



## The Terms and Conditions

This is your agreement with us for the Emergency Medical Services we offer. Your Rocket agreement is made up of three parts:

1. These terms and conditions
2. The terms of use for [Rocket] and [MyToyota Mobile App]
3. The Rocket privacy policy.

This is an agreement between you and ROCKET. Toyota SA is not a party to this agreement.

The terms and conditions in boxes have important consequences for you. Keywords are defined on pages 3 and 4

---

CONTENTS

---

	Page
A. DEFINITIONS	3
B. INTRODUCING TO THE AGREEMENT	5
1. Who the Agreement is between (parties)	5
2. When the agreement starts – Service Commencement Date	5
3. When the agreement ends	5
4. If you change your mind (cooling-off) – direct marketing only	5
C. THE SERVICES	6
1. The Services we provide	6
2. Services limitation	6
3. When the Services might be interrupted or delayed	7
4. Responsibility to understand how your Panic Function and ROCKET Mobile Application works	7
D. FEES AND SERVICES	7
1. Extended Warranty Value Added Service	7
2. Stand Alone Purchases and Renewals	7
3. Annual Subscription Fees	7
4. Increases to fees	7
5. Medical Aid Reimbursing	8
E. ABOUT PERSONAL AND OTHER INFORMATION	8
1. Personal information, usage data and anonymised data	8
2. Intellectual property rights	9
F. CHANGES TO THE AGREEMENT	9
1. We have the right to make changes to the agreement	9
G. ENDING THE AGREEMENT	9
1. 12-month agreement	9
2. If you breach the agreement	10
3. If we breach the agreement	10
H. SENDING NOTICES UNDER THE AGREEMENT	10
1. Address where we agree to accept notices, including legal notices	10
2. Address where you agree to accept notices, including legal notices	10
3. Time periods for notices, including legal notices	10
4. Notices by SMS, WhatsApp or email	11
I. THE RIGHT TO SUB-CONTRACT SERVICES AND ADMINISTRATION	11
J. TRANSFER OF RIGHTS AND LEGAL RESPONSIBILITIES	11
K. NEITHER YOU NOR WE GIVE UP RIGHTS	11
L. EACH PROVISION IS SEPARATE	11
M. SOUTH AFRICAN LAW APPLIES	11
N. GUIDELINES TO INTERPRETING THE AGREEMENT	11

## A. DEFINITIONS

Accident	means any sudden or unexpected, external, visible or violent event or incident involving an Active Member, Occupant and which results in an Active Member, Occupant suffering Bodily Injury.
Active Member	means a Member who has activated the Service through the My-Toyota App.
Affiliate	means any member of ROCKET's group of companies, including any holding company of ROCKET, any subsidiary of ROCKET and any subsidiary of ROCKET's holding company. The terms 'group of companies', 'holding company' and 'subsidiary' have the meanings given to them in the Companies Act, 71 of 2008.
Annual Subscription Fee	means an amount of R250.00 (inclusive of VAT) or R217.39 (excluding VAT) per Member. This Annual Subscription Fee is billed on an 'upfront' basis and payable by Credit Card, or which fee may be included as a value-added service in your Toyota Extended Warranty product.
Bodily Injury	means bodily injury to an Active Member, or Occupant caused by an Accident.
Breach	means either to break legal responsibility under the agreement or a legal responsibility that has been broken.
Contact Centre	means ROCKET's national emergency response centre which is accessible via <b>0860 354 448 (0860 FLIGHT)</b> and operative 24 hours per day 7 days per week. The Contact Centre will field all telephonic medical emergency information, emergency medical advice (if applicable) and dispatching of the appropriate medical assistance to the scene of the Medical Emergency based on the available information at the time and subject to generally accepted ambulance and air (flight) dispatch criteria.
Damages	means the amount of money claimed by someone or ordered to be paid to someone as compensation for a loss that they suffer.
Emergency Medical Condition	means the sudden and, at the time, unexpected onset of a health condition caused by an Accident or Illness whilst travelling in or occupying an Active Member's Toyota Motor Vehicle in the borders of the Republic of South Africa, that requires immediate medical or surgical treatment, where failure to provide medical or surgical treatment would result in serious impairment to bodily functions or serious dysfunction of a bodily organ or part, or would place the person's life in serious jeopardy.
Emergency Medical Transportation	means all necessary surface or air transportation depending on the severity of the Emergency Medical Condition and measured against generally accepted ambulance or air (flight) dispatch criteria, emergency medical care at the relevant scene as may be appropriate, and during such transportation; and communications required to transport the Member to the nearest hospital where appropriate medical care is available.
Expiry Date	the date on which an Active Member's subscription to the Service ends, being 12 months from the Service Commencement Date.
Guest	means an owner, or prospective owner of a Toyota Motor Vehicle.
Illness	means any sudden and unexpected deterioration of an Active Member's, or any Occupant's health, certified by a competent medical authority, whether caused by Accident, or otherwise.
Legal responsibility	means a duty imposed on someone to do something whether imposed by the law or created by agreement. Legally responsible has a corresponding meaning.

