

11. TERMS AND CONDITIONS (V1.11_2019_01)

1. INTERPRETATION

In this agreement:

- 1.1 Clause headings are for convenience and shall not be used in the interpretation of this agreement.
- 1.2 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 1.2.1 **"Additional Charges"** means those additional charges as listed in the additional charges price list that is available on request. These charges include but are not limited to charges in respect of the de/reinstallation of the product, any false alarms, incident reports, international roaming, message forwarding, map and traffic fees, work outside normal office hours and call out fees.
 - 1.2.2 **"Agreement"** means these terms and conditions, including the application form attached to these terms and conditions, as well as any other annexure from time to time incorporated by reference to this agreement.
 - 1.2.3 **"Authorised users"** means those who may be authorised by the Customer to obtain all services offered by the product from us and who may be notified of any alarms in respect of the vehicle by us.
 - 1.2.4 **"Business / Private Remote"** means the device installed that is used to log and measure the distance travelled for the relevant trip, either as a Business trip or a Private trip.
 - 1.2.5 **"Buzzer"** means the audio signalling device installed to remind the user to press the Business / Private remote.
 - 1.2.6 **"CPA"** means the Consumer Protection Act No 68 of 2008.
 - 1.2.7 **"Commencement date"** means the date of installation of the product, which date shall be determined by the date on the installation certificate confirming installation of the product.
 - 1.2.8 **"Customer"** means the person and/or company and includes subscriber whose full details are set out in the application form to which these terms and conditions are attached.
 - 1.2.9 **"CSC"** means Ctrack Support Centre, which shall include a reference to any DigiCore Support Centre.
 - 1.2.10 **"Data"** means the quantities, characters, or symbols on which operations are performed by a computer, which may be stored and transmitted in the form of electrical signals.
 - 1.2.11 **"False alarm"** means an alarm message sent to a CSC in respect of a panic alarm, area violation or battery tampering where such a condition is not an actual emergency and you or any authorised user has not notified the CSC in respect thereof.
 - 1.2.12 **"Fixed period"** means a period as specified in the sales quotation, calculated from the commencement date.
 - 1.2.13 **"GSM Service"** means the service rendered by a cellular service provider for transmitting location and speed data from the product to an authorised user's cell phone and the CSC.
 - 1.2.14 **"GPRS"** means General Packet Radio Service.
 - 1.2.15 **"Installation certificate"** means the certificate issued by our installer certifying that the product has been successfully installed in your vehicle.
 - 1.2.16 **"Occurrence"** means the happening of an event which initiates the recovery process or some other action for which the product is designed.
 - 1.2.17 **"Panic button"** means the device installed to assist the user to alert us in case of an emergency.
 - 1.2.18 **"Product"** means the Ctrack system to be installed in your or any authorised user's vehicle.
 - 1.2.19 **"Megabyte"** means a unit of computer memory or data storage capacity equal to one million bytes.
 - 1.2.20 **"Service"** means the services detailed in the price list provided to you and on our official website and Stolen Vehicle Support service as listed on the website.
 - 1.2.21 **"Service Provider"** means Ctrack Holdings (Pty) Ltd (Registration number 1998/012601/07) or any of its subsidiaries referred to in the agreement, which subsidiary shall be the contracting party on behalf of the service provider.
 - 1.2.22 **"SMS"** means Short Message Service.
 - 1.2.23 **"Subscription charge"** means the monthly amount (inclusive of VAT) payable by you in advance for the service as set out on the application form to which these terms and conditions are attached, which includes the Subscription, SMS, Data and GPRS Airtime usage supplied by the Airtime Service Provider. The pricing will automatically revert to standard Ctrack pricing if you no longer subscribe to one of our preferred partner's services.
 - 1.2.24 **"Subsidiary"** means either Ctrack (SA) (Pty)Ltd (Registration number 1997/016952/07) or Ctrack Fleet Management Solutions (Pty) Ltd (Registration number 2000/023671/07) or Ctrack Mzansi (Pty) Ltd (Registration number 2000/025730/07) or Ctrack Insurance Telematics (Pty) Ltd (Registration number 2009/001049/07).
 - 1.2.25 **"SVS"** means stolen vehicle support.
 - 1.2.26 **"Territory"** means the Republic of South Africa.
 - 1.2.27 **"Us/We/Ourselves"** means the Service Provider.
 - 1.2.28 **"User manual"** means the user manual in respect of the product to be installed in terms of this agreement.
 - 1.2.29 **"VAT"** means Value Added Tax payable in terms of the Value Added Tax Act No 39 of 1991 (as amended).
 - 1.2.30 **"Vehicle"** means the vehicle in which the product will be installed and for which the particular service will be provided.
 - 1.2.31 **"You"** means the Customer.

