

Emergency Function - Panic Button [Terms and Conditions]

(these Terms and Conditions should be read with the Glovent App EULA)

The Services are made available to you by such third-party service provider(s) as made available by us from time to time through the App, and further selected for use by you or your community.

The default Emergency function on the App is limited to notifications sent to your user configurable contacts via in-app notifications and/or e-mail and/or SMS only, and the Emergency Function is not integrated into a community or an armed/emergency response service unless these services have first been opted in to and paid for, either by your community or by yourself. The purpose of the Emergency function is to alert relevant parties in case of distress. This is a best effort service and Emergency message delivery is not guaranteed within any specific timeframe and may be subject to network coverage and/or network performance.

1) Your Information for purposes of the Service

- a) The Services will be activated subsequent to your consent;
- b) To use the Services the Service Provider and we require certain information. By activating the Services, you consent that we (Glovent) may share the following information for purposes of the services to the Service Provider: -
 - i) Your Name;
 - ii) Your Cellphone Number;
 - iii) Your Location Data (whenever the Services are used);
 - iv) Your Medical Data provided to allow us and selected third parties to perform the Services;
- c) For the Services to work, the Service Provider and the armed response and/or medical response (“**Response Providers**”) need to know your location and contact details. The sharing of your location and contact details through the Panic Service is at your discretion, however if you don’t provide consent for this, the Services will not work properly. By activating the Services, you agree that the Service Provider and Response providers may process your location data and use your contact details;
- d) You agree to maintain accurate, complete, and up-to-date information in your Account as required by the Services. Failure to do so may result in your inability to access and use the Service or our, or the Service Provider’s termination of these Terms and Conditions with you.
- e) You agree that the Services may send you informational text (SMS) or Whatsapp messages as part of the normal operation of your use of the Services. You can opt out of receiving messages from us or the Service Provider at any time by sending an email to info@glovent.co.za, specifying that you no longer wish to receive such messages and providing the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving messages may impact your use of the Services.
- f) Processing of your Personal Information shall be done in accordance with our Privacy Policy. We agree to ensure that all Service Providers agree to comply with the applicable data protection laws and certain provisions under these Terms and Conditions when executing the Services.

2) The Services

- a) You are responsible to ensure that the device you use the Services from is working;
- b) The Services rely on data connectivity, either through Wi-Fi or through your cellular service provider’s data network. It is your responsibility that you are connected via data when using the Services.
- c) For the Services to work and allow the Service Providers, i.e. the Response Providers, your phone, data service and GPS service must be switched on, and the App must be properly installed and configured.
- d) The Service provider shall only be obliged to provide access to a response by a Response Provider to a Panic activation received through your App from if:
 - i) there is an available Response Provider who is online and able to provide a response;
 - ii) the Service Fees have been paid in full by You; and
 - iii) the Panic activation falls within the means the area within South Africa within which the Service Provider is able to provide a response to users like you as outlined by the Service Provider from time to time,
- e) You agree that the possibility exists that certain errors and/or omissions can occur during the provision of the Services. Should you become aware of any errors and/or omissions you must inform us immediately of the nature of the error and/or omission, the time of such error. On receipt of your notification, we will investigate in order to rectify or inform the Service provider to rectify.
- f) You agree to comply with the Fair Use Policy as stated below;

- g) Take note that we are a technology provider, facilitating the communications between your App (via the Panic button) and the Service Provider. The Service Provider engages with the Response Providers and not us. We cannot be responsible for any actions and/or omissions of the Service Provider once we have submitted the required communication via our Glovent platform (App) to the Service Provider.

3) Device compatibility:

- a) The Panic Button Service is compatible with most smartphones however it may not be compatible with other devices such as tablets and smart watches]

4) Response times:

- a) The Panic activation through our App will be submitted to the Service Provider that shall notify and procure the relevant Response Provider in the area as close as possible to your location ("Response Area"). We have no contact with the Response Providers whatsoever. The response time shall commence from the time of logging the Panic activation on the Service Provider Platform (not clicking the button on the App) to arrival of the Response Provider on scene.
- b) You acknowledge that the response times of the Response Providers who are dispatched to the you will depend on various factors including the Response Provider's availability and proximity to you, network availability, traffic, weather conditions, and force majeure events.
- c) Neither we nor the Service Provider will be responsible for any delay in the Response Provider to you once the Response Provider has been dispatched to your location. Once the Response Provider has been dispatched, it is the sole responsibility of the Response Provider to provide the security response services to you.
- d) Once the Response Provider in the Service Provider network has been dispatched and arrives at your location, it is the sole responsibility of such Response Provider to provide the response services to you in accordance with its internal protocols and service levels.

5) Limitation of liability

- a) Further to the Limitation of Liability as per the Glovent App EULA, take note that the Services may be used by you to request armed or medical or other response from third-party providers ("Response Providers"), however you agree that we (and the Service Provider) has no responsibility or liability to you related to the services provided to you by Response Providers other than as expressly set forth in these Terms and Conditions.
- b) **No Guarantee of Protection:** The Response Provider will make reasonable efforts to provide prompt response services. However, the Response Provider does not guarantee that the Services will prevent loss, harm, injury, or damage to the your property or person.
- c) **Delays or Failures in Response:** The Response Provider shall not be liable for any delays, failure to dispatch, or failure to arrive at the premises, which may be caused by factors including but not limited to traffic, road conditions, or any other circumstances outside of the Response Provider's control.
- d) You hereby acknowledge that where applicable the Services provided are provided as a deterrent to the commission of criminal activity and are not intended as a preventative measure in respect of such activity.
- e) **THE SERVICES ARE NOT INTENDED TO CONSTITUTE OR REPLACE AN INSURANCE POLICY AND/OR PUBLIC HEALTH AND SAFETY; AND IT IS HEREBY RECORDED THAT NO WARRANTY OF WHATSOEVER NATURE IS PROVIDED BY US, OUR SERVICE PROVIDER OR A RESPONSE PROVIDER IN RELATION TO ANY SERVICES RENDERED BY US OR THE SERVICE PROVIDER OR ANY RESPONSE TO YOU AND ANY DELAYS ASSOCIATED IN THE FACILITATION OF THE RESPONSES TO YOU.**
- f) You acknowledge that armed response services inherently involve risks, including but not limited to the possibility of physical confrontation, property damage, injury, or loss of life. You agree to assume all risks associated with the armed response services and release us from any liability arising from such risks.
- g) The limitations and disclaimer in this paragraph do not purport to limit liability or alter your rights as a consumer that cannot be excluded under the applicable law.

