

Application to Subscribe to the Home 911 Cell Phone Panic Button via our Website

1. Introduction and Application to Subscribe for the Use of the Home 911 Panic Button

- 1.1 Welcome to the Home 911's website at www.home911.co.za ("the Website").
- 1.2 The purpose of the Website is to provide via this Website, information and detail of the Home 911 Cell Phone Panic Button product offered by Digifax (Pty) Ltd trading as Home 911 ("we", "us" or "our") and to apply to subscribe to our Home 911 Cell Phone Panic Button product, should you, as user of our Website ("you" or "your"), so wish.
- 1.3 The Website is owned by Digifax (Pty) Ltd, with registration number 2004/001844/07, a company duly registered in accordance with the laws of South Africa and maintained by www.1stweb.co.za The Website is hosted by 1stweb and is located within the Republic of South Africa.
- 1.4 By accessing and using the Website, you, the user, agree to be bound by the terms and conditions that are set out herein. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this Website.
- 1.5 You are kindly referred to the provisions of section 11(3) of the Electronic Communications and Transactions Act, No 25 of 2002 ("ECT Act"), pursuant to which these terms and conditions are binding and enforceable against all persons that access our Website or any part thereof.
- 1.6 Furthermore, you may apply to subscribe for the activation of your own Home 911 Cell Phone Panic Button to your cell phone number, as stipulated by you via this Website ("Panic Button") by clicking 'accept', as provided for herein below.
- 1.7 Your application to subscribe shall be deemed accepted by us, upon date of activation of your Panic Button ("the Commencement Date"), subject to the terms and conditions contained in clause 2 below, which relate to the Panic Button, for an unlimited period of time, with effect as from the Commencement Date, provided that either you or us, shall be entitled to terminate the Panic Button

services by means of 1(one) calendar months prior written notice to the other (“the Duration of the Panic Button Agreement”).

- 1.8 We may at any time modify the terms and conditions relating the use of the Website, except for such provisions contained in clause 2 below, which deal with your Panic Button, and your continued use of the Website will be subject to the terms and conditions in force at the time of your use.
- 1.9 We reserve the right at any time to change or discontinue without notice, any aspect, feature or service offered by way of this Website, save for such services we undertook to render in respect of your Panic Button.

2. Subscription to the Panic Button

- 2.1 **Remuneration** – You undertake to remunerate us for rendering the Panic Button Services in the following manner:

- 2.1.1 R75-00 (seventy five Rand), including VAT per month, payable monthly in advance, by no later than the 10th of each and every month for the Duration of the Panic Button Agreement, however with the first payment on or before the Commencement Date,

by means of a debit order, which amounts shall be subject to such price adjustments, announced by us, from time to time, within our sole and absolute discretion, without prior written notice (“the Home 911 Remuneration”).

- 2.2 If any amount which is due in accordance with the provisions of this agreement is not paid on due date therefore, the outstanding amount shall bear interest at prime rate plus 3% calculated with effect from the due date up to the date of payment. All payments in terms hereof shall be made free of any deductions or set off, save as provided for in 3 below. In the event of any payment not being paid on due date thereof, we shall have the right to claim payment of all outstanding indebtednesses of you towards us, together with interest accrued, without prior notification. You shall bear and pay all legal costs arising out of any action which we may institute against you in respect of any sum due in terms of this agreement, on the scale as between attorney and own client, including any collection commission.

- 2.3 **Providing of Panic Button Services** - We shall provide and render the Panic Button Services in accordance with the provisions of this agreement on an ‘as is’ and ‘as available’ basis for the Duration of the Panic Button Agreement.

