



GENERAL 24/7 ASAP TERMS AND CONDITIONS

Definition

- A. “24/7 ASAP” or we/us/our ”** means 24/7 ASAP (Pty) Ltd (Registration Number 2012/183088/07) a limited company and the brand trading name for the products and services offered, marketed, and sold by Talksure Pty Limited. The company is incorporated in accordance with the company laws of the Republic of South Africa
- B. “Talksure”** means Talksure Trading (Pty) Ltd, (Registration No. 2010/013902/07;) A specialist insurance and Value added product (VAP) call centre providing a wide range of products across South Africa. Talksure have full exclusivity to offer, sell and send marketing materials of 24/7 ASAP products and services to their current and future members. The Company is incorporated in accordance with the company laws of the Republic of South Africa.
- C. “Service Provider”** means the service provider(s) that are used by 24/ASAP to deliver the subscribed service to the member.
- D. “Vodacom”** means Vodacom Group (Pty) Ltd. Incorporated in South Africa .Registration (1993/005461/07)
- E. “MTN means ”** Mobile Telephone Networks (Proprietary) Limited Incorporated in South Africa, Registration No. 1993/001436/07)
- F. “Emergency call centre “means”** the 24 hour 365 day emergency call centre who’s agents speak directly to the member to assist them and to deploy the 24/ASAP services
- G. “ Agent”** means the call centre agent at 24/7 ASAP emergency call centre.
- H. “Client or member”** means a paying client or member of 24/7 ASAP products & services.
- I. “Additional members”** means an additional member added the main members account for 24/7 ASAP services.

J. “Panic button” means the specific number(*120*880*725444#) which is provided to the member so they can save into their cell phone and use as the primary option to contact 24/ASAP emergency contact centre in order to deploy the appropriate and subscribed services.

K. “Alternative Emergency Number” means the alternative or secondary number (**0861 444 442**) to contact 24/7ASAP emergency contact centre in order to deploy the appropriate and subscribed services .Calls to this number are charged at standard Telkom rates and will be higher if calling from your cell phone.

L “LBS” means Location based servicing, a reliable and well known location system to track your location via your cell phone signal.

M. “GPS means “Global positioning System”- A reliable and well known location system to track your location via cell phone sign

N. “Our Roadside services” means the 24/7 ASAP Rapid Roadside and 24/7 ASAP Rapid Roadside Upgrade services.

O. “Products and Services” means the services offered, marketed and sold under the 24/7 ASAP brand by Talksure Pty Ltd.

P. TrackGuard means “A national armed response unit despatched to a member who has a roadside emergency or breakdown in South Africa and feels unsafe .Please view the 24/7 ASAP TrackGuard terms and conditions for further details or go onto www.247asap.co.za.

Q.” 24/7 ASAP Premium Service or 24/7 Partial services” Means a bundle of other services we offer our members in addition to our TrackGuard service”

The bundle of products within the 24/7 ASAP premium or24/7 Partial services may vary but they currently consist of the following below. The member will agree telephonically to the products within the bundle. Should those services the customer has agreed to materially change from a service perspective, then the member will be informed by email or SMS.

-TrackGuard: A national armed response unit despatched to a member who has a roadside emergency or breakdown in South Africa and feels unsafe Please view the 24/7 ASAP TrackGuard terms and conditions which are available at www.247asap.co.za

-Rapid Roadside Assistance -A comprehensive national roadside repair and breakdown service to assist members who have experienced a roadside breakdown and need assistance with their vehicle or to be towed Please view the Rapid Roadside & Roadside Upgrade terms & conditions which are available at www.247asap.co.za. (**Rapid Roadside assistance only applies to 24/7 Premium members**).

-Rapid Roadside Rapid Upgrade- In addition to the comprehensive repair and breakdown service cover of the standard Rapid Roadside, the upgrade allows the member to be able to access the top 5 national roadside service networks. Our research suggests in 50% of cases, having access to this comprehensive network, can reduce your waiting time for your roadside to arrive. Please view the Rapid Roadside Upgrade terms & conditions which are available at www.247asap.co.za. **(Rapid roadside upgrade only applies to 24/7 ASAP Partial members)**

-Legal SOS- 24 hour legal advice hotline if a member has been arrested or is under the threat of arrest for a criminal activity. The member is entitled up to 30 minutes legal advice with our qualified lawyers. Please see specific product terms & conditions for legal SOS at www.247asap.co.za.

