

## RegAlert Terms and Conditions

- 1 INTERPRETATION**
- 1.1 "the/this agreement" means the agreement as set out herein.
- 1.2 "contracting corporate entity/medical aid" means a corporate entity/medical aid with whom RegAlert has contracted, in terms of which, as an added-value service to the corporate entity's/medical aid's client/members, RegAlert shall provide client /members of such corporate entity/medical aid with the benefits.
- 1.3 "corporate client/medical aid member" means a member who has contracted to become a member as a result of being a client and or member of a contracting corporate entity/medical aid.
- 1.4 "individual member" means any member other than a corporate member/medical aid member
- 1.5 "member" means a person who has applied to become a member of the RegAlert system, either telephonically, or by means of a completed, signed application form, or by means of a completed on-line application form and who has been accepted by RegAlert, in RegAlert's sole discretion, as a member (whether as a corporate/medical aid or individual member) of the system;
- 1.6 "members information" means information in respect of the member, which has been verified and/or supplied by the member.
- 1.7 "service provider" means a hospital, clinic or other health care provider or emergency service provider.
- 1.8 "initial period" means the minimum duration of this agreement, being a period of 12 (twelve) months from the date of activation of the services.
- 1.9 "the interest rate" means the published prime overdraft rate as published by Nedbank Limited from time to time.
- 1.10 "yearly subscription fee" means the yearly charge for being connected to the system as set out in the tariffs
- 1.11 "the system" means identification of member, Re-lay of member's medical information and Next-of-kin notification as registered on the RegAlert system
- 1.12 "the tariff" the tariff that RegAlert charges for 1 (one) year subscription
- 1.13 "RegAlert" means RegAlert (Proprietary) Limited with registration number 2004/032582/07 being a private company duly incorporated in the Republic of South Africa
- 1.14 The clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.15 This agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 2 DURATION**
- 2.1 This agreement shall commence on the date of activation of the services and shall continue for the initial period and thereafter indefinitely until terminated by RegAlert giving notice to the member in terms of clause 6 (six) or by the member giving RegAlert not less than 1 (one) calendar month written notice of termination, provided that the member shall not be entitled to give such notice within a period of 12 (twelve) months from the date of activation of the services.
- 2.2 In the event that this agreement is extended after the initial period or any period thereafter, the terms and conditions of this agreement will apply for such extended period
- 3 PAYMENT**
- 3.1 Value added tax at the applicable rate on all vatiable charges and services. All prices and charges, in terms of this agreement, unless otherwise stated, include value added tax.
- 3.2 Should the member send monies, cheques, orders or bills by means of postal services, then the postal authority shall be deemed to be the agent of the member and the member shall bear all risk of loss, theft and delay in and to any monies, cheques, orders or bills sent by post, without derogating from the aforesaid, the member shall draw all cheques, postal orders and bills payable to RegAlert and marked "not transferable"
- 3.3 The member agrees that payment shall only have been made to RegAlert when the monies remitted by the member have been received into RegAlert's bank account.
- 3.4 Should any cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the member be rejected for whatsoever reason or should RegAlert exercise its rights to suspend the provision of the services due to non or late payment of any monies due in terms hereof by the member, then the member shall pay an administrative charge as may be levied by RegAlert from time to time for each such non-payment, suspension or any other breach of the agreement which amount shall be payable upon demand and recoverable by RegAlert.
- 4 MEMBER'S ACKNOWLEDGEMENT**
- 4.1 The member acknowledges and agrees that:
- 4.2 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 physical features such as no cellular coverage as well as atmospheric conditions and other causes of interference;
- 4.3 It shall not hold RegAlert, 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.
- 5 LIABILITY**
- 5.1 RegAlert shall not be under any liability (including liability for negligence) for any loss or damage or injury to the customer 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 or not and in particular RegAlert shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.
- 5.2 Whilst every effort has and will be made by RegAlert to ensure the accuracy of the information presented to us by the member, neither RegAlert, any of its directors, employees, agents or approved representatives will be held liable for any omission or errors, or for any misfortunes or damages which may arise there from.
- 5.3 RegAlert, any of its directors, employees, agents or approved representatives do not in any manner endorse, assume responsibility for, or recommend the use of any drug or treatment method which may result from the information dispersed on behalf of its members. RegAlert, any of its directors, employees, agents or representatives makes no representation regarding the suitability of the information and content for any purpose whatsoever.
- 5.4 RegAlert, any of its directors, employees, agents or approved representatives is the member's information facilitator and makes no representation regarding the suitability of the information and content for any purpose whatsoever.
