**Cell Phone Application**

**Terms and Conditions**

**(Elixir APP)**

**1. Introduction**

The Elixir App provides an emergency assistance service, with location alert, Help SMS, and your medical details on your cell phone. Clients will be required to pay a monthly subscription fee for the Service to be available to them. The monthly subscription fee will be listed on the Elixir App page on www.elixirshields.co.za

By registering to use the Services on the App, you are deemed to have accepted these terms and conditions and agree to be bound by them. Elixir reserves the right in its sole discretion to amend these terms and conditions from time to time as it may deem fit and without notice.

**2. Our Service**

**All subscribers are required to register with Elixir Bracelets**

The Emergency App facilitates the following

* the services shall be available to the Client and enable SMS contact with up to 5 designated emergency contacts
* SMS HELP message alerting your emergency contacts you may need help
* all your medical information and emergency contacts on your cell phone
* location pin drop (where you are) for responders and emergency contacts

The below information is required to fully assist the emergency personal attending to you. Please visit [www.elixirshields.co.za](http://www.elixirshields.co.za) online registration form for full information required

* list of any medical conditions
* your medical aid details
* your medication
* your allergies
* your emergency contacts
* your doctors’ details

In an emergency:

* you must activate the Elixir Emergency button on your phone
* Your location and an emergency SMS HELP request will be sent to up to 5 emergency contacts
* all your Emergency medical information will be displayed on your phone for the responding medical personnel to access

You consent and acknowledge that by subscribing to and using the Services through the Elixir App, all emergency response service providers will have access to your personal information, special personal information (where provided) and location details and may process such information as envisaged in the Protection of Personal Information Act, 2013 for the purposes of performing the Services.

**3. Commencement, duration, renewal, and termination of the agreement**

**Duration**

This agreement will commence when you download the Elixir App, accept these terms and conditions, and register for the Services.

The duration of the agreement shall be ongoing until terminated by the you or Elixir Bracelets with a 30-day written notice period. The subscription is only payable via debit order or through our Elixir Payfast portal. In the event of default of payment, the service will be terminated immediately until such time as the payment has been made.

**Termination of the services:**

The agreement shall terminate in the event of:

* you materially breaching any of the provisions of these terms and conditions
* your failure to pay the monthly subscription fee due for the Services
* you giving a 30-days written notice to cancel the service

**4. Your responsibilities**

You are solely responsible to maintain and update your emergency contacts on you installed app.

All other information can be updated on the update information form at [www.elxmed.com](http://www.elxmed.com) Elixir will update the medical details for you

You must register for the services on the Elixir App. Clients must pay the subscription fee in respect of the Services. You warrant that you are the lawful owner of the cell phone which is capable of being located by the relevant network operators. If and where required, you hereby grant consent to Elixir to access and verify your personal information with the appropriate entities.

You need to enable your location services on your smart-phone and ensure that it is set up to share your location services when using the Elixir App.

For effective operation of the Services, you need to have sufficient mobile data available and enabled on your cell phone.

You acknowledge that your service provider’s standard data costs will apply, and these costs will be for your own account.

You acknowledge that the Services are only available within the Republic of South Africa.

**5. Data collection**

By accepting these terms and conditions you explicitly consent to the collection, storing and analyzing of your data and information set out above.

Your data is recorded and collected directly from your cell phone when you use the Services. Location data is gathered and securely transmitted to our data storage facility where it is safely stored.

Elixir shall only use the data collected for valid, lawful reasons and for the primary purpose of providing the Services to you.

 **5.1 Contact Uploading**

By installing the Elixir App, the user agrees that they give permission to use Contact Uploading and grants us access to their device’s address book. We will access and upload the names, phone numbers in their address book that they have selected as emergency contacts. These details will only be used to transmit emergency notifications to the selected emergency contacts.

 **5.2 HOW WE COLLECT AND USE INFORMATION**

Capitalized terms that are not defined in this Privacy Policy have the meaning given to them in our Terms of Use.

We collect the following types of information about you:

Registration and Profile Information. When you create an account, we may collect your personal information such as your username, first and last name, email address, mobile phone number. If you add an emergency contacts name to your account, we collect the contacts name and mobile phone number. We may also collect billing information when you sign up for service.

Data collected through use of the Service. After you set up your account, we may ask for other profile and demographic information, such as personal emergency instructions and information.

Geolocation. We collect your location information through GPS coordinates (e.g., latitude/longitude) available through your mobile device. We may also gather information about your location using other technologies. Depending on your device settings, we collect location information in the background, even when you are not actively using the app. We may also share location information with our partners.

