

CELL C MIASSIST

TERMS AND CONDITIONS

1. It is important that you understand and agree to these terms and conditions in order for you to make use of the MiAssist Service (the "Service").
2. All standard Terms and Conditions of Cellfind (Pty) Ltd, Cell C (Pty) Ltd and Cell C Service Provider Company (Pty) Ltd apply to the Service.
3. All prices and usage rates advertised include VAT, unless otherwise stated.
4. Standard RICA rules and processes apply.

Availability of the service

The Service is available from 00:00:01, on 1 June 2016.

General

1. Cell C and/or Cellfind reserves the right to suspend the Service and its benefits in its sole and absolute discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C and/or Cellfind shall be entitled to terminate the Service and/or benefits.
2. Cell C and/or Cellfind may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion without notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use the Service you agree and understand that you will be bound by the amended terms and conditions. You agree and understand that it shall be your responsibility to keep up to date with these terms at all relevant times.
3. It is important that you understand that all customers who make use of the Service indemnify Cell C and Cellfind, their directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from their use of the Service and its benefits.
4. Cell C has the right to withdraw, or shorten the duration of the Service in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C in this event.
5. You understand and acknowledge that Cell C only provides the Service to you, and that a separate set of terms and conditions for the use of the Service from Cellfind are applicable, and can be found here: www.cellcмиassist.co.za. For ease of reference, we have set out these terms and conditions for the Service below.

Terms of Use for the Service

1. Cell C provides the MiAssist service (the “Service”) to Cell C customers in conjunction with Cellfind (Pty) Ltd and our duly authorised partners and/or third-party service providers and, subject to these terms and clause 4 in particular, shall make the full benefits of the Service available to you once you have signed up /registered for or have agreed to join the Service. By using the Service you are deemed to have accepted these terms and conditions and agreed to abide by them.
2. The Service is available as a recurring service to contract customers on Cell C only.
3. The Service is only compatible with Android and iOS devices.
4. The Service will be charged in arrears to the contract customers’ Cell C monthly bill.
5. The R49 (including VAT) subscription fee will not be pro-rated. Customers activating the Service any time during the month will be charged the full price for that month. Customers deactivating the service will be charged the full subscription fee for the last month.
6. Cancellation of the service is not allowed within the first 3 months. In the event of an early cancellation of the service by the customer, the vendor may levy a month’s subscription fees. There will be no refunds for cancellations.
7. Cell C customers will use the Cell C MiAssist mobile application to request the services. Customers can also contact MiAssist as follows:

MiAssist Call Centre: 084 157 0077, or

Email to miassist@cellc.co.za
8. Downloading the Cell C MiAssist mobile application will incur data costs as per the customer’s tariff plan. Any software updates for the Cell C MiAssist application (when available) will also incur data charges.
9. By signing up for this Service you give us your informed and explicit consent and authorise us to process your personal information, locate your mobile phone device and share your location and personal information with our duly authorised partners and/or third party service providers to enable us to provide the Service to you. All your relevant personal information will be processed in accordance with our information security processes and information processing policy according to the POPI Act.
10. You hereby accept and acknowledge that the Service shall only be available to you via your mobile telephone handset and only if your mobile telephone handset is connected to the Cell C network (“Cell C”) and that availability of the Service is further subject to the terms and conditions of our duly authorised Location Based Services service partner (available at www.cellcmiassist.co.za), which terms and conditions you hereby

acknowledge that you have read, understood, accept and subsequently agree to be bound by.

11. By signing up and/or registering for the Service you acknowledge and agree to be bound by the following conditions of use:

11.1 You must ensure and you acknowledge that it is your responsibility that your account with Cell C is active, up to date with repayments and has a sufficient credit balance available to enable the monthly service fee for the Service to be debited to your account. In the event that the debit of the monthly service fee to your account is unsuccessful we may suspend, limit and/or cancel your use of, subscription and/or access to the Service. CELL C AND CELLFIND (hereinafter "we", "us", "our" and/or "ourselves") ARE HEREBY ABSOLVED OF ANY LIABILITY IN THIS REGARD;

11.2 You hereby give your informed and explicit consent for your account with Cell C to be debited with the monthly Service Fee for provision of the Service;

11.3 NEITHER CELL C NOR CELLFIND SHALL IN ANY WAY OR FORM BE HELD LIABLE FOR UNAVAILABILITY OF THE SERVICE DUE TO NON-PAYMENT OF THE SERVICE FEE BY YOURSELF.

12. You acknowledge and agree that you shall be unable to use the Service if you have less than R5.00 (five rand) airtime activated on your Service Provider(s) mobile phone number at the time of requesting the Service.

13. Subject to these terms and conditions we shall endeavour to make the Service available to you 24/7/365.

14. You hereby agree to fully co-operate with ourselves to enable us to provide the Service to you and that you shall disclose to us all other benefits and services you are entitled to receive through any other third party which may be relevant to the Service (e.g. motor vehicle insurance, household insurance, life insurance, medical insurance and the like).

