



## The Terms and Conditions

This is your agreement with us for the services we offer. Your Rocket Connect agreement is made up of five parts:

1. The application (sign-on document)
2. These terms and conditions
  - <https://connect.rockethems/resources/ROCKET-Connect-Master-Terms-and-Conditions.pdf>
3. The terms of use for the Rocket HEMS website and Rocket HEMS mobile applications
4. The Rocket HEMS privacy policy
  - [https://connect.rockethems.co.za/resources/privacy\\_policy.pdf](https://connect.rockethems.co.za/resources/privacy_policy.pdf).
5. Special terms and conditions applicable to each of the services you choose

Please make sure that you agree only after you have read and understood all the parts of the agreement.

The terms and conditions in boxes have important consequences for you. Keywords are defined on pages 3 and 4

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## A. DEFINITIONS

Affiliate	means any member of Rocket HEMS' group of companies, including any holding company of Rocket HEMS, any subsidiary of Rocket HEMS and any subsidiary of Rocket HEMS's holding company. The terms 'group of companies', 'holding company' and 'subsidiary' have the meanings given to them in the Companies Act, 71 of 2008.
Application	means the application to purchase the Rocket Connect First Aid Kit and to receive the Services.
Breach	means either to break legal responsibility under the agreement or a legal responsibility that has been broken.
Damages	means the amount of money claimed by someone or ordered to be paid to someone as compensation for a loss that they suffer.
Early cancellation costs	means the fees payable by you for ending the 12-month agreement or the 24-month agreement before the end of its relevant term.
Fee	means the Upfront and/or Monthly Fee that you pay to us for the Services.
Legal responsibility	means a duty imposed on someone to do something whether imposed by the law or created by agreement. Legally responsible has a corresponding meaning.
Loss	means the disadvantage a person suffers because of an event beyond anyone's control (for example earthquake or flood) or the action or failure to act on the part of any person. It includes physical loss (for example, death, personal injury, or damage to property) and financial loss (for example, expenses, penalties, loss of income or loss of profits, and legal fees).
Rocket HEMS	means Brisk Solutions (Pty) Ltd, Registration No. 2020/162056/07, a private company registered in the Republic of South Africa with its business address situated at Hangar 6, Rand Airport, Germiston, 1419
Rocket HEMS privacy policy	means the privacy policy on the Rocket HEMS website accessible at: <a href="https://connect.rockethems.co.za/resources/privacy_policy.pdf">https://connect.rockethems.co.za/resources/privacy_policy.pdf</a> .
Rocket Connect Mobile Application	means the Smart Phone Application which you may download and activate on your mobile phone through accessing the SMS link sent to your mobile phone during the sign-on process. Any reference to the Rocket Connect Application shall include a reference to any accessories or peripherals used with the Rocket Connect Application.
Rocket Connect First Aid Kit	means the First Aid Kit which you purchased through your Subscription. Any reference to a Rocket Connect First Aid Kit shall include a reference to any accessories or peripherals used with the Rocket Connect First Aid Kit.
Rocket HEMS website	means the website at the address <a href="http://www.rockethems.co.za">www.rockethems.co.za</a> .
Risk	means being exposed to harm or the possibility of harm, including: <ul style="list-style-type: none"> <li>a) the loss or theft of, or physical damage to, any property;</li> <li>b) the financial loss someone might suffer.</li> </ul>
Services	means the following: <ul style="list-style-type: none"> <li>a) basic first aid training and telephonic emergency medical advice allowing you to effectively use the Rocket Connect First Aid Kit;</li> <li>b) the services supplied through the Rocket Connect Mobile Application including communication, location tracking and other services described on the Website and related to the Rocket Connect Service;; and</li> <li>c) access to appropriate Emergency Medical Transport, be it through Road Ambulance or Air Ambulance, depending on the circumstances of the relevant</li> </ul>

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emergency incident.

Supplier	means any person or entity that is involved in providing services to us.
Telematics	means the area of technology that deals with sending digital information over long distances using wireless forms of communication through the Rocket Connect.
Terms of use of the Rocket HEMS website and Rocket Connect Mobile Application	means the terms and conditions for using: <ol style="list-style-type: none"> <li>a) the Rocket HEMS website and Rocket Cpnnect Mobile Applications (as amended from time to time);</li> <li>b) the website of any suppliers to access and use any of the Services.</li> </ol>
Unique Member Number	the unique number allocated to your subscription membership and used to identify you and your nominated beneficiaries.
Upfront fee	means the upfront fee that you pay under the 12-month agreement (to outright purchase the Rocket Connect First Aid Kit and to receive Level 1 First Aid Training) under subscription option 1.
Warrant, warranty	means to make a promise that we or you are entitled to rely on. A warranty means a promise that the party receiving it is entitled to rely on.

