

## GREEMENT

Between

TRACKNET LIMITED t/a NG SOS Abbreviated name: NG-SOS

(Company Registration Number: 1450219) and

USER

1 Upon downloading the App the User shall be bound by the terms and conditions set out herein. 2 As used herein the term

2.1 App means the smart phone application NG-SOS with which this agreement has been downloaded.

2.2 User means the person who has downloaded the App.

2.3 Website means the website: [www.NG-SOS.com](http://www.NG-SOS.com)

2.4 TRACKNET means TRACKNET Ltd, Company registration number: 1450219 having its physical address at: 6<sup>th</sup> Floor, Landmark Tower, 5B Water Corporation Road, Victoria Island, Lagos State, Nigeria

2.5 Agreement means this agreement containing the terms and conditions set out herein.

2.6 Services means the services set out in paragraph 14 hereof.

3 In any conflict between the provisions of this agreement and the content of the Website, the provisions set out herein shall prevail.

4 On or before the 1st day of each month following the download date, or as otherwise set out on a debit order form completed by the User in

favour of TRACKNET the User shall pay to TRACKNET an amount of N4,300 (Four Thousand Three Hundred Naira) including Value Added Tax.

6 The payments referred to in 5 above shall be made into TRACKNET's bank account specified in 2.4 in cash net free of exchange and all bank charges in the bank clearing area in which TRACKNET's bank is situated, by debit order if a debit order form has been completed by the User in favour of TRACKNET.

7 This Agreement shall endure for a period of 12 (twelve) months and may be renewed by the User again .Should the user not cancel the contract will be carried over for a period of 12 (twelve) months and continued .

8 If at any time any payment shall be overdue, then without prejudice to any other legal remedy TRACKNET, without prior notice, may cease the operation of the App and all services provided thereunder until payment is made and may at any time cancel the remainder of the contract and recover from the User all monies due or which may become due under this Agreement for the duration hereof together with payment of such damages as TRACKNET may have sustained.

9.1 While TRACKNET will endeavour to procure that all times for performance as set out in paragraph 14 are met, such times are business estimates only and do not constitute contractual obligations. Accordingly, TRACKNET will not be liable for any loss or damage of whatever nature occasioned by delays in performance of services.

9.2 Subject to the above:

9.2.1 If no time for performance is specified, performance shall be made when TRACKNET arranges for performance and TRACKNET gives no undertaking as to when such performance will occur;

9.2.2 where time is expressly stated or is implied, as being of the essence, performance shall not be considered overdue until TRACKNET has been notified by email that performance is overdue and has been given a reasonable opportunity of not less than 24 (twenty four) hours to effect performance.

10.1 TRACKNET shall at its option procure the performance or performance of any Services not

performed timeously. This undertaking is given in lieu of any other warranties, indemnities or undertakings, whether express or implied in law and the User shall, except as provided above, have no claim or

remedy against TRACKNET or any other supplier of Services in respect of any defective or late performance of Services irrespective of whether any such damage is suffered by the User as a result of the negligence or gross negligence of TRACKNET or any other supplier of Services.

10.2 TRACKNET shall not be liable or responsible for any loss or damage whatsoever to person or property arising out of the use of the App or the Services or directly or indirectly arising from the condition of the App, the Services or any defect therein or any advice given or service rendered by TRACKNET in respect of the App and the Services, and the User hereby indemnifies TRACKNET and holds it harmless against all and any claims which may at any time be made against TRACKNET in respect of any such loss or damage.

10.3 TRACKNET shall not be held liable for any promises, warranties or representations of whatever nature, not embodied herein, save and except such as may be mutually agreed to in writing.

The Website and all brochures, booklets, catalogues, trade pamphlets, advertising material or other documentation or electronic communication issued or made available by TRACKNET in respect of the App and the Services are for information only and are not warranties or representations in respect of them.

10.4 TRACKNET does not warrant that the App does not infringe any patent, design, trademark or any copyright, or any third party's rights.