1.2.32 **"Website"** means www.ctrack.co.za

2. DURATION

- 2.1. **The following clause 2.1.1 shall only be applicable to Customers who are natural persons:**
 - 2.1.1. This agreement shall commence on the commencement date and shall continue for the period as agreed from the commencement date. 40 (FORTY) business days before the expiry date of the fixed term of the agreement, we shall notify you, in writing, or in any other recordable form, of the impending expiry date of the fixed term, including providing you with a notice of (i) any material changes that would apply if the agreement is to be renewed, or may otherwise continue beyond the expiry date and (ii) the options available to you as referred to under 2.1.1.a and 2.1.1.b, which are as follows:
 - 2.1.1.a You may direct us to terminate the agreement on the expiry of the fixed period; or
 - 2.1.1.b You may agree to enter into a new agreement for a further fixed period as contained in a new sales quotation, subject to new terms and conditions and subscription charges.

The following clauses 2.2.1 and 2.2.2 shall only be applicable to Customers who are natural persons:

- 2.2.1 If you wish to cancel the agreement before the expiry of the fixed period, you must give us 20 (TWENTY) business days' notice of such cancellation and you shall be liable to us for:
 - 2.2.1.a Any amounts owed to us by you in terms of the agreement up to the date of termination; and
 - 2.2.1.b A reasonable cancellation penalty in respect of goods and services provided to you by ourselves, which cancellation penalty shall be calculated by us in accordance with the applicable legislation and of which cancellation penalty we shall notify you.
- 2.2.2 Any amounts due in terms of clause 2.2.1(a) and 2.2.1(b) shall become due and payable in full, free of any deductions or set-off, on expiration of the 20 (TWENTY) business days' notice given to us by you.

2.3 The following clause 2.3.1 shall only be applicable to Customers who are not subject to CPA:

- 2.3.1 The agreement shall commence on the date of installation of the product and shall endure for the fixed period from installation date, whereafter it shall continue indefinitely in accordance with these terms and conditions unless and until it is terminated by either party on the giving of 3 (THREE) months written notice to the other party, alternatively, you electing to enter into a new agreement for a further fixed period as contained in a new sales quotation, subject to new terms and conditions and subscription charges.

3. SUBSCRIPTION CHARGES

- 3.1 Monthly subscription charges are billed in advance.
- 3.2 You must pay the monthly subscription charges to us in advance, by way of direct bank debit order, as specifically consented to by you in the application form. Should there be any arrears outside the terms of the agreement, authorization is hereby granted to collect the arrears balance via direct debit order.
- 3.3 The subscription charges payable are subject to an annual escalation of 10% if you are a natural person. Preferred Partner subscribers and all other customers' annual escalation percentage is linked to the percentage as accepted by you in the sales quotation.
- 3.4 You are required to submit a purchase order in advance in respect of the monthly subscription charges for the term of the agreement.
- 3.5 Any amounts which you do not pay when you should have, shall become payable as set out in clause 13 hereunder.
- 3.6 If someone else is paying your subscription charges, the obligation will still be on you to ensure that the payment of the subscription charges is paid on time. Your obligation to pay subscription charges will not be limited because someone else is paying it for you and if that other person fails to pay your subscription charges, you will have to pay it yourself.
- 3.7 You agree that the amount contained in a Tax Invoice issued by us shall immediately be due and payable by you, free of any conditions, in cash on installation or, if you are a credit approved Customer, within 30 (THIRTY) days from the end of the month in which the Tax Invoice has been issued by us.
- 3.8 No extension of time for payment of subscription charges, or any other amounts due to us shall be binding unless we agreed to it in writing.
- 3.9 You may not withhold payment of any amount due to us in terms of this contract for any reason whatsoever and no extension of time for payment of any amount shall be binding unless agreed to in writing by us.
- 3.10 You are not entitled to set off any amount which we may owe you against any amount you owe us.
- 3.11 You agree that a certificate issued and signed by any of our Directors, Managers or our duly appointed Auditors, who may change from time to time, shall be sufficient proof of your indebtedness on the date when such certificate is issued. The authority of our Directors, Managers or Auditors will also not have to be proved.
- 3.12 Any printout of computer evidence tendered by us shall be admissible evidence and you will not be able to object to us using this as evidence purely on the grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