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## B. INTRODUCING THE AGREEMENT

### 1. Who the Agreement is between (parties)

The parties to the agreement are:

- a) Rocket HEMS, referred to as 'we', 'us' and 'our' in this document;
- b) the customer named on the application, referred to as 'you' and 'your' in this document.

### 2. When the agreement starts

The agreement starts when the first debit order payment reflects in Rocket HEMS' bank account. This may take up to 48 (forty-eight) hours following receipt of your application.

### 3. When the agreement ends

Your application shows whether you chose a 12-month agreement or a 24-month agreement.

#### 3.1 The 12-month agreement (Option 1)

If you have a 12-month agreement, the agreement continues for 12 months unless:

- a) either you or we end it in terms of section B4 or J1 of the agreement; or
- b) it is extended in terms of section F4.2.

At the end of the 12 months, the agreement will continue indefinitely until either you or we end it by giving one calendar month's written notice.

#### 3.2 The 24-month agreement (Option 2)

If you have a 24-month agreement, the agreement continues for 24 months unless:

- c) either you or we end it in terms of section B4 or J2 of the agreement; or
- d) it is extended in terms of section F4.2.

At the end of the 24 months, the agreement will continue indefinitely until either you or we end it by giving one calendar month's written notice.

#### 4. If you change your mind (cooling-off) – direct marketing only

You have the right to change your mind if you entered into the agreement as a result of direct marketing during a cool-off period (being 5 days from delivery of your Rocket Connect First Aid Kit, or the acceptance of your application, whichever is the later).

If you did not enter into the agreement as a result of direct marketing, you do not have a cooling-off right.

### C. THE ROCKET CONNECT FIRST AID KIT

The Rocket Connect First Aid Kit contains emergency medical supplies required to treat basic medical emergencies.

#### 1. Delivery and restocking:

- 1.1 The Rocket Connect First Aid Kit will be delivered to the delivery address indicated on your application within 72 hours of submitting your application depending on availability of stock.
- 1.2 Your subscription entitles you to two refills during a 12 month cycle.
- 1.3 The Rocket Connect First Aid Kit has been designed to allow your organisation (if applicable) to facilitate compliance with Occupational Health and Safety Laws as an added benefit. It remains your exclusive responsibility to ensure Occupational Health and Safety laws are complied with by you or your organisation.

#### 2. Warranty for defective Rocket Connect First Aid Kits

- 2.1 **Warranty period to fix or replace defective Rocket Connect First Aid Kits**  
The Rocket Connect First Aid Kit has a limited warranty period of 12-months, starting from the date that we deliver the Rocket Connect First Aid Kit. (We refer to this as the warranty period.)
- 2.2 **When the warranty applies**  
The warranty covers repairs to the Rocket Connect First Aid Kit if it is defective because of defective parts, workmanship or design. We will fix or replace the Rocket Connect First Aid Kit at no cost to you.
- 2.3 **When the warranty does not apply**
  - a) The warranty does not apply in any of the following circumstances:
    - i. Anyone tampered with or changed the Rocket Connect First Aid Kit;
    - ii. Someone that we did not authorise repaired or tried to repair the Rocket Connect First Aid Kit;
    - iii. The problem was caused by damage from water;
    - iv. The problem was caused by abuse of the Rocket Connect First Aid Kit;
    - v. If the defect in the Rocket Connect First Aid Kit was not caused by us, or by the manufacturer, importer, distributor or retailer;
    - vi. If the defect happened or was reported to us after the warranty period ended;

If the warranty does not apply, you accept that you are legally responsible for the costs of having a Rocket Connect First Aid Kit repaired or replaced. We charge a standard call-out fee, and you will be charged the standard rates for repairs. You should contact us for a quote before asking us to repair or replace a Rocket Connect First Aid Kit.

### D. THE SERVICES

#### 1. The services we provide

We provide the following services:

- a) The services provided by Rocket HEMS through your Rocket Connect membership as described in the Rocket Connect Product brochure; and/or
- b) Information and services as set out on the Rocket HEMS website ([www.rockethems.co.za](http://www.rockethems.co.za)) and any Rocket HEMS mobile applications.

