

## Terms and Conditions of PSARU (People Search And Rescue Unit)

Please read these terms and conditions before using the website services, or subscribe to our service offering. The terms and conditions set out the basis on which you are allowed to use this website, acquire our products or subscribe to and use our services, order any of our products or subscribe to our services. Contact our helpline on 0860 287 223 for any queries or email us on [info@psaru.co.za](mailto:info@psaru.co.za).

### Who we are

These Terms and Conditions relate to our website at [www.PSARU.co.za](http://www.PSARU.co.za).

### Terms and Conditions for using PSARU website and Services

Your use of this website, or subscription to our service, constitutes acceptance of these Terms which govern your relationship and any transaction with **PSARU**. If you do not agree to these Terms, please do not subscribe to our services. We cannot guarantee that the format, content or layout of our website, product or services will stay the same.

By using this website, you expressly agree that you will not use this website for any purpose that is unlawful or prohibited by these Terms. You agree to abide by all applicable local laws and regulations. We will need your consent to usage and disclosure.

**PSARU** reserves the right to review your usage and when in conflict with these terms of usage, we may restrict or prohibit your access to the website at any time. We reserve the right to retain and disclose any information provided by you or related to you, or any related website that is necessary to satisfy any applicable law, regulation or legal process.

This website and its contents are protected by intellectual property rights, and belongs to **PSARU**. Nothing contained in these Terms shall be construed to provide you or anyone else with any license or right under any copyright, trademark or any other intellectual property right protecting the technology or software which supports the website, products and services of **PSARU**. You may not copy or sublicense or use them for any purpose without our consent in writing.

EVERYTHING CONTAINED IN AND ABOUT THIS WEBSITE IS MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND.

We shall not be liable for any deficiency in performance or capability caused in whole or in part by any act or omission of any one or more of our service providers, a computer virus, equipment or facility failure, associated equipment or facility failure, cellular network failures, cellular network delays or shortcomings, lack of coverage or network capacity, GPS network failure, GPS limitations, equipment or facility upgrade or modification, acts of God, strikes, fire, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond our reasonable control.

We are unable to guarantee, and therefore do not guarantee, that this website, or any external website linked to this website, any information displayed on such websites, or the services or the products advertised on or sold via such website, are:

- ✓ Compatible with all or any hardware and software which you may use;
- ✓ Available all the time, at any specific time, delivered within a specific timeframe.

The information on this website is provided for general information and interest purposes only. We shall seek to ensure, to the best of our ability that the information displayed on our website is correct and true and updated regularly.

We are not liable towards you in the event of a claim brought against you or another person, of whatever nature, and arising from the infringement of any third party's rights to privacy as a result of the use of our website, website portals, any service provided by us to you, whether via our website or otherwise, or any of our products.

PSARU's database is entirely secure and will not be made accessible to the public in any way. Strict security measures are implemented to protect your personal information. Should a person go missing any information required would need the policy holder's / guardians permission to activate the process and allow information to be used.

### Our Contract with you

These Terms and Conditions intend to regulate and control our agreement with you regarding your access to and usage of this website and any products or services which you may purchase from us, and constitute a legal contract between you and **PSARU** upon your acceptance hereof through any of the means described herein. You cannot assign or transfer any of the obligations or rights which you may acquire in terms of such contract with **PSARU** to another party without the written consent of **PSARU**.

Please note that in terms of the Regulation of Interception of Communications Act (RICA) we must obtain and retain on record before we may conclude our agreement with you and process your subscription or order for a SIM card or a product including a SIM card:

If you are a natural person:

1. A signed copy of the Terms and Conditions;
2. A certified copy of your valid South African Identity Document and proof of your Residential Address;
3. Verify the photo, full names and identity number, whichever is applicable, you and your identification document; or
4. Any other information, at the time of sale or subscription or thereafter, which we deem necessary for purposes of complying with RICA.

If you are a juristic person, such as a Company or Close Corporation:

1. Full name and registration number, residential and postal address, whichever is applicable;
2. The business name and address and, if registered as such in terms of any law, the registration number of that juristic person;
3. A certified photocopy of the identification document of the person representing the juristic person on which his or her photo, full names and identity number, whichever is applicable, appear; and
4. A certified photocopy of the business letterhead of, or other similar document relating to, that juristic person;

5. May obtain from you any information, at the time of sale or subscription or thereafter, which we deem necessary for purposes of complying with RICA.

The agreement arising hereunder shall be subject to the following conditions:

1. Receipt of full payment or the initial monthly subscription installment.
2. Receipt of satisfactory documentation in compliance with the RICA obligations.
3. Receipt of or compliance with any other requirements or conditions as may be referred to in the service plan which you may subscribe to.
4. Receipt of a signed copy of any other terms and conditions relating to the subscription to our services that we may proscribe on our website.

We may terminate this agreement without further notice to you in the event that you fail to comply with the aforementioned conditions within 7(seven) days from the date on which you subscribed to any service, rendering this agreement void and of no further force or effect.

We may also terminate this agreement without further notice if you provide us with false information of any kind, including but not limited to your age and/or authority to act on behalf of a juristic person.