Full Name of Signatory and Designation

Date

ACCEPTANCE HEREOF SIGNED BY
OR ON BEHALF OF THE CUSTOMER.

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4 LIMITATION OF LIABILITY, ACKNOWLEDGMENT BY THE CUSTOMER

- 4.1 Insofar as we supply and/or install the products and/or SIM cards, you are notified of the fact that these products, SIM cards and/or services provided may result in damage to your vehicles and/or system failure of the vehicle/ s electronic components.
- 4.2 We shall take every care to ensure that all reasonable efforts are made regarding the product and the service, but such product and service can be affected by factors outside our control. We therefore do not provide any warranty, nor do we accept any liability arising in respect of any failure in the provision of the service arising from any negligence on our part or any damage, including any loss of profits, business or revenue, or any consequential loss suffered by you as a result of any failure of the product.
- 4.3 Whilst every care will be taken by ourselves in the installation of the product, no liability shall be assumed of any nature whatsoever by us in respect of there being any damage to the vehicle as a result of such installation of the product in the vehicle, prior to or after installation, unless noted on the installation certificate. It is further, recorded that the indemnity referred to herein relates to any damage, of whatsoever nature, arising from the services rendered by us, being patrimonial damages and/or personal injury.
- 4.4 Insofar as we may be deemed to be a supplier of the products and/or SIM cards used in the operation thereof we are exempted from liability in relation to any damage to property and/or economic loss that you may suffer as a result of any failure and/or defect in the goods and/or services provided.
- 4.5 If you have selected the immobilization option, you acknowledge that neither ourselves, our subsidiaries or affiliates accepts or shall have liability of whatever nature, irrespective of how it arose, in respect of any claim, damages, loss or expense which may occur directly or indirectly as a result of the immobilisation function functioning, not functioning or malfunctioning.
- 4.6 Where you have activated the stolen vehicle support services, you acknowledge that we do not guarantee that, in the event of an incident, your vehicle will be located. We warrant, however, that we shall utilize our best and reasonable efforts to recover your vehicle. You furthermore acknowledge that a recovery is dependent upon numerous factors outside our influence.
- 4.7 If you have selected the camera product, you acknowledge that neither ourselves, our subsidiaries or affiliates accepts or shall have any liability of whatever nature, irrespective of how it arose, in respect of any claim, damages, loss or expense which may occur directly or indirectly during the installation process, as the process requires drilling into the vehicle.
- 4.8 If you have selected the wireless products, you acknowledge that neither ourselves, our subsidiaries or affiliates accepts or shall have any liability of whatever nature, irrespective of how it arose, in respect of any claim, damages, loss or expense which may occur directly or indirectly, due to the incorrect replacement of batteries, non-charging or installation of this product by you that could result in the device not working as intended.
- 4.9 The wireless products are only intended for the services as listed on the price list / quotation and not for SVS purposes and as such, no recovery can be guaranteed, but we will endeavour to utilise our best efforts to respond to such a request.

