



When You Need It Most

TERMS AND CONDITIONS FOR THE USE OF THE HELP MOBILE APP AND THE SERVICES OFFERED VIA THE SAID APP BY HOSPITAL EMERGENCY LIFESTYLE PRODUCTS – HELP PROPRIETARY LIMITED (Co. Reg. No.: 2014/167409/07).

Please read the following terms and conditions carefully before deciding on registering and using the "HELP" Application ("the Application/ App").

1. Introduction

- 1.1. Hospital Emergency Lifestyle Products Proprietary Limited ("HELP") ("**we**", "**us**" or "**our**") is committed to providing service of the highest standard to all who access ("**the User**", "**the recipient**", "**you**" or "**your**") the HELP mobile application ("HELP") and who access the services provided through HELP by third-party armed response service providers co-ordinated by Aura.
- 1.2. The terms and conditions of use contained below ("**the Terms**") shall govern your use of HELP as well as any other person using your account through you together with all services associated therewith as well as the relationship between Users, HELP and/or Aura.
- 1.3. By accessing and using HELP, you agree to be bound by the Terms. If you do not wish to be bound by the Terms, you may not access, display, use, or download HELP and your election to access display, use or download HELP shall constitute your acceptance of the Terms.
- 1.4. We shall, from time to time at our sole election, be entitled to modify these Terms and your continued use of HELP, will be subject to the terms and conditions in force at the time of use. Accordingly, we kindly request that you review these Terms periodically as your continued access or use of HELP shall be deemed to signify your acceptance of the amended Terms.
- 1.5. We reserve the right at any time to change or discontinue, without notice, any aspect, feature or service offered by way of HELP.
- 1.6. The Terms shall apply, with such contextual changes as may be necessary, to users who use HELP through a third-party integration onto Aura's platform such as "**AURA**" ("**the Integration**") and to users, who download HELP directly from an App store with the intention of utilising HELP for their personal, non-commercial use.

2. Agreement

- 2.1. These Terms govern all aspects of your access to and use of HELP as well as any associated applications, websites, content, products and/or services.
- 2.2. Your election to access and use HELP and the services provided through or via Aura creates a binding contractual relationship between you and us, governed in all respects by these Terms (as may be amended from time to time).

3. Use of HELP

- 3.1. HELP uses a technology-based platform which allows users to download the application onto their mobile device Internet of Things "**IoT**" Device and/or computer ("**the Device**"). Once downloaded, users are granted access, through a virtual panic button, to armed response services provided by independent third-party armed response service providers ("**Responders**") who might be nearest to the user at the time of the activation ("**the AURA Services**").
- 3.2. If the HELP services are stipulated by the integration through which you access HELP, to be accessible only within a certain geographic area, for example Centurion, if using HELP through the HELP platform, HELP shall only provide responses in the applicable area and shall not be obliged to provide responses in any other geographic area.
- 3.3. The user acknowledges, that HELP will be providing the Aura services in circumstances which by its very nature, may be dangerous and potentially life threatening to the user. The HELP services are in no way intended to limit or reduce the user's risk of violent crime or other such threat and should in no way be viewed as a preventative measure. The HELP services are intended to support, if possible, users who might become the victims of criminal activity by providing such users with access to responders in the user's vicinity.
- 3.4. Further to the above, and as will be dealt with more fully below, HELP, its directors, employees, partners and financiers accept no responsibility or liability for any malady, incident harm and/or loss that may occur or be suffered by a user while using HELP.
- 3.5. You agree that in using HELP, you will comply with the following:
 - 3.5.1. Without separate written permission from HELP in advance, you may not:
 - 3.5.1.1. reuse or "scrape" HELP's data for use in another service or website;
 - 3.5.1.2. attempt to circumvent any controls or limitations HELP has placed on User's ability to access the App or information on the HELP Service, including by means of robot exclusion headers;
 - 3.5.1.3. use any bots, scrapers, brute-force tools, or other automated methods for accessing, slowing down, or disabling the HELP