6) Fees and Payment

- a) **The price of Products:** The price of the Service will be the price as indicated on the order-pages when you place your order and confirmed in the cart. We will use all reasonable efforts to ensure that the

prices of the Service advised to you are correct. However, there might be instances where this is not the case, and we refer you to paragraph c) below in these instances.

- b) **VAT:** All prices and/ or costs quoted by us shall be inclusive of all applicable taxes but exclusive of VAT, which shall be shown clearly and separately to the agreed fees charged in terms of the Services. If the rate of VAT changes between your order date and the date we supply the Services, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- c) **What happens if we got the pricing wrong?** There is always the possibility that, despite our best efforts, some of the Services we make available may be incorrectly priced. We will normally check prices before accepting your order (offer) so that, where the Service correct prices at the time of your order is less than our stated price at the time of your order, we will charge the lower amount. If the Service correct price at the time of your order is higher than the price stated, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the Contract, refund you any monies you have paid and require the return of any Products provided to you.
- d) **Unexpected price changes: It is agreed that should there be a subsequent price increase on the Service where full payment is received only subsequent to the delivery of the Service, and such increases are beyond our control, including but not limited to, foreign exchange fluctuations, increased third party services, surcharges, taxes, rates or levies, delay caused by any of your instructions, regulatory changes, we shall be entitled to increase the Service fee accordingly, by the Rand value of the increase, but in proportion to the Service provided after written notification to you.**
- e) **Time and method of payments:** We accept payment in the following manner:-
 - i) **Credit Card Payments:**
 - (1) Credit card transactions will be acquired for our benefit via Netcash (Pty) Ltd ("Netcash"), who is the approved payment gateway for all South African Acquiring Banks.
 - (2) Netcash allows for payment with Visa and Mastercard credit cards.
 - (3) Netcash is PCI-DSS Level 1 Compliant.
 - (4) Netcash uses the strictest form of encryption, namely Extended Validation SSL (Secure Socket Layer) with 256-bit encryption and 3D Secure.
 - (5) **No credit card details are stored on our database.** Users may go to <https://www.netcash.co.za/> to view their security certificate and security policy.
 - (6) We will store your details separately from your credit card details which are entered by you on Netcash's secure website. For more detail on Netcash refer to <https://www.netcash.co.za/>.
 - (7) The merchant outlet country at the time of presenting payment options to the cardholder is the Republic of South Africa. Therefore, the transaction currency is South African Rand (ZAR).
 - ii) **Via the Community:** Under certain circumstances as agreed to between us and the community (i.e. Residential Estate) that you reside in, payment shall be received from the management of the community (i.e. Home Owners Association). Before use of the App we will indicate to you whether this applies or not.
- f) **When you must pay:** You are required to pay for the Service before activation of the Service. We will not activate the Service unless payment has been made in full.
- g) **What if my invoice is incorrect?** Should you believe that any part of your invoice is incorrect please [Contact us](#) promptly to let us know and we will not charge you interest until we have resolved the issue.
- h) We may, in our sole discretion and notwithstanding any instructions by you, appropriate any payment received from or on your behalf to any of your indebtedness to us arising from any cause whatsoever.
- i) **Special Offers:** We shall not be liable for the sale of Service at lower prices if such lower prices were increased and you could not, for any reason, conclude a Contract while such prices were at such lower price.
- j) **Records of Transactions:** We will keep a record of your transaction with us.
- k) **Suspension/Cancellation:** We have the right to terminate the Services / de-activate your use of the Services if payment is not made as agreed to. You have the right to cancel any Services you subscribe to personally at any time, by deactivating these Services through the App. In this event, these Services will continue until the end of the current billing period that has been paid for, and thereafter automatically terminate. Any Services subscribed to by your Community may be cancelled by your Community on their agreed notice terms to us and you.

Fair Use Policy for Emergency Responses

- 1.1 **Scope:** This Fair Use Policy governs the use of the Service Provider's unlimited emergency response services, ensuring they remain available and sustainable for all clients facing genuine emergencies.
- 1.2 **Emergency Response Definition:**
Medical Emergencies: Situations requiring urgent medical attention due to a significant threat to health or life (e.g., severe injuries, heart attacks).
Security Emergencies: Situations requiring immediate intervention due to a significant threat to personal safety or security (e.g., burglary, assault).
- 1.3 **Responsible Use:** You are expected to use the Service Provider's emergency services only for scenarios fitting the above definitions. Service Provider reserves the right to monitor usage patterns to identify misuse or abuse.
- 1.4 **Consequences of Misuse:** We (on behalf of the Service Provider) or the Service Provider may issue warnings, impose service limitations, or terminate services for clients found misusing the emergency response services.
- 1.5 **Policy Amendments:** We may modify this Fair Use Policy at any time. You will be notified of significant changes, which will also be updated in the Terms and Conditions.