

The following general terms and conditions (hereinafter "GTC") regulate the contractual relationships between Megatipp Ltd., dependent branch office, 86-90 Paul Street, London EC2A 4NE (hereinafter referred to as "Emergency Card") and the user of the emergency -Card (hereinafter referred to as "customer").

1. Offer/Conclusion of the contract (1) The

emergency card is only offered to consumers within the meaning of Section 13 of the German Civil Code (BGB). To use the services, the customer must have reached the age of 18 at the time of registration. By applying for the services, the customer affirms that he is of legal age. The application may only be made for use by the customer himself. Use of the Services for commercial purposes is prohibited.

(2) The presentation of the services in advertising material or on our website <https://emergency-card.uk> does not constitute a legally binding offer, but rather a non-binding overview of services.

(3) If an order is placed as part of the booking process on our website ("online shop"), a summary of the information you have provided will appear after you have gone through all the necessary steps so that you can check your entry. If you find an error, you can use the "Back" button to correct your entries, if necessary. You will be guided through each individual step again for checking purposes. By clicking on the "Order now at the stated price" button, you place a binding order. The confirmation of receipt of the order follows immediately after the order has been sent and does not constitute acceptance of the contract.

(4) If the emergency card is sent an order in writing or outside the online shop by e-mail or fax, the contract is also only concluded after the emergency card has expressly confirmed the contract in writing or electronically.

(5) The conclusion of the contract is only available in English language.

2. Telecommunications services

The provision of telecommunications services (access to landline telephone lines or mobile networks for the operation of emergency call devices) is not the subject of this contract. The subscriber himself maintains a contract with a provider of telecommunications services. All costs incurred as a result shall be borne by the participant. If the required provision of the telecommunications services is temporarily or permanently not possible (e.g. due to a fault in a landline connection) or if the participant changes provider, the participant is obliged to inform the emergency card immediately. In the case of stationary home emergency calls, this obligation to inform also applies to disruptions or changes to the telephone connections.

3. Devices loaned to the customer (1) All devices

that are loaned to the participant are in a hygienically and technically perfect condition when they are handed over. They are the property of the emergency card. They may not be lent or pledged to any third party. The participant must keep the devices free from access by third parties, in particular from enforcement measures. If an Emergency-Card emergency call system belonging to Emergency-Card is seized or stolen, the participant must inform the Emergency-Card immediately.

(2) The installation, repair, maintenance and replacement of the devices are carried out exclusively by the Emergency Card or by third parties commissioned by it. Excluded from this are already preconfigured devices, which already have full functionality after plugging the mains plug into a socket.

(3) The devices are to be handled properly and with care. Loss, damage or functional restrictions must be reported to the emergency card immediately.

(4) The repair or replacement of a device is usually carried out within 10 working days after receipt of the notification by the emergency card. The emergency card is entitled to provide a functionally equivalent replacement device of its choice.

(5) The costs for the repair or replacement of a device are borne by the emergency card; unless there is a case of paragraph 6 (loss, damage). Claims by the participant due to device failure, in particular claims for damages, are excluded to the extent permitted by law.

(6) In the event of loss or misplacement of a device or in the event of intentional or grossly negligent damage to the device by the participant or a third party with access authorization at the participant, the repair or replacement shall be carried out at the expense of the participant in the amount of the actual replacement or repair costs, plus a flat-rate expense allowance (expense allowance according to the valid price list) We aim to limit downtime to 10 days, but this is not guaranteed. A reimbursement of the contribution for the downtime will not be granted.

(7) After the end of the contract, the devices must be returned to the emergency card in perfect and clean condition at the expense and risk of the participant. The participant bears the costs of the return transport and the risk of loss and damage during the return transport, insofar as the transport company commissioned is not responsible for the damage. In the event of transport loss, the emergency card will charge the customer for the costs of purchasing a replacement plus a flat-rate allowance (expense allowance according to the valid price list). The acceptance of the device at the participant's site and the return transport can also be carried out using the emergency card. In this case, a flat-rate expense allowance will be charged (expense allowance according to the valid price list).

