

Trace

is specifically developed to assist family members to locate a family member in need. When a family member needs assistance he or she will call a pre-saved number ***120*7755#** and select the assistance options via a short message system better known as a sms. A predetermined message will be created and automatically send to a designated number. If need arise the locality of the particular cell number will be traced and provided on condition that the phone and network provides the locality of the phone.



1. GENERAL INFORMATION

For your convenience, we have listed below some details about ourselves:

- We are Lawyer SOS (Pty) Ltd, a private company incorporated in accordance with the laws of the Republic of South Africa with registration number 2011/130643/07.
- ARREST SOS is a subsidiary of Lawyer SOS (Pty) Ltd.
- Our Managing Director is Advocate Hendrik Potgieter.
- Our postal address is Lawyer SOS (Pty) Ltd, PO Box8334, PRETORIA, 0001
- Our address of establishment is at 656 Alouette Street, Elarduspark, Pretoria, South Africa and we will accept service of all legal documents there;
- Our telephone number is Tel: 061 543 5925
- Our web site is located at www.lawyersos.co.za.
- Our e-mail address is marista@arrestsos.co.za.

2. DEFINITIONS AND INTERPRETATIONS

2.1 THE FOLLOWING TERMS SHALL HAVE THE MEANINGS ASCRIBED TO THEM BELOW WHEN USED IN THESE TERMS OF USE:

- 2.1.1 **We, us and our** means Arrest SOS (Pty) Ltd and, unless the context indicates otherwise, includes the affiliated entities in our company group and our representatives and service partners.
- 2.1.2 **Locating User** means a subscriber of a South African network service provider wishing to locate a Locatable Phone who is duly registered for our services with such service provider.
- 2.1.3 **Locating Phone** means a Locating User's mobile cellular phone, incorporating an active SIM card that enables connectivity to a South African mobile cellular phone network.
- 2.1.4 **Locatable User** means a subscriber of a South African network service provider who has consented to our locating of his/her Locatable Phone and supply of his/her Location Data to a Locating User.
- 2.1.5 **Locatable Phone** means a Locatable User's mobile cellular telephone equipment incorporating an active SIM card that enables connectivity to a South African mobile cellular telephone network.
- 2.1.6 **Location Data** means information pertaining to the approximate location which we may be able to collect in respect of a Locatable Phone, whether from a

network service provider, satellite service provider or otherwise, including user Identification and real time approximate geographic location data in respect of the Locatable Phone.

2.1.7 **MNO** means Mobile Network Operator and/or Network Service Provider for example: Vodacom, MTN, Cell C, Telkom Mobile (8ta) inclusive of Satellite Service Providers and the like.

2.1.8 **LTE** means Long Term Evolution, commonly marketed as 4G LTE by MNOs, which is a standard for wireless communication of high speed data for mobile phones and data terminals via the MNOs mobile cellular telephone network.

3. **DESCRIPTION OF THE SERVICES**

- 3.1 We provide services whereby we collect and process Location Data of Locatable Users and provide such information to Locating Users in response to a valid request sent to us from a Locating Phone. Such services are currently only available in the Republic of South Africa.
- 3.2 Our services are offered on a subscription basis and are chargeable monthly. Subscriptions are valid for 24 months from the date of subscription and will be renewed automatically unless a member terminates their contract after 24 months.
- 3.3 Each Locating User is solely responsible for any and all fees and charges that may apply to his/her use of our services. Failure to pay membership fees as and when due will result that our services being cancelled. It is each Locating User's responsibility to ensure that his/her service plan as agreed with his/her network service provider permits subscription to our services. All fees and charges are non-refundable.
- 3.4 To enable us to supply a Locating User with the Location Data of a particular person such person will have to agree to be registered as a Locatable User under the account of the relevant Locating User. In order to register a person as a Locatable User the Locating User will be required to enter the number of the Locatable Phone of such person and request that such Locatable User be registered on his/her account. Locating Users may not submit the phone number of any person who is under the age of 18 years or who does not have legal capacity to act for registration under the services. Location Data in accordance with our Information Processing Policy so as to enable us to provide the services. Registration of a Locatable User shall only be completed upon a valid consent being obtained from him/her for such use of his/her Location Data. We may limit the type and/or number of Locatable Users permitted for **TraceU** service to the Main Member and four next of kin.
- 3.5 Locating Users are responsible for the correctness of all information submitted by him/her and must inform us promptly of any changes to such information.
- 3.6 We may use information in order to inform Locating Users and Locatable Users about

changes in the services and/or about features we consider to be material.