15. Participation in the Service will accordingly be subject to the then current version of these terms published on this website at the time of your use. You may not make use of our services if you do not accept these terms. Please note that certain additional conditions of use may apply to your use of our services as may be contained in the subscription contract entered into between you and your network Service Provider. We reserve the right to introduce amendments to these terms and conditions as it shall from time to time think fit, by posting such amendments on our Website. We may thus change our terms of use from time to time. Such changes will take effect as and when published. Therefore, you should keep up-to-date with their content and read these terms of use at all times prior to using our Services since the then current version of the terms will apply to your use.

16. We reserve the right, without notice and in our sole and absolute discretion, to make changes to the manner in which we offer the Service or to discontinue without notice, any aspect and/or feature of the Service.

17. You may not subcontract, cede, delegate, transfer or assign any of your rights, obligations or duties with respect to the Service to any other person. We may cede, delegate, transfer and assign our rights, obligations and duties pertaining to the services to any other person.

18. The Service may not be used for any purpose other than for your personal non-commercial purposes. The Service may not be used in a manner that would bring us or our

business into disrepute. Furthermore, the Service may not be used for unlawful purposes or in a manner which infringes our rights or the rights of any other person. In this regard, you must comply with the laws, regulations and codes of conduct applicable to its use of the Service. We may suspend access to any part of our computer systems or Service at any time without notice.

19. Queries and complaints regarding the Service may be submitted to us via our telephone helpline on 084 157 0077 or via email at miassist@cellc.co.za, and not via the Cell C Call Centre.

20. Use of our Services is subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of a person to adjudicate on any dispute arising from or in connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction. Legal process may be served at any address provided to us.

21. Our failure to enforce any provision of these terms strictly will not be construed as a waiver of any provision or right. In the event that a portion of these terms is held unenforceable or invalid by any competent authority, the unenforceable portion will be construed in accordance with applicable law as nearly as possible to reflect the original intentions of the parties, and the remainder of the provisions will remain in force and effect to the fullest extent permitted by the law.

22. Should we be prevented from fulfilling any of our obligations hereunder as a result of any event or circumstance beyond our control, then those obligations shall be deemed to have been suspended to the extent that and for as long as we are so prevented from fulfilling them, and your corresponding obligations shall be suspended to the matching extent. If the event continues for more than 14 (fourteen) days after it has first occurred, then we shall be entitled (but not obliged) to terminate all of our rights and obligations in terms of or arising out of these terms by giving notice to yourself.

23. You warrant that you have the contractual capacity to utilise the Service(s).

24. We reserve the right to withhold the Service(s) in our sole and absolute discretion.

25. We reserve the right to forward your personal details to the police or other relevant third parties in order to comply with the law or in relation to any suspected Inappropriate Use by You or any other person of the Service(s).

26. We shall be entitled to terminate these terms and conditions immediately if You commit any material breach of any term of these terms and conditions. No waiver by Us of any breach of a provision of these terms and conditions by You shall be considered as a waiver of any subsequent breach of the same or any other provision.

27. The territory in which the Services shall be available to you is limited to the area within the borders of the Republic of South Africa ("territory") unless stated to the contrary herein.

28. Beneficiary is defined as a valid Cell C subscriber.

29. Cost payable for incidents not attended to by the MiAssist call centre will not be refunded.

30. Service Facilitation for Home Invasion, Medical and Hijack panic:

The MiAssist Call Centre holds no contractual service level agreement with the South African Police Services, the beneficiary's private security and/or vehicle tracking company. Therefore the MiAssist call centre cannot be held liable for any service delivery failure, however the MiAssist call centre will endeavor to manage these service providers and their service delivery will be managed on a best-effort basis.

The MiAssist call centre will render service on a best effort basis in order to establish contact with a beneficiary following receipt of a panic alert.

The MiAssist call centre cannot be held accountable or liable for any loss of life, loss of valuables or any damages that might occur to a beneficiary:

- as a result of a panic alert which did not register with the emergency call centre; or

- as a result of a panic alert that did register with the emergency call centre but the emergency call centre was unable to establish successful contact with the beneficiary after 4 attempts; or

- as a result of delayed or non-service delivery from non-contracted service providers.

A user will be required to input a safe word in the Mobile App. This safe word will be required in the event that a panic is activated for the Hi-Jack or Home Invasion scenarios. If the safe word is not provided (telephonically) by the user, emergency services will be dispatched.

VALUE ADDED SERVICES BREAKDOWN FOR CELL C MIASSIST

EMERGENCY ROADSIDE ASSISTANCE (Vehicle Assist)

Available 24 hours a day 365 days a year

Road Patrols

The objective is to get the beneficiary mobile on the roadside. These services are covered in the territory including Lesotho and Swaziland. These services are limited to R500 only.

Services Include:

Change of a flat tyre

Fuel assistance (the first 5litres is covered and cost thereafter will be for the beneficiary's account)

Flat battery (Jump start covered for call out and 1 hours labour. Replacement of battery for the beneficiary's account)

Keys Locked in vehicle - unlocking only (cost of replacing keys is for the beneficiary's account)

□ Minor roadside-running repairs related to breakdowns (Mobile solution for Coil's, Immobilizers, Fuses and limited assist on fan belts / Cost of fuel and parts for members own account / Cost of Battery Replacement for members own account)

* Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.