4. Instructions on revocation

Right of revocation You have the right to revoke this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day of the contract confirmation. In order to exercise your right of withdrawal, you must send us (EMERGENCY-CARD.uk, 86-90 Paul Street, LONDON EC2A 4NE) a clear statement (e.g. a letter sent by post, fax or e-mail) about your decision to cancel this to revoke the contract. You can use the attached sample revocation form for this, but this is not mandatory. To meet the cancellation deadline, it is sufficient for you to send the communication regarding your exercise of the right of cancellation before the cancellation period has expired.

Consequences of the revocation If you revoke this contract, we have to repay all payments that we have received from you immediately and at the latest within fourteen days from the day on which we received the notification of your revocation of this contract. For this repayment, we use the same means of payment that you used in the original transaction, unless something else was expressly agreed with you; under no circumstances will you be charged fees for this repayment. If you have requested that the services should begin during the cancellation period, you must pay us a reasonable amount that is proportionate to the services already rendered up to the point at which you informed us of your exercise of the right of cancellation with regard to this contract compared to the total scope of the services provided for in the contract.

5. Subject (1)

The subject of this contract is the digital storage of emergency information in the form of various directives such as a living will and the emergency card required for this service to access the information using a QR code or Internet link. The data protection guidelines are listed in the overview at <https://emergency-card.uk/privacy-policy>.

(2) Use of a stationary or mobile end device (both hereinafter referred to as "end device") rented from Emergency-Card. The end devices approved for this service by the emergency card can be both locally functioning home emergency call systems with an alarm function without an external emergency call function and home emergency call systems with an external emergency call based on a customer-owned telecommunications connection. The home emergency call service is limited to the territory of the Federal Republic of Germany.

(3) If the customer initiates an emergency call via the emergency call center number 112 stored in his end device, appropriate assistance will be provided to him immediately.

(4) If the customer has activated the "location determination" function on their device, the device will also automatically transmit their location data to the 112 emergency call center. If the customer's whereabouts have been successfully located, the in-house emergency call center can also transmit its location - if necessary - to third parties (e.g. B. named contact persons, police, fire brigade).

(5) The mediated assistance provided by third parties is not the subject of this contract. (6) The customer is not entitled to transfer his rights from this contract to third parties. In particular, he may not pass on to third parties the telephone number of the emergency call center provided to him. After the end of the contract, the telephone number of the emergency call center must be deleted by the customer immediately. Contractual services are no longer provided for calls made to the emergency card via the end device after the end of the contract. If the customer violates the conditions specified in paragraph 5, he is liable to the emergency card for any damage incurred.

6. Fees and payment (1)

The fee specified at the time of ordering applies to the emergency card. The fees and the description of services for the emergency card can be viewed on our website at <https://Emergency-Card.uk>. The fees stated are final prices, i.e. they include the applicable statutory value-added tax and other price components.

(2) The monthly usage fee is paid by a SEPA core direct debit. The usage fee is due monthly in advance on the first of the month. The emergency card notifies the account holder of the payment at least 5 days before the account is first debited. The advance information contains the amount, the due date, the individual mandate reference and the creditor identification number (ID) of the emergency card. If any part of this notification changes, the account holder will receive new preliminary information within the same period.

(3) Charges and fees incurred for services provided by third parties are not part of the contract and are therefore not included in the monthly usage fee. In particular, the costs of a third party who is alerted in an emergency (e.g. the local rescue service control center, the fire brigade, the external key service, etc.) must be borne separately by the customer. If the rescue service control center is alerted, they make the decision about the type and scope of the rescue measures (emergency doctor, ambulance, patient transport, etc.). If it turns out after the mediation that the service provided by the mediated and deployed third party was not necessary, the customer must bear the costs or fees incurred if the employees of the emergency call center called 112, taking into account the overall circumstances, and at their reasonable discretion, of the existence of an imminent Danger to the life or health of the customer and therefore the need to mediate the third-party service.