Services or otherwise interfering with the proper function of the HELP App; and

- 3.5.1.4. frame, “mirror”, or otherwise incorporate any part of the HELP Service into any other App, website or service.
 - 3.5.2. In addition to the foregoing, you may not use HELP, without written consent and/or prior arrangement, for commercial purposes including but not limited to, using the HELP Services to provide security and/or armed response services to the public at a mark-up, the HELP Services are intended to be provided for the personal non-commercial use of the users only and for no other purpose.
- 3.6. You may not use the Application for any purpose that is unlawful or prohibited by these Terms of Service, any applicable additional or amended Terms of Service, or any other conditions or notices that are made available on the Application or Website. Unauthorised use of this Application may result in HELP instituting a claim for damages against you or you may be found guilty of a statutory and/or criminal offence.
- 3.7. You must be 18 years of age or over to download, install, access or use the Application. Subscribers under the age of 18 shall obtain consent from a parent or guardian prior to downloading, installing, accessing or using the Application.
- 3.8. By using or accessing the Application, you agree to refrain from the following conduct:
 - 3.8.1. transmitting other codes or malware of a destructive nature;
 - 3.8.2. intercepting any data or personal information of any Subscriber or third party transmitted on or via the Application;
 - 3.8.3. using the Application to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory;
 - 3.8.4. performing any action that may disable, override or impair the efficient and/or proper operation or working of the Application;
 - 3.8.5. sharing content, taking or mobilising action using the Application in a way that infringes or violates any person’s rights or the laws of any jurisdiction;
 - 3.8.6. utilising the Application for any illegal or unauthorised purposes; and
 - 3.8.7. violating any laws in any jurisdiction, including but not limited to any intellectual property laws.
- 3.9. Any act or omission which results in a failure to abide by the restrictions set out, as determined by HELP in its sole discretion, will result in immediate suspension or termination of the account.
- 3.10. Unauthorised use of the Application includes engaging personally or permitting a third party to engage in the following activities:

- 3.10.1. copying, adapting, modifying, publishing, republishing, distributing or redistributing this Application or the material on the Application without HELP' prior written consent;
 - 3.10.2. using any automated data collection, data mining or data gathering methods of any kind in relation to the Application;
 - 3.10.3. reverse engineering, disassembling, decompiling, transferring, exchanging or translating the source code of the Application.
 - 3.10.4. making and distributing copies of the Application or allowing such activity by third parties on Subscriber behalf;
 - 3.10.5. creating derivative works of the Application of any kind.
- 3.11. Failure to comply with these provisions will result in your account being deactivated without prior notice. In addition, HELP reserves the right to report any violation of these provisions to applicable legal authorities and you may be personally liable to criminal sanctions applicable to the misconduct in question (fines and/or imprisonment), in addition to any applicable civil damages.
- 3.12. No information whether oral or written or digitally obtained or displayed, obtained by the user from HELP will create or be deemed to create any warranty whatsoever in relation to such information, its use, intended use or the HELP services.

4. Fair Usage

- 4.1. The provision of Responses is a labour-intensive process that is limited by the number of Responders available at any time. We wish to give all users access to Responders in emergency situations and in doing so, will implement the following Fairs Usage policy:
- 4.1.1. All users will be limited to 4 (four) standard Responses per year which may be used by you at the ordinary applicable tariff ("**Response Limit**").
 - 4.1.2. Once you have used your Response Limit, HELP may, depending the circumstances and availability of Responders, either:
 - 4.1.2.1. Refuse to provide further Responses to you; or
 - 4.1.2.2. Provide Responses to you at a substantially higher cost than its ordinary per Response charge. This surcharge will be a minimum of 10x (ten times) the ordinary Response charge depending on the number of further Responses utilised following exceeding the Response Limit.
 - 4.1.3. BY USING HELP, YOU HEREBY AGREE TO HELP'S FAIR USAGE POLICY AND HEREBY INDEMNIFY HELP, AND RAPPID AGAINST ANY HARM, LOSS OR DAMAGE OF WHATSOEVER NATURE AND HOWSOEVER ARISING SHOULD HELP REFUSE A RESPONSE ACTIVATED BY YOU OR THROUGH YOUR ACCOUNT.

