

## 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 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.

## DEFINITIONS

In these terms and conditions, the following words shall, unless otherwise stated and inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is similar words) shall bear corresponding meanings:

1. "Emergency Network Facility" means Mobile Panic Button;
2. "HFC C5 HIV Prevention Plan" means additional benefit to the Emergency Network Facility;
3. "ER24 Emergency Contact Center" means additional benefit to the Emergency Network Facility;
4. "RSS" means Ronbel Social Services (Pty) Ltd, which administers all dealings with the Howler Monkey Service;
5. "You, the member" means the member, whose monthly subscription is fully paid up and is a member of the Howler Monkey service;
6. "Guardian" means the person(s) you have linked to your account as your emergency contact(s), who will receive texts, e-mail communication and/or Data Triggers, containing your personal information, when You, the member make use of the Howler Monkey Emergency Network Facility benefit;
7. "Charges" means any and all subscription fees payable by You, the member, to begin and retain your Howler Monkey service;
8. "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));
9. "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, libelous, offensive, discriminatory, misrepresenting or intimidating or use that is expressly prohibited in this agreement;
10. "Service Provider" means a company who offers 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;
11. "Accredited Support Agent" means the person(s), entity or corporation contractually bound by RSS to market the Howler Monkey service;
12. "Username" means a unique personal identification set by you, required for the purpose of using the Howler Monkey service;
13. "Password" means a unique personal identification set by you, required for the purpose of using the Howler Monkey service;
14. "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 immediate subscription being successfully received by RSS;
15. "Service" means any service tabled in the Howler Monkey Description of Services;
16. "Subscription" means use of the Howler Monkey service by You, the member, as a result of your monthly Subscription payment being successfully received by RSS;
17. "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;
18. "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;
19. "ASA" means Accredited Support Agent, who may have enrolled you the Howler Monkey service, whereby you manually input his/her ASA code, or follow an imbedded link linking to said ASA code;

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.

## SERVICE TO BE SUPPLIED / DESCRIPTION OF SERVICES

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 on the following websites: [www.hfc.co.za](http://www.hfc.co.za) (HIV C5 Prevention Plan service) and [www.er24.co.za](http://www.er24.co.za) (ER24 Emergency Contact Center).

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. You, the member, acknowledge and accept that the Howler Monkey service is dependent on third party service providers, You, the member, acknowledge and accept that RSS does not guarantee the services of any and all third party 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 Providers may be limited from time to time and further, that services offered by the Howler Monkey 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, 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/data and sufficient battery life to enable your mobile phone to function when You, the member, activate your Emergency Network Facility. You, the member, also accept that due to the nature of the service, the Emergency Network Facility is also dependent on, but not limited to, factors such as cellular/mobile service, battery life, personal phone settings, and other general causes related to your phone hardware and software. You, the member, also accept the responsibility to manually update your Howler Monkey application should update releases be published for the Howler Monkey service.

RSS, Howler Monkey and/or any of its affiliates do not guarantee that any Locatable Mobile Phone is capable of being Located by means of the Howler Monkey service, or that the Howler Monkey service will prevent any persons from harm or threat, 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. You, the member, also acknowledge and accept that your Howler Monkey service may not continue to update your location should you exit the black out mode of an activated alert on your mobile phone, and/or the alert is interrupted by external interference such as text messages, phone calls, manually locking your phone, or other general causes that may interfere with the implementation or use of the tracking software used by the Howler Monkey service. Similarly, you acknowledge, understand and accept that if you deactivate your alert before an interval of one minute and 30 seconds, the video and audio files will not be uploaded on any platform or device, as by deactivating the alert within this time frame, you stop the video and audio from recording in its entirety.

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.

You, the member, are solely and duly responsible to test that your Emergency Network Facility works on your mobile phone, upon initial registration. You, the member, are solely responsible for reporting any functionality problems of the Howler Monkey application to RSS, at [kohlerc@ronbelss.co.za](mailto:kohlerc@ronbelss.co.za).

**The Emergency Network Facility** allows the member's mobile phone to become a 24 hour a day mobile "panic" button, anywhere within the borders of South Africa. The service does work worldwide – subject to T&Cs. This service is dependent on cellular phone reception, sufficient airtime and data, battery life, the GPS being enabled and third-party affiliations.

