while you are travelling or away from your home, school or work.

You must keep your information up to date.

Some of our services work only if a member allows location-based services on their phone. Any member(s) may withdraw consent for the HelpMe app to use location-based services by changing the settings on their phone which will prevent the use of some of the HelpMe app services. This may happen even if you are paying a subscription fee and will not affect your liability for paying the subscription fee.

We reserve the right to cancel the dispatch of emergency services if our crisis centre agents reasonably believe that your emergency falls outside the scope of our services. We cannot be held liable if this happens.

We reserve the right to change the rules and limitations applicable to services at any time by updating these terms and publishing it on our website.

All content and intellectual property in the HelpMe app and service are owned by us or our licensors. You must not copy, modify, distribute, or reverse engineer the app or any of its components.

Footer



10. PAYMENT TERMS

Subscriptions must be paid by debit order monthly in advance and paid-for subscription services will be active from the first debit order payment date. We use DebiCheck or similar services to collect payments.

We will collect debit orders due for payment in January in advance between the 15th and the 25th of December, notwithstanding your usual debit order payment date.

11. CHANGING YOUR SUBSCRIPTION

11.1. Changes to your subscription

You may add or remove subscription services and add or remove members (subject to the limitation on total membership) at any time by contacting our client services department at 0860 333 343. You will be required to sign a new debit order form to effect changes to your monthly subscription payments.

Changes will be effective from the next debit order payment date. We will not give you a pro rata refund when you remove a member or a service, the member will be covered, and the service will stay active until the next debit order payment date.

11.2. Cancelling your subscription

Either of us may cancel a subscription or all subscription services by giving one month's notice.

Please contact our client services department at 0860 333 343 if you want to cancel subscriptions.

12. YOUR INFORMATION

To use the services, you must share your personal information us. We will use it only to communicate with you and to provide our services. For some services, we need to share your information with our service providers so that they can assist

Footer



you in an emergency. You can read more about how we use your personal information in our Privacy Notice.

We undertake to:

- use your personal information only for the purposes of providing the HelpMe services and to contact you about our services;
- delete or destroy information that is no longer necessary for us to provide services, for valid business purposes or as required by law;
- keep your personal information secure and confidential;
- only share your personal information with service providers who have undertaken to keep your information confidential and secure; and
- never sell your personal information, unless we have your consent to do so.

13. IF THINGS GO WRONG

We appreciate your feedback regarding our services. If you have a complaint, we will contact you within 24 hours to get relevant information. We will investigate, address and provide feedback to a complaint within five business days.

Any disputes arising from this agreement will first be referred to arbitration in accordance with the rules of the Arbitration Foundation of South Africa and the arbitration will be held in Durban, Kwazulu Natal.

14. LIMITS TO OUR LIABILITY

Our services do not guarantee your safety or the provision of assistance, it allows you to indicate that you need assistance, and we endeavour to help you get assistance.

We will not be responsible to respond or provide services if you swipe the panic button more often than the limitations applicable to each service.

Footer



We are not responsible if the information you provided is incorrect or out of date.

We, our crisis centre, affiliates and service providers are not responsible or liable for any harm, injury or death of a member, child member or anyone else that may occur while we provide the services, or due to our failure to provide services. None of the members can hold us, our crisis centre, affiliates, and service providers liable for any action where we responded in a reasonable manner and with reasonable service based on the information available to us.

You cannot hold HelpMe, our crisis centre, affiliates and service providers liable for any special, indirect, consequential or economic loss, costs, damages, charges or expenses suffered by any member or anyone else that arises from the occurrence of any incident that may occur prior to our service provider arriving at the location of the panic being triggered.

15. INDEMNITY

You indemnify us, our crisis centre, affiliates, and service providers against any liability related to the services if:

- we are unable to provide our services due to a member switching off location-based services on their phone;
- a member does not have the latest version of the HelpMe App installed, have not tested it, does not have their phone switched on and does not have sufficient data or power to use the services; and
- a member not complying with these terms and conditions or requesting services that fall outside our commitments.

16. ABOUT THIS CONTRACT

We may change the terms of this agreement from time to time. We will always publish the latest version on our website and notify you on the app or via email.

This agreement is governed by the laws of South Africa.

Footer

