Terms and Conditions of red24 membership

TravelTracker powered by red24 is part of the red24 group.

Definitions

Where the following words appear, they will have the following meanings:

Host Country	Any country in which you are located at the time of an Incident – with the exception of any country where red24 has advised against travel prior to your departure to that country, as listed on the Website.
Incident	A Life Threatening Situation or other serious crime, including but not limited to stalking, extortion, fraud or identity theft, which in the opinion of red24 necessitates Assistance.
Intermediary	The third party through whom you may acquire your Membership (where you do not purchase your Membership directly from red24).
Life Threatening Situation	A life threatening situation which is recognised by red24, including but not limited to serious crimes, such as kidnap or unlawful detention.
Membership	The red24 membership to be provided to you on these Terms.
red24 (also referred to as 'we', 'our' and 'us')	The red24 Group which includes red24 plc, red24 Operations Limited, red24 CRM (Pty) Limited, red24 Inc, red24 Sales Limited and Green 24 Limited, as well as their staff, agents and assigns. Details of our registered office addresses and VAT numbers are set out at the end of this document.
Assistance	Provision of a Specialist to assist in the assessment, containment and management of an Incident which may, if red24 considers it necessary, include evacuation and repatriation, subject to the exclusions detailed below.
Specialist	A specialist provided by red24.

Terms	The terms and conditions on which red24 provides the Membership to you, as set out below.
Website	The red24 website at www.red24.com or any other website owned, hosted or copyrighted by red24.
You/your	The person/company named as the member on the schedule relating to your Membership, as notified to you by your Intermediary (if applicable). Depending on the nature of the schedule, this may include your spouse or partner, and dependent children residing with you but not exceeding the age of 22 years.

Membership

Membership may provide one or a number of products and services, depending on the nature of your contract. These may include, but are not limited to website access, telephone advice and support, alerts, written reports, identity theft assistance, and Assistance. Further details of what is and is not covered by your Membership are contained in the following:

- where you purchase your Membership directly from red24, the membership contract; or
- where you acquire your Membership through an Intermediary (i.e. where you do not purchase your Membership directly from red24), and the literature relating to your Membership provided to you by the Intermediary. In this case, your Membership is also subject to the terms and conditions of your contract with the Intermediary.
- red24 or your Intermediary may supply you with a personalised registration code to enable you to access the Website. You will keep the registration code secure and will not allow anyone access to, or use of, the registration code.
- red24 may at any time, and without notification to you, make any changes to your Membership which are necessary to comply with any applicable safety or other statutory requirements – or other changes which do not materially affect the nature or quality of the Membership.
- red24 shall be at liberty to terminate or refuse any request made for Membership where we consider the request to be made fraudulently, to be vexatious or otherwise an inappropriate use of our products and services.
- In order to carry out maintenance and support on or in relation to the Website and/or telephone helpline, and for any other reasonable cause, red24 is entitled to suspend operation of the Website or the telephone helpline at any time. red24 will take all reasonable measures to minimise downtime but is not obliged to provide continuous access to the Website or the telephone helpline on a 24-hour, seven days a week basis. red24 will take all reasonable measures to correct any defects in the operation of the Website/telephone helpline within 24 hours of receiving notice of such defects.

If you have any difficulties in using the Website, red24 may agree to assist in resolving your query, although we are not obliged to provide such assistance.

Your obligations

In accessing the Website, you agree to be bound by the Terms of Website Use and the Subscription Policy, if applicable.

Warranty and Limitation of Liability

- red24 shall take all reasonable measures to answer your requests for information within 24 hours of receiving such a request – although we shall not be liable to you if we fail to respond to any request within this time.
- We will use all reasonable measures to ensure that all information provided or communicated to you is accurate, relevant and up-to-date, although the status of the information may vary and is subject to change or alteration at any given time. The use of this information is at your sole discretion. We accept no liability or responsibility in respect to actions taken or harm incurred as a result of any information, recommendations and/or advice provided to you.
- If you are a business user, please note that we will not be liable for:

  - loss of sales, business, income or revenue;
  - loss of contracts or profits;
  - business interruption;
  - loss of data;
  - loss of anticipated savings;
  - loss of business opportunity, goodwill or reputation;
  - wasted management or office time; or
  - any indirect or consequential loss or damage.

- If you are a consumer user, you agree that we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- red24 shall not be liable to you by reason of any representation or any implied warranty, condition or other term or any other duty at common law.
- Where red24 may recommend or refer a particular organisation or individual to you, who may be able to provide you with certain goods or services, any contract for such goods or services will be made between you and the organisation or individual. red24 gives no guarantee or reassurance as to the goods or services provided by the third party and accepts no liability or responsibility in respect of such goods or services.
- red24's total liability arising in connection with these Terms or your Membership shall be limited to GB£50,000.
- Nothing in these Terms shall take effect to exclude or limit red24's liability in respect of death or personal injury caused by or in respect of fraudulent misrepresentation.
- red24 shall not be liable to you, or deemed in breach of these Terms, by reason of any delay in performing or failure to perform any of red24's obligations in relation to your Membership, if the delay or failure was due to any cause beyond red24's reasonable control.
- Unless expressly provided in these Terms, all conditions, warranties and other terms implied by statute or common law are excluded to the fullest extent permitted by law.

