

GENERAL TERMS AND CONDITIONS

WARNING: THE MEMBER SHALL BE HELD SOLELY RESPONSIBLE FOR THE FALSE OR NEGLIGENT USE OF THE GEOS EMERGENCY ASSISTANCE SERVICE AND SHALL BE LIABLE FOR FEES AND POSSIBLE CRIMINAL PROSECUTION. See Section 2 under the heading "Access to Global Traveler and SPOT Emergency Assistance Services" contained in these Terms and Conditions of Use.

Parties

- (1) Travel Safety Group Limited T/A GEOS and GEOS Alliance with a mailing address of PO Box 712, West Perth WA 6872, Australia., together with its Affiliates, Subsidiaries and Agents
- (2) The individual member ('The Member') whether part of a group membership scheme or not, to whom GEOS has agreed to provide Services (as hereinafter defined) subject to and in accordance with the terms and conditions of this Agreement.

1. INTERPRETATION

In this Agreement:

Services

Means any Location Information or any Intelligence, access to security advice or services, accessed directly from the GEOS web site or from GEOS web site links to other web sites not under the control of GEOS or directly with the Service Provider or GEOS. This definition of services may be changed or added to from time to time such changes or additions being incorporated into these Terms and Conditions of Use.

Location Information

Means any information indicating the geographical location of a member's cell phone or SPOT device provided by the SPOT telecommunications network.

Location Request	Means a request for Location Information by an authorized person in the format and via the transport mechanism required by the telecommunications network including satellite network and which may be changed from time to time by that network.
Network Location Service	Means the provision of Location Information to an authorized person from a Member's telecommunications network including satellite network..
Prescribed Use	Use by an authorized person to obtain Services for any lawful purpose
Web Site	Means the official web site operated by GEOS which is currently found in the portal www.geosalliance.com and which contains information which may be subject to change from time to time and any associated web site accessed through a separate portal and operated for the private use of a corporate client.
Intelligence	Any and all information of whatever type communicated to the Member by GEOS under this Agreement and by any means.
Membership Fee	The fee to be paid to GEOS to become a Member, except where membership is available to that person without a membership fee, and as shown on the Web Site, GEOS brochure or other published literature from time to time.

Subscribers to the SPOT telecommunications network are provided with GEOS Traveler membership without charge. Upgrades to higher levels of GEOS service and products are available on a chargeable basis.

Registration Form

Means the standard form which must be completed by any applicant for membership whether or not a Membership Fee is due.

2. COMMENCEMENT AND DURATION

- 2.1 This Agreement shall commence when GEOS has notified a Member of his/her personal membership number which allows access to the GEOS web site and Services. ('the Commencement Date') or the Member has registered a SPOT device.
- 2.2 The duration of this Agreement shall be for a minimum period of 12 months from the Commencement Date continuing thereafter until terminated in accordance with the terms of this Agreement.
- 2.3 This Agreement is subject to the Member's right of cancellation as set out in Clause 8 below, unless otherwise agreed to in writing by both parties.

3. SUPPLY OF THE SERVICES

- 3.1. GEOS agrees to provide the Services to the Member throughout the Contract period
- 3.2. Save where the provisions of clause 3.3 applies, in the event that the Services are modified or altered resulting in material, demonstrable loss in functionality, or performance of the Services, the Member shall be entitled to terminate this Agreement within fourteen days of notice of such modification or alteration, such notice to be given on the web site or by other effective means at the discretion of GEOS.
- 3.3. GEOS may at any time without notifying the Member make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements

4. ACCESS TO THE SERVICES

- 4.1. The Member shall access the Services by use of an Internet link or other form of communication, including SPOT, using the instructions issued by GEOS or SPOT and notified to the Member from time to time.
- 4.2. The Member shall be responsible for obtaining and paying for all equipment and telecommunications services as are required to enable them to gain access to the Services.
- 4.3. The Member shall be responsible for all costs incurred in accessing and/or using the Services
- 4.4. The English language shall be the only language in which GEOS personnel verbally communicate with Members or others for the purposes of providing Services. Where the Member requests, or GEOS, in their absolute discretion believe it is necessary to provide the Member with Services, a qualified interpreter shall be employed to assist in the conversation. All costs related to the provision of an interpreter shall be paid by the Member to GEOS at a rate that may change from time to time and is currently USD\$4 per minute. The Member agrees that all such costs may be billed directly to the credit card of the Member.
- 4.5. The Members entitlement to access the Services is subject to the Prescribed Use provisions contained in Clause 7 of this Agreement

5 GEOGRAPHICAL LOCATION OF THE MEMBER

- 5.1 The Member expressly consents to GEOS making any Location Requests for the purposes of the provision of the Services or any trial thereof.
- 5.2 GEOS agrees to provide the Member with any details that may be required of a Network Location Service trial.
- 5.3 GEOS shall erase the Location Information when the provision of the Services or trial thereof has been fulfilled and in any case within 30 days of such fulfillment.