Locksmith Services

In the event that the road patrol is unable to open a vehicle to retrieve the keys from the vehicle, the MiAssist call centre will dispatch an accredited locksmith to the incident scene to open the vehicle. The service is limited up to R800 only. The Service Provider will not cover the cost for repairs, the replacement of a lock or ignition switch or the cutting of keys.

Mechanical / Electrical Breakdowns

The primary objective of the Service Provider is to tow a vehicle to the nearest franchised dealer (if under warranty) or to the nearest repairer. The cost of the first 60km round-trip is covered (starting from point of dispatch) thereafter a charge of R6.00 ex VAT per km is applicable and will be charged to the beneficiary. 7

* Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.

Car Hire

In the event that a vehicle has broken down more than 100km from the beneficiary's home, the MiAssist call centre will pay for 24-hour, group-B car hire for the beneficiary to complete his/her journey or to return home. This service is subject to availability and the driver must be in possession of a valid credit card and driver's license. The service is limited to R500 and includes the costs of the daily car rental, unlimited kilometre allowance, insurance fees and the delivery/collection charges of the vehicle to a maximum of 25km respectively. The cost of fuel will be for the beneficiary's account.

Overnight Accommodation

Instead of the car-rental option, arrangements can be made for overnight accommodation for the driver and four passengers. The service is limited to R500.

Vehicle Repatriation

Should the beneficiary choose the car-rental option and continue his journey while the vehicle is being repaired, the Service Provider will pay towards the costs of providing the beneficiary with a 24-hour, group-B car hire to collect the vehicle after repairs. Alternatively, a flight ticket can be arranged. This service is limited to R500 and includes the costs of the daily car rental, unlimited kilometre allowance, insurance fees, and the delivery /collection charges of the vehicle to a maximum of 25km respectively. The cost of fuel will be for the beneficiary's account.

* Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account.

Accident Tow

In the event of an accident, the MiAssist call centre will arrange for the vehicle to be towed to the nearest insurance approved motor body repairer (MBR) or beneficiary nominated repairer from the accident scene. The cost of the first 60 km round-trip is covered (starting from point of dispatch) thereafter a charge of R6.00 excl. VAT per km is applicable and will be charged to the beneficiary. The use of this Service is completely at your own risk and neither we nor our employees or duly authorized agents accept any liability for any damage caused to your vehicle by using the Accident Tow Service.

* Toll fees are not inclusive within the benefit entitlement, and such costs, will be for the beneficiary's account. 8

Message-Relay Service

In the event of an electrical / mechanical breakdown or an accident, the MiAssist call centre will on request relay any urgent messages to friends, colleagues or family members to advise them of the beneficiary's circumstances.

Storage

Should it be required, arrangements will be made for the safe storage of the vehicle overnight or weekends up to a maximum of 4 days. On the next working day the vehicle will be re-located to the nearest approved dealer or competent repairer. Cost of a second tow will be for the beneficiary's own account subject to the beneficiary taking direct control of the vehicle to an alternative destination which results in a second tow being required

General Terms & Conditions

- Services will only be rendered to Validated Beneficiaries
- Battery replacement costs are for the Beneficiaries account
- Limited to South African territory only
- Roadside-assistance services are only available in the event that the breakdown or accident occurs in South Africa, Lesotho, Swaziland
- All services must be authorised, arranged and managed by the MiAssist call centre. Any costs incurred through arrangements made by the beneficiary without prior authorisation from the MiAssist call centre, shall not be reimbursed.
- In the event of a mechanical or electrical breakdown, the vehicle is to be towed to the closest franchised dealer or repair centre from the scene of the breakdown.

The liability only extends to the towing of one vehicle and not a trailer, boat or caravan. Multiple tows (e.g. where you need a trailer, boat or caravan towed) will be for the beneficiary's account. Second Tows will be for the beneficiary's account. A Beneficiary will only be entitled to the car hire and overnight accommodation benefits if the vehicle was towed by the service provider. An accident shall be defined as damage to one or more body panels (which will require repair in a body shop) as a result of a collision with another vehicle or object. An accident shall also include instances where the engine catches fire, or where impact with a pothole, kerb or pavement results in damage to the suspension, wheels

or undercarriage (and not necessarily the body panels), and where it is clear to the customer and the service provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured. In instances of doubt the service provider shall arbitrate on this latter definition. In the event of the accident being caused by mechanical failure, and in essence where the vehicle under these description is non-drivable, the incident will be considered to be an accident.

In the event of an accident, the vehicle is to be towed to the closest insurance approved motor body repairer (MBR) and or beneficiary elected panel beater to the scene of the accident.