Loss	means the disadvantage a person suffers because of an event beyond anyone's control (for example earthquake or flood) or the action or failure to act on the part of any person. It includes physical loss (for example, death, personal injury, or damage to property) and financial loss (for example, expenses, penalties, loss of income or loss of profits, and legal fees).
Medical Emergency	means an Accident or Illness that requires immediate and/or urgent Emergency Medical Transportation or emergency medical treatment.
Member	means an owner of a Toyota Motor Vehicle who is entitled to the Services through: <ul style="list-style-type: none"> <li>- purchasing an Extended Warranty VAS; or</li> <li>- a direct subscription to the Services through In-App Renewals, Direct Dealer Sales or in-App Leads.</li> </ul>
Occupant	means an occupant of a Toyota Motor Vehicle registered to an Active Member.
ROCKET	means Brisk Solutions (Pty) Ltd, Registration No. 2020/162056/07, a private company registered in the Republic of South Africa with its business address situated at Hangar 6, Rand Airport, Germiston, 1419.
ROCKET Privacy Policy	means the privacy policy on the ROCKET website accessible at: <a href="https://www.rockethems.co.za/privacy-policy">https://www.rockethems.co.za/privacy-policy</a>
ROCKET Mobile Application	means the Web-based Smart Phone Application embedded in your My-Toyota App and which you need to activate following the prompt in the My-Toyota App.
ROCKET website	means the website at the address <a href="http://www.rockethems.co.za">www.rockethems.co.za</a> .
Risk	means being exposed to harm or the possibility of harm, including: <ul style="list-style-type: none"> <li>a) the loss or theft of, or physical damage to, any property;</li> <li>b) the financial loss someone might suffer.</li> </ul>
Services	means the emergency medical service described under Section C of this agreement.
Service Commencement Date	means the date from which the Services are activated in the My-Toyota App.
Supplier or Service Provider	means any person or entity that is involved in providing Services to us.
Terms of use of the ROCKET website and ROCKET Mobile Application	means the terms and conditions for using: <ul style="list-style-type: none"> <li>a) the ROCKET website and Rocket Mobile Application (as amended from time to time);</li> <li>b) the website of any suppliers to access and use any of the Services.</li> </ul>
Toyota Motor Vehicle	means a Toyota or Lexus branded motor vehicle owned by an Active Member and identifiable on the Member Database through a unique VIN (Vehicle Identification Number).
Unique Member Number	the unique number allocated to your subscription membership and used to identify you. For clarification, this will be the VIN of your Toyota Motor Vehicle.



---

VIN

Vehicle Identification Number linked to an

---

## **B. INTRODUCING TO THE AGREEMENT**

### **1. Who the Agreement is between (parties)**

The parties to the agreement are:

- a) ROCKET, referred to as 'we', 'us' and 'our' in this document;
- b) the Member, referred to as 'you' and 'your' in this document.

### **2. When the agreement starts – Service Commencement Date**

The agreement starts when you have activated your membership through the My-Toyota App thereby becoming an Active Member.