## 2. You must use the services for valid and legal reasons only

You must use the services for valid and legal reasons only. An example of a reason that is not valid is utilising the Rocket Connect First Aid Kit in a manner that deprives a person, legally entitled, from beneficial usage of the Services .

You accept that neither we nor our suppliers or affiliates are legally responsible to you if you use the services for invalid or illegal reasons. This means you do not have the right to claim against any one or more of us for loss or damages that you or anyone else suffers as a result of using the services for invalid or illegal reasons.

If you use the services for invalid or illegal reasons, you will be committing a breach of this agreement.

We then have the right to take steps against you as set out in section J4 below, 'Ending the agreement for breach'.

## 3. When the services might be interrupted or delayed

We will do our best to maintain the availability of the services to you. However, the services might be interrupted or delayed in any of the following circumstances:

- a) Weather or road conditions do not allow for the dispatching of a helicopter or a road ambulance;
- b) A technical failure outside our control. This includes the unavailability, interruption or suspension of any communications networks or other services that we use or rely on to provide the services;
- c) If the communications network or a service provider that we use does not make the network or services available to us, or if they stop operating;
- d) If a government or regulatory authority requires us to change or stop the services;
- e) If there are other circumstances beyond our control, for example power failure, fire or flood;
- f) If there are strikes or other industrial action prohibiting access to you at the relevant location.

This interruption or delay might apply to all or part of the services.

If we interrupt or delay the services in any of the above circumstances, we do not have any legal responsibility to you. You accept that:

- a) we will not be able to provide the services;
- b) you are not entitled to any refund of any fees;
- c) you must continue to pay the fees.

We will do our best to restore any interruption to the services and to shorten any delay.

If there is an interruption or delay to the services because of the circumstances referred to above, and we cannot restore availability within 30 days, we will notify you in writing. You then have the right to end the agreement (see section J).

#### 4. Responsibility to understand how your Rocket Connect First Aid Kit works

It is your responsibility to understand what features are included in the service that you pay for, and any special terms and conditions applicable to such services, which are set out at the end of this document.

It is your responsibility to understand how to effectively utilise the Rocket Connect First Aid Kit and what services you pay for. You can get information on this on the Rocket HEMS website or by calling us on 0860 354 448.

#### 5. Annual limits on use of Services

Your subscription is subject to the following limits:

- a) Activation of 1 road ambulance per nominated beneficiary per annum;
- b) Activation of 1 air ambulance per nominated beneficiary per annum;
- c) Unlimited emergency calls to our Call Centre;
- d) 2 refills of your Rocket Connect First Aid Kit;
- e) Incidents outside of the RSA borders are not covered.

### E. FEES AND SERVICES

#### 1. Payment for the service

1.1 Use this table only if you have a 12-month agreement:

	How much you must pay	When you must pay
Upfront Fee	Refer to your application for the amount.	<b>Upfront:</b> You must pay the Upfront fee upfront.
Monthly fee/s	Refer to your application for the amount. The first month's fee will be pro-rated from the date your application has been accepted.	<b>Monthly:</b> You pay in advance for the service. We will debit your bank account with the fee on the first day of the month for which you have to pay.
Early cancellation fee	You pay a fair, fixed amount if you cancel in the first year of the agreement.	Last debit order date or date of last payment to us after cancelling

1.2 Use this table only if you have a 24-month agreement:

	How much you must pay	When you must pay
Monthly fee/s	Refer to your application for the amount. The first month's fee will be pro-rated from the date your application has been accepted.	<b>Monthly:</b> You pay in advance for the service. We will debit your bank account with the fee on the first day of the month for which you have to pay.
Early cancellation fee	You pay a fair, fixed amount if you cancel in the first or second year of the agreement.	Last debit order date or date of last payment to us after cancelling

## 2. Charges for specific items

Name of charge	When it applies
No-show charge	If you do not show up or if you are not available at the agreed time and place for training or repair of the Rocket Connect First Aid Kit or accessories or peripherals
Call-out/Service request (SR) charge	If a Rocket Connect First Aid Kit is damaged or defective where the fault or damage occurs after the warranty period or was not caused by Rocket HEMS or by the manufacturer, importer, distributor or retailer of the Rocket Connect First Aid Kit

These charges are calculated at our standard rate at the time. We have the right to increase these charges when we choose to. To find out what the rates are at any time, you can call our contact centre on 0860 354 448.

You give us permission to collect these charges from your bank account. See section E for how to pay.

## 3. Increases to fees

We increase the fees and charges on 1 January every year. The annual increase will not be higher than 10% unless the most recent Consumer Price Index in the last completed calendar year is higher than 10%. In that case, the increase will be the most recent Consumer Price Index.