6 CHARGES

- 6.1 In consideration of the provision of the Services, the Member agrees to pay the Membership Fee (except where none payable) to GEOS in accordance with the Standard Terms of Payment. No fee is payable by subscribers to the SPOT telecommunications network for GEOS Traveler Service.

- 6.2 All charges to the Member for the provision of the Services are exclusive of any Value Added Tax or Sales Tax or other mandatory tax payable in the country where the Agreement is concluded, for which the Member shall be additionally liable at the applicable rate from time to time.
- 6.3 GEOS reserves the right, by giving not less than one month's written notice to the Member, to increase the Membership Fee from time to time.
- 6.4 In the event that the Membership Fee is increased in accordance with clause 6.3 above, the Member shall be entitled to terminate the Agreement within fourteen days of receiving notice of such increase.

7 PRESCRIBED USE

- 7.1 The Member (and any person authorized by him/her to access the Services) shall use the Services only in connection with the Prescribed Use
- 7.2 GEOS reserves the right in their absolute discretion to take the following action, if, during the Contract Period it considers that the Member or any person authorized by him/her to access the Services is using the Services otherwise than in connection with the Prescribed Use:
 - 7.2.1 Terminate this Agreement and the Members access and access of any person authorized by him/her to access to the Services with immediate effect.

8 MEMBERS RIGHT OF CANCELLATION

- 8.1 Subject to clause 8.2 the Member shall have the right to cancel this Agreement within seven working days after receiving notification of his/her Membership number.
- 8.2 The Member loses his Cancellation Rights if the Member uses the Services prior to notifying GEOS of such cancellation
- 8.3 The Member may exercise the Cancellation Rights by giving written notice to GEOS by hand or post, fax or e mail at such address, fax number or e mail address as shall be notified to the Member from time to time
- 8.4 Provided the member has not lost his Cancellation Rights and in the event that notice is served on GEOS in accordance with 8.3 above, GEOS will refund or credit the Member in full of any Membership Fee paid by the member within 30 days of receipt of such notice

9 LIABILITY

- 9.1 GEOS warrants to the Member that the Services will be provided using reasonable care and skill.
- 9.2 The warranty set out in clause 9.1 is the only warranty given by GEOS and all other conditions, warranties (express or implied) or other terms implied by statute or common law are expressly excluded from the Agreement to the fullest extent permitted by law.
- 9.3 For the avoidance of doubt, nothing in this Agreement shall exclude or restrict GEOS' liability for death or personal injury caused by their negligence or for fraudulent misrepresentation
- 9.4 To the extent permitted by law, GEOS expressly excludes liability for any loss of profit or any indirect, special or consequential loss, damage, costs or expenses or other claims which arise out of or in connection with the provision of the Services (including any delay in providing or failure to provide the Services) or their use by the Member or other person authorized by him/her to use the Services
- 9.5 GEOS gives no warranty in relation to the availability, suitability or maintenance of the telecommunications networks and services used by the Member to access the Services.
- 9.6 GEOS gives no warranty in relation to the availability, suitability or accuracy of any Service. GEOS excludes all liability, whether resulting from contract, tort (including liability for negligence or breach of statutory duty) or otherwise in respect of any loss, damage, costs, expenses or other claims resulting from the acts or omissions of third party providers of telecommunications services or other Services or for any faults, failures or inadequacies in the Networks or Services.
- 9.7 GEOS shall not be liable to the Member or be deemed to be in breach of this Agreement in respect of any failure or delay in the provision of the Services caused by:
- 9.7.1 matters outside of GEOS' reasonable control, which shall include (without limitation) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, fire, explosion, flood, snow fog or other inclement weather conditions, failure of telecommunications or satellite systems or lines. Electrical power failures or fluctuations, surges in the electrical mains or currents induced into damage caused by electromagnetic interference, theft, malicious damage, strike, lock out or industrial action of any kind : or
 - 9.7.2 failure or inaccuracy of any Networked Location Service (including satellite service) or caller line identity or

9.7.3 a virus or viruses existing in or detected in the equipment or technology which provides the Services.

