

JUMAS SECURITY PANIC ASSIST:

TERMS AND CONDITIONS

INTRODUCTION

1. This Application has been developed and is intended for use and dispatch of the following emergency services:
 - Armed Response
 - Medical Assistance
 - Fire Brigade
 - Roadside Assistance
 - Wellness checks

- 1.1 In order to provide effective service to you, the Application will collect your physical location (GPS coordinates) as well as your contact information provided in your profile.

- 1.2 Data will be collected and processed in compliance with the Protection of Personal Information Act, 4 of 2013, as amended.

- 1.3 The Panic Assist's location-based software currently only picks up locations from MTN and Vodacom Cell phone Networks. When used, an emergency activation message will be sent via the Panic Button on the Member's cell phone, and via the participating networks to the Jumas Security Control Room who will make contact with the member.

DEFINITIONS

"The Panic Button" is referred to as the *Jumas Security Panic Button* in the terms below

"Agreement" means the Agreement as set out herein.

"Member" means a person who has applied to become a Member of *Jumas Security Panic Assist*, either telephonically, or by means of a completed, signed application form, or by means of a completed online application form and, as a Member of the system.

"Member Information" means information in respect of the Member, which has been verified and/or supplied by the Member.

"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.

"The Company" means Jumas Quality Security Services (Pty) Ltd.

"Accuracy" means the accuracy within which a Locatable Cell Phone may be Located using the Service.

"Inappropriate Use" means any use of the Service for a purpose other than provided for in this Agreement.

"Locate or Located" means the process of locating a Locatable Cell Phone by means of the Service.

INTERPRETATION

- 2.1 The clause headings in this Agreement have been inserted for convenience only and shall not be considered in its interpretation.
- 2.2 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.

ACKNOWLEDGEMENT BY MEMBER

3. The Member acknowledges and agrees that:
- 3.1 Service quality and coverage available to the Member shall be limited to that provided by the system and the Services may from time to time be adversely affected by extraneous issues such as absence of cellular coverage, atmospheric conditions and/or other causes of interference.
- 3.2 Jumas Quality Security Service or any of its directors, employees, agents or approved representatives shall not be held liable for any non-availability of the Service or for any other reason whatsoever including damages and consequential loss.
- 3.3 Access to and delivery of any cell phone network related information and message transmission response times are subject to the enabling technology on which the information 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.
- 3.4 Jumas Quality Security Service is not responsible for any failure to deliver information 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 Service you are a prepaid subscriber and you have run out of calling credit, your message mailbox 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 information.
- 3.5 **The Armed Response Panic Button** is intended to be used in the event of an immediate and imminent life-threatening situation which will include intrusion on your property, robbery or any dangerous situation which make you to feel unsafe.
- 3.6 **The Medical Assistance Panic Button** is intended to be used if immediate medical first aid is required to prevent loss of life or serious permanent bodily harm. It may also be used for a general wellness check, for example blood pressure measuring. Any service rendered that is not aimed at preventing loss of life or serious bodily

harm will be charged as per prior agreement between Jumas Quality Security Service and the Member.

- 3.7 **The *Fire Brigade Panic Button*** is intended to be used if immediate intervention is required to contain the fire to prevent damage to property or loss of life.
- 3.8 **The *Roadside Panic Button*** is intended to be used in the event that the vehicle in which the Member travels experience a mechanical breakdown or other problem that makes it impossible to use the vehicle and the Member is not capable to repair the vehicle or fix the problem himself or herself.