10.5 The User shall not be entitled to cancel this agreement or to withhold payment hereunder due to any defective performances provided hereunder.

10.6 Save as set out above TRACKNET gives no warranty, whether express or implied, in relation to the App, the Services, performance, workmanship or fitness of the App or any Services for any particular purpose, whether such purpose be known to it or not, nor does TRACKNET give any representation whatsoever in relation to the suitability of any smart phone, computer or device in relation to which the App is used or applied by the User and TRACKNET shall not be responsible for the adequacy or otherwise of any such matter or for any loss or damage arising therefrom.

11 Strikes, differences with service providers, workmen, accidents to vehicles or equipment failure of usual sources of supply or materials, war, civil commotion, act of Government Authority or legislation, precluding the effective operation of any part of this contract on the terms and conditions prescribed herein, or other contingencies of whatsoever nature beyond the reasonable control of TRACKNET, shall excuse a delay in or suspension of Services, and should such occurrence continue for more than 30 (thirty) days, TRACKNET may cancel the balance of the contract or any part thereof. Subject thereto, within a reasonable time after removal of such circumstances, TRACKNET shall complete performance or services as soon as it is able.

12 Waiver by TRACKNET of any breach hereof by the User shall not prejudice TRACKNET in respect of any continuing or other breach; no delay or indulgency by TRACKNET in exercising any right hereunder shall operate as a waiver of such right; and no such waiver or any modification of this contract shall be operative against TRACKNET, unless in writing and signed by an authorised signatory of TRACKNET.

13 TRACKNET performs the Services on the above terms only, and TRACKNET is not bound by any other terms or conditions whatsoever and, if not previously bound, the User shall upon downloading the App be deemed to have contracted for the performance of the Services upon and subject to the foregoing terms and conditions.

14 Schedule of Services to be performed hereunder.

14.1 Nature of Services: Emergency armed response services or response services as performed by a registered security company in the ordinary course of its business.

#### 14.1.1 Emergency Ambulance services call out criteria

Fractures : especially long bone fractures

MVA: high speed, multiple patients, multiple injuries entrapments, head injuries, chest injuries, penetrating and blunt abdominal trauma, loss of consciousness ,

Same as above for motorbike injuries

Gun shots, Stabbings, assault with penetrating trauma and/or excessive blunt trauma (rock etc)

Heart Attack:

Stroke:

Active Seizures

Severe PV bleeding when less than 9 months pregnant

Infants high fever and seizures

Chocking: blue in face, not breathing at all or properly, unable to cry/ scream.

Severe Abdominal pain without vaginal bleeding can indicate ectopic pregnancy

Burns:

Excessive wound bleeding, unable to stop bleeding with direct pressure,

Breathing difficulty: difficulty speaking ( can only speak in phrases or words not whole sentences), loss of consciousness, chest pain,

14.2 Places at which Services will be performed: Those places set out on the website.

14.3 Places at which Armed Response Services will not be performed: Those places set out on the website including, without limiting the generality of the foregoing, public gatherings, places where alcohol is sold or consumed.

14.4 Estimated time frame for the performance of Services:

14.5 Persons by whom the Services will be performed. The Services will be performed by independent subcontractors with whom TRACKNET has contracted. There will usually be existing security companies carrying on business in Nigeria.

The provisions of this agreement excepting TRACKNET from liability apply equally to such independent contractors in all respects.

14.6 The User will apply and use the App in the manner set out on the website.

14.7 Should the User apply or use the App in any way other than as set out in 14.6 the User shall be liable for and shall pay to TRACKNET an amount for misuse.

15 No variation to this Agreement shall be of any effect unless in writing and signed by a duly authorised representative of TRACKNET and the User.

16 The User is bound by the terms and conditions set out herein upon accepting the Terms and Conditions.

## ROADSIDE ASSIST

### Territory

In the event of a roadside emergency anywhere within Nigeria, NG-SOS can be contacted 24 hours a day to arrange for assistance.