The Beneficiary will not be entitled to service where:

- The vehicle is not in a roadworthy condition
- The vehicle is a motor home or large panel van (weighing in the excess of 3.5 tons)
- The vehicle has a gross mass exceeding 3.5 tons
- Fault is with a trailer, boat trailer or caravan
- The vehicle is already at a place of repair

The service provider does not refund:

- Labour, overtime or cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the vehicle) fees and the cost of spare parts.
- Repair charges
- Charges for assistance rendered by a private person
- Charges for assistance required due to participation in a motorised-sporting event

Cover is limited to R5000 per member, per annum.

HOME ASSISTANCE

Available 24 hours a day 365 days a year

Our Home Assistance programme provides assistance to you when you are involved in a Home Emergency. A Home Emergency means any sudden, unexpected and/or unforeseen event at your home requiring the immediate and/ or urgent services of a domestic tradesman to limit/ minimise or prevent further damage to the home. 10

This benefit is restricted to home emergencies and only applies to your eligible premises/primary place of permanent residence, within the Republic of South Africa and used for domestic purposes, including outbuildings.

Emergency Services Notification and Call-out

At your request our Assist Call Centre will relay a notification of emergencies to the Police, Traffic, Fire Brigade, Ambulance, Security or any other emergency service provider.

Mobile Notification Services

As a member you will receive an SMS notifying you of the update on your active case.

The below details will be sent to your mobile phone after lodging a case:

- Name of Primary Case Manager
- Reference Number (ease of calling in and enable anyone of the Assist Agents to intervene or provide further details to the caller member)
- Once a Service Provider has been appointed, the responding Service Provider details will be sent along with the ETA
- Any changes made to the case (new Service Provider, additional requests – breakdown, needs a tow etc.)
- If there is a shift change, the details of your New Case Manager will also be sent

*Please note that each benefit will be managed on an individual basis and is highly dependent on traffic, weather and correct information received i.e. address or area of incident.

The Home Assistance programme shall entail the following emergency services to customers:

1. Plumbers
2. Glaziers
3. Electricians
4. Locksmiths
5. Tree Felling
6. Bee Keepers and Pest Controllers
7. Appliances (member will be assisted but on a member-to-pay basis only)

Terms and Conditions

- Overall limit of three (3) incidents or R2000 per member per annum applies.
- Please note that the call out fee and first hour of labour will be covered under your Home Assistance, however the cost of parts and additional labour will for your own account.

Where the incident is not considered an emergency that requires immediate attention, we will provide a referral for any specific Service Provider and all costs will be for the member's account.

The benefit period is one calendar year and the benefit does not accumulate, but is a maximum amount per annum.

A repair incident is considered per service category, e.g. if an electrician is called out to repair on the distribution board as well as an electrical connection, this is treated as one call out.

Benefit excludes MAINTENANCE (Of any kind)

Exclusions:

Replacing light bulbs

Adjustment of thermostats

Any remote controls or access controls

Normal wear and tear/ Safes.

PLUMBERS

Assistance shall be provided to customers in circumstances where they have requested access to the service where the emergency is any of the following:

Visible burst water connections and pipes

Blocked drains, toilets, baths and sinks, causing further damage to the home

Emergency Geyser overflow, valves (Latco and pressure release) causing loss of hot water and pressure-release problems

Exclusions:

Jacuzzi, swimming pools and boreholes and borehole pumps; Leak detection inspections, Repairs not complying with regulated specifications such as SABS and others, Leaking taps, Replacement of a burst geyser, septic tanks and water supply interruptions to permanent residence

GLAZIERS

Glazier assistance is a 24-hour help line, offering assistance were a service provider is dispatched to ensure that damaged windscreens, side glass or building glass can be professionally replaced. 12

Broken or badly cracked window panes which could result in access to the residence.

No materials are covered as this is for the clients account (the actual glass etc. is for the client).

ELECTRICIANS

Assistance shall be provided to customers in circumstances where they have requested access to the service where the emergency is any of the following:

- Distribution boards, circuits, main cables causing power failure
- Earth-leakage relays causing power failure
- Geyser connections, and elements, causing 100% power failure
- Plug points causing 100% power failure
- Light fittings or switches causing 100% power failure
- Lightning strikes on wiring
- Multiple burnt connections on wiring or plug points causing 100% power failure
- Connections to all electrical motors (e.g. electric gate motor) causing 100% power failure

Exclusions:

Electric gates and doors; Jacuzzi, swimming pool and borehole pumps; Air conditioners and commercial refrigeration; Repairs not complying with regulated specifications such as SABS and others; All electrical motors (e.g. electric gate motor); Main electrical supply interruptions to permanent residence

LOCKSMITHS

If keys are broken off or lost for a main entrance or exit of the house (This includes outbuildings)

If a person is locked inside the house or any room within the house

Exclusions:

Burglary incidents (the member will be assisted, but is liable for the cost); and garages; Padlocks; Replacing of damaged locks (the member will be assisted at his / her own expense); Business premises (Business premises - Only applicable for Office Assistance)

Additional benefits also Included are: 13

Tree Fellers/ Bee Keepers and Pest Controllers - paid for up to the per incident limits only and only within day light hours

Should a break in occur, Security assistance and guarding services will be provided at the members request. This will be for the members own account

LEGAL ASSISTANCE, ADVICE AND ACCESS

This is a powerful, dynamic product which provides a comprehensive legal assistance service to the individual and his/her immediate family.