The Consumer Price Index is the index published by Statistics South Africa of the yearly change in prices consumers pay for retail goods and other items. The index is used to measure the rate of inflation in South Africa.

We will notify you in writing 30 days before any increases become effective.

## 4. Discounts on fees are for a limited time only

If you are paying discounted monthly fees because of the relationship between us and your insurance company or other third party, or because of a special offer, the annual increase to our fees is not limited to 10% or the Consumer Price Index. (See section E3 above.)

## 5. Medical Aid Reimbursing

If you or any of the nominated beneficiaries are members of a Medical Aid, you (and the nominated beneficiaries) undertake to submit a claim for reimbursement of the expenses (at their standard rates) for the medical emergency costs (road ambulance or air ambulance, as the case may be) in favour, and to the benefit of Rocket HEMS. Alternatively, you hereby authorise Rocket HEMS to submit such claim on your behalf and recover the said costs from your Medical Aid.

Rocket HEMS is allowed to recover costs incurred in the provision of medical emergency services from your Medical Aid.



## F. INVOICES AND HOW TO PAY

### 1. Receiving invoices

You can choose to receive your monthly invoices by email.

#### **You must pay by debit order**

You must pay by debit order from your bank account each month. You give us permission to collect all amounts that you owe to us from your bank account on the date given in your application. However:

- a) if the debit order is returned unpaid, we have the right to try to collect the money until we are paid by using a method we choose;
- b) if no date is given in your application, we will collect the money from your bank account on any day of the month that we choose.

### 2. You must make sure we have updated bank details

You must give us the correct details of the bank account from which we must deduct the payment. You must also tell us if your banking details change.

### 3. You agree that we can ask other parties for your bank details

You agree that we have the right to request and obtain your bank details from any other party that has the right to have them.

The use of your bank details will be according to the Rocket HEMS privacy policy.

### 4. If we do not receive your payment in time

#### 4.1 We have the right to suspend the services

It is your legal responsibility to ensure that there is enough money in your bank account to pay us.

We have the right to suspend the services if you do not pay your fees. We will start providing the services again as soon as reasonably possible after we receive confirmation from our bank that you have paid the amount due to us at that date. It will take up to seven business days to restore the services.

You accept that if the services are suspended because you have not paid the fees:

- a) we will not provide the services; and
- b) we are not legally responsible for any loss or damages you suffer from the services being suspended.

#### 4.2 You must pay additional amounts

If we do not receive payment on time, you agree to pay the following amounts on demand:

- a) Legal costs on an attorney-and-own-client scale, related to the demand and recovery of the outstanding or overdue amounts;
- b) Other collection charges and commissions that we incur in recovering any outstanding or overdue amounts. These include bank charges if a debit order is returned unpaid or only partly paid; and
- c) Any costs associated with re-instating your account if the services were suspended.

You accept that you are legally responsible to pay us these additional amounts and we have claims against you if:

- a) you do not pay us on time or at all;
- b) you do not have enough money in your bank account to pay us;
- c) you give us the wrong bank details;

- d) you do not tell us about changes to your bank details on time or at all;
- e) you do not tell us that your bank has stopped payment; or
- f) you stop the payment.

We may also be able to end the agreement and claim additional amounts from you if any of these things happen.

If you have a 12-month agreement or a 24-month agreement and you do not pay your monthly subscription in any one or more months, then we have the right to extend the agreement period by one month for each month that you do not pay.

**5. It is your responsibility to ensure that the amount we deduct from your bank account is correct**

We will do our best to ensure that the amount that we deduct from your bank account is according to the agreement. However, you also have a legal responsibility to check your invoices and bank statements. If you believe that you have been charged an incorrect fee, you must tell us immediately but no later than 12 months from the transaction date. We will refund the amount only if you show us proof that the amount charged to you was not according to the agreement or any other payment arrangement that you hold with us.

If you can prove that the fee was wrongly charged, we will refund it. You accept that it is your legal responsibility to check your invoices and bank account regularly. For this reason, you accept that the most we will refund you is for a maximum of the last 12 months of incorrect charges.

**G. ABOUT PERSONAL AND OTHER INFORMATION**

This section contains terms and conditions relating to the following information:

- a) Personal information, usage data, anonymised data and any other information we get from you and the Rocket Connect Mobile Application;
- b) Credit information;
- c) Intellectual property;
- d) Rocket HEMS and Rocket Connect materials

Any words in this section that are not defined in the definition section of this document are defined on the Rocket HEMS website.