- 2.4 **Breach** – We shall in the event of a breach by you of any of your obligations contained or implied in this agreement, be entitled, without prejudice to any of its other rights or remedies in this agreement or at law, to furnish you with 7 (seven) days written notice to remedy such breach. In the event that you fail to remedy such breach, we shall be entitled, but not obliged, to hold you to the terms of this agreement and to institute proceedings for specific performance, or to cancel this agreement and claim damages. Notwithstanding anything to the contrary herein contained, we shall not be obliged to perform any obligation in terms of this agreement at any time whilst you are in breach of this agreement and the date for performance of any obligation by us shall be extended from the due date until the date upon which you remedy the breach in question.
- 2.5 **Suspension** - Notwithstanding anything to the contrary, we shall from time to time and without notice to you, be entitled to suspend the Panic Button Services in the event of any technical failure, modification or maintenance, either of the Panic Button Services, products or the equipment by means of which the Panic Button Services are provided or our network, or if you do or allow to be done anything which, in our reasonable opinion, may have the effect of negatively affecting the operation of our business, the provision of services to you or to any other subscriber. Notwithstanding any suspension of the Panic Button Services in terms of this clause 2.5 you shall remain liable for all charges due hereunder throughout the period of the suspension, unless we, in our sole discretion, should determine otherwise.
- 2.6 **Indemnity** - You hereby indemnify us, our employees, agents and/or principals against any and all liability, loss, costs or damages that may be suffered or incurred by us, our employees, agents and or principals as a result of claims or charges made against any one of us (whether at the instance of you or a third party) related or pursuant to or arising out of or deriving from any failure on the part of you to comply with your obligations in terms of this agreement.
- 2.7 **Limitation of Liability** - Although every care is taken by us to ensure the efficient operation of the Panic Button Services, we, our employees, agents and/or principals shall not be held liable or responsible for any damages or losses, of whatsoever nature and howsoever arising, suffered by you or any third party in relation to the Panic Button Services. In particular it is recorded that there are elements to the Panic Button Services, which are out of our control. These include, but are not limited to viruses or other destructive codes that attaches itself to and infects, corrupts or destroy other programs or systems, faults in the public telephone networks, the execution and implementation of the Panic Button Services relies on the approval of network providers and the network providers have the right to discontinue or suspend a service

in the event of line maintenance, service modifications and improvements or breach of codes of conduct, consequently, the parties agree that we, our employees, agents and/or principals shall not be liable or responsible for any direct, indirect or consequential loss or damage whatsoever suffered by you or any third party and howsoever arising in relation to the Panic Button Service. In addition, we do not represent, warrant or guarantee the error free use and/or availability of our products and Panic Button Services.

2.8 **Copyright and Intellectual Property Rights** - Copyright and intellectual property rights in and to all our products, Panic Button Services, this Website, trade names, trademarks, logos, service marks, material, texts, drawings, information and data use in relation to our products and Panic Button Services, whether registered or not (collectively "*Home 911's IP*"), are owned by us, alternatively we are the lawful user thereof. Nothing contained in this agreement shall be construed as granting you or any user a licence or right to use *Home 911's IP*, without our prior written approval.

2.9 **General** - You agree that you have not relied upon any oral or written representations made to you by us, our employees or by other authorised agent and that you have made, and is satisfied by, your own independent investigations into all matters. No relaxation, which any of the parties may allow each other at any time in regard to the carrying out of their respective obligations under this agreement shall prejudice or be regarded as a waiver of any of their respective rights under this agreement in any manner whatever. No addition to or variation, agreed cancellation or novation of this agreement and no waiver of any rights arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the parties. You shall not be entitled to cede any of your rights, nor delegate any of your obligations under this agreement, or any agreement arising out of, pursuant to, or connected with this agreement without out prior written approval.

3. **Multi Level Marketing and Commission**

3.1 You shall be entitled to market, promote and sell the Panic Button Services to third parties, for so long as you remain a subscriber to our Panic Button Services and earn commission there from, in accordance with the provisions hereof.

3.2 You shall have no authority or power to bind or to contract in our name or to create a liability against us in any way or for any purpose, other than as provided for in this agreement. Your authority to represent us, as agent or in any other manner is limited to the scope expressly contained in this agreement.