The push of the panic button immediately activates the mobile phone tracking facility and sends a text message alert to each of the member's (up to eight) Guardians, notifying them that the member is in trouble. The text message will contain a link to a landing page, of which will have the following details on it:

- A map showing the GPS coordinates of the mobile phone - of which will update every several seconds whilst active. This facility will track the mobile phone's location from where the panic button was activated, until such time as the facility is de-activated on the mobile phone.
- A ten second front facing video clip taken from the member's phone upon activation of the alert- of which will upload shortly after the alert has been activated, taking into account the time it will take to record the video clip.
- A 60 second audio clip taken from the member's phone upon activation of the alert- of which will upload shortly after the alert has been activated, taking into account the time it will take to record the audio clip.

The application goes dark upon activation of the panic button and will remain in a "black out" mode whilst active. The alert will deactivate when the member inputs their password, or alternatively if the phone is switched off or goes dead.

Current supported platforms on the smart phones are Android and Apple.

**The ER24 Emergency Contact Center** is a mostly free additional range of benefits of the Howler Monkey service, which means the service is voluntary and the member must tick the applicable box when completing the registration section of the application, in order for this service to be activated. This benefit will be activated within 72 hours of receipt of confirmation of the immediate subscription payment made upon registration.

This benefit is ONLY available in South Africa.

Members can access their benefit by going to the “benefits” section on their Howler Monkey application, on their mobile device, and click the call emoji to activate the speed dial number for this service.

The services offered by ER24, via the Howler Monkey service, are limited to the T&Cs of the contractual agreement between both parties. You, the member, may be held liable in full for some benefits, should You, the member, not have medical aid. If You, the member, do have medical aid, ER24 reserves the right to claim via your registered scheme. Howler Monkey advertises and promotes the use of the free services offered by ER24, and will not be held liable for your choosing to opt for a benefit that is at an extra expense. We therefore advise that when making use of the ER24 benefit, your request is in line with all Howler Monkey related marketing material, and nothing more- unless You, the Member, are willing to take full ownership for the expense it may cost You, the member.

Below is a breakdown of the current services ER24 offers and which of them are covered in your Howler Monkey service subscription, and which will be for your own account.

<b>OPERATIONAL ROAD AND AIR SERVICE</b>	<b>CLARIFICATION</b>	<b>YES</b>	<b>FEE STRUCTURE (WHERE APPLICABLE)</b>
24 Hours Medical Information Line (Pre-Arrival Medical Instruction)	24-hour telephonic assistance - life saving medical advice accessed via 084 124. A medically trained professional will provide guidance in a medical crisis.	X	
24 Hours Medical Hotline	24-hour telephonic assistance to provide general medical information. This is an information service only, as a telephonic conversation does not permit an accurate diagnosis.	X	
24 Hours Telephonic Trauma Counselling	24-hour telephonic assistance with immediate debriefing after a traumatic event. May include referral to appropriate resources.	X	Fee for Service. (For own account as You, the member)
Emergency Response and Stabilisation	ER24's Contact Centre will immediately dispatch an appropriate road or air ambulance which is staffed by our appropriately qualified emergency medical care providers. Once at the scene of the incident, lifesaving support will be provided to the Member and where relevant, the Member will be stabilised before transfer is provided to the closest appropriate medical facility. Utilisation above 10 per annum where there is no transportation will be billed as a call out fee to the client/patient.	X	
Emergency Road Transportation (cost excluded)	Road transportation refers to the transfer of an injured or ill patient to the closest appropriate facility utilising an ambulance. Transfers are conducted by practitioners that are registered with the Health Professions Council of South Africa. Urgency of transfer is determined by using the South African Triage Scale.	X	All fees are billed via an alternate reimbursement model. Should a member hold medical cover through any other type of membership, insurance policy, medical Client, benefit programme, service provider, Road Accident Fund or the Workmen's Compensation Commission, then ER24 reserves the right to recover all costs incurred pertaining to the Services from such other policy, medical Client, service provider, compensation, fund

			or benefit. ER24 reserves the right to bill the Member/patient at the ER24 tariff if no form of cover for transportation is available and as a last resort, the Client where a bill is outstanding for more than one hundred and twenty (120) days. Ronbel as the assigned client will at their sole discretion claim this account back from You, the member, as per this agreement.
Emergency Transportation by Air	The ER24 Global Assist portfolio gives clients access to aeromedical evacuation services. ER24's aircraft are all fully configured with critical care equipment and use state of the art technology to ensure the most effective patient care at all times. All aircraft are staffed by ER24 paramedics, doctors and nurses with extensive training and experience in all forms of emergency medicine. All our aircraft comply with the Civil Aviation Authority requirements. Our Aircraft operate in vast parts of Africa and neighbouring islands. We are uniquely positioned to access many regions on the African continent.	X	Fee for Service. (For own account as You, the member)

The member will be required to telephonically identify themselves as a member of Howler Monkey, and provide their name and ID number for confirmation of benefit.

