

## **Howler Monkey Terms and Conditions**

### **1. Acceptance:**

By becoming a paid up Howler Monkey member, You, the member, are deemed to have accepted these terms and conditions and agree to be bound by them. Ronbel Social Services (Pty) Ltd (RSS) reserves the right to amend these terms and conditions from time to time as it may deem fit and without notice to You, the member.

### **2. Definitions:**

Unless the context otherwise requires, the following terms shall have the following meanings in these terms and conditions as per the Howler Monkey Service:

1. Emergency Network Facility means: Mobile Panic Button
2. HFC C5 HIV Prevention Plan – this service is voluntary and the member must tick the applicable box when completing the billing section of the application in order for this service to be activated.
3. ER24 24/7 Medical Advice – this service is voluntary and the member must tick the applicable box when completing the billing section of the application in order for this service to be activated.

RSS: means Ronbel Social Services (Pty) Ltd, which has as its registered address, 27 Mangold Street, Newton Park, Port Elizabeth 6045, South Africa, administers the Howler Monkey service for You, the member;

You, the member: means the member, whose monthly subscription is fully paid up and is a member of the Howler Monkey service;

Emergency Contact: otherwise known as, and herein referred to as Guardian means a person who You, the member, have selected to receive texts, e-mail messages and or Data Triggers, containing personal information, when You, the member make use of the Howler Monkey Emergency Network Facility benefit;

Charges: means any and all subscription fees payable by You, the member, to begin and retain your Howler Monkey service;

Consent: means and as set out in Chapter 12 – Consumer Issues, Section 69 – Code of conduct, end user and subscribe service charter - of the Electronic Communications Act, 2005 (Act No. 36 of 2005); consent from your Guardians to have information relating to the Location of You, the

member's Locatable Mobile Phone sent to their mobile phone numbers, e-mail address or Data Trigger receivers (see [http://www.acts.co.za/electr\\_comm/index.htm](http://www.acts.co.za/electr_comm/index.htm));

Inappropriate Use: means any use of the Howler Monkey service for illegal purposes or for any purposes and determined by RSS to be violating the rights and/or dignity of any individual or entity, including but not limited to any and all rights of privacy, any intellectual property rights (including but not limited to trademark or copyright), as well as any use that is interpreted as defamatory, libellous, offensive, discriminatory, misrepresenting or intimidating or use that is expressly prohibited in this agreement;

Service Provider: means a company who offer services to You, the member, via the Howler Monkey service. The Service Providers are contracted by RSS and Service Level Agreements have been entered into. It is the Service Providers responsibility to provide services in terms of their contracted agreements with RSS. The Howler Monkey member, their Guardians and all persons associated with the Howler Monkey member accept that RSS cannot be held liable in any manner or way for a Service Provider not meeting their obligations;

Accredited Support Agent: means the Accredited Support Agent contractually bound by RSS to market the Howler Monkey service and will be held liable for any misrepresentation or negligence when dealing with any prospective or existing members. The Howler Monkey member, their Guardians and all persons associated with the Howler Monkey member cannot hold the Accredited Support Agents liable in any manner or way for a Service Provider not meeting their obligations;

Username: means a unique personal identification username required for the purpose of using the Howler Monkey Emergency Network Facility benefit via the internet and this username will be known to RSS;

Password: means a unique personal identification password required for the purposes of using the Howler Monkey Emergency Network Facility benefit via the internet;

Date of Registration: means the date upon which You, the member, are entitled to commence using the Howler Monkey service as a result of your monthly subscription being successfully received by RSS;

Service: means any service tabled in the Howler Monkey Description of Services;

Subscription: means use of the Howler Monkey service by You, the member, as a result of your monthly subscription being successfully received by RSS;



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Website: means the website with its current address being [www.howlermonkey.co.za](http://www.howlermonkey.co.za) or such other website as may be owned and/or operated by RSS in connection with the Howler Monkey service from time to time;

Subscription Payment: means the monthly subscription payment that You, the member, agree to pay to RSS for the Howler Monkey service that You, the member have subscribed to via your mobile phone or the internet;

Any reference to a statute, statutory provision or subordinate legislation shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which (either with or without modification) re-enacts, consolidates or enacts in rewritten form any such legislation; and any former legislation which it re-enacts, consolidates or enacts in rewritten form.