### **3. When the agreement ends**

Your subscription to the Services is active for a period of 12-months from the date you became an Active Member. It is important to remember that after 12 months, you will not have any access to the Services unless your subscription is renewed. You will be notified of expiry and provided with an option to renew on the Expiry Date.

### **4. If you change your mind (cooling-off) – direct marketing only**

You have the right to change your mind if you entered into the agreement as a result of direct marketing during a cool-off period (being 5 days from the Service Commencement Date). If you did not enter into the agreement as a result of direct marketing, you do not have a cooling-off right.

For clarification, this will only apply if you subscribed directly to the Services and not where the Service has been included or embedded as a Value-Added Service to your Toyota Extended Warranty product.



## C. THE SERVICES

### 1. The Services we provide

ROCKET will provide Active Members and Occupants with the following Services as a result of an Active Member's involvement in a Medical Emergency:

	Service	Description
1	<b>Emergency Call Centre</b>	Emergency medical advice accessed via 0860 (FLIGHT) 354 448 during a Medical Emergency.
2	<b>Emergency Medical Care Transportation by Road in relation to an Emergency Medical Condition:</b>	In the event of a Medical Emergency requiring transportation by road, emergency medical care on scene and transportation from the scene of the Medical Emergency to the closest most appropriate medical facility for further medical care by a private or provincial service provider depending on availability will be provided. The appropriate medical facility is dependent on available information regarding the Active Member's, and/or Occupant's (as the case may be) medical funding profile (i.e. type of medical aid, or potential absence of medical aid) and clinical condition determined by the highest qualified paramedic at the scene of the Medical Emergency in conjunction with the ROCKET Emergency Call Centre.
3	<b>Emergency Medical Care and Transportation by Air in relation to an Emergency Medical Condition:</b>	In the event of a Medical Emergency requiring transportation by Air, subject to Flight Criteria being met, emergency medical care and transportation from the scene of the medical emergency to the closest most appropriate facility for further medical care by Helicopter will be provided. The appropriate facility is dependent on available information regarding the Active Member's medical funding profile (i.e. type of medical aid, or potential absence of medical aid) and clinical condition determined by the highest qualified paramedic at the scene of the Medical Emergency in conjunction with the ROCKET Emergency Call Centre.  ROCKET HEMS is on immediate alert to activate subject to flight criteria being met and authorised through the ROCKET Emergency Call Centre.
4	<b>SOS Function (in My Toyota App)</b>	Active Members will have access to a SOS Function through the My Toyota App linking to the ROCKET Mobile Application.
5.	<b>Emergency Call-Centre</b>	In addition to SOS function, Active Members will be able to access the Services through sending a "SOS" or "Help" sms to a nominated emergency number or call the ROCKET Emergency Call Centre.

### 2. Services limitation

It is important to note that your entitlement to the Services is limited to incidents incurring whilst occupying, or in relation to the Active Member's Toyota Motor Vehicle.

Other than as above, your subscription is not subject to any limits and provides Active Members, Occupants and access to:

- a) Unlimited access to road ambulance;
- b) Unlimited access to air ambulance, subject to Flight Criteria;
- c) Unlimited emergency calls to our Call Centre;

The Services are only provided inside the borders of the Republic of South Africa.



### 3. When the Services might be interrupted or delayed

We will do our best to maintain the availability of the Services to you. However, the Services might be interrupted or delayed in any of the following circumstances:

- a) Weather or road conditions do not allow for the safe dispatching of a helicopter (air) or a road ambulance;
- b) A technical failure outside our control. This includes the unavailability, interruption or suspension of any communications networks (including cellphone signal or mobile data availability) or other Services that we use or rely on to provide the Services;
- c) If your mobile device is malfunctioning or you do not have adequate data loaded (or available) on your mobile device account;
- d) If a government or regulatory authority requires us to change or stop the Services;
- e) If there are other circumstances beyond our control, for example fire or flood;
- f) If there are strikes or other industrial action prohibiting access to you at the relevant location.

This interruption or delay might apply to all or part of the Services.