5. Third Party Responders

- 5.1. As part of the HELP Services, Aura has sourced a network of third-party Responders (defined elsewhere in these Terms as “**the Responders**”) including independent armed response service providers who have been sub-contracted by Aura to provide their services to the Users, on an ad hoc basis using the HELP platform.
- 5.2. Whilst HELP will use its best efforts to ensure that all responders are PSIRA compliant and uphold the highest standards of care in the exercise of their functions, you hereby acknowledge that HELP does not itself provide any armed response services and relies upon its responder network who are not employees or agents of HELP and operate as independent contractors utilising HELP’s platform to accept ad hoc panic activations from time to time. We accept no liability of whatsoever nature or howsoever arising for any act or omission of a responder or anyone associated therewith and agree only to facilitate access to such responder and nothing more or less.
- 5.3. The provision of armed response services shall at all times be dependent upon the availability and proximity of responders. By using HELP, you hereby acknowledge and agree that HELP, its directors, employees and financiers have no control over whether a responder accepts a panic activation or not and accordingly, we accept no liability and/or responsibility for their conduct including but not limited to any act or omission of a responder in either accepting or declining a request for armed response received via the HELP app.
- 5.4. FOR THE SAKE OF CLARITY, AND TO AVOID ANY CONFUSION, WE ARE NOT ABLE TO GUARANTEE RESPONDER RESPONSE TIMES, ACCESS TO RESPONDERS AND/OR THE AVAILABILITY OF RESPONDERS AT ANY GIVEN TIME AND DO NOT ACCEPT ANY LIABILITY OR RESPONSIBILITY OF WHATSOEVER NATURE AND HOWSOEVER ARISING FOR A RESPONDER BEING UNAVAILABLE TO RESPOND AND/OR FAILING TO RESPOND TO A REQUEST FOR A RESPONSE RECEIVED VIA HELP.

6. License

- 6.1. Subject to your compliance with these Terms, HELP grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferrable license to:
 - 6.1.1. Access and use HELP on your chosen Device/s for the sole purpose of the HELP Services; and
 - 6.1.2. Access and use any content, information and related materials that may be made available through HELP and/or the HELP Services, in each case solely for your personal, non-commercial use. Any rights not expressly granted herein are reserved by HELP.

7. Payment

- 7.1. All payments in terms of or arising out of your use of HELP, shall be made free of bank exchange, commission and all other deductions to HELP.
- 7.2. Neither party shall have the right to defer, adjust or withhold any payment due to the other in terms of or arising out of the Terms or to obtain deferment of judgment

for such amount or any execution of such judgment by reason of any set-off or counterclaim of whatsoever nature or howsoever arising.

