

TRACKER CAREGUARD TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Tracker CareGuard is a service that provides you with a national, mobile, armed response unit, despatched to you in the event that your safety or security is compromised.
- 1.2. For you to have access to the Tracker CareGuard service ("Service"), you need to be subscribed to the Service, and you need to register the WhatsApp function for the Service which will enable you to request emergency assistance through WhatsApp.
- 1.3. Tracker will call you to understand your situation and if required, will despatch the Tracker CareGuard reaction unit directly to your location and facilitate other services you may require.

2. THE SERVICE

- 2.1. Tracker CareGuard will be deployed in circumstances where your safety or security is compromised.
- 2.2. The Service is not to be used for third parties who are not subscribed to the Services.

3. TRACKER CAREGUARD CODE OF CONDUCT

- 3.1. The Tracker CareGuard Service Providers are experienced and well-trained individuals who have the skills and knowledge to protect you in dangerous situations. The majority of the Tracker CareGuard Service Providers have many years of expertise in the security and protection field.
- 3.2. The Tracker CareGuard Service Providers will always be professional, friendly and sensitive to your needs and concerns, and will take the necessary action to protect you and make you feel safe.

4. TRACKER CAREGUARD NATIONAL COVERAGE

- 4.1. The Tracker CareGuard Service is available in major metros, sub-metros and many outlying areas, which areas will be expanded and amended from time to time. Should you however require the Tracker CareGuard Service in an area that is not in the coverage area, Tracker will use its best commercial endeavours to find an alternative solution. However, Tracker cannot warrant that the Tracker CareGuard Service will be provided in an area outside the Tracker CareGuard coverage area. The coverage area is available at <https://docs.aura.services/hosted-coverage-map.html>.
- 4.2. In the event that you require the Tracker CareGuard Service outside of any of the above areas, Tracker will as soon as reasonably possible liaise with the local law enforcement agencies or a suitable third-party service provider to notify them of your situation and request assistance.

5. TRACKER UNDERTAKING

- 5.1. Tracker undertakes that, if you request a Tracker CareGuard Service Provider to assist, we are committed to finding and protecting you as soon as possible.
- 5.2. The Tracker CareGuard Service Providers will be deployed to the location generated from the WhatsApp Bot, and your location will be confirmed when we contact you.
- 5.3. As soon as your location is confirmed, the Tracker CareGuard Service Provider will be dispatched to that location should the claim be confirmed to be valid and Tracker has established that a Tracker CareGuard Service Provider is required.

6. EXPECTED ARRIVAL TIMES

- 6.1. You will, at the time, be informed of the expected arrival times of the Tracker CareGuard Service Provider. The arrival times depend on your distance from the suburbs, towns and cities in the coverage area. We will use our best endeavours to meet the expected time of arrival 100% of the time.
- 6.2. If you are outside of the coverage area, we are completely committed to finding you as soon as possible, but we cannot commit to a timeframe. An estimated time of arrival will however be communicated to you once your location has been confirmed.
- 6.3. The arrival times depend on your distance from the suburbs, towns and cities in the coverage area. We will use our best endeavours to meet the expected time of arrival 100% of the time.
- 6.4. We may depend on network coverage and your providing your correct location details in order to establish your exact location and arrive within the expected arrival times.
- 6.5. You have to update your location in WhatsApp if you move from the confirmed location. Failure to provide this information may mean that the Tracker CareGuard Service Provider is unable to locate you.
- 6.6. If you are not at the confirmed location, the Tracker CareGuard Service Provider will search the area to find you. If he cannot locate you, or if there has been no further response from you, the Tracker CareGuard Service Provider will return to his base location.
- 6.7. Whilst our goal is to arrive within the committed time frames to protect you, there are certain circumstances beyond our control which can prevent or delay the Tracker CareGuard Service provider arriving within that time such as adverse weather conditions, acts of God, adverse road conditions, heavy traffic, roadside accidents or cellular network coverage. However, Tracker will inform you of the expected arrival time throughout.

7. LIMITATION OF LIABILITY

- 7.1. We will use any means reasonably necessary to protect you from harm. However, Tracker cannot guarantee your or any third party's safety, or prevent you from suffering any loss, injury or damage of whatsoever nature and however arising.
- 7.2. Neither Tracker nor the Tracker CareGuard Service Providers shall be liable to you or any third party for any direct or indirect (including consequential) damages that may be suffered in the performance or non-performance of the Services, except where such damages was as a result of gross negligence or wilful misconduct on the part of Tracker or a Tracker CareGuard Service Provider.
- 7.3. No service can be provided if you have not downloaded the WhatsApp functionality and registered your information.
- 7.4. We cannot warrant that the Tracker CareGuard Service will be available to you at all times.

8. LIMITATION OF SERVICE

You may use the Service 6 (six) times in a 12 (twelve) month rolling period, after which you will be charged an additional fee, which fee will be communicated to you at the time.

9. CONSENT

By using the Service, you consent that Tracker and the CareGuard Service Providers may lawfully enter the premises where a panic activation has originated.