24-hour Legal Assistance

Qualified lawyers and legal consultants as well as academics provide the service. The service comprises:

- A 24-hours telephonic legal advice line;
- A legal document service; and
- A direct legal consultation service
- Letter of demand
- Find a lawyer

Advice

Members and their immediate family have on-going access to a 24-hour legal advisory service on any aspect of the law such as criminal law, family law, insurance law, child law, labour law, motor law, etc. The member and his immediate family is entitled to utilise the advice service as frequently as required provided that the assistance shall be furnished to the member directly and only on legal matters pertaining to the member, and, in his or her personal capacity. We do not accept any liability for services provided to you by any attorney we introduce you to under any circumstances. A contract of professional service and privilege shall be created between yourself and attorney and the services and/or duty of care shall be covered by the attorney's insurance policy and/or Fidelity Fund at all relevant times.

Free standard legal documents

If a member requires a purchase/sale, lease agreement, power-of-attorney, will, domestic employment agreement, ante-nuptial agreement, etc., we will provide these free at his or her request. The member will also be advised on the application of each of these documents and the procedures and principles that apply. 14

30-minute free consultation

This service involves a free initial 30-minute consultation should any matter require legal action. The member will then be referred to a lawyer who forms part of our national network for a direct free 30-minute consultation. After the 30-minute consultation, the member can then elect whether or not to continue with that specific lawyer's services at a fee structure agreed to between himself and the lawyer. Such fees will be for the member's account. The free 30-minute consultation service is available at a lawyer that is situated within the

magisterial district where the member resides. This consultation facility is limited to one consultation per matter.

Letter of demand

The lawyer or consultant will write a letter of demand on behalf the Club member. This is limited to 1 letter per event.

Find a Lawyer

If a matter is of such a nature that the member has to consider litigation, the team of experts will assess all the facts and circumstances and research the matter thoroughly, in order to ascertain which way a case should be approached, and we will then suggest 2 attorney's firms for the job. This benefit includes expert investigation and research into the matter in order to empower a member to make the correct decision when choosing an attorney.

Our hassle-free service procedure

The member calls the MiAssist call centre number and provides full information of the circumstances and services required.

The MiAssist call centre advisor will assess the situation and inform the member of the procedure pertaining to the service; and

- Advise the member; or
- Forward a standard legal document to the member if such was needed; or
- Refer the member to a lawyer for a 30-minute free legal consultation if necessary; or
- Inform the member that the nature of the matter necessitates more research after which a lawyer would return the member's call with the requested advice.

Where necessary a letter of demand will be sent on behalf of the member.

When necessary and if litigation is the only option left to the member, the lawyer/consultant will further investigate the matter and suggest two attorney's firms to the member which would be the best suited to handle the member's problem.

Our lawyers are available 24 hours a day, 365 days of the year 15

Assistance is available and accessible 24 hours per day, 365 days a year through a dedicated number 084 157 0077.

Who is entitled to the service?

The service is provided to the member and his/her immediate family. Immediate family means the principal member's spouse/partner and their biological and legally adopted dependent and unmarried children up to age 21.

Exclusions

The Service is limited to personal matters only. Business legal matters are excluded.

Terms and conditions are all stipulated above.

DRIVER ASSISTANCE

Home Drive

There is no need to cover the many reasons not to drive drunk – the consequences are well-known. With the Home Drive service so easily available, there is also no justification for taking a chance. Relax, have a great evening, and let Home Drive take you and your car safely home. Home Drive offers user-friendly online bookings, with an automated service which will SMS your driver name and mobile number to you on the afternoon of your booking so that should you wish to change a collection detail, you are able to directly contact your driver at any time. Your driving team consists of a back-up driver and vehicle, and lead driver who will drive the client home in his or her own vehicle. His back-up driver will follow and collect him from the member's house. The use of this Service is completely at your own risk and neither we nor our employees or duly authorized agents accept any liability for any damage caused to your vehicle or injury (including death) to yourself and/or passengers as a result of your usage of the Home Drive service.

Convenience Drive

If you require a driver's assistance to get you from point A to point B in one of Home Drive's vehicles, our professional team of standby drivers will be at your service. Whether you're running between meetings, need an airport transfer, your car has been booked in for a service and you need to be collected from the dealership or your child needs to be collected from school, you can rely on Home Drive for assistance. Pre-booking is highly preferred. The use of this Service is completely at your own risk and neither we nor our employees or duly authorized agents accept any liability for any damage caused to your vehicle or injury

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(including death) to yourself and/or passengers as a result of your usage of the Convenience Drive service.

The benefit further includes:

Drivers:

- Are fluent in English
- Undergo extensive in-house training with Drive-Home training school
- Have Professional Driving Permits (PdP) which ensures they have a valid license, no criminal record and have bi-annual medicals.
- Dress in jacket and tie & Carry mobile phones
- Carry GPS units or up to date map books.
- Are over 25 years and under 65 years of age.

