

Terms and Conditions SaferStops Services supported and contracted by Ctrack Group company FleetConnect (Pty) Ltd, Registration number: 2006/028973/07.

The following terms, conditions and exclusions shall govern the provision of the SaferStops Roadside Protection ("Service") in terms of ("The Agreement") between Fleetconnect (Pty) Ltd and ("Subscribing Members").

Subscribing companies is deemed to include the company and the employee and Service users employed by the subscriber company as the policy holder. These terms and conditions shall be read with and deemed to be incorporated in ("The Service Level Agreement") that Fleetconnect (Pty) Ltd has with its service providers, which shall apply hereto mutatis mutandis:

1. Only validated SaferStop Services subscribers are eligible for this Service. Valid subscribers are Subscribing Member companies and users of the SaferStops service whose subscription fees are paid up to date in advance.
2. The sole purpose of the Service is to support and minimize the safety risk of drivers or users upon arrival at the scene of subscribing Members and other occupants of such member's vehicle or home when there is a possible risk or home invasion.
3. The average response time of arrival on site is estimated on 30 minutes in all Urban and suburban areas of the major cities of South Africa. Arrival times vary based on proximity of incident to the nearest response unit and other extraneous factors like traffic conditions.
4. The service response time in rural areas cannot be guaranteed and is done on a best effort basis. Arrival times vary based on proximity of incident to the nearest response unit and other extraneous factors like traffic conditions.
5. The Service can only be requested by any subscriber who feels his life is at risk, whether on the road with a company vehicle, or for the second user at the family home address, provided in the registration form.
6. In order to obtain the Service, the Subscribing Member or employees must download and activate the SaferStops application from the Google and Apple IOS play stores.
7. In case of an emergency the Subscribing Member can only activate the Service by logging in to the Saferstops App on his/her mobile device and by pressing Emergency Button. The service is dependant on an active internet connection.
8. The Service is supported by the Ctrack Call Center of which staff will react according to the risk and/or security assessed by the Call center staff.
9. The Roadside Protection Bodyguard services at the requested site where the panic button was pressed, is limited to 1 free hour, thereafter at its own discretion or client (Business owner) will confirm to maintain the service for longer periods, as quoted.
10. SaferStops could contact other support services as requested and authorised by the company, such as the SAPS, medical assistance or Roadside Assistance. These third party services account will be for the company's account, and paid directly by them.
11. To qualify for the Saferstops service the Subscribing Member must be present at the incident scene and may also be asked to produce personal identification to be verified to qualify for the free portion of the service.
12. The attending response officer will not be permitted to provide the subscribing member any form of roadside assistance or medical treatment such as Flat Tyre changes, fuel or mechanical assistance).
13. The subscription period to the Service is a minimum period of one (1) month.

