



TRACKER CAREGUARD TERMS AND CONDITIONS

These Tracker CareGuard Terms and Conditions shall be read in conjunction with the Tracker Standard Terms and Conditions of Service (as applicable) and the Tracker CareGuard Application Terms of Service.

1. INTRODUCTION

Tracker CareGuard is a technology platform which enables you to access the closest vetted private (or public) security and medical response unit (as necessary) to your location, by using the Tracker CareGuard Application (“App”) downloaded on your connected device.

2. THE SERVICE

2.1. The Tracker CareGuard services are provided to you following the activation of a distress signal received from you through the App in the event of an emergency (“Panic Activation”) or by calling our Monitoring Call Centre on 0860 444 244 and Tracker dispatching emergency response services through its service provider network (“Service”).

2.2. The App provides a location-based software service which informs independent third-party emergency security or medical service providers (“Responder/s”) of the location of your internet-connected device.

2.3. Tracker will dispatch a Responder to your location within the geographical areas covered by us, as per the following links:

<https://docs.aura.services/hosted-coverage-map.html>

<https://docs.aura.services/hosted-coverage-map.html?responseType=2>

subject to the provisions of clause 4 (*Tracker CareGuard Coverage and Response Times*) below.

2.4. Tracker agrees to provide the Services to you, subject to the Tracker standard terms and conditions of service, and subject further to the terms and conditions set out herein (“Terms”). By downloading, displaying, signing up for and/or accessing the App, you agree to be bound by the CareGuard Terms, which may from time to time be modified. You agree to continually familiarise yourself with the Terms.

2.5. For you to have access to the Service, you need to be subscribed to it, and you need to download and register on the App. The Service is not available to third parties who are not subscribed thereto.

3. TRACKER CAREGUARD CODE OF CONDUCT

- 3.1. The Responders are experienced and well-trained individuals who have the skills and knowledge to provide the Services. The majority of the Tracker Responders have many years of expertise in the emergency security or medical service field.
- 3.2. The Responders will always be professional, friendly and sensitive to your needs and concerns, and will take the necessary action to provide the Service you require.

4. TRACKER CAREGUARD COVERAGE AND RESPONSE TIMES

- 4.1. You acknowledge and agree that the Services may only be available in certain areas, as outlined in the following links:

<https://docs.aura.services/hosted-coverage-map.html>

<https://docs.aura.services/hosted-coverage-map.html?responseType=2>

as updated and amended from time to time (“Coverage Area/s”). The Services may not be available, nor guaranteed, in out-of-coverage areas where Tracker does not have adequate or any Responders (“Out-of-Coverage Area/s”). In relation to Coverage Areas, you acknowledge and agree that coverage in the Coverage Areas is subject to change from time to time as more Responders are added or removed and accordingly certain Coverage Areas may become Outof-Coverage Areas, depending on capacity requirements.

- 4.2. In relation to Out-of-Coverage Areas, you acknowledge and agree that a response by a Responder to a Panic Activation from you received through the App (“Response”) is not guaranteed, and if Tracker agrees to provide a Response, it may take longer than a Response in a Coverage Area. In such circumstances, no response time estimates can be provided to you or guaranteed by Tracker and a Response may be provided by relevant local private or public security and/or medical providers, as applicable.
- 4.3. You agree that Tracker shall not be held liable for any delay in Response times. As such, you hereby indemnify and hold Tracker and Responders harmless against any delay in any Response, regardless of the circumstances.

5. TRACKER UNDERTAKING

- 5.1. Tracker undertakes that, if you request a Responder to assist, we are committed to finding, protecting and/or assisting you as soon as possible.
- 5.2. The Responders will be deployed to the location generated from the App, and your location will be confirmed when we contact you.
- 5.3. As soon as your location is confirmed, the Responder will be dispatched to that location should the Panic Activation be confirmed to be valid.

6. LIMITATION OF LIABILITY

- 6.1. We will use any means reasonably necessary to provide the Service. 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.
- 6.2. Neither Tracker nor the Responders 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 Responder.
- 6.3. We strongly encourage you to download and register on the Tracker CareGuard App to enable us to provide you with the best possible service. If you did not download and register on the App, you need to call the Tracker Monitoring Call Centre in case of emergency.
- 6.4. We cannot warrant that the Service will be available to you at all times.

7. 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.

8. CONSENT

By using the Service, you consent that Tracker and the Responders may lawfully enter the premises where a Panic Activation has originated.

9. BREACH

If you commit a breach of these Terms or in any other way interact with or use the Services in an unlawful or unauthorised manner, Tracker shall be entitled, in its sole and absolute discretion, to deactivate your account and terminate your access to the Services immediately, without prior notice, without any liability and without prejudice to its rights in terms of these Terms or under any applicable law, and in doing so all rights granted to you by these Terms shall cease immediately.