

Terms and Conditions of Membership

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 WorldAware 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 WorldAware necessitates Assistance.
Intermediary:	The third party through whom you may acquire your Membership (where you do not purchase your Membership directly from WorldAware).
Life Threatening Situation:	A life threatening situation which is recognised by WorldAware, including but not limited to serious crimes, such as kidnap or unlawful detention.
Membership:	The WorldAware membership to be provided to you on these Terms.
WorldAware¹:	The WorldAware Group which includes WorldAware Inc, WorldAware Limited, WorldAware Solutions (PTY) Ltd and WorldAware Pte Ltd, as well as their staff, agents and assigns.
Assistance:	Provision of a Specialist to assist in the assessment, containment and management of an Incident which may, if WorldAware considers it necessary, include evacuation and repatriation, subject to the exclusions detailed below.
Specialist:	A specialist provided by WorldAware.
Terms:	The terms and conditions on which WorldAware provides the Membership to you, as set out below.
Website:	The WorldAware website at http://www.WorldAware.com or any other website owned, hosted or copyrighted by WorldAware.

¹ Also referred to as 'we', 'our' and 'us'



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 WorldAware, the membership contract; or
- Where you acquire your Membership through an Intermediary (i.e. where you do not purchase your Membership directly from WorldAware), 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.
- WorldAware 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.
- WorldAware 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.
- WorldAware 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, WorldAware is entitled to suspend operation of the Website or the telephone helpline at any time. WorldAware 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. WorldAware 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, WorldAware 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

- WorldAware 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.
- WorldAware 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 WorldAware 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. WorldAware 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.
- WorldAware'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 WorldAware's liability in respect of death or personal injury caused by or in respect of fraudulent misrepresentation.
- WorldAware 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 WorldAware's obligations in relation to your Membership, if the delay or failure was due to any cause beyond WorldAware'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 WorldAware. 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 WorldAware's absolute discretion to provide Assistance where notified by you of an Incident. WorldAware may require up to 24 hours to respond to an Incident in the Host Country.
- WorldAware 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 or where such assistance is prohibited by the Government of the United States or America or the laws of England & Wales.
- WorldAware 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.
- WorldAware 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 WorldAware with information which is erroneous or inaccurate.

WorldAware 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 WorldAware has advised against travel prior to your departure to that country, as listed on the Website or where such assistance is prohibited by the Government of the United States or America or the laws of England & Wales.

Cancellation

WorldAware 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 WorldAware'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 WorldAware. In the event that you cancel your Membership, any fees paid to WorldAware 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 WorldAware 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 WorldAware, 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 WorldAware (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.
- WorldAware 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.



About WorldAware

WorldAware, Inc. provides intelligence-driven, integrated risk management solutions that enable multinational organizations to operate globally with confidence. WorldAware's end-to-end, tailored solutions integrate world-class threat intelligence, innovative technology, and response services to help organizations avoid threats, mitigate risk and protect their people, assets, and reputation. Founded in 1999, WorldAware is a privately held company headquartered in Annapolis, US with offices in London, Cape Town, and Singapore.

Enquiries

If you have any issues with the WorldAware services or any questions, please contact WorldAware Customer Service at:

+1.877.606.4538 (U.S. Toll Free)

+1.443.716.2419 or +44 200 5000 242 (Outside the U.S.)

Email us: customerservice@WorldAware.com

WorldAware solutions enable organizations to operate globally with confidence by helping them prepare, monitor and respond to threats that could impact operational performance.

Contact us for more information at info@worldaware.com.