**1. Personal information, usage data and anonymised data**

The Rocket HEMS privacy policy is published on the Rocket HEMS website. It governs the way we and our suppliers use and share your personal information, usage data, anonymised data and any other data we get from the Rocket Connect Mobile Application, in accordance with the provisions of the Protection of Personal Information Act (explanations of these terms can be found in the Rocket HEMS privacy policy).

The Rocket HEMS privacy policy forms a part of the agreement.

You warrant that the information that you give to us is true. You accept that we have the right to treat the statements you make as true. This means that you cannot later claim that the statements you made are not true.

**1.1 You warrant that you accept the Rocket HEMS privacy policy**

You warrant that you have read, understood and agree to the Rocket HEMS privacy policy.

You accept that by agreeing to the Rocket HEMS privacy policy you are giving up some of your rights to privacy and giving us the right to use your personal information according to the Rocket HEMS privacy policy. You

accept that you do not have the right to take legal action against us for any loss or damages you suffer from us processing your personal information according to the Rocket HEMS privacy policy.

### **1.2 You warrant that you can give us personal information**

You warrant that:

- a) you are properly authorised and allowed to give us personal information;
- b) you will tell us in writing or by phone on 0860 354 448 when there is any change or update to any of your personal information or, if you are representing someone else in the agreement, the personal information of the person who you represent.

By giving this warranty, you accept that we may have claims against you for loss or damages that we suffer if you do not have authority to give us personal information and a third party brings a legal claim against us because we used the personal information you gave us.

### **1.3 You warrant that information you give is true and correct**

You warrant that all information, including personal information that you or somebody representing you gives to us is true and correct.

### **1.4 You warrant that you have consent for us to process information**

If you enter the agreement on behalf of another person or juristic (legal) entity you warrant that you have received the relevant consent for us to process personal information, usage data, anonymised data and any other data we get from the Rocket Connect Mobile Application installed on your mobile phone (or other device) according to the Rocket HEMS privacy policy.

Examples of a juristic entity include a company, a trust and a partnership.

### **1.5 You warrant that you have informed those with the right to know**

You warrant that you have informed all people or entities who have the right to be informed about:

- a) your ownership of the Rocket Connect First Aid Kit and Rocket Connect Mobile Application;
- b) your agreement with us for the services;
- c) your confirmation that we may process your personal information, usage data and anonymised data according to the agreement.

You accept that if any of the statements above are not true, we have claims against you for loss or damages we might suffer because we relied on your warranties. Our claims could include amounts and damages that we must pay to other people or any regulatory authority because these statements are, in fact, not true.

## **2. Credit information**

You agree that as far as the law allows:

- a) we have the right to carry out a credit enquiry with any registered credit bureau;
- b) we have the right to share your details with any registered credit bureau. This includes your personal information and payment history;
- c) the credit bureau as well as the credit provider that obtains your information from the credit bureau has the right to share your details for any purpose allowed by the National Credit Act, no. 34 of 2005.

### 3. Intellectual property rights

#### 3.1 Meaning and scope of intellectual property in the agreement

The intellectual property mentioned in the agreement includes all content and information related to the Rocket Connect First Aid Kit, the services, the Rocket HEMS website, the Rocket Connect Mobile Application or given by us in any form whatsoever (for example, correspondence). Intellectual property mentioned in the agreement also includes the following:

- a) All products and goods, including any materials that might be placed in the Rocket Connect First Aid Kit or be used together with the Rocket Connect First Aid Kit;
- b) Data, information, databases, compilations of data, usage data (as defined in the Rocket HEMS privacy policy);
- c) Computer programs and software, software documentation, firmware, interfaces (including API interfaces), hardware, servers, computers, platforms, computer code, tools;
- d) Designs, circuit designs, algorithms, specifications;
- e) Trade names, logos, trademarks;
- f) Icons, links, graphics, photographic images;
- g) Sound clips, music, sound and television broadcasts;
- h) Text, literature, reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, records, published editions;
- i) Derivative works, authored works;
- j) Modules, components;
- k) Methodologies, policies, procedures, techniques, models, configurations, protocols, routines; and
- l) Improvements to any of the above items.

#### 3.2 We own or have the right to use the intellectual property

We own or have the right to use the intellectual property. This includes intellectual property that we have licensed from a third party, that we license, or that we give right of use for to our suppliers so that they are able to provide the services.