### **3. Service to be supplied**

In consideration of the Subscription Payment by You, the member of the charges, RSS agrees to provide the relevant Howler Monkey service to You, the member, subject to these terms and conditions:

You, the member, understand that by subscribing to the Howler Monkey service through the Website or application itself, You, the member, consent to abide by the Terms and Conditions of the Service Providers as stated in the website addresses below:

[www.hfc.co.za](http://www.hfc.co.za) : HIV Prevention Plan service

[www.er24.co.za](http://www.er24.co.za) : C5 24 Hour Medical Advice service

In making use of the Howler Monkey service, You, the member, hereby acknowledge, understand and accept that RSS is not acting as an agent or sub-contractor on behalf of any of the Network Operators and/or Service Providers, but is the principal contracting entity with You, the member.

### **4. Your Warranties and Obligations**

You, the member, agree to comply at all times with each and every part of these terms and conditions in relation to the use of the Howler Monkey service.

Your Username and Password is personal to You, the member, and is not transferable. As such You, the member, shall not disclose such information to a third party or to allow a third party to make use of the Howler Monkey Emergency Network Facility service using your Username and Password.



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You, the member, hereby consent to be Located by the Network Operators and/or RSS and for such information as regarding your Location to be communicated to your Guardians.

You, the member agree to inform each prospective Guardian that You, the member, wish for their mobile phone numbers, e-mail address and or Data Trigger to be registered as an Emergency Contact in relation to the Howler Monkey Emergency Network Facility benefit, and You, the member, are solely responsible to ensure that the Guardian grants his/her Consent for him/her to receive texts', e-mail or Data Triggers as regarding the Location of You, the member's Locatable Mobile Phone prior to the Howler Monkey Emergency Network Facility benefit being available in respect of such Locatable Mobile Phone, and RSS shall not be liable in any regard for any failure of any Guardian to grant such consent.

You, the member, acknowledge that all Guardians have the right to withdraw their Consent at any time and that RSS shall be bound to comply with any such withdrawal of Consent with immediate effect.

You, the member, agree that You, the member, shall be responsible for any and all costs that may arise with regard to your Guardian withdrawing his/her Consent or any attempt on the Guardian's behalf to seek damages.

You, the member, agree to inform RSS of any changes as regarding any and all information held by RSS with regard to You, the member, and/or any Guardian where said changes can be updated on the Howler Monkey website or USSD service under your logged-in profile and that all such information which You, the member, have provided is both true and correct.

You, the member, acknowledge that the ONLY the Emergency Network facility of the Howler Monkey service is available throughout the world barring countries that have internet restrictions.

You, the member, acknowledge that of the Howler Monkey service, the HFC C5 HIV Prevention Plan and ER24 24/7 medical advice line are the services available ONLY within the borders of South Africa.

You, the member, acknowledge and accept that RSS does not guarantee the Accuracy of the Emergency Network Facility of the Howler Monkey service and shall not be held liable for any lack thereof. You, the member acknowledge and accept that availability, accuracy, quality and coverage of the Emergency Network Facility of the Howler Monkey service may be limited from time to time and further, that the Emergency Network Facility of the Howler Monkey service may from time to time be unavailable and/or adversely affected as a result of inter alia physical features such as buildings and underpasses, atmospheric conditions, GPS interference, loss of the GPS satellite and other general causes of interference.



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You, the member, acknowledge and accept that the Emergency Network Facility of the Howler Monkey service is dependent on your mobile phone onto which you have downloaded the Howler Monkey service having sufficient data, the GPS function being enabled, having sufficient airtime and sufficient battery life to enable your mobile phone to function when You, the member, activate your Emergency Network Facility.

You, the member, acknowledge and accept that RSS does not guarantee the services of the Service Providers of the Howler Monkey service and shall not be liable for any lack thereof. You, the member, acknowledge and accept that availability, quality and coverage of the Howler Monkey service Service Providers may be limited from time to time and further, that services offered by the Howler Monkey service Service Providers may from time to time be unavailable and/or adversely affected as a result of but not limited to inter alia physical features such as the location of the emergency, traffic, weather conditions and other general causes.

You, the member, agree that when using the Howler Monkey Emergency Network facility benefit that You, the member, will not add any emergency services, such as but not limited to, South African Police Services, Security Companies, Neighbourhood Watches, Emergency Medical Services, Tracking Companies or any similar emergency services as this will be deemed Inappropriate Use. If it is found that You, the member, have added said emergency services as Guardians then RSS will, at their sole discretion and without notice, disable your Howler Monkey service with immediate effect.

You, the member, agree to pay RSS all monies due in terms of this Agreement that You, the member, have subscribed to for the Howler Monkey service.

You, the member, agree that RSS will not accept any alterations made to this Agreement by You, the member.

## **5. Obligations of RSS**

RSS shall provide the Howler Monkey service to You, the member, subject to the terms and conditions as contained within The Howler Monkey Description of Services.

RSS shall provide You, the member, with support via the Website, Facebook or email, in connection with the Howler Monkey service.