- 5.5 The final decisions regarding the diagnosis and subsequent treatment of the member or members at the scene of an emergency or thereafter are complex, and is at the sole discretion of the emergency services personnel and RegAlert, any of its directors, employees, agents or approved representatives cannot be held liable for any misdiagnosis or treatment
- 5.6 The member acknowledges RegAlert's right to inform third parties of any breach by the member of its obligations in terms of this agreement and the member indemnifies RegAlert in respect of any claim whatsoever arising from RegAlert's exercising of this right.
- 6 TERMINATION**
- 6.1 In the event that the member breaches any term of this agreement or any warranty given by it hereunder or fails to fulfill any obligation resting upon it, then without prejudice to RegAlert's other rights in terms of this agreement or the common law, RegAlert may either terminate this agreement or call for specific performance of all the member's obligations and immediate payment of all sums owing by the member, whether or not then due, in either event without prejudice to RegAlert's right to recover such damages as it may have suffered by reason of such breach or failure.
- 6.2 Notwithstanding the a foregoing and pending RegAlert's election in terms of this clause, RegAlert shall not be obliged to perform any of its obligations under this agreement and the member shall remain liable for the payment of all amounts owing by the member in terms of this agreement whether or not such amounts are then due.
- 6.3 RegAlert may, without notice, terminate this agreement immediately in any of the following circumstances:
- 6.3.1 If the member fails to pay any amount owing to RegAlert on due date; or
- 6.3.2 If the member does or allows to be done anything which in RegAlert's opinion will or may have the effect of negatively affecting the operations of the services; or
- 6.3.3 If the member furnishes RegAlert with incorrect information as requested by RegAlert.
- 7 EXCUSABLE EVENTS**
- 7.1 RegAlert shall not be liable to the member for any breach of these terms and conditions or failure on RegAlert's part to perform any obligations as a result of the technical problems relating to the system, termination of any license to operate or use of the system, acts of God, Government control, restrictions or prohibitions or any other Government act or omission, whether local or national, act or default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other similar cause beyond RegAlert's control.
- 8 VARIATION OF CHARGES AND TERMS**
- 8.1 RegAlert may vary all or any of its charges (including but not limited to the charges described in clause 3 (three) of this agreement, any charges in respect of benefits provided to members and in respect of value added services) by publishing an amended tariff, such variation to have immediate effect unless otherwise stipulated therein.
- 8.2 RegAlert reserves the right to vary the terms and conditions of this agreement at its sole discretion, whether as a result of new legislation, statutory instruments, Government regulations or licenses, amendments to the standard terms and conditions of Vodacom, Mtn, Cell C, any similar event, or not. RegAlert, at its sole discretion, may elect to notify the member of any such variations via e-mail or writing or to publish such variations at its principal place of business.
- 8.3 As a registered member of RegAlert, you will receive all communications via e-mail and alerts via SMS. Should you wish not to receive communications via e-mail from RegAlert, you may change the way you receive your communication by phoning the RegAlert call center on +27861 911 000, or by e-mailing RegAlert on [info@regalert.co.za](mailto:info@regalert.co.za) or alternatively filling in your request on the [www.regalert.co.za](http://www.regalert.co.za) website.
- 9 MEMBER'S INFORMATION**
- 9.1 The member confirms that the member's information supplied to RegAlert either telephonically or by means of an application form or by means of on-line registration is true and correct in every respect and undertakes to inform RegAlert immediately should any of such information at any time change.
- 10 CONFIDENTIALITY**
- 10.1 RegAlert undertakes that it shall not at any time discuss with or disclose or reveal the member's information to any person, other than to: -
- 10.1.1 RegAlert, 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.
- 10.1.2 Service providers in terms of these terms and conditions.
- 11 NOTICE AND DOMICILIA**
- 11.1 The member chooses, as its domicilium citandi et executandi, the address set out in the application contract, or such other address of which the member may notify RegAlert in writing not being a post office box or poste restante
- 11.2 All notices given in terms of this agreement shall be in writing.
- 12 COSTS**
- 12.1 The member shall repay to RegAlert on demand all costs RegAlert actually incurs as a result of the member's failure to comply with the terms and conditions of this agreement or the cancellation hereof, which include but are not limited to legal costs.
- 13 SET-OFF**
- 13.1 The member shall not be entitled to set off any amount/s that may be owing to the member by RegAlert against any amount/s the member owes or may owe RegAlert in terms of this agreement
- 14 CONSENT TO JURISDICTION**
- 14.1 The member hereby consents to the jurisdiction of the magistrate's court having jurisdiction over its person in respect of any action by RegAlert arising from this agreement or the cancellation thereof. This consent does not oust the jurisdiction of any other competent Court and RegAlert shall be entitled, in its discretion, to institute action against the member in any Court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the cancellation of this agreement.
- 15 SEVERABILITY**
- 15.1 In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this agreement, which will nevertheless be binding and enforceable.
- 16 WHOLE AGREEMENT**
- 16.1 This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreement, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties save and accept for the provisions of clause 8.1 above.