-Road Cover Injured victims are faced with huge challenges when processing a claim with the Road Accident Fund (RAF), at a time when they can ill afford additional stress **Road Cover** will assist you in processing your claim with the RAF by making the procedure as convenient as possible. (Please see specific product terms & conditions for Road cover at www.247asap.co.za).

-HIV Prevention & Trauma Counselling - In the event of exposure to HIV through a trauma or assault the member can access the following, 24 hour telephonic HIV advice and counselling line, emergency evacuation to HIV treatment facility (ER24 Only), Medical consultation, 3 day starter pack, 25 day antiretroviral HIV treatment including sexually transmitted disease therapy, Pathology tests

In the event that a 24/7 ASAP TrackGuard Premium member is involved in a traumatic event or is witness to a traumatic event the member will have access to telephonic counselling, referral to a qualified counsellor, Face to face counselling with a qualified counsellor limited to a R3000 per annum. Please see specific product terms & conditions for HIV Prevention & Trauma Counselling at www.247asap.co.za.

R. Service level Agreement (SLA) means the defined performance standards of 24/7ASAP products and services to our members.

S. App means” 24/7ASAP new Panic facility App, which once downloaded by the member they can use to panic into the 24/7 ASAP emergency contact centre. Additionally we can track the members location via GPS signal across all mobile phone networks.

T. “Corporate Member” means a private entity or a company who wants to cover their personnel/employees for cover where business use is required. Corporate members will have separate terms and conditions of use and call out limitations.

2.0 Set up Requirements for accessing 24/7 ASAP services

-There are currently two ways to access the 24/7 ASAP services in an emergency:

2.1 By setting up the panic button on your cell phone. The member needs to save this number (***120*880*725444#**) into their cell phone so we can track their cell phone signal in a roadside emergency and be able to locate the member more easily. We encourage members to save the number as **247 Panic Button** so it is clear which number to press in an emergency. However, you can save the number as any contact you choose.

Once the panic number is saved in your cell phone, you can then dial the number, which enables the member to access the 24/7 ASAP emergency call centre 24 hours a day, 365 days per year. The call centre will provide immediate assistance and despatch the services the member requires and is subscribed to receive. For more details on the setup of the panic button, please visit www.247asap.co.za. Or contact client services on **0860 33 33 43**.

2.2 By phoning the alternative emergency number 0861 444 442- If you do not have the panic number stored on your cell phone, which is the recommended option to members, you can call this alternative number. We will still respond speedily but there will be more time taken at this stage to confirm your location, as we can not track you via your cell phone. However, we will take all the action necessary to locate you ASAP. This number is also available on direct enquiries under the name 247 ASAP.

2.3 The panic number(***120*880*725444#**) on the member's cell phone will only work if the cell phone is turned on, has network coverage and has at least R5 of credit available on their cell phone. The member, as a second alternative, can call the alternative emergency number (**0861 444 442**)- from any phone to get through to the emergency call centre.

2.4 The panic number (***120*880*725444#**) is registered on the cell phone number that is given at the time of registering for the 24/7 ASAP service. Please note that if a member or additional member, changes their cell phone number in the future, it will be the responsibility of the member to inform us of the change so we can reallocate the panic number onto your new cell phone. Please call client services on **0860 33 33 43** to reset the panic function for you. Please be advised it can take up to 72 hours for the update to activate.

2.5 By March 2017, 24/7 ASAP members will be able to download a free 24/7ASAP app which will enable all smart phone users to be able to use the panic button function via the app. This will also enable members to be tracked by GPS technology to their location as well as other useful functions. Once the app is operational, 24/7 will communicate the benefits to our

members via the website www.247asap.co.za. 24/7 ASAP recommend that in addition to downloading the app the member also should save the panic number in their cell phone.

2.6 The 24/7 ASAP panic application has separate terms and conditions of use. Please refer to the website for the terms & conditions.