- 7.3. HELP RESERVES THE RIGHT, DEPENDING ON THE MANNER IN WHICH YOU UTILISE HELP, TO CHARGE YOU A MANDATORY MONTHLY FEE WHICH IT SHALL COLLECT FROM YOUR CREDIT CARD ON A MONTHLY BASIS ("**THE MONTHLY FEE**"). THE MONTHLY FEE WILL BE DISPLAYED ON THE APP OR WILL BE INDICATED TO YOU BY HELP IN WRITING BY E-MAIL.
- 7.4. Refunds will be dealt with on an ad hoc basis.
- 7.5. By downloading the App and/or using the Integration, as the case may be, you agree in addition to any applicable Monthly Fee, that each Response requested, no matter the outcome, shall be charged at the tariff applicable and displayed on the App which shall be deducted by HELP from a credit card provided by you for such purpose or through the Integration on the terms more fully outlined in the Integration agreement that has been concluded between you and your third party service provider.
- 7.6. The prices quoted on HELP will be subject to fluctuation without prior notice and will depend on *inter alia* the availability and proximity of Responders, the area in which HELP is used, the number of users using HELP at any given time, time of day and/or time of the year, in accordance with a standard pricing scale. In addition, the Monthly Fee shall be subject to inflationary increases which HELP shall be entitled but not obliged to apply on a yearly basis.
- 7.7. By accepting the HELP Service and utilising HELP, you expressly agree to the charge displayed thereon, regardless of whether it might be greater than a previous charge levied whilst using HELP and accepting the HELP Service as prompted on the App shall automatically and irrevocably result in liability for the charged displayed thereon.
- 7.8. Once you have accepted the HELP Services, as prompted on the app, you thereby, and by providing your credit card details to HELP when creating and/or updating your profile, unequivocally authorise HELP to recover such charge (Monthly Fees and Fees for HELP Services) from your credit card electronically.

8. **Circumstances beyond the Parties Control**

- 8.1. If HELP and/or any third-party Responder is prevented or restricted, directly or indirectly, from carrying out all or any of its obligations under this Agreement by reason of strike, power failure, network failure, internet downage, fibre cable downage, mobile network downage, server failure, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or a breakdown in transportation facilities, civil commotion, unrest or disturbances, cessation of the Party labour, government interference or control, or any other cause or contingency beyond the control of that Party, the Party so affected shall be relieved of its obligations under this Agreement during the period that such event and its consequences continue, but only to the extent so prevented and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damages either general, special or consequential which the other Party may suffer due to or resulting from such delay or failure, provided always, save in the event of

an unannounced municipal power failure or power failure at the Premises, that written notice shall forthwith be given of any such inability to perform by the effected Party.

- 8.2. Any Party invoking the abovementioned provisions, shall upon termination of an event giving rise thereto, forthwith give written notice of such ending to the other Parties.

9. **Copyright, Intellectual Property and Trademarks**

- 9.1. The HELP Service and all information, data materials and other content available through the App, including, but not limited to, the App name, website domain name, the HELP logo(s) and all designs, text, documents, graphics, software including but not limited to both source and object code, sound files, other files and the selection and arrangement thereof are the proprietary property of HELP and as the case may be, its associates, suppliers and licensors and are protected by South African and international intellectual property laws. HELP and its associates, suppliers and licensors reserve all right, title, and interest, including all intellectual property rights, in and to all such information, data, and other content and materials.
- 9.2. HELP and the HELP logo(s) are trademarks of HELP or one of its associated companies, and may not be copied, imitated or used, in whole or in part, without the prior written permission of HELP or the relevant company owning the said trademark. You understand that reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise, does not constitute or imply endorsement, sponsorship, or recommendation thereof by us, or vice versa.
- 9.3. You may access, display, download and otherwise use the current and future content of the App for your personal, non-commercial and information purposes only. Any other use, including reproduction other than as aforesaid, amendment/modification or distribution, without our prior written consent, is strictly prohibited and constitutes an unlawful infringement of our intellectual property rights which the User acknowledges has the propensity to cause HELP, and/or their associated companies damage.

10. **Verification**

- 10.1. The use of HELP and access to the Aura Services, may require that a user profile is created which contains your specific information. You must be at least 18 years of age, to create an HELP Profile which will require you to submit personal information, including but not limited to your name, address, mobile phone number and age, as well as a valid credit card to facilitate payment for the HELP Services. By using and continuing to use HELP you agree to maintain accurate, complete, and up-to-date information insofar as your profile is concerned. Your failure to maintain an accurate, complete, and up-to-date profile, including having an invalid or expired credit card, may result in you losing access to the HELP Services. You are responsible for all activity that occurs on or through your profile and you agree to maintain the security and secrecy of your profile including your secret password at all times.