5 YOUR RESPONSIBILITY

- 5.1 Whilst we shall try our best to ensure that you are informed via sms of any fault detected by us on your unit, you shall be liable to ensure that the product is properly functioning and correctly modified settings by performing a test of the product and/or panic alarm status on the product (where a panic button was installed), no less than once every 3 months. You will be responsible to maintain your settings with up to date information at all times. There will be no additional cost to you when you perform these tests and you must follow these procedures to do the test:
 - 5.1.1 you must phone our CSC and inform them that a test of the product and/or panic alarm status on the product is going to be performed by you;
 - 5.1.2 We shall, within 24 hours, notify you via SMS of the product and/or panic alarm status of the product; and
 - 5.1.3 Should the outcome of this test indicate that the product and/or panic alarm is in any way not properly functioning, and/or possibly faulty, it shall remain your responsibility to ensure and arrange that the vehicle in which the product is installed is made available for repair by ourselves, which repairs shall be done in accordance with our standard policies.
- 5.2 You are also responsible to ensure that if you receive an SMS from us, advising that a fault has been detected on the unit, that you shall as soon as possible after having received the SMS, contact us to arrange for repair on the unit.
- 5.3 It is your responsibility to inform your vehicle's manufacturer of the fitment of the product if the vehicle manufacturer requires such notification, in order not to invalidate any manufacturer warranty.
- 5.4 When this agreement is terminated, you will provide us access to your vehicle for removal of the product unit. If you don't give us access, you will be liable to us for an amount equivalent to the cost of the product.
- 5.5 You undertake not to tamper or remove the product during the period of this agreement, in order not to invalidate the warranties of the product provided in this agreement.
- 5.6 You undertake not to permit any modification or alterations to be made to the product in order not to invalidate the warranties provided on the product in this agreement.
- 5.7 You undertake to notify us of any alteration and/or modification made to your vehicle in which the product is installed if such alteration and/or modification to the vehicle in any way effects the way the vehicle is identified, including, but not limited to, change of registration number, change of colour of the vehicle, change of any relevant vehicle component number, change of vehicle manufacturer's logo, etc.
- 5.8 For the duration of this agreement you agree not to permit any third party other than us to maintain, service or repair the product.

6 OUR RESPONSIBILITY

- 6.1 The following clause 6.1 shall only be applicable to Customers that are natural persons or juristic persons whose asset value or annual turnover at the commencement date, is below the threshold value determined by the Minister in terms of Section 6 of the CPA:
 - 6.1.1 You are obliged to notify us, in writing, of any defects in the quality of the product provided by us at any time during the fixed 36 month period, then we shall:
 - 6.1.1.a Repair any defect or replace the unit where the product is found to be defective due to faulty components, workmanship or design on condition that the repair is to be done at one of our branches or Authorised Fitment Centres; or
 - 6.1.1.b Refund you the price paid for the Product supplied, having regard to the extent of the failure, provided that you notified us of the defect within 6 (SIX) months from the commencement date.
 - 6.1.2 Clause 6.1.1 will not apply in case of a renewal contract. The warranty period will be linked to the renewal option selected.
- 6.2 The following clause 6.2.1 shall only be applicable to Customers who are juristic persons whose asset value or annual turnover at the commencement date, equals or exceeds the threshold value determined by the Minister in terms of Section 6 of the CPA:
 - 6.2.1 We shall be responsible for the repair and/or replacement, in our sole discretion, of the product (exclude camera product), or any parts thereof at no charge to you during the first 12 (twelve) months from the date of installation where the product is found to be defective due to faulty components, workmanship or design, on condition that the repair is to be done at one of our branches or Authorised Fitment Centres and provided that your account is not in arrears at the relevant time.
 - 6.2.2 If you have selected the maintenance option we shall be responsible for the repair and/or replacement, in our sole discretion, of the product or any parts thereof at no charge to you during the full contract period from the date of installation where the product is found to be defective due to faulty components, workmanship or design, on condition that the repair is to be done at one of our branches or Authorised Fitment Centres and provided that your account is not in arrears at the relevant time.
 - 6.2.3 Clause 6.2 will not apply in case of a renewal contract. The warranty period will be linked to the renewal option selected.
- 6.3 The Camera product is subject to a 12-month warranty period from date of installation, where the product is found to be defective due to faulty components, workmanship or design, the below clauses will apply. 6.4 The wireless products are subject to a 12-month warranty period from date of supply of the product to the customer, where the supply date will be accepted as the installation date. Where the product is found to be defective due to faulty components, workmanship or design, the below clause will apply.
- 6.5 Should it be necessary that any repair and/or replacement of the product be conducted at a location other than at one of our branches or Authorised Fitment Centres, you will have to pay us a call-out fee, in respect of the time and travelling costs incurred by us due to the aforesaid event. We shall give you a quotation in respect of these costs which must be accepted by you before any repairs are attended to by us. If the product was however tampered with, modified, involved in a collision and/or sustained other damage outside our control, you will be liable for the costs of repairs or replacement of the product.
- 6.5 The following is specifically excluded from the repair/replacement service referred to in clauses 6.1, 6.2 and 6.3: all repairs or maintenance or service necessitated by any damage caused to the
 - 6.5.1 Product outside our direct control and scope of influence, including but not limited to;
 - 6.5.1.1 any Act of God or circumstance beyond our control;
 - 6.5.1.2 all damage caused by a faulty or spurious electrical supply;
 - 6.5.1.3 all damage caused as the direct or indirect result of any act of tampering, vandalism or malicious damage howsoever caused;
 - 6.5.1.4 all damage caused as a result of a vehicle accident;
 - 6.5.1.5 all damage caused by fire, theft, or flood;
 - 6.5.1.6 all damage caused as a direct or indirect result of civil or political disturbance or any like event;
 - 6.5.1.7 all damage caused by any act of any third party;
 - 6.5.1.8 any damage caused as a result of the ingress of any fluid penetrating the Product, if applicable;
 - 6.5.1.9 any replacement of any engine revolution or gearbox "take-off" device including any "W-terminal" or similar device;
 - 6.5.1.10 any stoppage, limitation, engine control, engine shut down or similar event resulting from the incorrect operation of the Product, as defined by the Company;
 - 6.5.1.11 the removal and/or de-installation or any similar action requiring, removal, re-installation and/or re-location of the Product as required or requested by the Client;
 - 6.5.1.12 Repair and recovery of the server data due to any abnormal occurrence causing such damage or loss of data.
 - 6.5.1.13 Where the product has not been operated or maintained in accordance with our instructions and/or user manual.