If we interrupt or delay the Services in any of the above circumstances, we do not have any legal responsibility to you. You accept that:

- a) we will not be able to provide the Services;
- b) you are not entitled to any refund of any fees or any claim for any liability against ROCKET, other than as a result of its gross negligence.

### 4. Responsibility to understand how your SOS Function and ROCKET Mobile Application works

It is your responsibility to understand what features are included in the Service that you pay for, and any special terms and conditions applicable to such Services, which are set out in this document.

It is your responsibility to understand how to effectively utilise the ROCKET Mobile Application, and what Services you pay for. You can get information in the My-Toyota App or by calling us on 0860 354 448.

## D. FEES AND SERVICES

### 1. Extended Warranty Value Added Service

If you have purchased an Extended Warranty Product for your Toyota Motor Vehicle, the Service is automatically included thereon for a 12-month period from the Service Commencement Date as a Value Added Service at no additional cost to you.

### 2. Stand Alone Purchases and Renewals

Subscriptions and Renewals can be purchased and facilitated through the My-Toyota App or through your local Toyota Dealership.

### 3. Annual Subscription Fees

The Annual Subscription Fee amounts to R250.00 (inclusive of VAT) per Member. This Annual Subscription Fee is billed on an 'upfront' basis by Credit Card through a payment gateway.

Access to the Services is subject to successful payment being confirmed on our banking systems, and activation of the Service through the My-Toyota App. Should we become aware of an unsuccessful credit card payment attempt, we will notify you through email or mobile phone messaging.

### 4. Increases to fees

Annual fee increases may apply. Increases will be based on the most recent Consumer Price Index.



The Consumer Price Index is the index published by Statistics South Africa of the yearly change in prices consumers pay for retail goods and other items. The index is used to measure the rate of inflation in South Africa.

We will notify you in writing 30 days before any increases become effective.

#### 5. **Medical Aid Reimbursing**

Under no circumstances will ROCKET claim costs for the Service from the Active Member.

ROCKET will be entitled, where circumstances allow and subject to regulatory compliance, to recover costs incurred from the medical aid of the Active Member, Occupant), Road Accident Fund or Workmen's Compensation Fund at the legislated rates for Services rendered.

### E. **ABOUT PERSONAL AND OTHER INFORMATION**

This section contains terms and conditions relating to the following information:

- a) Personal information, usage data, anonymised data and any other information we get from you and the ROCKET Mobile Application;
- b) Credit information;
- c) Intellectual property;
- d) ROCKET materials.

Any words in this section that are not defined in the definition section of this document are defined on the ROCKET website.

#### 1. **Personal information, usage data and anonymised data**

The ROCKET Privacy Policy is published on the ROCKET website. It governs the way we and our suppliers use and share your personal information, usage data, anonymised data and any other data we get from the ROCKET Mobile Application, in accordance with the provisions of the Protection of Personal Information Act (explanations of these terms can be found in the ROCKET Privacy Policy).

The ROCKET Privacy Policy forms a part of the agreement.

##### 1.1 **You warrant that you accept the ROCKET Privacy Policy**

You warrant that you have read, understood, and agree to the ROCKET Privacy Policy.

##### 1.2 **You warrant that you can give us personal information**

You warrant that:

- a) you are properly authorised and allowed to give us personal information;
- b) you will tell us in writing or by phone on 0860 354 448 when there is any change or update to any of your personal information or, if you are representing someone else in the agreement, the personal information of the person who you represent.

##### 1.3 **You warrant that information you give is true and correct**

You warrant that all information, including personal information that you or somebody representing you gives to us is true and correct.

##### 1.4 **You warrant that you have consent for us to process information**

If you enter the agreement on behalf of another person or juristic (legal) entity you warrant that you have received the relevant consent for us to process personal information, usage data, anonymised data and any other data we get from the ROCKET Mobile Application installed on your mobile phone (or other device) according to the ROCKET Privacy Policy.

Examples of a juristic entity include a company, a trust and a partnership.