**Messages and User Content.** We collect information on location when you message emergency contacts through use of the service.

We use this information to operate, maintain, and provide to you the features and functionality of the Service and to communicate directly with you

**6. Limitation of liability and indemnity**

Elixir or any of its related parties, companies, subsidiaries, affiliates, service providers or any respective shareholders, directors, employees, representatives or agents shall under no circumstances whether directly or indirectly be liable to you or any other party in any manner whatsoever for any injury, death, losses, expenses, consequential loss, costs, damages, unavailability of the Services of any nature that you or any third party may incur or suffer in relation to your usage of the Services whether or not attributable to any act, omission or negligence on part of Elixir.

**7. Disclaimer**

By using the Elixir App, you acknowledge and agree to the below disclaimer:

Your use of the Elixir App and any related products and/or services shall be governed by and construed in all respects in accordance with the laws of the Republic of South Africa, and subject to the exclusive jurisdiction of the South African courts.

Use of this Elixir App or the information, products, and services available on this Elixir App shall be at your own risk.

Notwithstanding the provisions of sections 43(5) and 43(6) of the Electronic Communications and Transactions Act, Elixir Bracelets (PTY)LTD or any of its related parties accepts no liability whatsoever relating to any loss, expense, claim or damage, whether direct, indirect or consequential, arising from the information on this APP, your use, of this APP or any actions or transactions resulting there from, even if Elixir has been advised of the possibility of such loss, expense, claim or damages.

Elixir makes no representation or warranty, whether express or implied, as to the operation, integrity, availability, or functionality of the Elixir App or as to the accuracy, completeness or reliability of any information obtained therefrom.

Elixir further makes no warranty or representation, whether express or implied, that the products, information, or files available on the Elixir App are free of viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardize the operation or content of operating systems, a computer system, computer network or your hardware or software. You accept all risks associated with the existence of such viruses, destructive materials or any other data or code which is able to corrupt, compromise or jeopardize the operation or content of an operating system, computer system, computer network or your hardware or software.

Elixir accepts no responsibility for any errors or omissions on the Elixir App. Elixir may, in its sole discretion, at any time and without prior notice to you suspend or terminate the operation of the Elixir App and any products or services provided on the Elixir App.

**8. Sharing of Information**

Elixir does not and will not sell or provide personal information to third parties for independent use. We may, however, share your personal information with our business partners if that information is required to provide the Services. However, our business partners will adhere to using your information only as directed by Elixir.

The following list includes but is not limited to some of the instances where we may disclose your personal information obtained from you:

* when any regulatory authority requests same
* to comply with any regulation passed under relevant legislation, or any legal process
* to enforce and protect our rights and property (including intellectual property) and/or
* where we have a legitimate interest to do so
* when you have expressly authorised us to do so; or
* if we undergo a change in ownership.
* Where permitted in terms of any legislation.

**8.1 Contact us**

Please ensure that you have read and understood the terms and conditions of this privacy policy before you provide us with your personal information.

We reserve the right in our sole discretion to amend this privacy policy from time to time. Save as expressly provided to the contrary in this privacy policy, the amended version of the privacy policy shall supersede and replace all previous versions thereof.

**9. Amendment of the Agreement**

We have the right to amend or add new terms and conditions at any time for the use of the Services. If we change any terms of this agreement, we will electronically update this agreement, the privacy policy, the Disclaimer and any other applicable annexures. You will be notified of the updated version. If you do not agree with the amendments and fail to notify us of your intention to end the agreement within 7 days, it shall be deemed that you have accepted the amended or new terms and conditions.

Save where expressly provided to the contrary in this agreement, the latest version of this agreement shall supersede and replace all previous versions thereof.

**10. Fair Usage Policy**

You must use your Service in accordance with limits stated in the specific plan that you subscribe to for the use of that Service. There is a limit of ten emergency panic alerts allowed per month for testing and or emergency purposes. Elixir may limit, suspend, or terminate your Service if you unreasonably exceed such limits in a manner which may hinder or prevent us from providing services to other customers. Where this usage is exceeded, Elixir reserves the right to apply policies in traffic management to limit or restrict the usage above this level or to charge the user associated SMS charges or to terminate the User’s access to the Services if the limits continue to be exceeded after notification to the User.

**11. Severability**

Every clause of this agreement is severable from the others including the clause headings. The clause headings have been inserted for convenience and will therefore not be taken into consideration in its interpretation. If one or more of the clauses are invalid, it will not mean the entire agreement is invalid and as such the rest of the clauses contained in the agreement will still be valid and apply.