- 10.2. The User hereby acknowledges and agrees that HELP shall be entitled but not obliged to establish the authenticity of any communication transmitted to it by way of the Internet or through the App which purports to emanate from such user.
- 10.3. The user agrees that all instructions, consents, commitments, and any other communications which purport to emanate from the user and which are sent to HELP by way of the internet or through the app and which may (as a result of, inter alia, interception, equipment malfunction, the distortion of communication links or any other reason whatsoever) be different from the details actually sent or given, or may not have been given by the user at all, shall be deemed to have been given by the user in the form actually received by HELP and the user will be bound by such details with no liability whatsoever attaching to HELP in regard thereto.
- 10.4. The user waives any rights the user may have or obtain against HELP arising directly or indirectly from any loss or damage of whatsoever nature which the user may suffer as a result of the fact that HELP acts on the user's instructions or instructions purported to emanate from the user.
- 10.5. The user agrees to and hereby indemnifies and holds HELP harmless against all and any claims, liabilities, losses, costs, fines, damages and expenses incurred (whether directly or indirectly) by the user, arising as a result of the fact that HELP has acted on the user's instructions or instructions which purport to emanate from the user.

11. System Availability

- 11.1. HELP shall use its reasonable best endeavours to keep the system available and maintain full system functionality at all times. Due to a number of possible unforeseen circumstances, including but in no way limited to connectivity, mobile network connection, server availability and/or failure, internet connection and/or failure electrical connection, software functionality, hardware functionality, virus, general network failure, and/or third-party Responder availability, it may not always be possible for HELP to maintain perpetual system availability and should, for any reason whatsoever, HELP be unable to maintain the availability of the HELP Services, the User agrees that HELP shall not be liable to the User or any other person in respect of any loss or damage arising from the unavailability of, or interruption in, the HELP Service.
- 11.2. HELP reserves the right to discontinue providing the HELP Services without notice to the User.

12. Warranties, disclaimer and exclusion of liability

- 12.1. The user warrants that every instruction and all information given by the user to HELP shall be accurate, true and in all respects correct. HELP makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding, without limitation, the app, the qualification, professionalism, competence and suitability of the responders or any one of them, the website, its content and/or accuracy thereof, any third-party services provided via HELP or the suitability of any of the HELP services for a particular purpose or the effectiveness of any security or encryption facilities.

- 12.2. HELP does not warrant that the functionality provided by HELP will be uninterrupted or error free, or that HELP or the server that makes it available are free from viruses or other harmful components.
- 12.3. HELP, its directors, employees, agents or representatives shall not be responsible for any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever or howsoever arising which may be suffered by the user, the recipient of any services or any third party arising from or as a result of the use of HELP or the Aura services, or as a result of or which may be attributable (directly or indirectly) to the user's use of or reliance on HELP, including but not limited to:
 - 12.3.1. Any information provided thereon;
 - 12.3.2. The Aura services provided by HELP;
 - 12.3.3. Third party services provided via HELP including that provided by the responders;
 - 12.3.4. Any viruses that may infect your device or other property on account of your access to and/or use of the app and/or website;
 - 12.3.5. The efficacy of any security or encryption facilities; or
 - 12.3.6. The internet.
- 12.4. By downloading, utilising, accessing and operating HELP, you hereby expressly acknowledge and agree:
 - 12.4.1. The Aura services provided by HELP and/or the third-party responders forming part of the responder network are provided as a deterrent to the commission of criminal activity and are not intended as a preventative measure in respect of such activity.
 - 12.4.2. The HELP services are not intended to constitute or replace an insurance policy and it is hereby recorded that no warranty of whatsoever nature is provided by HELP in relation to any services rendered by HELP and/or third-party responder to the recipient.
 - 12.4.3. HELP will not be held liable for any act or omission whether such act or omission is negligent or grossly negligent of any responder within the service provider network or any of their staff, employees, agents or associates of HELP and/or the responders or any one of them and the recipient hereby indemnifies HELP against any direct, indirect, incidental, special, punitive, or consequential damages, or damages for loss of profits, revenue or any other damage of whatsoever nature incurred by you or anyone using the app through your account, or any third-party, arising from or in connection with any contract or relationship between you and HELP.
 - 12.4.4. In the event that it is found by a tribunal, or arbitrator court, that HELP is liable in law to you or any third-party arising from HELP and/or any of the Aura services and/or any of the third-party responders within the service provider network's conduct, it is expressly recorded that such liability shall be limited to the total value of the HELP services utilised by you over the

