

Terms and Conditions of a red24 membership

Definitions

Where the following words appear they will have the following meanings:

red24	red24 Sales Limited and red24 CRM (Pty) Ltd (both of which are wholly owned subsidiaries of red24 plc), their staff, agents and assigns. Details of our registered office addresses and VAT numbers are set out at the end of this document.
Terms	The terms and conditions on which red24 provides the membership to you, as set out below.
Website	The red24 website at http://www.red24.com
You/your	The person(s)/company named as the member on the schedule relating to your membership, as notified to you by your Intermediary (if applicable). Depending on the nature of the schedule, this may include your spouse or partner and dependent children residing with you not exceeding the age of 22 years.
Intermediary	The third party through whom you may acquire your membership (where you do not purchase your membership directly from red24)
Membership	The red24 membership to be provided to you on these Terms.
Life Threatening Situation	A life threatening situation which is recognised by red24, including but not limited to, serious crimes such as kidnap or unlawful detention.
Security Assistance	Provision of a Specialist to assist in the assessment, containment and management of an Incident which may, if red24 considers it necessary, include evacuation and repatriation subject to the exclusions detailed below.
Incident	A Life Threatening Situation or other serious crime including but not limited to stalking, extortion, fraud or identity theft, which in the opinion of red24 necessitates Security Assistance.
Specialist	A security specialist provided by red24.
Host Country	Any country in which you are located at the time of an Incident - with the exception of any country where red24 has advised against travel prior to your departure to that country, as listed on the website.

Membership

Membership to red24 may provide one or a number of products and services, depending on the nature of your contract. These may include, but are not limited to website access, telephonic advice and support, alerts, written reports, identity theft assistance and Security Assistance.

- red24 or your Intermediary may supply you with a personalised registration code to enable you to access the website. You will keep the registration code secure and will not allow anyone access to, or use of, the registration code.
- red24 may at any time, and without notification to you, make any changes to your membership which are necessary to comply with any applicable safety or other statutory requirements - or other changes which do not materially affect the nature or quality of the membership.
- We shall be at liberty to terminate or refuse any request made for membership where we consider the request to be made fraudulently, is vexatious or otherwise is an inappropriate use of our products and services.
- In order to carry out maintenance and support on or in relation to the website and/or telephone helpline, and for any other reasonable cause, red24 is entitled to suspend operation of the website or the telephone helpline at any time. red24 will take all reasonable measures to minimise downtime but is not obliged to provide continuous access to the website or the telephone helpline on a 24 hour 7 day a week basis. red24 will take all reasonable measures to correct any defects in the operation of the website/telephone helpline within 24 hours of receiving notice of such defects.

If you have any difficulties in using the website, red24 may agree to assist in resolving your query although it is not obliged to provide such assistance.

Your obligations

In accessing the website you agree to be bound by the Terms of Website Use displayed on the website at <http://www.red24.com/legal/TOW.pdf>

Warranty and Limitation of Liability

- red24 shall take all reasonable measures to answer your requests for information within 24 hours of receiving such a request - although red24 shall not be liable to you if it fails to respond to any request within this time.
- We will use all reasonable measures to ensure that all information provided or communicated to you is accurate, relevant and up-to-date, although the status of the information may vary, and is subject to change or alteration at any given time. The use of this information is at your sole discretion. We accept no liability or responsibility in respect to actions taken or harm incurred related to any information, recommendations and/or advice provided to you. We accept no liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our information or advice, including, without limitation any liability for:
 - Loss of income or revenue.
 - Loss of business.
 - Loss of profits or contracts.
 - Loss of anticipated savings.
 - Loss of data.
 - Loss of goodwill.
 - Wasted management or office time.
 - Any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
- red24 shall not be liable to you by reason of any representation or any implied warranty, condition or other term or any other duty at common law or under the express terms of these Terms for loss of profit or for any indirect, special or consequential loss or

damage, costs, expenses or other claims for compensation (whether caused by red24's negligence or not) which arise out of or in connection with the provision of membership or its use by you.

- Where red24 may recommend or refer a particular organisation or individual to you who may be able to provide you with certain goods or services any contract for such goods or services will be made between you and the organisation or individual. red24 gives no guarantee or reassurance as to the goods or services provided by the third party and accepts no liability or responsibility in respect of such goods or services.
- red24's total liability arising in connection with these Terms or your membership shall be limited to £50,000.
- Nothing in these Terms shall take effect to exclude or limit red24's liability in respect of death or personal injury caused by or in respect of fraudulent misrepresentation.
- red24 shall not be liable to you or deemed in breach of these Terms by reason of any delay in performing or failure to perform any of red24's obligations in relation to your membership if the delay or failure was due to any cause beyond red24's reasonable control.
- Unless expressly provided in these Terms, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Exclusions from Security Assistance