Service Centres:

Johannesburg

Pretoria

Cape Town

George

Port Elizabeth

Durban

East London

Nelspruit

Bloemfontein

Cover is limited to 6 incidents per annum.

The benefit includes Home and Convenience incidents to a radius of 50km per incident, any additional kilometres travelled will be charged at R9.00 per km. Should the member require additional trips, which are in excess of their annual trip entitlement, the member will facilitate the booking on a member to pay basis. For these trips, the member will receive a discount on the full fare fee, as follows:

1st Trip = R 140 per 30km (additional charge for extra km's still apply)

2nd Trip and more = R240 per 30km (additional charge for extra km's still apply)

Additional fees will be charged to the member's credit card.

Additional passengers / drop off: 17

Service is available to a valid member or policy holder and limited to their specified vehicle only. Up to 4 additional passengers can be transported at no cost provided that the entire trip is no longer than 30km and takes no longer than 1 hour and are ALL transported to one/main and book address.

An additional cost of R50.00 per additional / unplanned drop off will be charged. This needs arrangement needs to be discussed and authorised by our alarm centre to ensure efficient planning and upfront payment (warding off the potential threat to our drivers, when carrying cash)

Booking times:

Pre-bookings are preferred and should be arranged prior to 20:00 each day. Ad hoc or last minute requests (day and night) can be accommodated on a best-effort basis and, members should expect a potential time delay of a minimum of one hour. This is subject to the availability of standby team members at the time of requests

Cut-off time for new and last minute bookings is 02:00

Public holidays – pre-bookings need to be made before 17:00 on the day, prior to the public holiday.

Collection:

At the specified time and location, the MiAssist call centre will notify the client that the pick-up-driver has arrived, at which time the member will have 15 minutes to meet the driver. After the 15 minutes the MiAssist call centre will notify the member that the pick-up-driver will be leaving and the trip will be cancelled. Cancellation fees will apply.

Cancellation Fees:

2 hours prior to booked collection time – Rnil

1 hour prior to booked collection time – R160.00

Less than 1 hour – R320.00

MEDICAL PANIC (Emergency Medical Assistance)

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 physical features such as no cellular coverage as well as atmospheric conditions and other causes of interference.

2. He/She shall not hold Cell C, ER24 EMS or Cellfind, 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.

3. He/She shall acknowledge that access to and delivery of the Content and performance and message transmission response times are subject to the enabling technology on which the Content is based and may be adversely affected by network performance and other operational factors beyond our control, including, without limitation, congestion, network coverage, dropped connections and the performance of wireless enabled devices.

4. Neither ER24 EMS, Cell C or Cellfind are responsible for any failure to deliver Content to you if your mobile phone is not switched on or is not configured correctly, your answer is not in the correct format, your mobile phone is not within coverage or for any other reason cannot be reached, you have a bar on text/WAP/Java Services, you are a prepaid subscriber and you have run out of calling credit, your message mail box or phone memory is full or for any other reason which is out of our control or out of the control of any third party delivering the Content.

5. This Service is only valid within the Republic of South Africa.

6. He/She shall acknowledge and accept that neither ER24 EMS, Cell C, Cellfind or their partners guarantees the Accuracy of the Service and they shall not be liable for any lack thereof. He/She shall acknowledge and accept that availability, quality and coverage of the Service may be limited from time to time and further, that the Services may from time to time be unavailable and/or adversely affected as a result of inter alia physical features such as buildings and underpasses, as well as atmospheric conditions and other general causes of interference.

7. In the event of receiving an alert, the ER24 EMS Contact Centre will follow the following call back protocol:

a. The ER24 EMS Contact Centre will attempt to contact the Member first.

b. Should the Member not respond after 3 attempts, the ER24 EMS Contact Centre will attempt to contact the Member's next of kin.

c. Should the Member's next of kin not respond after 3 attempts, the ER24 EMS Contact Centre will dispatch Emergency Medical Services as per the GSM location of the originating alert (if available).

LIABILITY

8. ER24 EMS together with its technology partners, Cell C and Cellfind shall not be liable \ (including, but not limited to 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 ER24 EMS, Cell C and Cellfind shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.

9. Whilst every effort has and will be made by ER24 EMS, Cellfind and Cell C to ensure the accuracy of the information presented to us by the Member, neither ER24 EMS, Cellfind or Cell C or any of our directors, employees, agents or approved representatives will be held liable for any omission or errors, or for any misfortunes or damages which may arise therefrom.

10. ER24 EMS, Cell C and Cellfind and any of their 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.

11. 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 subsequently neither ER24 EMS, Cell C or Cellfind or any of their respective directors, employees, agents or approved representatives can be held liable for any misdiagnosis or treatment.

12. The Member acknowledges Cellfind's, Cell C's and ER24 EMS's right to inform third parties of any breach by the Member of its obligations in terms of this Agreement and the Member indemnifies Cellfind, Cell C and ER24 EMS in respect of any claim whatsoever arising from either Cellfind, Cell C or ER24 EMS's exercising of this right.