We remain the owner or licensee of the intellectual property. This includes the Rocket Connect First Aid Kit and the Rocket Connect Mobile Application, where applicable.

#### 3.3 You do not have or acquire any intellectual property rights

You do not have or acquire any intellectual property rights during the agreement or after it ends except for those intellectual property rights we expressly give to you in the agreement. You do not have the right to use the intellectual property in a way we do not expressly allow in the agreement.

#### 3.4 We have the right to improve the intellectual property

We have the right to change the intellectual property without giving you notice.

## H. EMBEDDED VALUE-ADDED SERVICES

From time to time, we may provide value-added services. We have the right to change, remove or add these value-added services, whenever we choose to, after notifying you.

We do not have a legal responsibility to provide any value-added services. Adding, removing or replacing value-added services does not constitute a change to the agreement according to section I.

You do not have the right to end the agreement because we add, remove or change a value-added service during your agreement with us. We are not legally responsible to you for any loss or damages you suffer because of these changes.

The value-added services may be provided by third-party suppliers that we contract with. We have the right to change these suppliers whenever we choose to. Changing a supplier does not constitute a change to the agreement according to section I.

You do not have the right to end the agreement because we change a supplier. We are not legally responsible to you for any loss or damages you suffer because we change a supplier.

There might be conditions and limits that apply to the value-added services, for example, costs that apply. These are set out on the Rocket HEMS website.

## **I. CHANGES TO THE AGREEMENT**

### **1. We have the right to make changes to the agreement**

We have the right to make changes to the agreement from time to time. We will tell you about the changes at least 40 calendar days before the changes come into effect if such changes impact on your rights. We have the right to inform you of changes in a shorter period in any of the following circumstances:

- a) If the change is required by law;
- b) If it is reasonable to give less than 40 calendar days' notice, having regard to the nature or content of the change.

## **J. ENDING THE AGREEMENT**

### **1. If you have a 12-month agreement**

The agreement does not automatically end on the last day of the 12 months from the start date. If you want to end the agreement before the end of its 12-month term, you can do so by giving us one calendar month notice to end. You will be legally responsible to pay early cancellation costs. If you do not cancel the agreement at the end of the 12 months, the agreement will continue until you give us a calendar month notice. A calendar month is from the first day of a month to the last day of a month. This means we must receive your notice on or before the first day of the month to end the agreement at the end of that month.

### **2. If you have a 24-month agreement**

The agreement does not automatically end on the last day of the 24 months from the start date. If you want to end the agreement before the end of its 24-month term, you can do so by giving us one calendar month notice to end. You will be legally responsible to pay early cancellation costs. If you do not cancel the agreement at the end of the 24 months, the agreement will continue until you give us a calendar month notice. A calendar month is from the first day of a month to the last day of a month. This means we must receive your notice on or before the first day of the month to end the agreement at the end of that month.

Until the agreement is cancelled in the way allowed in this section, you accept that you remain legally responsible for all fees for the remainder of the agreement. For this reason, we recommend that you insure the Rocket Connect First Aid Kit.

### **3. If you breach the agreement**

#### **3.1 When we can end the agreement immediately**

We have the right to end the agreement immediately if you use the services in any way or for any purpose that is invalid or illegal.

If we are entitled to end the agreement immediately, we do not need to give you time to comply and correct your breach.

#### **3.2 When we will give you time to correct your breach**

If you breach any term of the agreement or break any of your warranties for reasons other than those given above, you must correct your breach within 14 business days after we have notified you of the breach.

If we end the agreement immediately or you do not correct your breach within 14 calendar days, you accept that we have the right to do any one or more of the following:

- a) Suspend the services;
- b) End the agreement;

- c) Claim from you any amounts you still owe to us including the fees that you would have had to pay if the agreement had continued until the end of the 12-month or 24-month term. You must pay these amounts immediately that we demand them.

### 3.3 Other rights if you breach the agreement

These rights do not affect any other rights we might have in the agreement or in law.

If the breach by you is not a material breach, we will only exercise our rights in sections J3.1 and J3.2 where it is reasonable for us to do so.

### 3.4 Your legal responsibility if you breach the agreement

**If you breach the agreement, you agree:**

- a) to pay us and our affiliates and suppliers the value of all loss or damages that we or our affiliates
- b) or suppliers suffer as a result of you breaching the agreement;
- c) to pay us and our affiliates and suppliers the value of all loss or damages we suffer from claims that are brought against us or our affiliates or suppliers as a result of you breaching the agreement;
- d) to pay all legal costs reasonably incurred by us on the scale as between attorney-and-own-client if we have to take legal steps against you;
- e) to pay collection costs reasonably incurred by us while trying to collect any amounts that you owe to us.