## 2. Intellectual property rights

### 2.1 Meaning and scope of intellectual property in the agreement

The intellectual property mentioned in the agreement includes all content and information related to the Services, the ROCKET website, the ROCKET Mobile Application or given by us in any form whatsoever (for example, correspondence). Intellectual property mentioned in the agreement also includes the following:

- a) Data, information, databases, compilations of data, usage data (as defined in the ROCKET Privacy Policy);
- b) Computer programs and software, software documentation, firmware, interfaces (including API interfaces), hardware, servers, computers, platforms, computer code, tools;
- c) Designs, circuit designs, algorithms, specifications;
- d) Trade names, logos, trademarks;
- e) Icons, links, graphics, photographic images;
- f) Sound clips, music, sound and television broadcasts;
- g) Text, literature, reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, records, published editions;
- h) Derivative works, authored works;
- i) Modules, components;
- j) Methodologies, policies, procedures, models, configurations, protocols, routines; and
- k) Improvements to any of the above items.

### 2.2 We own or have the right to use the intellectual property

We own or have the right to use the intellectual property. This includes intellectual property that we have licensed from a third party, that we license, or that we give right of use for to our suppliers so that they are able to provide the Services.

We remain the owner or licensee of the intellectual property. This includes the ROCKET Mobile Application, where applicable.

### 2.3 You do not have or acquire any intellectual property rights

You do not have or acquire any intellectual property rights during the agreement or after it ends except for those intellectual property rights we expressly give to you in the agreement. You do not have the right to use the intellectual property in a way we do not expressly allow in the agreement.

### 2.4 We have the right to improve the intellectual property

We have the right to change the intellectual property without giving you notice.

## F. CHANGES TO THE AGREEMENT

### 1. We have the right to make changes to the agreement

We have the right to make changes to the agreement from time to time. We will tell you about the changes at least 40 calendar days before the changes come into effect if such changes impact on your rights. We have the right to inform you of changes in a shorter period in any of the following circumstances:

- a) If the change is required by law;
- b) If it is reasonable to give less than 40 calendar days' notice, having regard to the nature or content of the change.

## G. ENDING THE AGREEMENT

### 1. 12-month agreement

The agreement automatically ends on the last day of the 12 months from the Service Commencement Date. If you want to end the agreement before the end of its 12-month term, you can cancel the agreement on 1-months written notice to [customercare@rockethems.co.za](mailto:customercare@rockethems.co.za). We will send you instructions relating to the process to receive any refund due to you. Note, that the agreement cannot be cancelled if you received the Services as an inclusion to the Toyota Extended Warranty product.



## 2. If you breach the agreement

### 2.1 When we can end the agreement immediately

We have the right to end the agreement immediately if you use the Services in any way or for any purpose that is invalid or illegal.

If we are entitled to end the agreement immediately, we do not need to give you time to comply and correct your breach.

### 2.2 When we will give you time to correct your breach

If you breach any term of the agreement or break any of your warranties for reasons other than those given above, you must correct your breach within 14 business days after we have notified you of the breach.

If we end the agreement immediately or you do not correct your breach within 14 calendar days, you accept that we have the right to do any one or more of the following:

- a) Suspend the Services;
- b) End the agreement.

## 3. If we breach the agreement

If we breach any term of the agreement, you must give us 14 business days to correct the breach. If we do not correct the breach within that time, you have the right to cancel the agreement with immediate effect.

## H. SENDING NOTICES UNDER THE AGREEMENT

### 1. Address where we agree to accept notices, including legal notices

Any notices you send to us under the agreement, including legal notices (for example, a letter of demand), must be delivered to us at any one of the following addresses:

**By hand:**

Brisk Solutions (Pty) Ltd (t/a ROCKET)  
Hangar 7,  
Rand Airport  
Germiston  
1419

**For attention**

Sales Head

**By email**

[customercare@rockethems.co.za](mailto:customercare@rockethems.co.za) or

(These addresses are known in law as *domicilium citandi et executandi*.)

For any questions, concerns or complaints, you can contact us at the Contact Centre on 0860 354 448.