We may during the existence of the agreement also request you to furnish us with updated or further information or documentation, in compliance with RICA or other legislation that may apply to our relationship with you.

You can download a PDF version of these terms and conditions at [www.PSARU.co.za](http://www.PSARU.co.za)

**I hereby consent to the following:**

1. That my child's / missing persons detail and photograph can be captured and distributed on the PSARU database.
2. If my child goes missing, I undertake to phone PSARU immediately and understand after verification, PSARU may release the missing person's information to any parties at PSARU's discretion, in order to locate the missing person.
3. Give permission for PSARU to track the missing person.
4. I undertake to inform and update PSARU on any changes.

**Subscription**

To subscribe to any of our services, you must be over 18 and reside in the Republic of South Africa.

It is your absolute responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your order, or are please email us: [info@psaru.co.za](mailto:info@psaru.co.za) or telephone us on 0860 287 223.

**Paying for Services**

- Our price includes Value Added Tax (VAT) as levied by the South African government.
- No refunds will be processed.
- You must pay the first monthly installment for the services in advance when you register for such services. Thereafter all monthly subscriptions by means of a bank debit order in the prescribed form as directed by us on our website. If you have any problems with your order, please email us: [info@psaru.co.za](mailto:info@psaru.co.za) or telephone us on 0860 287 223.
- All monthly service subscriptions must be paid by bank debit order in the prescribed form directed by us.
- If any monthly subscription fees are not paid in full, for whatever reason, including but not limited to the refusal of the monthly bank debit order payment request, **PSARU** may terminate all services without any further notice to you, until the outstanding amount has been paid in full.
- No Invoices and Statements will be emailed or posted for Services and Subscription fees on a month to month basis. If you require a Monthly Invoice / Statement please put your request in writing to [info@psaru.co.za](mailto:info@psaru.co.za).

**Duration of Agreement**

This Agreement will commence when you subscribe to a service which we offer on our website, subject to any conditions stipulated elsewhere in this document.

The agreement shall continue for the period of 12 (twelve) months or as specified in the service plan, whichever period is the longest.

***Upon expiry of the initial 12 month period the agreement shall automatically continue until terminated by either party or not less than 1 (one) calendar months written notice.***

**Cancellation**

As a purchaser of our services, you may be entitled to protection offered by the National Credit Act or protections as a consumer under the Consumer Protection Act 68 of 2008.

You may have the right to terminate your agreement with us under certain circumstances. To exercise this right, you must inform us in writing of your election to avail yourself of such right. We may also amend our agreement with you if we are required to do so in order to comply with the new Consumer Protection Act.

If you have any questions about your cancellation or other rights, please email us: [info@psaru.co.za](mailto:info@psaru.co.za) or telephone us on 0860 287 223.

**Limitations on Services**

Our service is only available in South Africa.

**Customer Services**

If you have any questions about the services or our terms of contract, or need assistance with the email our customer services department at info@psaru.co.za or telephone us on 0860 287 223. Our helpline is available 24/7 - Monday to Sunday. All effort will be made in finding the missing person; however PSARU cannot guarantee the safe return of the missing person.

**Complete agreement**

Any amendment to this agreement, or the cancellation thereof, as agreed to by the parties thereto, shall be of no force or effect unless reduced to writing and signed by both parties.

**Disputes and Notices**

If you have any complaint about this website or any of the goods or services we provide, you should contact our customer services department at info@psaru.co.za and we will try and resolve it as soon as possible.

If you wish to take legal action against us, as we are a South African company, should do so in the South African courts only.

We may service any notice or legal process on you at the address as may provided by you to us via our website of any document at any time, including but not limited to an email address or facsimile number.

**By signing this agreement you agree to all our Terms and Conditions as stipulated on our website. Please make sure that you read and agree to all these terms.**

\_\_\_\_\_  
ACCEPTANCE AND APPROVED

\_\_\_\_\_  
DATE

PSARU is a registered company in South Africa (Registration no: No 2012/209557/07) and the registered office address is PSARU, 2 Anemoon Road, Villa Valencia Office Park, Glen Marais, Kempton Park, 1619, Contact no: 0860 287 223.

**Debit Order Mandate:**

I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our abovementioned account at my / our above mentioned bank (or any other bank or branch to which I / We may transfer my / our account) on condition that the sum of such payment instructions will never exceed my / our obligations as agreed to, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me / us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows

On the **FIRST** day ("payment day") of each and every month commencing on \_\_\_\_\_ **20**\_\_\_\_\_ the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

Name of individual:  
(Surname, first name and other initials)

Name of Institution:  
(Name of registered at the bank)

\_\_\_\_\_

\_\_\_\_\_

Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Postal code:

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**Account Holder – Debit order form**

Name & Surname \_\_\_\_\_

Identity No \_\_\_\_\_

Cell Number \_\_\_\_\_

Email Address \_\_\_\_\_

Account Holder \_\_\_\_\_

Bank Name \_\_\_\_\_

Account Number \_\_\_\_\_

Account Type \_\_\_\_\_

Branch Code \_\_\_\_\_

\_\_\_\_\_  
ACCEPTANCE AND APPROVED

\_\_\_\_\_  
DATE