- 3.7 **TraceU** services may not be used for any purpose other than for your personal non-commercial purposes. Our services may not be used in a manner that would bring us or our business into disrepute. Furthermore, our services may not be used for unlawful purposes or in a manner which infringes our rights or the rights of any other person. In this regard each Locating User must comply with the laws, regulations and codes of conduct applicable to its use of our services.
- 3.8 Each locating user and locatable user acknowledges that his/her participation in our services is at his/her sole discretion and risk, and that we provide our services without any warranty whatsoever. We do not guarantee that we will always be able to accurately locate a particular locatable handset. Accordingly, locating users and locatable users should note that our services may at times be unavailable and that the location data provided through the services is not guaranteed to be accurate, up to date or complete and that it is the responsibility of a locating user to independently verify the correctness thereof prior to using or permitting the use of such data.
- 3.9 Each locating user and locatable user further acknowledges that a locating user shall be unable to locate a locatable phone and/or receive or send a request to receive location data in the event that the locatable user's locatable phone or locating user's locating phone is connected by such user's MNO to his/her cellular telephone network via LTE at any relevant time. It is expressly understood by each locatable user and locating user that his/her MNO do not have the capability and/or do not make provision for location services to function via LTE and we shall therefore be unable through no fault of our own, to either provide, process, receive, collect and/or store location data of locatable users and/or receive locating request from locating users who are connected to their MNO's cellular telephone network via LTE and each locating user and locatable user shall subsequently indemnify us for such failure to receive locating request and/or to either provide, process, receive, collect and/or store location data in such an event.

4. **LIMITATION OF LIABILITY**

- 4.1 In no event will we be liable for any direct, indirect, special or consequential loss or damage of any kind incurred in connection with your use of our service or the location data (whether in contract, delict or statute (including for negligence) and every locating user and locatable user agrees to indemnify us against any such loss and damage, save only to the extent that such liability cannot be excluded under applicable law.
- 4.2 Use of our services is subject to the laws of the Republic of South Africa, and subject to the jurisdiction of any South African Magistrate's Court of competent jurisdiction in respect of a person to adjudicate on any dispute arising from or in connection with these terms of use notwithstanding that the amount in dispute may exceed such court's jurisdiction. Legal process may be served at any address provided to us.

- 4.3 These terms of use and the terms incorporated herein by reference and the relevant terms implied herein by applicable law constitute the entire agreement with us regarding our services. These terms of use shall override any contrary terms or conditions incorporated in communications with us and any such conflicting terms or conditions will not form part of the agreement concluded with us by the locatable user.
- 4.4 **TraceU** shall not be held responsible for any injury, loss, expense or damage of any kind whatsoever suffered or incurred by any person who subscribes use of uses this service offered for any reason whatsoever including any injury, loss or damage suffered as a result of:
- errors or discrepancies in the information provided;
 - any unauthorized access of this by third parties;
 - any breakdown or failure of any equipment;
 - any failure or unavailability of any Cellular Phone or Data Network or any third parties' facilities or systems resulting in the inability to access this service or process any transaction or action referred to or offered by this service.

5. FORCE MAJEURE

- 5.1 Delay or failure to comply with or breach of any of the terms and conditions of this Agreement if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, 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, malicious damage, network failures, satellite failures 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 this Agreement nor will it subject either Party to any liability to the other
- 5.2 Should either Party be prevented from carrying out its contractual obligations as a result of a force majeure event lasting continuously for a period of 30 (thirty) days, either Party shall be entitled, after due consultation with the other Party in an effort to come to a mutually acceptable arrangement, to terminate the Agreement on written notice to the other Party, without liability.