The following applies to memberships that may include the provision Security Assistance by red24 (such as red24Alert and red24ActionResponse). The following exclusions or points may not apply if that assistance is authorised, approved and paid for by an Intermediary. Please note that Security Assistance is not a replacement for immediate emergency services that are available in a Host Country and the following exclusions apply:

- It is at red24's absolute discretion to provide the Security Assistance where notified by you of an Incident. red24 may require up to 24 hours to respond to an Incident in the Host Country.
- red24 will not be liable to provide the Security Assistance in any country to where we have advised against travel, prior to your departure to that country, as listed on the website.
- red24 and its Specialists accept no responsibility for loss, damage or injury arising from any action taken, or not taken, where such Specialist has acted in a reasonable manner in the given circumstances. Reasonableness in this context shall be given its widest possible interpretation.
- red24 shall not be liable for the Security Assistance or other benefits provided by it, nor shall it be deemed in breach of these Terms, where you have failed to act in accordance with your duties under these Terms or where you or persons on your behalf have provided red24 with information which is erroneous or inaccurate.

red24 will not be held liable for, nor will it initiate the Security Assistance or provide a Specialist, in the following circumstances:

- Any act or alleged act by you which, if committed by you in your country of citizenship, would be a criminal offence.
- Any fraudulent or criminal act or alleged act, by you acting alone or in collusion with others, which is committed in the Host Country and contravenes the laws of that country.
- Any failure by you to properly procure or maintain immigration, work or residence or similar visas, permits or other documents.
- If you take part in any anti-government activity or the operations of any security or armed forces.
- Costs or other liability arising from or attributable, in whole or in part, to a debt, insolvency, bankruptcy, commercial failure, the repossession of any property by any title holder or lien holder or other financial cause.

- Media intrusion.
- Any ransom demand.
- Any loss or damage of whatsoever nature where red24 has advised against travel prior to your departure to that country as listed on the website.

Cancellation

red24 withholds the right to cancel your membership at any given time. Where such cancellation is made for any reason other than your default or circumstance outside of red24's reasonable control, we will return any fees you have paid to us, on a "pro-rata" basis for each month of the unexpired contractual term. You can cancel the membership at any time by writing to red24. In the event that you cancel your membership, any fees paid to red24 will not be refunded to you (except as set out below). Your membership may be cancelled immediately, and notify you in writing, to your last known address, if you do not pay the fees due or do not make payment under any instalment scheme or linked credit transaction. You will not receive a refund for any instalment already paid. If your membership is cancelled for any reason you must destroy the registration code and any other member login access details supplied to you (if applicable) by red24 or your Intermediary.

General

- If any provision of these Terms is or becomes illegal, invalid or unenforceable in any jurisdiction such illegality, invalidity or unenforceability shall not affect the remaining provisions hereof or the legality, validity or enforceability of such provisions in any other jurisdiction and the remainder of these Terms shall continue in full force and effect.
- Except in so far as these Terms expressly provide that a third party may at its own right enforce a term of these Terms, a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Act") to rely on or enforce any term of these Terms. This does not affect any right or remedy of a third party which exists or is available apart from the Act. For the purposes of these Terms, any employee or agent of red24 or where appropriate, any Intermediary, will be entitled to exercise his/her rights to enforce any of these Terms.
- You may not without the prior written consent of red24 (such consent not to be unreasonably withheld or delayed) assign or dispose of any of your rights hereunder or sub-contract or otherwise delegate any of your obligations under these Terms.
- red24 shall be entitled to supply Security Assistance and other membership benefits through any other company or third party and may assign or sub-contract its obligations under these Terms to any such company or third party.
- Nothing in these Terms shall confer any right or remedy on you which you would not otherwise be legally entitled to.
- Any notice to be given under these Terms shall be in writing and shall be delivered by hand or sent by pre-paid first class post or recorded delivery to the address of the party as set out in these Terms or such other address as may be notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 09:00 on the first business day following delivery). A correctly addressed notice sent by pre-paid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

These Terms are governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

Enquiries

If you have any questions regarding the Terms & Conditions, please contact us at enquiries@red24.com.

<p>red24 Sales Limited, a wholly owned subsidiary of red24 plc</p> <p>The Coach House Bill Hill Park Wokingham Berkshire RG40 5QT Company Number: 4004496 Registered in England and Wales VAT Number: 823845027</p>	<p>red24 CRM (Pty) Ltd, a wholly owned subsidiary of red24 plc</p> <p>Greenwood Chartered Accountants 21st Floor ABSA Centre Heerengracht Street Cape Town 8001 Company Number: 2002/012490/07 Registered in South Africa VAT Number: 4310205572</p>
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