

**GENERAL TERMS AND CONDITIONS  
FOR ACCESS AND USE OF GEOS EMERGENCY RESCUE COORDINATION  
AND RESPONSE SERVICES**

**WARNING: THE MEMBER SHALL BE HELD SOLELY RESPONSIBLE FOR THE INTENTIONALLY FALSE OR NEGLIGENT USE OF THE GEOS EMERGENCY ASSISTANCE SERVICE AND SHALL BE LIABLE FOR FEES AND POSSIBLE CRIMINAL PROSECUTION.**

**Parties**

- (1) Travel Safety Group Limited T/A GEOS and GEOS Alliance with a mailing address of 550 Club Drive, Suite 470, Montgomery, TX 77316, USA, together with its Affiliates, Subsidiaries and Agents
- (2) The individual member ("The Member") whether part of a group membership program 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 website or from GEOS website links to other websites 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 emergency notification device.

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 from time to time be changed 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	Means use by an authorized person to obtain Services for any lawful purpose.
Website	Means the official website operated by GEOS which is currently found in the portal <a href="http://www.geosalliance.com">www.geosalliance.com</a> and which contains information which may be subject to change from time to time and any associated website 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 Website, GEOS brochure or other published literature from time to time.

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 registration number which allows access to the GEOS website and Services. (the 'Commencement Date')
- 2.2 The duration of this Agreement shall be for a minimum period of twelve (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 (14) days of notice of such modification or alteration, such notice to be given on the website 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, using the instructions issued by GEOS 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 in any other language, a qualified interpreter shall be employed to assist in the conversation.
- 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 thirty (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 no Membership Fee is required) to GEOS in accordance with the Standard Terms of Payment
- 6.2 All charges to the Member for the provision of the Services are exclusive of any Value Added Tax, 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 them 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 Terminate this Agreement and the Members access, together with the access of any person authorized by the member with immediate effect, if during the Contract Period it considers that the Member or any person authorized by them to access the Services is using the Services otherwise than in connection with the Prescribed Use.

## **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 their Membership number.
- 8.2 The Member forfeits their 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 all 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 or hardware devices 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 hardware devices, or other Services or for any faults, failures or inadequacies in the Networks or Services or hardware devices.
- 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 software 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 thirty (30) days prior to the expiry of the Agreement or anniversary thereof. Where the required thirty (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 fourteen (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 the Data Protection Act, or any similar legislation, where it has effect, in relation to all personal information supplied to them 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, or if required to do so by law.
- 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. Details of our information gathering and dissemination practices for this website:

<http://www.geosalliance.com>

### **Information Gathered on this Website**

Our website is not set up to track, collect or distribute personal information about its visitors ('users'). Users can visit the website and will remain anonymous until they decide to provide GEOS with their personal information. The GEOS server automatically captures users' domain names.



### **No Release of Information to Third Parties**

Personal information that has been volunteered to GEOS is never disclosed to any third parties, except if release is required by law or if GEOS 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 personal information to third parties

### **Security Measures**

The GEOS website 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 Website, you can contact GEOS in the following ways:

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

Write to: Customer Service, GEOS Travel Safety Group Ltd. 550 Club Drive. Suite 470. Montgomery, Texas 77316, USA.

## **ADDITIONAL TERMS AND CONDITIONS**

These additional terms and conditions form part of, and should be read together with, the above General Terms and Conditions.

### **1. INTERPRETATION**

In this Agreement

'International Emergency Response  
Coordination Center (IERCC)

means the GEOS control center  
providing international services to  
the Member.

'Emergency Services'	Fire, Police, Ambulance, Coastguard or other provider of Emergency service
'Appropriate Authority'	Includes, but not exclusively, the Consulate or Embassy of the country of origin of the Member.

## 2. ACCESS TO EMERGENCY ASSISTANCE SERVICES

- 2.1 The Member shall access the Emergency Rescue Coordination Services of GEOS by contacting the International Emergency Response Coordination Center (IERCC) from the device registered with GEOS utilizing the method appropriate to that device, or as notified to the Member on the 'Website' and in GEOS published literature from time to time.
- 2.2 Use of the GEOS Emergency Rescue Coordination 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 Emergency Response Coordination Center in advising the 'Emergency Services' of their location.
- 2.3 Where, in the opinion of GEOS (whose decision shall be final), a Member has misused either negligently or deliberately the Emergency Response Coordination Service of the IERCC, a fee of US\$350 per hour or part thereof will be charged to the Member, in addition to the cost of any other services rendered by GEOS. The Member agrees that GEOS may, in its absolute discretion charge such penalty fees to the Members credit card registered with GEOS.
- 2.4 Members are also advised that the deliberate or negligent misuse of a country's Emergency Services may result in severe penalties, including imprisonment. Members are advised that if their registered device is lost, stolen, or otherwise in possession of a person not authorized by them, they MUST inform GEOS immediately to avoid any penalty for misuse of that device by any such unauthorized person. Members will remain responsible until such notice is acknowledged by GEOS.
- 2.5 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 US\$350 per hour or part thereof will be charged to the Member, in addition to the cost of any other services rendered by GEOS. The Member agrees that GEOS may, in its absolute discretion charge such penalty.

- 2.6 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, unless reasonably necessary to use the device emergency/SOS message initiation procedure, contact 'Emergency Services' direct by use of the 'Emergency Services' telephone number for use in the country where assistance is required. 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' device is provided to the relevant Emergency Service or other Appropriate Authority, or to the Member requesting such information