Full Name of Signatory and Designation

Date

ACCEPTANCE HEREOF SIGNED BY
OR ON BEHALF OF THE CUSTOMER.

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6.5.1.14 Repairs, de-installations or modifications that have been made by persons other than us.

7 SUSPENSION AND TERMINATION OF SERVICE

- 7.1 We may, at any time, and without incurring any liability whatsoever, suspend the service either in whole or in part in the event of any one or more or all of the following occurring:
 - 7.1.1 Technical failure of the GSM network and/or its reporting structures, modifications and/or maintenance to the GSM network by the GSM service provider and/or due to any Government and/or regulatory authority requirement and/or
 - 7.1.2 the GSM provider ceasing to make the network available to us or if the network stops working for any reason whatsoever and/or
 - 7.1.3 you default in terms of the operation instructions provided in the user manual or fail to make any payment of any instalment on the due date thereof and/or
 - 7.1.4 we are prevented from rendering the service due to circumstances beyond our control and/or due to unexpected events; and/or
 - 7.1.5 Any cancellation of the contract by either us or you after the initial period of the contract and/or
 - 7.1.6 automatically and without prior notice to you, without any liability on our part, in the event that you utilize the service in any manner which we, in our sole discretion, deem to be inappropriate, and you hereby indemnify and hold us harmless against any claim that may arise against us as a result of such improper use of the service; and/or automatically, further, if you or the authorized user misuses the system, and/or
 - 7.1.7 if your vehicle is reduced to a state for any reason whatsoever, permanently dysfunctional, but not limited to, irreparable mechanical breakdown of the vehicle and irreparable damage caused to the vehicle in an accident.