9.8 If any exclusion contained in this Agreement shall be held to be invalid for any reason and GEOS becomes liable for loss or damage that may be lawfully limited such liability shall be limited to any Membership Fee paid by the Member.

10 TERMINATION

10.1 Either party may terminate this Agreement on giving written notice of termination to expire no less than 30 days prior to the expiry of the Agreement or anniversary thereof. Where the required 30 days prior notice of termination has not been given, this Agreement is deemed to continue until properly terminated in accordance with the provisions of this clause 10.

10.2 Either party may immediately terminate this Agreement by giving notice to the other or the other commits any continuing or material breach of any of the provisions of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 14 days after receipt of the written notice giving full particulars of the breach and requiring it to be remedied.

10.3 GEOS may immediately terminate this Agreement by giving notice to the Member where the Member is in breach of the provisions of clauses 11 or 7 whereby the Member shall not be entitled to any refund of the Membership Fees (in whole or part) paid under this Agreement.

11 ACCURACY OF DATA REGISTRATION FORM

11.1 The Member acknowledges and accepts that the information required in the Registration Form is essential for the proper provision of the Services by GEOS

11.2 The Member accordingly confirms and warrants that the information supplied by them in the Registration Form is true, accurate and complete in all respects.

11.3 It is the responsibility of the Member to ensure that the information supplied to GEOS is accurate, complete and up to date and that any change alterations or additions to such information is immediately notified to GEOS

11.4 GEOS reserves the right to terminate this Agreement and the Member's Access to the Services with immediate effect if there is reason to believe

that the Member has provided false information on the Registration Form, or has failed to notify GEOS of any changes in such information as required by Clause 12.

12 DATA PROTECTION

- 12.1 GEOS will comply with Data Protection Act 1998, where it has effect, in relation to all information supplied by the Member.
- 12.2 The Member authorizes GEOS in the course of providing the Services to disclose any information provided by the Member and any Location Information to such third parties as GEOS in their absolute discretion shall deem necessary.
- 12.3. The Member confirms that where personal information includes details relating to another person. That person has appointed the Member to act on their behalf in consenting to the processing and disclosure of the information relating to them.

13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 13.1 Nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to this Agreement. The parties hereby exclude the application of this Agreement from the Contract (Rights of Third Parties) Act 1999 under United Kingdom legislation..

14 APPLICABLE LAW AND JURISDICTION

- 14.1 This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

15 PRIVACY STATEMENT

GEOS has created this privacy statement in order to demonstrate our firm commitment to your privacy. It discloses our information gathering and dissemination practices for this website:

<http://www.geosalliance.com>

Information Gathered on This Site

Our site is not set up to track, collect or distribute personal information about its visitors ('users'). Users can visit us and remain completely anonymous until they decide to give us personal information. The GEOS server automatically captures users domain names and/or IP addresses. The captured information is used for internal purposes by authorized GEOS staff (e.g to administer the website, or for statistical purposes).

No Release of Information to Third Parties

Personal information that has been volunteered to us is never passed to third parties, except if release is required by law or is pertinent to judicial or governmental investigations or proceedings or if we consider it necessary to do so in order to prevent risk of death or serious personal injury to you or others. There are no other circumstances under which we will provide or sell personal information to third parties

Security Measures

This site has security measures in place to prevent the loss, misuse and/or alteration of the information under our control.

Questions

If you have any questions or concerns about this privacy statement, the practices of this site, or your dealings with this Web site, you can contact us in the following ways:

Web: <https://www.geosalliance.net/geoslogin/questions.aspx>

Write to: Customer Service, GEOS Travel Safety Group Limited, PO Box 712, West Perth WA 6872, Australia.

END USER AGREEMENT FOR RECIPIENTS OF GEOS GLOBAL EYE AND THREATWATCH DATA

END USER TERMS AND CONDITIONS

Travel Safety Group (GEOS), is a party to a certain Master Subscription Agreement (the 'Agreement') for the licensing of intelligence and other data, by the Licensor, for the delivery, to the End User, of the GEOS ThreatWatch and GEOS GlobalEye services, which form part of the GEOS Knowledge Foundation.