(4) In the event of a change in the costs that are decisive for the price agreed with the customer, the emergency card is entitled to adjust the price accordingly. Significant costs that determine the price are e.g. B. Administration costs (e.g. for customer service centres, billing and IT systems), personnel and service costs and other overhead costs (e.g. for administration, rent, IT systems, marketing, energy). Cost increases are accounted for by offsetting cost decreases, i.e. as

there is a balancing of cost increases and cost reductions. If there is a cost reduction that cannot be offset by increases in other areas, the emergency card will reduce the customer's price accordingly. The customer will be informed in text form of a change in prices at least four weeks before the planned time of the adjustment. The customer has the right to terminate the contract with two weeks' notice at the point at which the adjustment is to take effect. The emergency card will inform the customer of this in the notification. The termination must be in text form. Changes in sales tax in accordance with the Sales Tax Act will be passed on to the customer without prior notice and without the customer having the right to terminate the contract extraordinarily.

7. Customer's duty to cooperate (1)

The customer must ensure that his end device is supplied with sufficient power and does not have an empty or weak battery. In addition, there must be suitable Internet/mobile network access and the number transmission must be activated on the end device. Technically, the 112 emergency call center cannot answer the call without the phone number being transmitted. In addition, 0800 service numbers and service numbers with a local area code must not be blocked on the end device. After checking his end device, the customer is to make a test call to the emergency call center on 112. If you have given the emergency card an end device that transmits position data, you must ensure that the location function is switched on on the end device. The terminal settings mentioned and the test call are prerequisites for the emergency call center 112 to be able to provide a home emergency call service.

(2) An additional storage of the phone number of the emergency card home emergency call center in a smart speaker (via a language assistant such as Amazon's Alexa, Google's Assistant, Apple's Siri) by the customer would be technically possible, but may only be done if the terms of use of the language assistant provider allow the customer to do so. Here the customer is obliged to ensure that he acts in accordance with the terms of use of his device provider. The emergency card is not liable for violations of the terms of use of language assistant providers.

(3) Changes to the end device, the dial-in data or access to the telephone or data network (e.g. connecting the end device to a different telephone socket, changing the telephone provider, changes to the TAE socket or the router) can cause technical problems and thus impairing the provision of home emergency call services or even making them impossible. After such changes, the customer must carry out a test alarm so that the provision of services can continue to be ensured.

(4) If the end device is changed, this must be reported to the emergency card immediately. The home emergency call service can only be provided if the emergency card declares this end device usable in advance in text form to the customer.

If no approval is given, the customer has a right of termination with a notice period of two weeks to the end of the month. If the end device is released, the customer has to carry out a test alarm at the home emergency call center with the new end device. (5) If the contact addresses given in the application or their telephone numbers change, the customer must inform the emergency card immediately in writing or in text form. The same applies - if previously communicated by the customer - to significant changes in the state of health that could necessitate special treatment of his emergency call.

(6) The customer will also inform the emergency card immediately as soon as he becomes aware that his end device has been lost or stolen or if his access to the telephone or data network has been blocked or terminated.

8. Liability

The emergency card is liable for damage caused by a culpable violation of those contractual obligations, the fulfillment of which is essential for the proper execution of the contract and on the observance of which the customer regularly relies and may rely. In particular, it is liable for damage resulting from injury to life, limb or health that is based on a culpable breach of duty by the emergency card or its vicarious agents. For other damage (e.g. damage to objects), liability is limited to intentional or grossly negligent breaches of duty. The emergency card is not liable for the services of third parties acting through the agency of the emergency card in an emergency. Liability in the event of the assumption of a guarantee and under the Product Liability Act remains unaffected.