preceding 12 (twelve) month period prior to the date such claim is instituted or an amount of R100,000.00 (one hundred thousand rand) whichever amount is lesser.

12.5. The parties agree, that the limitation of indemnity contained in this agreement is an irrevocable limitation and shall take precedence over any other indemnity or limitation contained in any other agreement concluded by the recipient.

12.6. It is hereby recorded and agreed that HELP accepts no responsibility whatsoever to you or any of its users including but not limited to users using HELP through you, for the functioning of HELP or the integration including but not limited to:

12.6.1. App functionality;

12.6.2. Any malfunction in the HELP platform;

12.6.3. Any malfunction in the recipient's app;

12.6.4. Any malfunction in the responder's app; and

12.6.5. Any malfunction in relation to integration.

13. Cancellation

13.1. The subscription can be cancelled by giving 30 (thirty) days' notice in writing.

13.2. The written notice must be e-mailed to HELP at info@help-sa.co.za

13.3. Cancellation due to non-payment

The service will be cancelled automatically if a payment is not successful on the third attempt.

13.4. Re-activation

The service can be reactivated when a successful payment is made.

14. Termination

14.1. These Terms will continue to apply until either the User or HELP terminates the HELP Services. If you connect to the HELP Service using your mobile phone you may terminate the HELP Services at any time by deleting the App from your mobile phone, de-activating your HELP Account and no longer using the Service or by sending a notice confirming such termination to HELP by email to adrian@HELP.co.za. HELP may suspend a User's access to the HELP Service and/or terminate the User's continued use of the App at any time, with or without notice to you:

14.1.1. If the User is in breach of any other provision of these Terms or if you make unauthorized use of the HELP Service;

14.1.2. If HELP elects at its discretion to cease providing access to the HELP Service in the jurisdiction where the User resides or from where the User's attempting to access the HELP Service; or

14.1.3. In other reasonable circumstances as determined by HELP at its discretion.

14.2. The provisions of these Terms that are intended by their nature to survive the termination of the HELP Services will survive the termination thereof.

15. Updates

The User accepts and agrees, by using HELP that the user has the obligation to update the App if there are new releases. The User further understands and agrees that we may access, collect, and use information, which may include personally identifiable information, which your mobile device automatically makes available to the HELP app, consistent with our Privacy Policy <https://help-sa.co.za/privacy-policy/>

16. Device Requirements and Compatibility

- 16.1. HELP does not warrant that the Application will be compatible with Subscribers' mobile device.
- 16.2. The availability of the Service is subject to the following requirements for the functionality of the Application:
 - 16.2.1. the mobile communication device used to access the Application must be powered on;
 - 16.2.2. the mobile communication device used to access the Application must not be damaged such that it is unable to communicate (transmit) data to the Aura Control Room;
 - 16.2.3. the mobile communication device used to access the Application shall have text messaging capability;
 - 16.2.4. the mobile communication device used to access the Application must be within the relevant Subscribers' communication network operator's data coverage area and the Subscribers' data communication services from the relevant network operator must be enabled and operational; an
 - 16.2.5. the (global positioning facility) GPS on the mobile communication device used to access the Application must be enabled.
- 16.3. The terms of agreement with the Subscribers' respective mobile communications network provider will continue to apply when using the Application.
- 16.4. HELP shall not be liable for any communication, software or hardware costs the Subscriber may incur in connection with access or use of the Application.
- 16.5. he Subscriber accepts and agrees, by using the App that the App Holder has no obligation to maintain, support, upgrade, or update the recipient's app and/or a Responder's app, or to provide all or any specific content through the App. The Subscriber further understands and agrees that we may access, collect, and use information, which may include personally identifiable information, which Subscriber mobile device automatically makes available to the Platform, consistent with our Privacy Policy.