3.0 24 hour Emergency call centre

3.1 The 24/7 ASAP emergency call centre is open 24 hours a day 365 days a year to attend to our members needs and to dispatch the 24/7 ASAP services in the most efficient way possible to our members.

3.2 The 24/7 ASAP emergency call centre agents are trained to deal with real life emergency scenarios and will help the member to make sure they are safe & secure. Any member who has a cell phone and either presses the panic button provided or activates the panic button on their app(smart phones only) will be called back by the 24/7ASAP emergency call centre within 45 seconds to assist. If a member calls the alternative number the emergency call centre will respond within 60 seconds.

3.4 By pressing the panic button on your cell phone or activating the panic button on the app, an alert will be automatically sent to the emergency call centre. The call centre agent who receives the alert will call the registered cell phone a minimum of three times at sixty seconds intervals until the member picks up the phone. On the fourth attempt, the agent will leave an answer phone message or they will send an SMS alerting the member they have called.

3.5 The emergency call centre's first task from the first call to the member is to understand the nature of the panic situation and to verify the user's membership credentials, which can be done within 15-30 seconds. The agent will deliver appropriate advice dependent on the emergency and deploy the services of which the member is entitled to receive.

3.6 The call centre agent will also attempt to co-ordinate the deployment of roadside assistance on behalf of the member to ensure as little time delay as possible. The agent will try an attempt to validate the member's roadside with their provider and keep the member informed of the roadside time of arrival.

3.7 If a call centre agent is concerned that the member is in danger or has a medical emergency but can not make contact to confirm with the member, then the agent may send the 24/7 ASAP services or emergency services to the location of the member to assist.

3.8 The call centre agent will keep in touch with the member regularly throughout the whole process to provide assistance and keep the member informed of expected arrival times.

3.9 The 24/7 ASAP emergency call centre, on behalf of the member, can call the emergency services if required and instructed by the member. 24/7 ASAP except no recourse or

liability for any fees incurred and it will be the responsibility of the member or their medical insurance to reimburse any fees owing from a call out.

4.0 General conditions for 24/ASAP services

4.1 24/7 ASAP can from time to time make changes to the terms & conditions of their services, without written notice to the member. However, the up-to-date terms and conditions will always be available via our website www.247asap.co.za. The member is solely responsible to keep themselves updated on any changes to the terms and conditions by visiting the website or they can request an updated copy by calling our customer services team on 0860 33 33 43.

4.2 The 24/7 ASAP emergency call centre keeps a record of all services used by all 24/7 ASAP members, which include the details of the services rendered on each occasion. 24/7 ASAP has the sole right to refuse service at any time without notice, if there is a sufficient opinion that the call out is not genuine, or the service is deliberately being miss used by the member.

4.3 All 24/7 ASAP services are non-transferable and the current 24/7ASAP member or additional member shall not cede, transfer or assign the rights of the service to another non-member.

4.4 If a non-member of 24/7 ASAP uses the details of a member or additional member to activate any of the 24/ASAP services and deliberately falsifies their identification, then this will result in the selected service not being deployed or the service not staying with the non member for the allocated time.

4.5 If there is sufficient evidence, obtained by 24/7ASAP that a member deliberately contrived with a non-member to allow them to use the 24/7ASAP services when not subscribed to do so, then the member will be liable for the costs of that service being rendered.

4.6 24/ASAP have partnered with reputable and professional service providers who work in conjunction with 24/ASAP to provide an excellent service for all our products and services. 24/7ASAP continually monitors the performance of all our service providers ensuring an excellent service is always a minimum requirement.

4.7 24/7ASAP can not be held responsible for the actions or omissions of our service providers or for any damage caused by their performance or failure to perform.

5.0 Location devices

5.1 LBS Technology is only available on MTN and Vodacom connected subscribers. Members who are not on these services can not be currently located via LBS technology. However, 24/7 ASAP will use other methods to locate you and our primary objective is to be with you ASAP to provide assistance.

5.2 24/7ASAP TrackGuard and our roadside services can not guarantee to find your exact location via (LBS) technology. This technology, which can be as accurate as 100 meters but can on occasion be up to 1km. Additionally, in some instances due to mobile phone signal failure, this tracking technology may not be available. However, 24/7 ASAP will endeavour to find you and use whichever means necessary to come and provide assistance.