- 3.3 Both parties agree to co-operate fully and to consult with one another with regard to the affairs of this agreement, it being the intention that the relationship between them shall be governed by the principles of good faith in the interest of this agreement, and the affairs of this agreement shall be administered and promoted with the highest degree of integrity between the parties.
- 3.4 We undertake, for so long as you remain a subscriber to our Panic Button Services, to render the Panic Button Services to customers procured and sourced by you.
- 3.5 Should you elect to market our Panic Button Services to third parties in order to earn commission, you undertake to:-
- 3.5.1 comply with all our policies, procedures and business ethics;
 - 3.5.2 provide a prompt and professional service to all our customers or potential customers, at all times;
 - 3.5.3 provide all necessary human and other resources required to efficiently market, promote or sell the Panic Button Services and to adequately fulfil your obligations in terms of this agreement;
 - 3.5.4 comply with and to adhere to all the terms and conditions of the agreements to which we are a party with our service providers;
 - 3.5.5 ensure that each customer subscribe for the Panic Button Services via our Website;
 - 3.5.6 refrain from any action that may prejudice or be adverse to the public and/or our business interests;
 - 3.5.7 not market, promote or sell any products or services in competition with our Panic Button Services and/or products;
 - 3.5.8 be solely responsible for the administration of your own business affairs and activities, at your cost and expense;
 - 3.5.9 not to advertise the Panic Button Services in any manner, save with our prior approval.

- 3.6 You shall earn commission in respect of each subscriber procured by you, whom have duly subscribe for the Panic Button Services via our Website (or in such other manner prescribed by us, from time to time), under your designated code on a multi level marketing basis. Your commission shall be allocated to you as a result of your designated code. Each customer procured by you must subscribe in the prescribed manner, reflecting your designated code.
- 3.7 Your commission shall be calculated in the manner, as provided for in the Commission Plan, contained in this Website, on a multi level marketing basis.
- 3.8 You will only earn commission in respect of customers introduced by you, directly and indirectly, on a multi level marketing basis, whom are not in default of any of their obligations towards us, including, without limitation, failure to make prompt payment.
- 3.9 Your commission, as calculated in accordance with the Commission Plan, will be paid to you, 2 (two) calendar months after a customer's debit order has gone through successfully.
- 3.10 Notwithstanding anything to the contrary, you shall only be entitled to earn commission, as provided for in the Commission Plan, for so long as you remain a fully paid up subscriber of the Panic Button Services, yourself.
- 3.11 We shall be entitled, but not obliged, to set off our liability to pay you any commission, from any money you may be indebted to us, either in terms of this agreement or otherwise.

4. Your use of the Website

- 4.1 You agree that your use of this Website is for lawful purposes only. You agree that you will not use this Website for any unlawful purpose, including but not limited to the commission of a criminal offence, to gain unauthorised access to other computer systems or for the transmission of unlawful material.
- 4.2 You are licensed to view, download and print the content of our Website, provided that such content is used for personal, educational and/or non-commercial purposes only.
- 4.3 The content of our Website shall not be used, applied or exploited for any commercial and/or non-private purposes, without our prior written consent, which may be refused without reasons.

- 4.4 If you use, apply or exploit any of the content of the Website in breach of the provisions contained herein, we reserve the right to claim damages from you and we shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from your use of such content or any third party who obtained any content from you.
- 4.5 You may quote small and reasonable portions of content available from the Website only if such quote is placed in inverted commas and its origin acknowledged and recorded.
- 4.6 All licenses and/or permissions granted in terms hereof are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by us at any time without giving reasons therefore.
- 4.7 It is your responsibility, as user of this Website to acquire and maintain, at your own expense, the computer hardware, software, lines and access accounts required to access the Internet and this Website and/or to download content from this Website.
- 4.8 You will be solely liable for all costs and expenses incurred by you to obtain professional advice in relation to these terms and conditions.

5. Choice of Law

- 5.1 This Website is owned and operated within the Republic of South Africa. Therefore, these terms and conditions are governed by the laws of the Republic of South Africa, and the user consents to the jurisdiction of the Transvaal Provincial High Court in the event of any dispute.