8 ADDITIONAL CHARGES

- 8.1 You will be liable for all additional charges in respect of the de/re-installation of the product, any false alarms, incident reports, etc. as listed in our price list, which is available on request. With specific reference to false alarms, it is recorded that you will be liable for the hourly fee to us for any false alarm, in addition to any other charge as contained in this agreement, calculated from the time when such alarm was logged with the CSC until such time as any recovery team dispatched to recover the vehicle is notified to stand down. In this regard, any incident report generated by ourselves shall be sufficient proof of the time spent by a vehicle recovery team (calculated from Response Start Time to Stand Down Time) and you agree that we may debit your account with the corresponding additional charge.
- 8.2 You acknowledge that the services provided by us do not include an international roaming facility. This means that your vehicle cannot be tracked by us should you take the vehicle out of South Africa. Accordingly, in this regard we shall not be liable for any losses or damages suffered by yourself as a result of you taking the vehicle out of the country. Should you want our tracking services to be active whilst you are out of the country with your vehicle, you can enable the international roaming facility, in which event you will be liable for the additional charges incurred due to SMS/GPRS transmissions in respect of the international roaming facility while outside of the territory or whilst in close proximity to the border of South Africa, as and when we are charged by the service provider. In order to activate the international roaming facility, you must do the following:
 - 8.2.1 Send us a request, in writing, that the service be activated. This request must be directed to our CSC and must be made at least 48 (FORTY EIGHT) hours before you exit the country; and
 - 8.2.2 As soon as you return to South Africa, you must notify us of same so that we can disable the facility. You will be liable for the additional charges incurred mentioned hereinabove until such time as we are notified to disable the international roaming facility.
- 8.3 In the event that repairs and/or services are affected and/or products delivered, you may be held liable for charges additional to the standard warranty terms and conditions if you were duly informed of such additional charges and, after being informed of such charges, authorise the work to continue and/or products to be installed. For purposes hereof it will be deemed that you authorised the work to be proceeded with and/or products installed if you, or anybody representing you, signed our job card and/or any other document presented for signature upon the rendering of services and/or installation of products. We shall provide you with an invoice in respect of these costs upon completion of the work effected in accordance with the job card and/or any other document as presented to you, which invoice shall be payable by yourself within 30 (THIRTY) days of issue thereof.
- 8.4 You will be entitled to request the number of reports, the number of transmit SMS's and have a maximum data transfer per month as set out in the contract or user manual as the case may be. Any usage in excess of the allowable amount per month will be charged as per our Standard Rates for such excess, as published by us on our website from time to time. You will also be liable for any additional monthly charges incurred on account of SMS/GPRS transmissions in the event of you or any authorised user activating the message forwarding function to a mobile phone.
- 8.5 Installations are to be performed at your location, a Ctrack Solutions Centre or one of our Partner Fitment Centres. Where on site installations require travel in excess of a 60kms round trip, a Ctrack kilometre rate will be charged for the excess kilometres travelled over the 60kms round trip. Installations of the product are to be performed during normal office hours, Monday to Friday 08:00 to 17:00. Any arrangements after these hours will

- be charged for as overtime as an additional charge to you.
- 8.6 In the event of an occurrence and your vehicle being recovered, and should you elect not to collect the vehicle at the scene, you hereby duly authorise the service provider to tow your vehicle away from the scene at your own risk, that your vehicle will be stored at your risk and that you will be liable to the service provider for any storage costs which become payable in respect of the storage of your vehicle, commencing from 48 (FORTY EIGHT) hours after the vehicle has been delivered to the storage premises. All costs incurred in this regard shall be for your account.
- 8.7 If you have subscribed to Advance Protector / Fleet Protector service, the terms and conditions of use are available on our website and are subject to these specific terms and conditions.
- 8.8 You will be entitled to an agreed number of SMS/ GPRS's per month in order to obtain information. In respect of a system test and emergency, polls shall be charged at the usual rate charged by us. In the event that you exceed the allowable monthly usage, you will be charged for such extra usage.
- 8.9 All voice calls made on this contract are excluded. You will be charged for all voice calls made on the sim cards used on these contracts as additional charges.
- 8.10 All additional charges shall be payable by you in terms of our Standard Rates for any goods and services rendered and charged by us to our usual customers, which rates are obtainable from our website or upon a written request to us.
- 8.11 Where the Camera product has been selected, storage of data will be charged per mega bite of data.
- 8.12 Where you have selected the Cash Finance option by a 3rd party, an additional document fee will be charged.

9 CESSION AND DELEGATION

You may not delegate cede and/or in any other way deal with the product and/or this contract without our prior written approval. Ctrack, without the prior written approval and/or notice to the customer, may pledge, cede,

assign and transfer any of its rights, title, interest in and to the Product and/or arising under this agreement, including any of Ctrack's rights, title, interest in all book debts and other debts and claims of whatsoever nature, present and future due to and to become due to Ctrack and all rights of action arising there under.