Exclusions from Assistance

The following applies to Memberships that may include the provision of Assistance by red24. The following exclusions or points may not apply if that assistance is authorised, approved and paid for by an Intermediary. Please note that Assistance is not a replacement for immediate emergency services which are available in a Host Country and the following exclusions apply:

- It is at red24's absolute discretion to provide Assistance where notified by you of an Incident. red24 may require up to 24 hours to respond to an Incident in the Host Country.
- red24 will not be liable to provide Assistance in any country to which we have advised against travel prior to your departure to that country, as listed on the Website.
- red24 and its Specialists accept no responsibility for loss, damage or injury arising from any action taken, or not taken, where such a Specialist has acted in a reasonable manner in the given circumstances. Reasonableness in this context shall be given its widest possible interpretation.
- red24 shall not be liable for Assistance or other benefits provided by it, nor shall it be deemed in breach of these Terms, where you have failed to act in accordance with your duties under these Terms, or where you or persons on your behalf have provided red24 with information which is erroneous or inaccurate.

red24 will not be held liable for, nor will it initiate Assistance or provide a Specialist, in the following circumstances:

- Any act or alleged act by you which, if committed by you in your country of citizenship, would be a criminal offence.
- Any fraudulent or criminal act or alleged act by you, acting alone or in collusion with others, which is committed in the Host Country and contravenes the laws of that country.
- Any failure by you to properly procure or maintain immigration, work, residence or similar visas, permits or other documents.
- If you take part in any anti-government activity or the operations of any security or armed forces.
- Costs or other liability arising from or attributable (in whole or in part) to a debt, insolvency, bankruptcy, commercial failure, the repossession of any property by any title holder or lienholder, or other financial cause.
- Media intrusion.
- Any ransom demand.
- Any loss or damage of whatsoever nature, where red24 has advised against travel prior to your departure to that country, as listed on the Website.

Cancellation

red24 withholds the right to cancel your Membership at any given time. Where such cancellation is made for any reason other than your default or circumstance outside of red24's reasonable control, we will return any fees you have paid to us, on a 'pro-rata' basis for each month of the unexpired contractual term.

You can cancel the Membership at any time by writing to red24. In the event that you cancel your Membership, any fees paid to red24 will not be refunded to you (except as set out below).

Your Membership may be cancelled immediately and notified to you in writing, to your last known address, if you do not pay the fees due or do not make payment under any instalment scheme or linked credit transaction. You will not receive a refund for any instalment already paid.

If your Membership is cancelled for any reason, you must destroy the registration code and any other member login access details supplied to you (if applicable) by red24 or your Intermediary.

General

- If any provision of these Terms is or becomes illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect the remaining provisions hereof or the legality, validity or enforceability of such provisions in any other jurisdiction, and the remainder of these Terms shall continue in full force and effect.
- Except in so far as these Terms expressly provide that a third party may at its own right enforce a term of these Terms, a person who is not a party to these Terms has no rights under the Contracts (Rights of Third Parties) Act 1999 (the 'Act') to rely on or enforce any term of these Terms. This does not affect any right or remedy of a third party which exists or is available apart from the Act. For the purposes of these Terms, any employee or agent of red24, or where appropriate any Intermediary, will be entitled to exercise his/her rights to enforce any of these Terms.
- You may not, without the prior written consent of red24 (such consent not to be unreasonably withheld or delayed), assign or dispose of any of your rights hereunder or sub-contract or otherwise delegate any of your obligations under these Terms.
- red24 shall be entitled to supply Assistance and other Membership benefits through any other company or third party and may assign or sub-contract its obligations under these Terms to any such company or third party.
- Nothing in these Terms shall confer any right or remedy on you which you would not otherwise be legally entitled to.

- Any notice to be given under these Terms shall be in writing and shall be delivered by hand or sent by prepaid first class post or recorded delivery to the address of the party, as set out in these Terms, or such other address as may be notified by one party to the other. A notice delivered by hand is deemed to have been received when delivered (or if delivery is not in business hours, 09:00 on the first business day following delivery). A correctly addressed notice sent by prepaid first class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.
- These Terms are governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

Enquiries

If you have any questions regarding these Terms, please contact us at enquiries@red24.com.

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G2 6HG

Company Number: SC086069
Registered in Scotland
VAT Number: 823845027

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The Coach House
Bill Hill Park
Wokingham
Berkshire
RG40 5QT

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Registered in England and Wales
VAT Number: 823845027

red24 CRM (Pty) Ltd
Greenwood Chartered Accountants
21st Floor
ABSA Centre
Heerengracht Street
Cape Town 8001

Company Number: 2002/012490/07
Registered in South Africa
VAT Number: 4310205572

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New York 10006

Tax Number: 27 2957844
Registered in State of Delaware

red24 Sales Limited
The Coach House
Bill Hill Park
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RG40 5QT

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VAT Number: 823845027

Green 24 Limited
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Bill Hill Park
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