#### **If we breach the agreement**

If we breach any term of the agreement, you must give us 14 business days to correct the breach. If we do not correct the breach within that time, you have the right to cancel the agreement. You must give us 20 business days' notice after the 14-day period ends.

If we breach the agreement, we will pay the following when you ask us to:

- a) Legal costs on an attorney-and-client scale related to our breach;
- b) Other collection charges and commissions incurred by you related to our breach.

## K. SENDING NOTICES UNDER THE AGREEMENT

### 1. Address where we agree to accept notices, including legal notices

Any notices you send to us under the agreement, including legal notices (for example, a letter of demand), must be delivered to us at any one of the following addresses:

#### **By hand:**

Brisk Solutions (Pty) Ltd (t/a Rocket HEMS)  
Hangar 6,  
Rand Airport  
Germiston  
1419

#### **For attention**

Customer Service Operations Manager

#### **By email**

[applications@rockethems.co.za](mailto:applications@rockethems.co.za)

(These addresses are known in law as *domicilium citandi et executandi*.)

For any questions, concerns or complaints, you can contact us at the Contact Centre on 0860 354 448.

To update or change your bank details or any of the information that you gave us in your application, you can contact us by:

- a) phoning the contact centre on 0860 354 448;
- b) emailing us at: [applications@rockethems.co.za](mailto:applications@rockethems.co.za);



- c) logging onto your account on the Rocket HEMS website and updating the information in the way we request on the Rocket HEMS website.

Please note that only you personally (or your bank on your behalf) have the right to update or change your bank details or any of the information that you gave us in your application.

## 2. Address where you agree to accept notices, including legal notices

Any notices we send to you under the agreement, including legal notices (for example, a letter of demand), will be delivered to you at the address you gave on the application or any later address you have given us proper notice about. If you chose email as your preferred method of communication on the application, you agree that we may deliver notices, including legal notices, to your email address. (This address is known in law as *domicilium citandi et executandi*.)

You must tell us about any change of address through the contact centre on 0860 354 448. If you change address but you do not tell us through the contact centre, you agree that you will accept notices, including legal notices, at the address you gave to us in your application.

## 3. Time periods for notices, including legal notices

For both parties, any notice delivered under the agreement is treated as being received:

- a) on the date of delivery, if delivered by hand to the physical address;
- b) on the first business day after sending an email;
- c) at 9am on the first business day after sending an SMS to your cell phone number.

When we treat a notice as if you have received it by a certain date and time, it means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date and time, then you will have to prove it.

## 4. Notices by SMS, WhatsApp or email

We have the right to send you notices about the following issues by SMS, WhatsApp or email:

- a) Confirmation of your entering into this agreement;
- b) Increases to fees;
- ;
- c) Not receiving your payments in time or at all;
- d) Notices that we intend to suspend the services to you.

## L. OUR LEGAL RESPONSIBILITY TO YOU IS LIMITED

As far as the law and the agreement allow, we are not legally responsible for:

- a) any loss or damages that you might suffer where there is any delay, suspension or interruption in the services because of any of the events or circumstances referred to in section D3;
- b) any loss or damages that you might suffer because of our, our suppliers' or our affiliates' negligence. This excludes gross negligence or willful misconduct. Gross negligence is a serious lack of care in performing a legal duty owed to you under the agreement. Willful misconduct is deliberately doing something that should not be done or deliberately not doing something that should be done, knowing that someone might suffer loss or damages as a result. We will accept liability for gross negligence and willful misconduct;
- c) any delay, breakdown, failure or loss that you might suffer because of a defect or deficiency in the intellectual property;
- d) any failure, delay or interruption in your use of the Rocket HEMS service or the Rocket HEMS website, including:
  - i. system and server crashes;
  - ii. system errors;
  - iii. computer malfunctions;
  - iv. Rocket Connect First Aid Kit faults or Rocket Connect Mobile Application or other software faults;
  - v. security breaches;
  - vi. theft;
  - vii. incompatibility issues;

- viii. power failure or power surge;
- ix. fire, flood, pandemic, epidemic or any other event referred to as an "Act of God";
- x. war, civil disturbances;
- xi. international restrictions, embargoes;
- xii. any lost, corrupted or undelivered data or information, regardless of the cause;
- xiii. any loss of profits, business or revenue that you suffer;
- xiv. any indirect loss or indirect damages that you suffer.