RSS and or the Howler Monkey service Service Providers do not guarantee that any Locatable Mobile Phone is capable of being Located by means of the Howler Monkey service, and shall not be held liable in any manner whatsoever to You, the member or any Guardian, or any other party whatsoever in such regard.



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## 6. Consent to receipt of commercial communications

By registering for the Howler Monkey service, You, the Member, hereby consent to being contacted by RSS, its holding company, its Service Providers, its affiliates and/or its sister companies from time to time with regard to inter alia new products and/or services that may be offered by RSS, its holding company, its Service Providers, its affiliates and/or its sister companies. You, may opt out at any time by contacting RSS via email ([immelmanc@ronbelss.co.za](mailto:immelmanc@ronbelss.co.za)).

## 7. Costs

See T&Cs of Subscription Authorization Form about costs at [www.howlermonkey.co.za](http://www.howlermonkey.co.za).

All charges are inclusive and are subject to change from time to time without prior notice.

## 8. Non-liability and Indemnity

Neither RSS nor its holding company or any of its affiliates, Service Providers or sister companies or any of their respective shareholders, directors, employees or agents shall be liable to You, the member, or any Guardian or any third party whatsoever in any manner whatsoever for any losses, expenses, costs or damages of any nature as may be incurred or suffered by You, the member, or any Guardian or any third party whatsoever, whether directly or indirectly, in any relation whatsoever to your usage of the Howler Monkey service or any non-availability of the Howler Monkey service or in any other manner whatsoever in relation to the Howler Monkey service. You, the member, accordingly hereby indemnify RSS, its holding company, its affiliates, Service Providers and its' sister companies, as well as all of their respective shareholders, directors, employees or agents (Indemnified Parties), and shall keep such Indemnified Parties harmless at all times, as against any and all liability, loss (including consequential loss), costs and/or damages whatsoever and howsoever arising, as may be suffered by You, the member or any Guardian, or any third party as arising from or in connection with the Howler Monkey service, whether or not attributable to any act or omission of the Indemnified Parties, negligent or otherwise.

## 9. Term & termination

RSS reserves the right to discontinue or amend or alter any of the Howler Monkey services at any time and without any notice to You, the member.

RSS will terminate You Subscription with immediate effect should You, the member be in breach of any of the terms or conditions as set out herein at any time.

RSS may in its sole and absolute discretion notify You, the member, and all Guardians in the event of such termination but it shall not be obligated to do so.



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You, the member, can withdraw from the Howler Monkey service at any time by giving 30 days written notice to RSS at [immelmanc@ronbelss.co.za](mailto:immelmanc@ronbelss.co.za). RSS shall comply with such request and will notify You, the member of such withdrawal.

## 10. Breach of Payment

Should You, the member's, monthly subscription payment not be successfully met, your subscription shall terminate and your Howler Monkey service will be withdrawn immediately.

## 11. General

Should You, the member, want to re-register for the Howler Monkey service after the Howler Monkey service has been cancelled, you can do so by using your Username and Password that You, the member, originally used when registering for the Howler Monkey service.

The failure by RSS to exercise and/or any delay by RSS in exercising any right, power, or privilege that it has in terms of these terms and conditions shall not operate as a waiver of such right, power, or privilege, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise of same, or the exercise of any other right, power or privilege.

If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, then the validity of the other provisions of these terms and conditions and the remainder of the provision in question shall not be affected.

The Howler Monkey services Terms and Conditions, pertaining to; the Emergency Network Facility, HFC C5 HIV Prevention Plan and ER24 24/7 medical advice shall be governed by and interpreted according to the laws of the Republic of South Africa without giving effect to any principles of conflict of law.

These terms and conditions shall contain the sole agreement as between You, the member and RSS in relation to its subject matter.

Any complaints and queries which You, the member, may have should be directed to [immelmanc@ronbelss.co.za](mailto:immelmanc@ronbelss.co.za). If the complaint cannot be resolved within 21 (twenty one) working days after having been referred to the customer service division, the dispute will be referred to arbitration in terms of the rules of the Arbitration Foundation of Southern Africa (AFSA). The arbitrator shall be appointed by AFSA and the unsuccessful party shall pay the costs of arbitration. Only You, the member, and your representative(s) and RSS and its representative(s) may attend the arbitration. Both You, the member, and RSS shall keep the fact that a dispute has arisen, the record of the arbitration proceedings as well as the arbitrator's decision, confidential.



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Notwithstanding the above provisions, RSS retains the right to institute action in any court of law with jurisdiction to obtain urgent, interim relief or to collect outstanding debts due and payable by You, the member.



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