17. Arbitration, Jurisdiction and Domicilium

- 17.1. This clause 17 is a separate, divisible agreement from the rest of the Terms and shall-
 - 17.1.1. not be or become void, voidable or unenforceable by reason only of any alleged misrepresentation, mistake, duress, undue influence, impossibility (initial or supervening), illegality, immorality, absence of consensus, lack of authority or other cause relating in substance to the

rest of the Terms and not to this clause 17. HELP and the User intend that any such issue shall be subject to arbitration in Terms of this clause 17; and

- 17.1.2. remain in effect subsequent to the termination of the User's use of the Website and/or cessation of the service.
- 17.2. Save to the extent to the contrary provided for in these Terms any dispute arising out of or in connection with the User's use of the Website or arising from these Terms including, without limitation, any dispute concerning-
 - 17.2.1. the existence of these Terms apart from this clause 17;
 - 17.2.2. the interpretation and effect of these Terms;
 - 17.2.3. the Parties' respective rights or obligation under these Terms;
 - 17.2.4. the breach, termination or cancellation of these Terms or any matter arising out of such breach, termination or cancellation; and/or
 - 17.2.5. damages in contract, in delict, compensation for unjust enrichment or any other claim, whether or not the rest of these Terms apart from this clause¹⁶, are valid and enforceable;

shall be decided by arbitration as set out in this clause¹⁷.
- 17.3. HELP, and the User ("**the Parties**") or ("**Party**") as the context may indicate shall agree on the arbitrator. If agreement is not reached within 5 (five) Business Days after any Party in writing calls for agreement, the arbitrator shall be a practicing senior counsel who is a member of the Johannesburg Bar Council of at least 15 (fifteen) years' standing, nominated at the request of any Party by the chairman for the time being of the Johannesburg Bar Council.
- 17.4. The request to nominate an arbitrator shall be in writing outlining the claim and any counterclaim of which the Party concerned is aware and, if desired, suggesting suitable nominees for appointment, and a copy shall be furnished to the other Parties who may, within 5 (five) Business Days, submit written comments on the request to the addressor of the request.
- 17.5. The arbitration shall be held in Johannesburg and the Parties shall endeavour to ensure that it is completed within 90 (ninety) working days after notice requiring the claim to be referred to arbitration is given.
- 17.6. The proceedings in the arbitration shall as far as practicable take place in private and be kept confidential.
- 17.7. The arbitration shall be governed by the Arbitration Act, No. 42 of 1965, as amended, or any replacement enactment and shall take place in accordance with the Uniform Rules of the High Court of the Republic of South Africa, or such other rules as the arbitrator may deem appropriate.
- 17.8. The decision resulting from such arbitration, shall absent a manifest error, be final and binding upon the Parties, and may be made an order of any court of competent jurisdiction.

17.9. This point 17 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.

17.10. Notice of a dispute or pending arbitration proceedings shall not entitle any Party to suspend compliance with any of its obligations in terms of these Terms.

17.11. The costs of the arbitrator and the venue shall be borne by the Parties on an equal basis until the outcome of the arbitration and an award relating to costs is made.

17.12. HELP confirms the domicilium citandi et executandi for all purposes associated with the Application, transactions pertaining to the Application, including the giving of any notice, the payment of any sum, the serving of any process, as follows:

Hospital Emergency Lifestyle Products - HELP Pty Ltd
1 Marikana Cres, Morningside,
Sandton, 2196, South Africa
Electronic mail address: info@help-sa.co.za

The Subscriber:

The address listed by the Subscriber in its registration on the Platform shall be deemed to be the address chosen by the Subscriber for the serving of any process.