13. The Member acknowledges that He/She shall not hold Cell C, Cellfind or ER24 EMS, any of their respective directors, employees, agents or approved representatives liable for a customer's failure to use or complete necessary steps in using the Service. By subscribing you acknowledge that you are fully aware of all charges involved in subscription and usage of the Service.

14. The Member acknowledges that He/She shall not hold Cellfind, Cell C or ER24 EMS or any of their respective directors, employees, agents or approved representatives liable for any breakdown or failure of any equipment or medium of access to the ER24 EMS website.

EXCUSABLE EVENTS

15. ER24 EMS, Cellfind and Cell C shall not be liable to the Member for any breach of these terms and conditions or failure on ER24 EMS's, Cellfind's or Cell C'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 ER24 EMS's Cellfind's or Cell C's reasonable control.

MEMBER'S INFORMATION

16. The Member confirms that the Member's information supplied to ER24 EMS, Cellfind and/or Cell C 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 ER24 EMS, Cellfind and Cell C immediately should any of such information at any time change.

CONFIDENTIALITY

17. ER24 EMS undertakes that it shall not at any time discuss with or disclose or reveal the Member's information to any person, other than to:

- a. ER24 EMS, 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.
- b. Service providers in terms of these terms and conditions.

NOTICE AND DOMICILIA

18. 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 ER24 EMS, Cellfind and/or Cell C in writing not being a post office box or postal address.

19. All notices given in terms of this Agreement shall be in writing.

CONSENT TO JURISDICTION

20. The Member hereby consents to the jurisdiction of the magistrate's court having jurisdiction over its person in respect of any action by ER24 EMS, Cell C and/or Cellfind arising from this Agreement or the cancellation thereof. This consent does not oust the jurisdiction of any other competent Court and either Party shall be entitled, in its discretion, to institute action against the other Party in any Court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the cancellation of this Agreement.

SEVERABILITY

21. 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.

WHOLE AGREEMENT

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 point 15 above.

Medical Assistance

In the event of a medical emergency, a crisis manager will immediately dispatch a road or air ambulance, staffed by qualified emergency medical care practitioners. Life-saving support will be provided to the patient and, where relevant, transfer provided to the closest applicable medical facility.

The location of the cellphone will be determined via GPS. Alternatively, the location of the handset will be calculated by establishing the distance of the cellphone in relation to the nearest cellular tower.

When the panic button is activated, an instant alert will be triggered at the ER24 EMS Contact Centre. The Contact Centre co-ordinator will attempt to reach the subscriber telephonically.

The ER24 EMS co-ordinator will dispatch the appropriate unit once the exact nature of the distress call has been determined.

The co-ordinator will communicate with the next of kin (as specified on the subscriber account) and keep them informed of the situation.

The service includes everything listed below. Where applicable, please take note that ER24 reserves the right to bill your medical aid service provider for transport:

- Emergency Response, Stabilisation - Guaranteed
- Medical Transportation - Subject to alternate reimbursement model
- Emergency Medical Information - Telephonic advice only
- Medical Assistance Hotline - Telephonic advice only
- Telephonic Trauma Support Lines - Telephonic advice only

Our team of medical professionals will prioritise a transfer based on medical conditions, the degree of urgency, the patient's state and fitness to travel. Other considerations include but are not limited to airport availability, weather conditions and distance to be covered as assessed by the Contact Centre doctor. Our Contact Centre and operational team will determine whether transport will be provided by medically-equipped helicopter, regular scheduled flight or road.

HOME INVASION PANIC

In the unfortunate event whereby a beneficiary's home has been invaded, the beneficiary will have access to Home Invasion Panic via the 24/7 Panic Assist App or dedicated emergency number.

Should a beneficiary access the service via the Mobile App for a Home Invasion, the process will be as follows;

Technical Process for panic alert triggered via the Mobile App:

Once the beneficiary has selected the home Invasion Panic on the App, the App will first attempt to obtain the GPS/A-GPS coordinates, subject to LBS services being enabled by the beneficiary.

In the event where the coordinates are not obtainable for various reasons such as the beneficiary not enabling Location Services functionality or there is limited network coverage, the App will trigger the panic alert (without coordinates) within the 24/7 emergency call centre.

Assistance Protocol for panic alert triggered via the Mobile App:

Once the panic alert is successfully received within the emergency call centre, the beneficiary will be called within 30 seconds of receiving the first alert. Thereafter the beneficiary will be contacted an additional 3 times within a 5 minute window period.

Successful Contact:

The emergency call centre will acknowledge receipt of the panic alert and will confirm the following with the beneficiary:

- establish/confirm with the beneficiary whether the panic alert triggered is in fact a valid panic alert
- confirm whether the beneficiary requires medical assistance;
- risk address/location details (in the event that the information was not made available with the panic alert);
- details of the beneficiary's private security company (in the event that the information was not made available with the panic alert)
- Once the emergency call centre has successfully established and confirmed the above, assistance will be arranged as follows:
 - should a beneficiary require medical assistance, the emergency call centre will transfer the call to ER24, who will facilitate assistance;

- the emergency call centre will make contact with the South African Police Services, whereby assistance will be requested;
- Simultaneously, the emergency call centre will facilitate a call to the beneficiary's private security company, whereby assistance will be requested;
- as a last resort and in the event whereby the beneficiary does not have a private security company, the emergency call centre will use an external security company to respond to the scene
- once assistance has been requested, the 24/7 emergency call centre will continue with scheduled follow-up calls to the beneficiary until assistance has been confirmed.