**The HFC C5 HIV Prevention Plan** is a free additional benefit of the Howler Monkey service, which means the service is voluntary and the member must tick the applicable box when completing the registration section of the application, in order for this service to be activated. This benefit will be activated within 72 hours of receipt of confirmation of the immediate subscription payment made upon registration.

In the event that an active Howler Monkey member is exposed to HIV through rape, assault, needle stick injuries, motor vehicle accidents and other accidental exposures, The C5 HIV Prevention Plan will provide immediate assistance and preventative treatment (within 5 hours of your phone call).The member can access their benefit by going to the "benefits" section on their Howler monkey application on their mobile device and clicking the call emoji, of which will put them in contact with HFC.

The member will be required to telephonically identify themselves as a member of Howler Monkey, and provide their name and ID number for confirmation of benefit.

The services offered by HFC, via the Howler Monkey service, are limited to the T&Cs of the contractual agreement between both parties. You, the member, may be held liable in full for benefits not applicable within the stipulated guidelines of the contractual agreement standing between Howler Monkey and HFC.

Below find direct communication from HFC, per the stipulated benefits:

"Should you be exposed to HIV through accident or trauma, you will be able to call the Contact Centre, where medically trained staff will provide telephonic counselling whilst an emergency vehicle is despatched to the scene. You will then be transported to the nearest appropriate facility in order to begin taking your post exposure prophylaxis within the critical 5 hours.

**Benefits of the programme**

- 24 hour-a-day, 365 days-a-year access to the Contact centre, providing telephonic counselling and advice on HIV/AIDS.
- Emergency transport to an appropriate medical facility following exposure to HIV.
- 28 day post exposure prophylaxis (antiretroviral therapy).

- The morning after pill for women who have been exposed through rape.
- Sexually transmitted disease (STD) preventative medication if required.
- Access to a medical practitioner who will take blood for HIV testing immediately following exposure, as well as follow-up testing 90 days later.
- Access to an HIV management programme (excluding the cost of treatment) if you have complied with the post exposure treatment and still become HIV positive after the incident.

**A referred medical practitioner will then:**

- Give you an HIV test immediately after the incident to determine HIV status at the time of exposure.
- If you are HIV positive on the initial test, then it will be suggested that you see your doctor as soon as possible and that the doctor contact the HIV Contact Centre to establish the type of assistance that they will be able to offer in the future.
- If you are HIV negative, the doctor will prescribe the 3-day starter pack, STD preventative medication and the morning after pill where necessary.
- Conduct a physical examination and provide written confirmation that there is evidence of exposure having occurred.
- Ask for written consent for the release of your HIV test results to the Contact Centre.
- Ensure that you are given the 25 day course of post exposure antiretroviral therapy.

**Reporting exposure**

If you choose to report the incident to the police, please be aware of the following requirements:

- A forensic examination is necessary if you want to press charges in the event of rape.
- This must take place immediately after the incident.
- Do not wash, change or put on any fresh clothes.
- Any evidence must be placed in a paper bag.
- Ask your medical practitioner to complete a J88 police form.
- Ensure that the medical practitioner notes any bruises, bite marks or other wounds, and that they swab any place where saliva or semen was left in the event of exposure.
- After you have made your statement to the police, check what they have written. If they have left anything out, or if it is incorrect, demand that they correct it.”

You, the member, acknowledge and accept that you will not be granted access to the two free additional benefits; The ER24 Emergency Contact Center and The HFC C5 HIV Prevention Plan, should you not indicate that you would like access, to be done upon registration, by ticking the appropriate boxes.

*The Howler Monkey application makes use of Google Maps, and it's IT support is outsourced to a local company.*

Credit card acquiring and security credit card transactions have been acquired for RSS/Howler Monkey via PayGate (Pty) Ltd, who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely secure socket layer 3 (SSL3) and no credit card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view the PayGate security certificate and security policy.

**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.

You, the member, acknowledge and accept that the Howler Monkey service is to be used in emergency situations, for the purposes of potentially saving a life or deterring a life-threatening situation from happening. You, the member, therefore agree to not use the application for other purposes or allow someone else to use your Howler Monkey service for other purposes, and agree that RSS at their sole discretion reserves the right to bill you for any inappropriate use, if it can be proven that you are using the application for purposes other than the purpose intended, stipulated in these terms and conditions.