LIMITATION ON OBLIGATIONS OF JUMAS QUALITY SECURITY SERVICES

- 4.1 Jumas Quality Security Service's obligation in respect of *Road Side Assistance* will be limited to contacting and directing a person or service provider of the choice of the Member to the location where the vehicle is. If the Member does not indicate a person or service provider who must be contacted to render the necessary assistance to the Member, Jumas Quality Security Services will take all reasonable steps to identify a service provider that may be able to assist the Member. In such event the service provider will be provided with the contact details of the Member and upon instruction from the Member the service provider will be provided with the details of the Member's location. Jumas Quality Security Services will not incur any liability in respect of the recovery or repair of the Member's vehicle or the fixing of a problem on behalf of the Member.
- 4.2 *Armed Response* service will be provided to the Member at the residence of the Member. Jumas Quality Security Service's obligation in respect of Armed Response services will be limited to reasonable action aimed at preventing physical harm, loss of life and/or property of the Member.
- 4.3 Jumas Quality Security Service's obligation in respect of *Fire Brigade* service will be limited to taking all reasonable steps to alert Waterberg Disaster Management Centre/ Municipal Fire Brigade regarding the fire and the location thereof and to dispatch Jumas Quality Security Service's Armed Reaction vehicles to try and contain the fire.
- 4.4 Medical Assistance will be provided to the Member at the residence of the Member. Jumas Quality Security Service's obligation in respect of Medical Assistance will be limited to taking all reasonable steps to inform a recognized Ambulance Service of the emergency and to dispatch Jumas Quality Security Service's Armed Reaction vehicles to provide basic medical support to the Member aimed at preservation of life until such time that an Ambulance arrives. In case of a serious medical emergency the Member's first call should be to his/her Physician or private ambulance service sponsored by his/her medical fund.

- 4.5 Unless otherwise agreed to between Jumas Security and the Member Armed Response service, Medical Support service and Fire Brigade service will be rendered at the residence of the Member or within a 10km radius from Modimolle town.

LIMITATION OF LIABILITY

- 5.1 Jumas Quality Security Service shall not be liable to the Member for any breach of these terms and conditions or failure on the Company'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.

MEMBER'S INFORMATION

- 6.1 The Member confirms that the Member's information supplied to Jumas Quality Security Service either by means of an application form or by means of online registration is true and correct in every aspect and undertakes to inform Jumas Quality Security Service immediately should any of such information change.

CONFIDENTIALITY

- 7.1 Jumas Quality Security Service undertakes that it shall not at any time discuss, disclose or reveal Member's information to any person, other than to:
- 7.2 Jumas Quality Security Service, 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.
- 7.3 Services Providers who will be assisting with treatment of any accidental injury, in terms of these Terms and Conditions.

INDEMNITY

- 8.1 As Jumas Quality Security Services is only the licensee of the software that operates the Application, it cannot guarantee the working state of the Application, accuracy of GPS coordinates or effectiveness of emergency services at all times, and can therefore not accept liability or responsibility when the Member is using the Application. When using the Application, you hereby indemnify Jumas Quality Security Service and their Partners (or other third party Service Providers) of any liability pertaining to your usage of this Application.
- 8.2 The Armed Reaction Officers will be trained in basic first aid, such as CPR, the stemming of excessive bleeding, the stabilization of bone fractures, blood pressure measurements, fever testing and the maintenance of an airway until professional medical personnel arrive on the scene.

8.3 The Member hereby indemnifies Jumas Quality Security Services from any liability for harm or injury, temporarily or lasting, that might follow as a result of the *bona fide* and reasonable application of emergency first aid measures aimed at preserving or stabilizing the live of the Member or a member of his/her family, pending handing over the Member to professional medical practitioners, which might also include emergency transport to the nearest hospital or Doctor's rooms should a licenced ambulance not be available.

MODIFICATION OF APPLICATION

9.1 Jumas Quality Security Service reserves the right to modify, suspend or discontinue, temporarily or permanently, the Application or any service to which it connects, with or without notice and without liability to you.

TERMINATION OF AGREEMENT

10.1 This Agreement shall remain in effect until terminated by you or Jumas Quality Security Service. Jumas Quality Security Service may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

10.2 This Agreement will terminate immediately, without prior notice from Jumas Quality Security Service, if you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Application and all copies thereof from your cell phone or desktop. In the event of termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

SEVERABILITY

11.1If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

MEMBER'S SIGNATURE

JUMAS QUALITY SECURITY SERVICES

DATE:

DATE:

Name and surname	
Business Name/ Entity (if applicable)	
Residential Address	
Cellular Number	
E mail address	
Existing Jumas Alarm Monitoring Client?	YES / NO (Please circle)
Client Reference Number	<p>Existing Jumas Client use reference number when making Alarm Monitoring payment</p> <p>Non existing Jumas client use Name and Surname as reference number</p>
<p>Payment Method</p> <p>Note: Existing Jumas Alarm Monitoring & Armed Reaction clients will be invoiced on their monthly Alarm Monitoring invoice</p>	<ul style="list-style-type: none"> • Debit Order Mandate <input type="checkbox"/> <li style="text-align: center;">Or • Electronic Funds Transfer <input type="checkbox"/> <li style="text-align: center;">Or • Cash payment <input type="checkbox"/> <p>(Please tick)</p>