Unsuccessful Contact:

In the event whereby the emergency call centre is unable to establish contact with the beneficiary, the following process will apply:

- following the first unsuccessful attempt to establish contact with the beneficiary, an additional 3 attempts will be made within a 5 minute window period.
- in the event whereby the 24/7 emergency call centre is unable to establish contact with the beneficiary after 4 unsuccessful attempts the emergency call centre will proceed as follows;
- the emergency call centre will make contact with the South African Police Services, whereby assistance will be requested;
- Simultaneously, the emergency call centre will facilitate a call to the beneficiary's private security company, whereby assistance will be requested;
- as a last resort and in the event whereby the beneficiary does not have a private security company, the emergency call centre will use an external security company to respond to the scene
- Where next of kin details have been provided, the emergency call centre will advise next of kin of the beneficiary's circumstances, once the above steps have been taken

Assistance Protocol for panic alert received telephonically via the Panic Assist dedicated line:

The emergency call centre will confirm and obtain the following from the beneficiary:

- establish/confirm with the beneficiary whether the panic alert triggered is in fact a valid panic alert;
- confirm whether the beneficiary requires any medical assistance;
- obtain the beneficiary's location details;

- details of the beneficiary's private security company

Once the emergency call centre has successfully established and confirmed the above, assistance will be arranged as follows:

- should a beneficiary require medical assistance, the emergency call centre will contact ER24, who will facilitate assistance;
- the emergency call centre will contact the South African Police Services, whereby assistance will be requested;
- simultaneously, the emergency call centre will facilitate a call to the beneficiary's private security company, whereby assistance will be requested;
- as a last resort and in the event whereby the beneficiary does not have a private security company, the emergency call centre will use an external security company to respond to the scene
- once assistance have been requested, the emergency call centre will continue with scheduled follow-up calls to the beneficiary until assistance has been confirmed.
- where the beneficiary has requested and provided next of kin contact details, the call centre will contact the respective party on behalf of the beneficiary to keep them apprised of the beneficiary's circumstances.

HIJACK PANIC

In the unfortunate event of the beneficiary being involved in a Hijacking, the beneficiary will have access to Hijack Panic via the Mobile App.

A beneficiary may access the Hijacking Assist service by initiating contact with the emergency call centre either via the Mobile App or via the dedicated contact number.

Should a beneficiary access the Hijack Panic service via the App, the process will be as follows; 25

Technical Process for panic alert triggered via the Mobile App:

Once the beneficiary has selected the home Invasion Panic on the App, the App will first attempt to obtain the GPS/A-GPS coordinates, subject to LBS services being enabled by the beneficiary.

In the event where the coordinates are not obtainable for various reasons such as the beneficiary not enabling Location Services functionality or there is limited network coverage, the App will trigger the panic alert (without coordinates) within the emergency call centre.

Note: The Mobile App will automatically track the new location at set intervals.

Assistance Process for panic alert triggered via the Mobile App:

Once the panic alert is successfully received within the emergency call centre, the beneficiary will be called within 30 seconds of receiving the first alert. Thereafter the beneficiary will be contacted an additional 3 times within a 5 minute window period.

Successful Contact:

The emergency call centre will acknowledge receipt of the panic alert and will confirm the following with the beneficiary:

- establish/confirm with the beneficiary whether the panic alert triggered is in fact a valid panic alert
- confirm whether the beneficiary requires medical assistance;
- location details (in the event that the information was not made available with the panic alert);
- details of the beneficiary's private tracking company (in the event that the information was not made available with the panic alert)

Once the emergency call centre has successfully established and confirmed the above, assistance will be arranged as follows:

- should a beneficiary require medical assistance, the emergency call centre will contact ER24, who will facilitate assistance;
- the emergency call centre will contact the South African Police Services, whereby assistance will be requested;
- in the event whereby a beneficiary has a private vehicle tracking company, the emergency call centre will contact the beneficiary's vehicle tracking company, whereby assistance will be requested;
- as a last resort and in the event whereby the beneficiary does not have a private vehicle tracking company, the emergency call centre will contact an alternative service provider to arrange assistance;
- once assistance have been requested, the emergency call centre will continue with scheduled follow-up calls to the beneficiary until assistance has been confirmed;
- should the emergency call centre be unable to reach the beneficiary but have obtained the beneficiary's location via the panic alert, the above protocols will prevail to the beneficiary's last known location.
- should the emergency call centre be unable to reach the beneficiary, and the beneficiary's location is unobtainable, the beneficiary's next of kin will be contacted in the event that this information is made available via the panic alert.
- should the emergency call centre be unable to reach the beneficiary, beneficiary's location is unobtainable and the beneficiary's next of kin details were not made available, the case will be closed