You accept that there are certain types of loss or damages that you may suffer that you cannot claim from us at all. This includes the loss and damages listed in this clause above, and loss or damages that result from any of the events listed in this clause above.

You use the services and the Rocket Connect First Aid Kit knowing and accepting these risks.

## **M. INDEMNITY**

As far as the law allows, you agree to reimburse us, our affiliates and our suppliers against any loss we or they may suffer from a claim brought against any one or more of us, where the claim results from:

- a) your breach of your legal responsibilities under the agreement;
- b) your use of the intellectual property other than allowed under the agreement;
- c) any deliberate or unlawful act that you commit or failure to act.

The legal responsibilities set out in this section N will survive the end of the agreement.

You accept that this clause requires you to take on risk and legal responsibility for claims, loss and damages that we, our affiliates and our suppliers might suffer. We are not legally responsible to you or anyone else for any claims made against us, our affiliates or our suppliers as a result of the above.

You accept that this clause may also lead to us, our affiliates or our suppliers having claims against you and to you being legally responsible to us for additional amounts, including for any costs or damages we, our affiliates or suppliers are required to pay.

## **N. THE RIGHT TO SUB-CONTRACT SERVICES AND ADMINISTRATION**

We have the right to sub-contract to our affiliates or suppliers:

- a) some or all of the services;
- b) any of the operational, technical and administrative activities we perform to carry out the
- c) agreement.

Any agreement to sub-contract does not release us from our legal responsibility to you under the agreement.



## **O. TRANSFER OF RIGHTS AND LEGAL RESPONSIBILITIES**

We have the right to at any time transfer all or some of our rights in terms of the agreement to any third party without your permission. This transfer of rights is known as a cession. We do not have to inform you if we cede the rights to any of our affiliates or to any sub-contractors we appoint.

As far as the law allows, we have the right to transfer all or some of our legal responsibilities under the agreement to any third party without your permission. This transfer of legal responsibilities is known as a delegation. We do not have to inform you if we delegate the legal responsibilities to any of our affiliates or to any sub-contractors we appoint.

## **P. NEITHER YOU NOR WE GIVE UP RIGHTS**

If you do not enforce or exercise your rights in the agreement, this does not mean that you have given up these rights. You may still enforce your rights in the agreement.

If we do not enforce or exercise our rights you have against us in terms of the agreement, this does not mean that we have given up these rights. We may still enforce our rights in the agreement.

## **Q. EACH PROVISION IS SEPARATE**

Each provision in the agreement is separate. Parts of a provision are also separate. If any provision or part of a provision is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in the agreement. This does not make the rest of the provisions illegal, invalid or unenforceable.

## **R. SOUTH AFRICAN LAW APPLIES**

These terms and conditions are governed by and must be interpreted under the laws of the Republic of South Africa. This applies even if one or both of the following apply:

- a) You do not live in the Republic of South Africa;
- b) You agreed to these terms and conditions outside the Republic of South Africa.

## **S. GUIDELINES TO INTERPRETING THE AGREEMENT**

### **a) Headings**

Headings are aids to reading and understanding. They are not terms or conditions themselves. Headings do not limit or extend the meaning or application of the terms or conditions.

### **b) Singular and plural**

Words in the singular include the plural. Words in the plural include the singular.

### **c) Forms of words**

Words used in one form have their corresponding meaning when used in another form. For example, to claim, claiming, claimed.

### **d) The word including**

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

### **e) General words are not limited**

Where there is a list of specific things that belong together to describe a general word or phrase, the general word or phrase can have other meanings and can include other things. The general word or phrase must not be interpreted to only apply to those specific things or things similar to those specific things.

### **f) Calculating days**

Where a number of days is given, the days must be counted to exclude the first day and include the last day.

**g) Reference to laws**

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.

**h) Text box**

Text in boxes is intended to bring your attention to parts of the agreement that have important legal consequences for you. They explain the fact, nature and effect of terms and conditions that limit or exclude our legal responsibility to you, and terms and conditions where you take on legal responsibility or risk. The text in boxes does not limit the meaning or application of the agreement.

**T. SERVICES THAT YOU HAVE SUBSCRIBED TO**

Please ensure that you understand what features are included in your service by accessing the Rocket HEMS website:

<https://connect.rockethems.co.za>

You can view or download a copy of the Rocket HEMS Home Service terms and conditions at:

<https://connect.rockethems/resources/ROCKET-Connect-Master-Terms-and-Conditions.pdf>