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, and stored on the Howler Monkey system in accordance with the purposes of the application itself, marketing and further development. You, the member, understand that by making use of the Howler Monkey service, you hereby consent to allowing the Howler Monkey application to make use of your phone's audio and video capabilities, and to transmit such information to RSS and your allocated Guardians. You understand and agree that RSS, Howler Monkey and/or it's affiliates cannot be held liable for any information that gets transmitted via the Howler Monkey application, to RSS or any of your Guardians, whether intentional or not.

You, the member, understand that the details (video and audio clips) pertaining to your alert(s) will be sent to you after 7 days for your own storage, and will be deleted off all Howler Monkey servers. RSS, Howler Monkey and/or its affiliates will not be responsible for any alert information once 7 days have passed and You, the member, have received the information from them.

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 a Guardian 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 activated. RSS, Howler Monkey and its affiliates 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. Accordingly, You, the member, will be held liable for any misrepresentation or negligence related to information you have provided.

You, the member, acknowledge that 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 services available ONLY within the borders of South Africa.

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 by You, the member, having subscribed to the Howler Monkey service.

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

## **OBLIGATIONS OF RSS**

RSS shall provide the Howler Monkey service to You, the member, subject to the terms and conditions as contained within these terms and conditions. RSS shall provide You, the member, with support via the Website, Facebook and/or email, in connection with the Howler Monkey service.

## **CONSENT TO RECEIPT OF COMMERCIAL COMMUNICATIONS**

By registering for the Howler Monkey service, You, the Member, as well as your designated Guardians, 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.

By registering for the Howler Monkey service via a designated ASA code or link, You, the Member, as well as your designated Guardians, hereby consent to having your name and contact information sent to the relevant ASAs.

You, the member, are solely responsible to ensure that any Guardian designated by You, the member, grants his/her Consent for him/her to receive texts', e-mail or other forms of marketing material from RSS, its holding company, its Service Providers, its affiliates and/or its sister companies, and for your Guardian's personal contact information to be sent to any relevant ASA.

You, the member, for yourself or on behalf of your Guardian, may opt out at any time by contacting RSS via email ([kohlerc@ronbelss.co.za](mailto:kohlerc@ronbelss.co.za)).

## **COSTS**

You, the member, hereby give your Consent to have the cost of the Howler Monkey service withdrawn against your account, by means of an immediate payment upon registration, and a monthly subscription thereafter. The cost for the Howler Monkey service to You, the member, will be a total of R44.80 if you are within the borders of The Republic of South Africa, and \$5.60 anywhere outside the borders of South Africa. All charges are inclusive and are subject to change from time to time without prior notice.

The date of your monthly subscription will be chosen by You, the member, upon initial sign up. This amount will be deducted from your bank account on the date selected, or the nearest working day should this date fall on a weekend or public holiday.

You, the member, acknowledge and accept that the initial payment activates your Howler Monkey service, and the monthly subscription thereafter will allow you continued access to the Howler Monkey service, up until such time that you withdraw your subscription, or your payment lapses.

You, the member, understand and accept that you will not be entitled to a refund of any monies withdrawn against your account whilst this authority was in force.

## **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.

## **TERM & TERMINATION**

This authority may be cancelled by You, the member, at any time, by giving 30 (thirty) days' notice in writing to RSS, sent by email to [kohlerc@ronbelss.co.za](mailto:kohlerc@ronbelss.co.za), by fax to (086) 608 3792, or by post to 27 Mangold Street, Newton Park, Port Elizabeth, 6045, South Africa. RSS shall comply with such request and will notify You, the member of such withdrawal.

RSS reserves the right to terminate your Subscription summarily if you:

1. are guilty of conduct that is illegal, or detrimental to the image, brand or service of Howler Monkey; and/or;
2. are guilty of conduct which is likely to bring You, the member, or the Company into disrepute or you are convicted of an offence involving dishonesty; and/or;
3. commit a breach of any of the terms stated within these Terms & Conditions.

RSS will terminate your 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.

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.

## **BREACH OF PAYMENT**

Should RSS not receive your monthly subscription for whatever reason, RSS reserves the right to freeze and/or terminate your access to the Howler Monkey service, until such time that all monies owed are paid in full. RSS may re-activate once all monies are received, should You, the member, want to carry on with your subscription.

## **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 Terms and Conditions, pertaining to; the Emergency Network Facility, HFC C5 HIV Prevention Plan and ER24 Emergency Contact Center, 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 [kohlerc@ronbelss.co.za](mailto:kohlerc@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 authorized representative(s) and RSS and its authorized 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.

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.