Roadside Assistance incidents are not limited.

### Service Provider

Means any person or company appointed by NG-SOS to render any of the services described in clause 4 below to members who are entitled to the services.

### Towing Service

Means the transportation of a member's vehicle by means of a tow truck or flatbed truck specifically designed to tow or transport other vehicles.

### Roadside Assist

Means an assistance service provided to beneficiaries through inbound and outbound telephone calls to, and from the contact centre, as well as the dispatch of towing services and other applicable service providers

### The Service

#### Mechanical and electrical breakdown

A towing service is provided to tow the vehicle to the nearest place of repair (dealer) or safekeeping.

An additional tow will be provided in the event of the most appropriate place of repair (dealer) not being open at the time of the incident.

Vehicles will be towed and assisted from or at home, but the member will not qualify for an additional tow from the place of safekeeping.

If the vehicle is involved in an accident/collision and needs to be towed, assistance can be arranged on a member to pay basis.

### Terms and Conditions

Any assistance which Roadside Assist does not cover, but offers on a member to pay basis is subject to the member paying costs at the time of service.

Roadside Assist excludes assistance in the following incidents:

Costs incurred as a result of assistance after involvement in an accident, collision, attempted theft, or hi-jacking will be for the caller's account.

Members will be made aware that these costs need to be recovered from their insurance company directly.

Vehicles not registered on the contract/policy.

The cost of towing or repairs if NG-SOS did not request the service.

Commercial vehicles used for conducting a business or trade.

Vehicles not registered under the Road Traffic Act or similar legislation applicable in Nigeria.

Vehicles that are un-roadworthy or clearly in a state of neglect. Recovery of a vehicle, i.e. any costs incurred in order to move a disabled vehicle into a position to facilitate a tow.

Any damages that may be caused by external factors i.e. potholes, road works etc.

In order to validate members and provide the services NG-SOS will need to collect and process members' personal information. NG-SOS undertakes to only collect and process members' personal information to the extent that is necessary to provide the services and will take appropriate steps to protect such information from unauthorised access.

NG-SOS undertakes to comply with the provisions of the Consumer Protection Act, Protection of Personal Information Act and Electronic Communications and Transactions Act in all respects as well as all legislation which may be applicable to the parties and the services they offer.

#### AGREEMENT - PAYMENT

I/we hereby authorise to issue and deliver payment instructions to my / our banker for collection against my/our abovementioned account at my/our abovementioned bank.

The individual payment instructions so authorised to be issued, must be issued and delivered according to the abovementioned interval on the date when the obligation in terms of the Agreement is due and the amount of each individual payment instruction may not differ as agreed to in terms of the

Agreement.

The payment instructions so authorised to be issued, must carry a number, which number must be included in the said payment instruction and if provided to me / us should enable me / us to identify the agreement on my / our bank statement. The said number should be added to this form on page 1 under client reference number, before the issuing of any payment instruction and communicated to me / us directly after having been completed by me / us.

I/we agree that the first payment instruction will be issued and delivered as per collection instruction.

If however, the date of the payment instruction falls on a non-processing day (weekend or public holiday) I / We agree that the payment instruction may be debited against my / our account on the following or previous business day.

#### MANDATE

I / we acknowledge that all payment instructions issued by the NG-SOS User shall be treated by my / our abovementioned bank as if the instructions had been issued by me / us personally. CANCELLATION

I / we agree that although this authority and mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / we also understand that I / we cannot reclaim amounts, which have been withdrawn from my / our account (paid) in terms of this authority and mandate if such amounts were legally owing to the User.

#### ASSIGNMENT

I / we acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

I / We, the above mentioned and undersigned, hereby authorise NG-SOS to collect payment directly from debit / credit card specified when registering, all amounts due in terms hereof and to pay same to the NG-SOS User above.