1. Third Party Beneficiary. The GEOS member ('End User') shall be a direct and intended third party beneficiary to this Agreement.
2. Audit. GEOS and parties expressly authorized by GEOS, and pursuant to the terms of the Agreement, shall have the right to inspect upon reasonable notice and during End User's regular business hours, End User's relevant records to verify End User's compliance with the terms of this Agreement.
3. NO WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SOFTWARE AND SERVICES PROVIDED TO END USER HEREUNDER ARE PROVIDED 'AS IS' WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. THE ENTIRE RISK ASSOCIATED WITH THE USE OF THE SOFTWARE AND SERVICES RESIDES WITH END USER. ALL OTHER CONDITIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, ARE DISCLAIMED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.
4. Limitation of Liability. IN NO EVENT SHALL GEOS OR THE LICENSOR BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF GEOS, THE LICENSOR OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, GEOS, THE LICENSOR OR THEIR RESPECTIVE LICENSORS OR SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. THE LIABILITY OF GEOS, THE LICENSOR AND THEIR RESPECTIVE LICENSORS OR SUPPLIERS

UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, SHALL NOT, IN ANY EVENT, EXCEED THE FEE PAID BY END USER TO GEOS UNDER THIS AGREEMENT.

5. Indemnity. End User shall indemnify, defend and hold harmless GEOS and the Licensor from any suits, losses, claims, demands, liabilities, costs and expenses (including reasonable attorney fees) that GEOS or the Licensor may sustain or incur from: (i) End User's use of the software or services; or (ii) End User's breach of any of its obligations set forth in this Agreement.

6. Extension of License. GEOS holds the following license for the ThreatWatch and GlobalEye data:
During the term of this Agreement, subject to the terms and conditions hereof, GEOS has been granted a non-exclusive, non-transferable, limited license to that data which comprises the ThreatWatch and GlobalEye Intelligence services. Such license permits GEOS to use data made available to it solely in the ordinary and regular course of GEOS's business. Except as otherwise provided herein, such license includes the right to download and temporarily store insubstantial portions of data ('Downloaded Data') to a storage device under GEOS's exclusive control, and to (i) display internally such Downloaded Data, and (ii) quote from such Downloaded Data (appropriately cited and credited) in memoranda, reports, and similar work product created by GEOS. GEOS may also create printouts of Data for internal use and for distribution to third parties being End Users, provided such End User parties agree not to further distribute the printouts. Neither the Data nor any portion thereof may be copied, downloaded, stored, published, transmitted, transferred, sold or otherwise used, in any form or by any means, except (i) as expressly provided herein, (ii) with the licensors prior written permission, or (iii) if not otherwise expressly prohibited by this Agreement, as allowed by the fair use provision of the Copyright Act of 1976 (17 U.S.C. §107). Except as expressly provided herein, all right, title and interest in and to the ThreatWatch and GlobalEye Data that is sourced from the Licensor, in all languages and media throughout the world, are and shall continue to be the exclusive property of the licensor. GEOS shall not, by virtue of this Agreement, acquire any proprietary interest in the ThreatWatch or GlobalEye Data sourced from the Licensor.

Upon extension of GEOS's license to the End User, End User agrees to comply with all provisions of GEOS's license for the benefit of GEOS and the licensor.

**ADDITIONAL TERMS AND CONDITIONS FOR
GEOS TRAVELER PLUS MEMBERS.**

NB. Traveler Plus is currently only available to UK Members.

These Additional Terms and Conditions form part of, and should be read together with, the General Terms and Conditions.

1. INTERPRETATION

In this Agreement:

‘National Command and Control Center’	Means the GEOS Control Centre situated in the United Kingdom
‘Plus Services’	Means in addition to Services available to GEOS Traveler Members, access to and the assistance of the National Command and Control Centre in providing the ‘ Emergency Services’ of the United Kingdom with ‘ Location Information’ of the ‘Members’ cell phone whilst the ‘Member’ is within that country. Additional Traveler Plus Services include access to Sign In Safe, a travel itinerary tracking Service, subject to additional terms and conditions of use and detailed in the separate registration form for that service. Traveler Plus Services may be modified, added to or varied from time to time.
‘Emergency Services’	Fire, Police, Ambulance and Coastguard.

1. ACCESS TO GEOS TRAVELER PLUS EMERGENCY ASSISTANCE SERVICE

- 1.1 The Member shall access the 'Plus Emergency Assistance Service' by telephoning the National Command and Control Centre from the cell phone registered with GEOS, utilizing either a designated button on the cell phone or dialing the dedicated 'Plus Services' telephone number of the National Command and Control Centre as notified to the Member on the 'Web Site' and in GEOS's published literature from time to time.
- 1.2 Use of the 'Plus Emergency Assistance Service' should be strictly limited to emergency situations where the immediate and urgent assistance of the 'Emergency Services' is requested and the 'Member' requires the assistance of the National Command and Control Centre in advising the 'Emergency Services' of 'Location Information'
- 1.3 Where the 'Member' requires the urgent assistance of the 'Emergency Services' and has the knowledge and/or information necessary to provide the 'Emergency Services' with an accurate location the Member should contact 'Emergency Services' direct by use of the Emergency Services emergency telephone number. In the United Kingdom this is '999', in the USA '911' and may vary according to the country in which the Member is accessing the Emergency Services direct.

