



MEDI RESPONSE ASSIST-ME PANIC BUTTON DEVICE SUBSCRIPTION AGREEMENT

1. Introduction

- 1.1. This Agreement sets out the terms and conditions governing the purchase of the Assist Me Panic Device ("**Device**") and subscription to the medical response services provided by Medi Response Holdings Proprietary Limited or its group of companies ("**Provider**").
- 1.2. By purchasing the device and subscribing to the services, the undersigned, being the client ("**Client**") who signs these terms and conditions ("**Agreement**") agrees to be bound by the terms of this Agreement.

2. Purchase of the Device/s

- 2.1. The Provider offers the following Assist Me devices for purchase by the Client:

Description	Amount (ZAR)
Assist Me Mobile Panic Devices (once-off fee)	R2,999.99
Safety Watch (once-off fee)	R3,199.99

- 2.2. The purchase price shall be payable in full prior to the delivery or activation of the device.
- 2.3. The Device is sold with a standard six-month South African warranty that covers manufacturing defects. The warranty excludes damage caused by misuse, negligence, accidents, or modifications.
- 2.4. The Client is responsible for any damage to the Device not covered under the warranty and will bear all repair or replacement costs.



- 2.5. Any upgrades to the Device will be subject to a fee, which will be communicated to the Client at the time of the upgrade offer. The upgrade fee will be in addition to the regular subscription fee. In the event of technology obsolescence, the Provider may offer an upgrade or replacement of the Device at a discounted rate to ensure continued service quality and compatibility.

3. **Subscription Services**

- 3.1. In order to access the monitoring and response services, the Client shall subscribe to the Provider's services at an annual subscription fee of R2,056.20 per device.
- 3.2. The annual subscription fee shall be payable either via debit order or electronic funds transfer.
- 3.3. The subscription will automatically renew each annual anniversary date unless terminated in accordance with the terms of this Agreement.
- 3.4. The Provider shall notify the Client at least one month prior to the renewal date of the upcoming subscription renewal.
- 3.5. Should the Client cancel during an active subscription period, no refund shall be payable in respect of subscription fees already paid for that period.
- 3.6. All cancellation requests must be submitted in writing to the Provider.

4. **Activation**

- 4.1. Upon activation of the device by the Client, an alert will be transmitted to the Provider's monitoring control room.
- 4.2. The Provider will assess the alert and may dispatch an emergency response team where appropriate.
- 4.3. The Client acknowledges that the effectiveness of the services may depend on factors beyond the Provider's control, including but not limited to:
 - 4.3.1. telecommunications network availability;
 - 4.3.2. signal strength or connectivity;
 - 4.3.3. environmental conditions; and
 - 4.3.4. accessibility of the Client's location.

5. **Payment Terms**

- 5.1. Subscription fees shall be payable annually and shall become due on the invoice date issued by the Provider.
- 5.2. The Provider shall issue invoices electronically, and all invoices shall be sent to the Client via email.
- 5.3. The Client shall ensure that payment of the annual subscription fee is made on or before the due date reflected on the invoice.
- 5.4. Should the Client fail to pay the subscription fee by the due date, the Provider reserves the right to cancel the services within seven days of non-payment.

6. **Client Responsibilities**

- 6.1. The Client shall ensure that all personal information, contact details, and emergency contact information provided to the Provider remain accurate and up to date at all times.
- 6.2. The Provider shall not be responsible for any failure in service delivery resulting from incorrect, outdated, or incomplete information supplied by the Client.

7. **Warranty and Liability**

- 7.1. The Provider warrants the Device against manufacturing defects for six months from the date of activation by the Provider. The warranty does not cover damage caused by accidents, misuse, negligence, or modifications.
- 7.2. The Client is responsible for the repair or replacement costs of any damage to the Device outside the warranty coverage.
- 7.3. The Provider is not liable for indirect, incidental, or consequential damages arising from the use of the Device or services.
- 7.4. The Client acknowledges that the subscription fee reflects the allocation of risk and the limitation of the Provider's liability. In the event that the Provider is held liable for any reason whatsoever, then the Provider's maximum cumulative liability shall not exceed one month's subscription fee.

8. **Termination**

- 8.1. The Client may terminate the subscription by providing the Provider with one calendar month's written notice.
- 8.2. Cancellation shall take effect on the last day of the applicable calendar month.

- 8.3. The one month notice period shall remain billable and payable in full.
- 8.4. The Provider may terminate the agreement if the Client breaches any material terms, including non-payment.
- 8.5. In the event of the Client's passing, the subscription may be cancelled upon submission of written notice together with a copy of the death certificate, in which case the Provider may process the cancellation without requiring the standard notice period.
- 8.6. Upon termination, the Client must cease using the services and the Device. The Provider will not be obligated to refund any subscription fees already paid.

9. **Governing Law**

This Agreement is governed by the laws of the Republic of South Africa. Any disputes arising from this Agreement will be subject to the exclusive jurisdiction of South African courts.

10. **Miscellaneous**

- 10.1. No amendment or modification to this Agreement shall be valid unless in writing and signed by both Parties.
- 10.2. This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements.
- 10.3. The Parties choose their domicilium on the addresses set out on the signature page below.
- 10.4. This Agreement may be signed in counterparts and by way of electronic signature



***Emergency
Medical
Service***



***Event
Medical
Service***



***Education
& Training***



***Remote Site
Medical
Service***



***360° Global
Medical
Service***