17.13 HELP does not receive legal notice or accept the serving of documents attached to legal processes on HELP by electronic mail.

18. Severability

This Agreement shall apply to the fullest extent permissible by law. If any provision of the Agreement is unlawful, void or unenforceable, that provision shall be deemed severable from the remaining provisions and shall not affect the validity and enforceability of the remaining provisions.

19. Ending a Session

You must leave the HELP app once you have finished using the HELP Services. If you do not do this, unauthorised transactions may result, for which you will be liable, HELP accepts no responsibility or liability for will not be liable.

20. Electronic Communications and Transactions Act

20.1. This clause contains further information on HELP and represents the information that must be provided by HELP to the Subscriber in compliance with Section 43 of the Electronic Communications and Transactions Act 25 of 2002. Subscribers are advised to regularly check this section of the Terms of Service for any amendments or updates.

- Full Name: Hospital Emergency Lifestyle Products – HELP Pty Ltd
- Legal Status: Private Company
- Company Registration Number: **2014/167409/07**
- Directors: Adrian Broom, Tony Farah, Joseph Winer, Mubeen Noorbhai
- Physical Address for receipt of legal documents: 1 Marikana Crescent Morningside, Sandton, 2196, South Africa

- Telephone Number: +27 10 4934785
 - E-mail: info@help-sa.co.za
 - Website Address: www.help-sa.co.za
-
- Membership to self-regulatory and/or accreditation bodies: None
 - Description of products and/or services offered: Mobile Safety App
 - Full price of products and/or services offered: As per pricing guidelines on website
 - Manner of payment for products and/or services offered: Credit Card and Voucher based.
 - Manner and period within which consumers can access and maintain a full record of applicable transactions: Subscribers can access their incident history for a period of three years through the mobile app
 - Return, Exchange and Refund Policy: As per agreement with device supplier.
 - Alternative Dispute Resolution code to which HELP subscribes: The arbitration shall be governed by the Arbitration Act, No. 42 of 1965, as amended, or any replacement enactment and shall take place in accordance with the Uniform Rules of the High Court of the Republic of South Africa, or such other rules as the arbitrator may deem appropriate.
 - Codes of Conduct to which HELP subscribes: None
 - Applicable terms of agreement, including any guarantees: Only those specified in this agreement.
 - Privacy Policy: <https://help-sa.co.za/privacy-policy/>
 - Hospital Emergency Lifestyle Products - HELP (Pty) Ltd t/a HELP.

21. Miscellaneous

- 21.1. These Terms shall be governed in all respects by and construed in accordance with the laws of the Republic of South Africa. And any dispute arising from these terms and conditions shall be subject to arbitration in accordance with clause 17 above.
- 21.2. These Terms constitute the whole agreement between the User and HELP as to the subject matter hereof and no agreement, representations or warranties between the User and HELP other than those set out herein shall be binding on HELP or the User.
- 21.3. The agreement and undertakings of the Parties contained in these Terms shall each be construed as an agreement and undertaking independent of any provision of the Terms. HELP and the User hereby expressly agree that it is not the intention of any Party to violate any public policy, statutory or common law, and that if any sentence paragraph, clause or combination of the same is in violation of the law of the Republic of South Africa, such sentence, paragraph, clause or combination of the same alone shall be void in the jurisdiction where it is unlawful, and the remainder of such clause and these Terms shall remain binding upon the Parties thereto.
- 21.4. Each Party acknowledges that it has been free to secure independent legal advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal advice or dispensed with the necessity of doing so.

- 21.5. The user shall not be entitled to cede any of its rights or delegate any of its obligations under this Agreement to any other party without our prior written consent having first been obtained.
- 21.6. HELP, shall, at any time, in their sole discretion, be entitled to cede all or any of their rights in terms of these Terms to any third party without prior notice to you. This may in no way be construed as any release of the obligations of signatory hereto, in terms of these Terms.