(2) The emergency card does not offer any internet and/or mobile phone services and is therefore not liable for the functionality of the telephone or data network or for the functionality of external devices that are connected between the telephone or data network and the home emergency call device, such as e.g. B. Routers. The customer is responsible for ensuring that there is appropriate and suitable internet/mobile network access in order to be able to use the services. The emergency card is not liable for damage caused by the fact that an emergency call does not reach them, the emergency caller cannot be identified or his/her position cannot be determined or cannot be determined correctly because the emergency card is not at fault (including force majeure, from operating errors for which the customer is responsible) between the end device and the 112 emergency call center where no or no sufficiently stable or permanent connection is established.

9. Data

protection (1) The personal data of the customer - including health data (see paragraph 4) - are processed by the emergency card insofar as this is necessary to fulfill the contract.

(2) If the processing or recording of personal data, including health data, requires separate consent from the customer, this is obtained by ticking a consent field when ordering the emergency card. The customer can revoke the consent given individually or jointly at any time with effect for the future. The legality of the processing that took place up until the revocation is not affected by the revocation.

(3) In order to carry out the contract, it is necessary to transmit the customer's personal data to third parties (especially emergency services, doctors). After the end of the contract, the personal data will be stored in accordance with the statutory provisions and deleted after the deadlines have expired.

(4) The detailed information on data protection can be found at <https://emergency-card.uk>

10. Alternative dispute resolution can be found

at: The EU Commission offers the option of online dispute resolution on an online platform operated by it. This platform can be accessed via the external link <http://ec.europa.eu/consumers/odr/> to reach. The Emergency-Card always strives to settle contractual differences amicably. In addition, however, we have decided not to participate in a dispute settlement procedure before a consumer arbitration board. We are also not obliged to do this.

11. Duration and termination of the

contract (1) The contract is concluded for a period of 24 months, unless otherwise agreed in this contract. The contract is then extended indefinitely. It can be terminated in text form by either contractual partner with a notice period of four weeks to the end of the contract.

(2) The Emergency Card is entitled to terminate the contract for good cause without observing a period of notice. An important reason exists in particular in the following cases: a) misuse of the emergency number 112 by the customer; b) if the customer is in arrears with the payment of the fee for two consecutive months or has been in arrears with the payment of the fee for a period of more than two months in the amount of the fee reached for two months.

(3) In the event of the customer's death, his relatives/heirs have a special right of termination at the end of the month upon presentation of the death certificate (copy).

12. Storage option and view of contract text for orders in electronic commerce (1) You can view these terms and conditions on our website at <https://Emergency-Card.uk> and also print them out or save them by using the usual function of your Internet service program (use browsers). When you place an order in our online shop, a copy of our terms and conditions will also be sent to you with the confirmation of receipt of the order.

(2) You can also archive the details of your order by using the functions of your browser to save the summarized data on the last page of the order process in the online shop. However, you can also wait for the automatic confirmation of receipt, which we will also send to the e-mail address you provided after completing your order. This confirmation of receipt contains the data of your order and can be printed out or saved with your e-mail program. Your order data is also stored by us, but cannot be called up directly by you.

13. Electronic communication I

agree that the contract-related communication - in particular the delivery of the invoice - can take place in electronic form, eg by e-mail.

14. Changes to the Terms of Use (1) The

Emergency-Card reserves the right to change the Terms of Use if this is necessary to adapt to developments that were not foreseeable at the time the contract was concluded. The prerequisite for this is that the original relationship between service and consideration is maintained and the essential provisions of the contract are not changed. Significant regulations are regulations on the type and scope of the contractually agreed services and the term including the termination regulations.

(2) The terms of use can be changed in particular if a change in the law leads to the invalidity of one or more provisions of these terms of use or if one or more provisions of these terms of use are declared invalid by case law.

(3) Corresponding changes to the terms of use will be communicated to the customer in writing at least 6 weeks in advance. The changes will become effective if the customer does not terminate the contract with two weeks' notice at the time the changes are to take effect. The emergency card will inform the customer of this in the change notification.

15. Final Provisions (1)

Changes and additions to the contract must be in text form.

(2) Should individual provisions of these General Terms and Conditions be wholly or partially ineffective, this shall not affect the validity of the remaining provisions.

(3) The law of UK applies.



UK Emergency
Card Service
Agency