10 OPERATION IN TERRITORY

You acknowledge that the product will only function in the territory where a GSM network of the GSM service provider is available and obtaining a signal in the area where the vehicle is being operated.

11 OWNERSHIP

- 11.1 Ownership in the connected GSM subscription and the Sim card shall always vest in ourselves and/or the GSM service provider.
- 11.2 All products sold to you shall remain our property, until such time as paid for in full.
- 11.3 With regards to the rental options selected by the Customer, ownership shall remain with us and nothing in this agreement shall be construed as conferring any right, title or interest in the product on you at any stage before or after the initial fixed term.

12 GENERAL

- 12.1 This document contains the entire agreement between the parties and neither of them shall be bound by any undertakings, representations, warranties, promises and the like not provided herein and no alteration or addition to this agreement shall be valid unless agreed to by both us and you, it must be reduced to writing and signed by you and a duly authorized representative of ours.
- 12.2 Any document shall be deemed duly presented to and accepted by you (i) within 5 (FIVE) days of prepaid registered mail being posted to your address as selected by you in writing in the application form, (ii) within 48 (FOURTY EIGHT) hours of being faxed to any of your fax numbers, or (iii) on being delivered by hand to you or any director, member or owner of you or (iv) within 48 (FOURTY EIGHT) hours if sent by overnight courier, or (v) within 7 (SEVEN) days of being sent by surface mail, or (vi) within 24 (TWENTY FOUR) hours of being e-mailed to any e-mail address provided by yourself or sent via sms.
- 12.3 You have chosen the address as set out in the application form to which these terms and conditions are attached as the address at which the you shall accept any notice, legal process or any like document and furthermore, any document delivered or served at this address or sent to this address shall be deemed to have been received and accepted by you. Should you, for any reason whatsoever, no longer accept any notices, legal processes or any like documents at this address, you will have to notify us of such fact in writing and provide us with a new address at which you will forthwith accept delivery and/or service of such documents, provided further that the address as set out in the face of this document shall remain your chosen address until such time as you have satisfactorily provided a new address to us, which address may not be a postal address.
- 12.4 You consent to the storage and use by ourselves of the personal information that you have provided to us for establishing your credit rating. You consent to us disclosing this information to credit control companies, banks and other institutions involved in rating your credit. You agree that we will not be held liable for disclosure of any of this information in good faith to third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party.
- 12.5 Any order for purchase of the product is subject to cancellation by us due to acts of God or any circumstance beyond our control, including (without restricting this clause to these instances) inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lock out, or other labour disputes, fire, flood, drought or legislation.
- 12.6 Each provision of this agreement is severable from the other provisions. Should any specific provision of this agreement be found to be invalid or unenforceable for any reason whatsoever, the other provisions and clauses of

Full Name of Signatory and Designation	Date	ACCEPTANCE HEREOF SIGNED BY OR ON BEHALF OF THE CUSTOMER.
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this agreement shall nevertheless remain binding and continue to be of full force and effect upon the parties.

- 12.7 In terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, you hereby consent to the jurisdiction of the Magistrate's Court having jurisdiction in terms of Section 28 of the said Act, in respect of any action to be instituted against you by us in terms of this agreement. You agree, however, that it shall be entirely within our discretion whether to proceed with any legal action or steps in such Magistrate's Court or in any other superior Court having jurisdiction.
- 12.8 All legal fees incurred by us in enforcing the provisions of this agreement by way of Court proceedings shall be on an attorney and own client scale.

13 BREACH

In the event that you fail to pay any amount due in terms of this Agreement, or are in breach of any other term of this Agreement and after having received notice thereof from ourselves, and thereafter failing to remedy the breach within 7 (SEVEN) days thereof, then and in that event we shall be entitled:

- 13.1 to immediately institute action against you, and to claim the full balance outstanding in respect of any amount with which your account is in arrears as at the date of such breach and furthermore, the balance outstanding in respect of any uncompleted portion of the initial fixed term, or
- 13.2 to cancel the Agreement and immediately terminate the services and take possession of any goods delivered to you and claim any damages suffered. These remedies are without prejudice to any other right we may be entitled to in terms of this Agreement, or in Law.
- 13.3 Any order for purchase of the product is also subject to cancellation by us if you breach any material term of this Agreement or make any attempt of compromise, liquidation, sequestration, termination or judgment or apply, in terms Section 129 of the Companies Act 2008, for business rescue proceedings.