14. Thirty (30) days written notice must be given to SaferStops to cancel the Service subscription.
15. Subscription fees to the Service are non-refundable.
16. SaferStops Membership is not transferable and the Subscribing Member shall not be entitled to cede, transfer or assign any of his rights to the Service in terms of these standard conditions. The covered employee of the subscribing company may not use his/her personal Membership to obtain assistance for a friend or family, other than the additional family member of the employee listed on the Saferstop App as a second user.
17. SaferStops reserves the right to amend these standard conditions at any time with 60 days prior notification, to enable SaferStops to notify subscribing members, at which time such amendment shall become effective and binding on the Subscribing Member.
18. It is recorded and agreed that the services of SaferStops cannot guarantee safety or prevention of loss, liability, injury and damage of whatsoever nature and however arising. Accordingly, while SaferStops and its service providers shall exercise care in rendering the Service, nothing herein contained shall be construed or interpreted in any manner as providing the Subscribing Member or any third party with any guarantee or assurance of safety or prevention against loss, liability, injury or damage of whatsoever nature and howsoever arising.
19. SaferStops shall not be liable to the Subscribing Member for consequential or direct or indirect damages, nor for any damages incurred by a Subscribing Member in any way associated with the Service, for any loss or damage of whatsoever nature sustained by the Subscribing Member and/or his/her vehicle's occupants as a result of the failure, for whatsoever reason, by SaferStops to render the Service in terms of This Agreement timeously or at all or as a result of the manner in which such Service may be rendered by SaferStops, or from any other cause whatsoever, including negligence, omission and willful default.
20. SaferStops makes no warranties of any nature whatsoever nor accepts any responsibility or liability of any nature whatsoever, for any claims, loss or damage of any nature whatsoever arising out of or in connection with the supply of the Service in any way.
21. In the event that SaferStops does not receive payment for the Service, SaferStops reserves its rights to immediately cancel the Subscribing Member's subscription to the Service and will then be entitled to refuse to provide the Service, if not rectified within 7 days of the returned debit order, or non-payment by the company.
22. SaferStops reserves the right to cancel a Subscribing Members' Membership, if it becomes apparent that the Subscribing Member is abusing the Service, if the Subscribing Member is using the Service benefits fraudulently, if the Subscribing Members' record of Service claims warrants such action or in circumstances deemed necessary by FleetConnect's Board of Directors.
23. Subscribing Member is to use the service as listed below as guideline during an active contract period and/or whilst the service is paid up to date. Services provided can be requested when the following occurs;

23.1 The client's vehicle has broken down and need protection whilst awaiting assistance from other third parties.

23.2 The client has had an accident and are awaiting ambulance/SAPS and/or tow-in to arrive.

23.3 The client has fallen ill and have to pull off the road and require medical assistance.

23.4 The client is possibly being hi-jacked, followed or threatened.

23.5 The client's vehicle has been stolen and requires protection whilst awaiting assistance.

23.6 The client is pulled off the road and they feel their safety is at risk.

For the above, a free bodyguard service is available for the first hour in attendance of the member's call-out position, whereafter charges will be levied at R850.00 per hour excluding Vat. Charges over and above this service, will be charged to the Subscribing Member. Unused call-outs values or time is not carried over to the next months and is not eligible for any refund or discounts on other services provided or withheld against monthly Saferstop service fees.

24. HOME RESIDENCE ASSISTANCE

Safety and security support requests is allowed at the given home address of the first user, whom are an employed driver or crew member of the registered company. An attempted break in or security threat at the residence and the subscribing member or second user is under duress and they are unable to call SAPS, their neighbourhood watch or their own private security company to which they are subscribed to.

25. OTHER SPECIAL SERVICES

Should the Subscribing Members require an Armed Response Team to escort him/her from one destination to another destination. This must be arranged 24 - 48 hours before the trip is to commence. This service is not covered under the service and will be invoiced separately by FleetConnect (Pty) Ltd.

26. Subscribing company and it's member list provided as included in the registration form duly signed by the authorised staff member is eligible for support services as described in this Service level agreement.
27. You acknowledge that the product will only function in the territory of South Africa where GSM network services are available.
28. The services are subject to a yearly escalation of 10% on the anniversary date of the agreement.
29. Should a premium return as unpaid, the services will be cancelled until such time as the default has been corrected.
30. Debit Order authorization – Refer to Annexure "A" attached.

31. POPIA CONSENT IN TERMS OF SECTION 18

1. Voluntary consent for the processing of personal information is provided for the following:
 1. To process the application form / contract and supporting documentation as provided by yourself.
 2. To provide the services as contained in the application form / contract or any new products.
 3. To use the data collected for research and statistical purposes.
2. To share your information as required to be able to provide the required service
3. Should you refuse to consent to 30.1 above, Fleetconnect retains the right to refuse to further process the contract and no further performance in terms of the contract.

Duly Signed by:

Subscribing Company (Please Attached letterhead)

Company Entity Name:_____

Registration Number:_____

Signatory Full Names:_____

Designation: _____

Signature: _____

Date: _____

Witness: _____

Names:_____

Signature:_____

Date:_____