6. Accuracy of Information

- 6.1 While every effort is made to ensure that the information provided on the Website is current and accurate, you should not assume that the information on the Website is always current or accurate, and we should be consulted before making any decision to act on the information displayed on this Website.
- 6.2 We make no representations or warranties, whether express, implied in law or residual, as to the accuracy, completeness or reliability of information contained on any of the pages comprising the Website and shall not be bound in any manner by any information contained on the Website or any of the pages comprising the Website.

6.3 No opinions, information, data or content contained on the Website shall be construed as advice and same are offered for information purposes only. We give no warranties and make no representations as to the accuracy, completeness or reliability of any such opinions, information, data or content.

7. Your Privacy

7.1 We respect the privacy of all visitors to this site. You may use this site without providing any personal information, but should you elect to subscribe to the Panic Button Services, you are obliged to provide us with your personal information.

7.2 Should you provide personal information, which you are not obliged to give, as stated in 7.1 above, we adhere to the following guidelines to protect your privacy, namely:

7.2.1 we will explicitly ask you for information that personally identifies you or allow us to contact you ("Personal Information"). Generally this Personal Information is requested in order to subscribe to our Panic Button Services and to activate your Panic Button;

7.2.2 we may use your Personal Information to operate the Panic Button Services, provide the multi level marketing opportunity, supply products, provide services, and to inform you of new features, services, and products, to enable us to process, validate and verify orders and requests for products and services and for the purposes for which you specifically provided the information; to improve your experience on our Website; to improve and develop new features, products and services; to alert you to new products, services and special offers and for other related purposes;

7.2.3 should you not wish us to use the Personal Information, please send an e-mail to info@home911.co.za;

7.2.4 we shall be entitled to disclose Personal Information if required to do so to (a) comply with applicable law or with legal process served on us; (b) to protect and defend our rights or property, and (c) for the purposes of distributing same to various third parties who are involved in the supply of products or provision of the services provided in accordance with these terms and conditions.

7.3 You should also be aware that information and data is automatically collected through the standard operation of the internet servers and through the use of "cookies." "Cookies" are small text files a web site can use to recognize repeat

users, facilitate the user's ongoing access to and use of the Website and allow the Website to track usage behaviour and compile aggregate data that will allow content improvements and targeted advertising. Cookies are not programs that come onto your system and damage files. Generally, cookies work by assigning a unique number to you that has no meaning outside the assigning site. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature; however, you should note that cookies may be necessary to provide you with certain features (e.g. customized delivery of information) available on the Website.

- 7.4 We will own and retain all rights, title and interest in and to non-personal statistical information collected and compiled by us in respect of the Website.
- 7.5 You, as user, agree and consent, subject to the provisions of the Regulations of the Interception of Communications Act, No 70 of 2002 ("RIC Act"), that we have the right to intercept, block, filter, read, delete, disclose and use all communications sent or posted by you to us, the Website, our employees and representatives. In addition, you agree and acknowledge that the consent provided by you in terms of this clause 6.5 shall satisfy the "writing" requirement as detailed in the RIC Act and the ECT Act.

8. General Disclaimer and Exclusion of Liability

- 8.1 It is a term and condition of the use of this Website that you expressly agree that the use of the Website is entirely at your own risk. The Website and all content on the Website is provided on an "as is" basis. We do not warrant that the functions provided by the Website will be uninterrupted or error-free, or that the Website or the server is free from viruses or other harmful components.
- 8.2 We, our directors, employees or representatives shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly, to your use of or reliance on any information provided on and via the Website or any pages of the Website, any e-mails sent from the Website, products supplied or services provided via this Website, including the Panic Button Services, any viruses that may infect your computer or other property on account of your access to and/or use of this Website, use of content, data or information made available via the Website, any failure, delay or unavailability of the Website or any

products or services offered via the Website for any reason whatever and the supply, or failure or delay in supplying any of the products or services offered via the Website and you agree and undertake to indemnify and hold us, our directors, employees or representatives harmless in respect of any loss, liability, damage (whether direct, indirect or consequential) or expense of any nature whatsoever, which may be suffered by you or any third party as a result of or which may be attributable, directly or indirectly, to any of the aforesaid.