2. LIABILITY

- 2.1 GEOS shall not be liable to the Member or be deemed to be in breach of this Agreement in respect of any failure or delay in the provision of the 'Plus Services' caused by any act or omission of the 'Emergency Services':
- 2.2 For the avoidance of doubt, GEOS liability to a Member ceases immediately once the Member's telephone call has been transferred to the 'Emergency Services' to deal with and/or the last known 'Location Information' of the Members cell phone, where available, is provided to the 'Emergency Services'.

**ADDITIONAL TERMS AND CONDITIONS FOR
GEOS GLOBAL TRAVELER AND/OR PEGASUS MEMBERS
AND/OR SPOT MEMBERS.**

These additional terms and conditions form part of, and should be read together with, the General Terms and Conditions and Additional Terms and Conditions for GEOS Traveler Plus Members where applicable.

1. INTERPRETATION

In this Agreement

‘International Command and Control Centre’	means the GEOS control centre providing international services to the Member.
‘Global Traveler Services’	means in addition to the Services to GEOS Traveler and Traveler Plus Members, access to the additional services detailed on the GEOS web site and to the International Command and Control Centre. Global Traveler Services may be modified, added to or varied from time to time.
‘Emergency Services’	Fire, Police, Ambulance, Coastguard.
‘Appropriate Authority’	Includes, but not exclusively, the Consulate or Embassy of the ‘Member’.

2. ACCESS TO GLOBAL TRAVELER AND SPOT EMERGENCY ASSISTANCE SERVICES

- 2.1 The Member shall access the ‘Global Traveler’ Emergency Assistance Service by contacting the International Command and Control Centre from the cell phone or SPOT registered with GEOS utilizing either a designated button on the cell phone or SPOT or dialing the dedicated ‘Global Traveler’ telephone number of the International Command and Control Centre as notified to the Member on the ‘Web Site’ and in GEOS published literature from time to time.

- 2.2 Use of the Global Traveler Emergency Assistance Service should be strictly limited to emergency situations where the immediate and urgent assistance of the 'Emergency Services' is requested and the 'Member' requires the assistance of the International Command and Control Center in advising the 'Emergency Services' of 'Location Information'.
- 2.3 Where, in the opinion of GEOS, whose decision shall be final, a Member has misused either, negligently or deliberately, the Emergency Assistance Service of the International Command and Control a fee of \$350 per hour or part thereof thereof will be made, in addition to the cost of any other services rendered by GEOS. The Member agrees that GEOS may, in it's absolute discretion, charge the fees to the Members credit card. Members are also advised that the deliberate or negligent misuse of a country's Emergency Services may result in very severe penalties, including imprisonment. If your SPOT unit is lost, stolen, or otherwise in possession of a person not authorized by you, you MUST inform GEOS. You will not be charged the \$350 service fees for deliberate or negligent use of the 911 emergency button once you have notified GEOS that the SPOT is lost, stolen or in unauthorized possession of another. The registered Member agrees that he/she shall be held solely responsible for misuse of the GEOS Emergency Assistance Service and any services provided whether or not the Member themselves was responsible for the misuse or not. Notification to GEOS MUST be immediate and by email to 'Questions@geosalliance.com'. The unit will be deactivated and you may save the life of another by preventing wasted emergency response through misuse of the system.
- 2.4 Where the 'Member' requires the urgent assistance of the 'Emergency Services' and has the knowledge and/or information necessary to provide the 'Emergency Services' with an accurate location the 'Member' should contact 'Emergency Services' direct by use of the 'Emergency Services' telephone number. In the United Kingdom this is '999', in the USA '911' and may vary according to the country in which the Member is accessing 'Emergency Services' direct.

3. LIABILITY

- 3.1 GEOS shall not be liable to the Member in respect of any failure or delay in the provision of 'Emergency Assistance' caused by any act or omission of the 'Emergency Services' or 'Appropriate Authority'.
- 3.2 For the avoidance of doubt, GEOS liability to a 'Member' ceases immediately once the last known 'Location Information' of the 'Members' cell phone, or SPOT device where available, is provided to the 'Member' or to the 'Emergency Services' or 'Appropriate Authority'.