5.3 As mentioned in clause 2.5, the 24/7ASAP app will allow the use of GPS technology to locate our members. Most smart phones have the ability to download an app and will mean that they can be located via GPS technology. 24/7ASAP recommends using the 24/7 app so the member can receive the optimum service levels.

5.4 The 24/7 APP may not work on all smart phones and 24/7 ASAP can not guarantee the app will work on every member's cell phone device. However the client can still be located via the panic button or alternatively use the alternative number to contact the 24/7 ASAP emergency call centre

6.0 Subscriptions & Payment Policy

6.1 The main member and additional members (who fall under the main members account) will only be eligible to use their membership if their subscriptions are up to date.

6.2 The member shall pay all subscription charges monthly in advance in terms of 24/7 ASAP's payment policy.

6.3 24/7ASAP, reserve the right to increase your premiums by a market related amount. Any premium increase will be communicated on the website www.247asap.co.za

6.4 Payment of subscription charges shall be made by way of debit order on the date specified by the member unless the debit order is returned, in which event 24/7 ASAP may

take such payment on a date of its choice via a debit order facility including but not limited to NAEDO(non-authenticated early Debit Order). Failed subscriptions will be recovered either in the same or subsequent months thereafter.

6.5 If a main member has added on an additional member to their account for a 24/7ASAP service, all communication from 24/7ASAP will go directly to the main member unless specifically requested that it should be sent to the additional member. Therefore, the main member is responsible to inform the additional member of the services subscribed. They are also welcome to call our customer services department for more information on our services on 0860 33 33 43

6.6 The recommended retail price of TrackGuard is R89 per member. On certain promotions the price may vary but the price will always be clearly stated to the customer over the telephone.

6.7 On Certain promotions of 24/7 ASAP subscription, members would have agreed by telephone, to subscribe to a 24/ASAP service and receive a set free period on one or more of the 24/7 ASAP services. The free period will be specified on the telephone call between the agent and the customer. Once the free period has expired, a debit for the agreed amount will still be taken the following month, on the selected day agreed with the member on the original phone call. If the member wishes to cancel the subscription to the 24/7 ASAP service before the free period has ended or after, they are free to do so without penalty. However to enable the cancelation they will need to contact the customer retentions team on 0860 33 33 43.

6.8 24/7 ASAP is entitled to recover any other outstanding amounts via debit order, including subscriptions in arrears and additional charges. This may result in your account being debited for the total amount owing.

6.9 The member shall be liable for any bank charges incurred by 24/7 ASAP as a result of returned debit orders.

6.10 24/7 ASAP reserve the right to collect January subscriptions in advance, between the 15th and the 25th of December of the previous year.

6.11 If subscription charges are not up to date then the 24/ASAP services may not be deployed.

7.0 Client Service and queries

7.1 The Client service department is open Monday to Friday 8am-5pm to deal with any queries that our members may want to discuss, including but not limited to: Setting up the

panic button, product information, cancelation/retention, debit queries, upgrading their service .The client services telephone number is 0860 33 33 43.

8.0 Cancelation Policy

8.1 We hope that our members see the true value in 24/7ASAP services and want to remain registered to the services. However if a member wishes to cancel they are free to do so without any penalty. All 24/ASAP services are on a rolling month-to-month contract.

8.2 If a member wants to keep the 24/7 ASAP services but is experiencing financial difficulty, in certain cases we can discuss other payment options to assist or to downgrade certain services.

8.3 To downgrade your 24/ASAP services or to cancel the services in their entirety please call our client services team on 0860 33 3343 who will assist you further.

9.0 Customer complaints

9.1 24/7 ASAP takes complaints very seriously from any of our members and will conduct an internal investigation to your issue so we can solve the query. If a member has a complaint please call our customer services team on 0860 33 33 43.

9.2 24/7 ASAP aim to acknowledge any complaint within 24 hours of coming to our attention. We will launch an internal investigation to understand and resolve the complaint. We aim to resolve the complaint within 5 working days and will keep the member informed of progress.

9.3 24/7ASAP records all calls and consistently monitor performance levels to make sure our members are receiving the best customer service.