14 SOFTWARE

If your choice of product includes software we shall install and maintain our standard ONLINE software for one client user, unless chosen differently on this document. This software is downloadable from our website at no additional cost to you. In addition, we will provide training for one software user. All software is licensed by us and the use of all the software is regulated by our software license agreement, available on written request. Any additional software installation will be quoted for separately.

15 COOLING OFF

- 15.1 If you are a natural person or juristic persons whose asset value or annual turnover at the commencement date, is below the threshold value determined by the Minister in terms of Section 6 of the CPA, you may cancel this agreement in the event of this agreement arising from any direct marketing as envisaged in the CPA, without furnishing any reasons or incurring any penalty, by giving us notice in writing within 5 (FIVE) days after the later date on which:
- 15.1.a This agreement was signed; or
- 15.1.b The product was installed
- 15.2 We must return any payment received from you in terms of the transaction within 15 business days after:
- 15.2.a Receiving a notice of the rescission, if the product was not installed as yet or
- 15.2.b The de-installation of the product.

16 INSPECTION OF GOODS

You have agreed to purchase the goods and/or have it installed solely on the basis of the description thereof and it is recorded that these goods, in all material respects and characteristics, correspond to the description and/or sample thereof.

17 INSURANCE OF UNIT

You are herewith notified that it shall remain your responsibility to ensure that the product is comprehensively insured at all times, against theft, damage or any other loss not covered under maintenance provided for in terms of this agreement.

18 CREDIT ASSESSMENT

- 18.1 You acknowledge and agree that we have taken steps to assess:
- 18.1.1 that you generally understand and appreciate the costs and risks associated with this contract;
- 18.1.2 your debt repayment history;
- 18.1.3 your existing financial means, prospects and obligations;
- 18.2 We have, pursuant to the information supplied and representations made by yourself, and in connection with the matters set out in this agreement, satisfied ourselves that you are capable of performing your financial obligations in terms of this agreement and that you understand and appreciate the costs and risks associated therewith.
- 18.3 You acknowledge that we have entered into this contract with you on the strength of the financial representations made by you.

19 SURETYSHIP

By my signature hereto, I hereby jointly and severally bind myself to the company or person on whose behalf I sign as surety and as co-principal debtor in solidum with each of the other of us and I acknowledge that I can be held liable for the due and punctual payment and performance by the company or person on whose behalf I sign, in favour of the service provider of all debts and obligations of whatsoever nature and howsoever arising, including the payment to the service provider of all and any amounts which may at any time be owing to it by the company or other person from

whatsoever cause arising. As part of my liability in terms hereof, I bind myself as aforesaid to pay the amount of all costs, charges and expenses of whatsoever nature including, but without derogating from the generality of the foregoing, legal costs, as well as tracing fees and collection commission which the service provider may incur in securing or endeavouring to secure the fulfilment by the customer of any of the obligations the customer may have hereunder. This suretyship shall remain in full force and effect and binding upon me, notwithstanding that it may not have been signed by all of us and notwithstanding any exceptions order, exclusion, division, cession of action and all or any exceptions which could or might be pleaded to any claim by the service provider against me with the meaning, force and effect of which I declare myself to be fully acquainted. I furthermore agree that the service provider shall be entitled to institute action against me in any court. As further security for discharge of the customer's indebtedness, I hereby cede, assign, transfer and make over unto and in favour of the service provider, as security for any such debt, my title and interest to claim payment of all and any amounts which are now or may in the future become owing to me by the customer from any cause of indebtedness of whatsoever nature and howsoever arising.

Full Name of Signatory and Designation

Date

ACCEPTANCE HEREOF SIGNED BY
OR ON BEHALF OF THE CUSTOMER.