9. Your comments

- 9.1. We value comments received from visitors to our Website. However, you agree not to transmit any material that is unlawful or harmful, defamatory, abusive, threatening, vulgar or obscene. You remain liable to any third party for your comments, and we are not liable to any third party regarding the content of your comments.

10. Links and linking

10.1 External links

- 10.1.1 This Website provides links to other Websites. The fact that we have such links must not be construed as constituting any relationship or endorsement of the linked third party, and reliance on all information and content provided by the external link is done so at your own risk. Third party advertising and promotional material may be displayed on the Website from time to time, and the display of such material should not be construed as we are endorsing or creating any relationship between us and that third party. Reliance on any such promotional or advertising material is entirely at your own risk.

10.2 Linking

- 10.2.1 Any third party wishing to link to the Website from their Website must obtain permission from us by directing such request to the webmaster, and permission may be granted on terms and conditions agreed.

11. Security

- 11.1 We shall take all reasonable steps to secure the content of the Website and the information provided by and collected from you, as user from unauthorised access and/or disclosure. However, we cannot provide or make any warranties or representations that the content shall be totally safe and secure.
- 11.2 We are under no legal duty to encrypt any content or communications from and to the Website and is also under no legal duty to provide digital authentication of any page on the Website.
- 11.3 You are not allowed to deliver or attempt to deliver, whether on purpose or negligently, any damaging code, such as computer viruses, to the Website or the server and computer network that support the Website.
- 11.4 Notwithstanding criminal prosecution, any person who delivers any damaging code to the Website, whether on purpose or negligently, shall, without any limitation, indemnify and hold us harmless against any and all liability, damages and losses we, our directors, employees, representatives, associates and/or affiliates may suffer as a result of such damaging code.
- 11.5 You, as user may not develop, distribute or use any device to breach or overcome the security measures of the Website and we reserve the right to claim damages from all involved.

12. Information Required in terms of the ECT Act

- 12.1 Our contact details for any purposes related to these terms and conditions are:
 - 12.1.1 Details of Website Owner:
 - 12.1.1.1 Full Name and Legal Status: Digifax(Pty) Ltd T/a Home911
 - 12.1.1.2 Registration Number: 2004/001844/07
 - 12.1.1.3 Physical Address of Website Owner: 55 Rietfontein rd, Rivonia
 - 12.1.1.4 Postal Address of Website Owner: PO Box 856,Fontainebleau,2032
 - 12.1.1.5 Description of Main Business: Fax to email, panic button services
 - 12.1.1.6 Website Address: www.digifax.co.za www.home911.co.za
 - 12.1.1.7 Official Email Addresses: info@home911.co.za

- 12.1.1.8 Telephone: 08610PANIC
- 12.1.1.9 Fax: 0866746791
- 12.1.1.10 Full Names of its Directors: Nigel Trevor Hamilton
- 12.1.1.12 Country of Registration of Website Owner: South Africa
- 12.1.1.13 Physical Address for Receipt of Legal Service of Documents: c/o
24 Sharrow rd, Boskruin, 2154

13. General

- 13.1 These terms and conditions constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral and written agreements. No failure or delay on our part in exercising any right or remedy hereunder or enforcing the terms and conditions of this agreement will operate as a waiver thereof. Headings are for convenience only and not for use in interpretation of these terms and conditions.
- 13.2 All provisions of these terms and conditions are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these terms and conditions which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of these terms and conditions shall remain in full force and effect.
- 13.3 Delay or failure to comply with or breach of any of these terms and conditions if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the party so failing, will not be deemed to be a breach of these terms and conditions nor will it subject either party to any liability to the other.