### 2. Address where you agree to accept notices, including legal notices

Any notices we send to you under the agreement, including legal notices (for example, a letter of demand), will be delivered to you at the address you gave us during the mobile in-App sign-on process or any later address as changed by updating your account details in the ROCKET Mobile Application. If you chose email as your preferred method of communication on the application, you agree that we may deliver notices, including legal notices, to your email address. (This address is known in law as *domicilium citandi et executandi*.)

### 3. Time periods for notices, including legal notices

For both parties, any notice delivered under the agreement is treated as being received:

- a) on the date of delivery, if delivered by hand to the physical address;
- b) on the first business day after sending an email;
- c) at 9am on the first business day after sending an SMS to your cell phone number.



When we treat a notice as if you have received it by a certain date and time, it means we do not have to prove that you did receive it then. If you claim that you did not receive the notice by that date and time, then you will have to prove it.

#### **4. Notices by SMS, WhatsApp or email**

We have the right to send you notices about the following issues by SMS, WhatsApp or email:

- a) Confirmation of your entering into this agreement;
- b) Increases to fees (only in terms of this agreement, acting reasonably and subject to the required notice);
- c) Not receiving your payments in time or at all;
- d) Notices that we intend to suspend the Services to you as a result of a breach.

#### **I. THE RIGHT TO SUB-CONTRACT SERVICES AND ADMINISTRATION**

We have the right to sub-contract to our affiliates or suppliers:

- a) some or all of the Services;
- b) any of the operational, technical and administrative activities we perform to carry out the agreement.

Any agreement to sub-contract does not release us from our legal responsibility to you under the agreement.

#### **J. TRANSFER OF RIGHTS AND LEGAL RESPONSIBILITIES**

We have the right to at any time transfer all or some of our rights in terms of the agreement to any third party without your permission. This transfer of rights is known as a cession. We do not have to inform you if we cede the rights to any of our affiliates or to any sub-contractors we appoint.

As far as the law allows, we have the right to transfer all or some of our legal responsibilities under the agreement to any third party without your permission. This transfer of legal responsibilities is known as a delegation. We do not have to inform you if we delegate the legal responsibilities to any of our affiliates or to any sub-contractors we appoint.

#### **K. NEITHER YOU NOR WE GIVE UP RIGHTS**

If you do not enforce or exercise your rights in the agreement, this does not mean that you have given up these rights. You may still enforce your rights in the agreement.

If we do not enforce or exercise our rights you have against us in terms of the agreement, this does not mean that we have given up these rights. We may still enforce our rights in the agreement.

#### **L. EACH PROVISION IS SEPARATE**

Each provision in the agreement is separate. Parts of a provision are also separate. If any provision or part of a provision is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in the agreement. This does not make the rest of the provisions illegal, invalid or unenforceable.

#### **M. SOUTH AFRICAN LAW APPLIES**

These terms and conditions are governed by and must be interpreted under the laws of the Republic of South Africa. This applies even if one or both of the following apply:

- a) You do not live in the Republic of South Africa;
- b) You agreed to these terms and conditions outside the Republic of South Africa.

#### **N. GUIDELINES TO INTERPRETING THE AGREEMENT**

##### **a) Headings**

Headings are aids to reading and understanding. They are not terms or conditions themselves. Headings do not limit or extend the meaning or application of the terms or conditions.



**b) Singular and plural**

Words in the singular include the plural. Words in the plural include the singular.

**c) Forms of words**

Words used in one form have their corresponding meaning when used in another form. For example, to claim, claiming, claimed.

**d) The word including**

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

**e) General words are not limited**

Where there is a list of specific things that belong together to describe a general word or phrase, the general word or phrase can have other meanings and can include other things. The general word or phrase must not be interpreted to only apply to those specific things or things similar to those specific things.

**f) Calculating days**

Where a number of days is given, the days must be counted to exclude the first day and include the last day.

**g) Reference to laws**

When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.

**h) Text box**

Text in boxes is intended to bring your attention to parts of the agreement that have important legal consequences for you. They explain the fact, nature and effect of terms and conditions that limit or exclude our legal responsibility to you, and terms and conditions where you take on legal responsibility or risk. The text in boxes does not limit the meaning or application of the agreement.