

TERMS AND CONDITIONS

V1.19 2026



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 Ctrack's standard pricelist 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, quotation, and any other annexure from time to time incorporated by reference to this Agreement.
- 1.2.3 **"Application"** means the written or electronic form completed and submitted by the Customer, containing all required information for the purposes of entering into this Agreement, as required by Ctrack.
- 1.2.4 **"Authorised Users"** means those who may be authorised by the Customer to obtain all Services offered by the Product and who may be notified of any alarms in respect of the Vehicle by Ctrack.
- 1.2.5 **"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.
- 1.2.6 **"CPA"** means the Consumer Protection Act No 68 of 2008.
- 1.2.7 **"CSC"** means Ctrack Support Centre.
- 1.2.8 **"Ctrack"** means either C-track (SA) (Pty) Ltd (Registration number 1997/016952/07) or Ctrack Fleet Management Solutions (Pty) Ltd (Registration number 2000/023671/07). The entity from whom you receive a tax invoice shall confirm the contracting party.
- 1.2.9 **"Customer"** means the individual, subscriber or entity whose full details are set out in the Application, who contracts with Ctrack in respect of the Products and Services.
- 1.2.10 **"False Alarm"** means an alarm message sent to the CSC in respect of a panic alarm, area violation or battery tampering where such a condition is not an actual emergency and the Customer or any Authorised User has not notified the CSC in respect thereof.
- 1.2.11 **"Fixed Period"** means the duration as specified in the Application or quotation, calculated from the Commencement Date.
- 1.2.12 **"GSM Network"** means the service rendered by a cellular service provider that enables the transmission of location and speed data from the Product to an Authorised User's cell phone and the CSC.
- 1.2.13 **"Installation Certificate"** means the certificate issued by Ctrack certifying that the Product has been successfully installed in the Vehicle.
- 1.2.14 **"Live Tracking"** or **"Instant Tracking"** means the continuous monitoring and recording of the location and movement of objects, individuals, or assets in real-time. Availability dependent on technology, communication, and network coverage conditions.
- 1.2.15 **"Occurrence"** means the happening of an event which initiates the recovery process or some other action for which the Product is designed.
- 1.2.16 **"Product"** means the Ctrack system to be installed in the Customer's or any Authorised User's vehicle.
- 1.2.17 **"Service"** means the services specified in the Application or quotation or any other services provided to the Customer by Ctrack under this Agreement.
- 1.2.18 **"Subscription charge"** means the monthly amount payable by the Customer in advance for the Services, which includes but is not limited to the Subscription, SMS, Data and GPRS airtime usage supplied by the Airtime Service Provider. The pricing will automatically revert to standard Ctrack pricing if the Customer no longer subscribes to one of Ctrack's preferred partner's services.
- 1.2.19 **"SVS"** means stolen vehicle support.
- 1.2.20 **"Territory"** means the Republic of South Africa.
- 1.2.21 **"User Manual"** means the user manual in respect of the Product to be installed in terms of this Agreement.
- 1.2.22 **"VAT"** means Value Added Tax payable in terms of the Value Added Tax Act No 89 of 1991 (as amended).
- 1.2.23 **"Vehicle"** means the vehicle in which the Product will be installed.

2. DURATION

- 2.1 This Agreement shall commence on the Commencement Date and shall endure for the Fixed Period.
- 2.2 The Customer acknowledges that the Agreement is not automatically cancelled if the Vehicle is sold, stolen and not recovered or is no longer in use.
- 2.3 **The following clause 2.3. shall only be applicable to Customers who are natural persons:**
- 2.3.1 Ctrack will provide the Customer with written notice of the impending expiry of the Fixed Period at least 40 (FORTY) business days before the expiry date. Such notice will include any material changes to this Agreement that would apply after expiry of the Fixed Period. Upon expiry of the Fixed Period the Agreement will continue on a month-to-month basis on the same terms and conditions unless and until terminated by either Party on 20 (TWENTY) business days' written notice.
- 2.3.2 The Customer may cancel this Agreement at any time during the Fixed Period by giving Ctrack at least 20 (TWENTY) business days' written notice. If the Customer

cancels the Agreement before expiry of the Fixed Period, the Customer remains liable for all amounts due and payable up to the effective date of cancellation, together with a reasonable early cancellation penalty calculated by Ctrack in accordance with applicable legislation.

- 2.3.3 All amounts payable under this clause 2.3 are due and payable in full free of any deduction or set off upon expiry of the cancellation notice period.

2.4 The following clause 2.4 shall only be applicable to Customers who are juristic persons:

- 2.4.1 After the expiry of the Fixed Period, the Agreement will continue indefinitely on the same terms and conditions unless and until terminated by either Party on 1 (ONE) month written notice to the other Party.
- 2.4.2 The Customer may cancel this Agreement at any time during the Fixed Period by giving Ctrack 3 (THREE) months written notice and by paying an early cancellation settlement amount calculated by Ctrack. Ctrack will provide the Customer with a quotation for the cancellation settlement amount. If payment is not received on or before the intended cancellation date the Agreement will not be cancelled and will remain in force under these terms and conditions.

3. CHARGES AND PAYMENT

- 3.1 Subscription Charges will be invoiced and are payable in advance.
- 3.2 Subscription Charges shall be paid by way of direct bank debit order, as specifically consented to by the Customer. Should there be any arrears outside the terms of the Agreement, authorisation is hereby granted to collect the arrears balance via direct debit order. If any debit order initiated by Ctrack against the Customer's nominated bank account is returned unpaid for any reason, the Customer shall be liable for an administration fee per returned debit order. Such fee shall be immediately due and payable and may be recovered by Ctrack through inclusion in the next debit order run or invoice.
- 3.3 Subscription Charges are subject to an annual escalation as specified in the relevant Application or quotation.
- 3.4 If a third party is paying the Subscription Charges on behalf of the Customer, the Customer shall remain fully liable for ensuring that all payments are made when due. If such third party fails to make payment on the due date, the Customer shall immediately settle the outstanding amount in full.
- 3.5 The Customer agrees that the amount contained in a tax invoice issued by Ctrack shall immediately be due and payable by the Customer, free of any conditions or set off, or, if the Customer is a credit approved Customer, within 30 (THIRTY) days from the end of the month in which the tax invoice has been issued.
- 3.6 No extension of time for payment of any amounts due under this Agreement shall be binding unless agreed to in writing by Ctrack. The Customer may not withhold or delay payment for any reason.
- 3.7 Pricing may change without notice. Such changes do not affect these terms and conditions.
- 3.8 A certificate issued and signed by any director, manager or duly appointed auditor of Ctrack shall constitute sufficient proof of the Customer's indebtedness as at the date of issue. The authority of Ctrack's signatory will not have to be proved.
- 3.9 Any printout of computer evidence tendered by Ctrack shall be admissible evidence and shall not be objected to 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.

4. LIMITATION OF LIABILITY, ACKNOWLEDGMENT BY THE CUSTOMER

- 4.1 Insofar as Ctrack supplies and/or installs the Products and/or SIM card, the Customer is notified of the fact that these Products, SIM cards and/or the Services provided may result in damage to the Vehicle and/or system failure of the Vehicle's electronic components.
- 4.2 Ctrack 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 Ctrack's control. Ctrack therefore does not provide any warranty, nor does it accept any liability arising in respect of any failure in the provision of the Service arising from any negligence on Ctrack's part or any damage, including any loss of profits, business or revenue, or any consequential loss suffered by the Customer as a result of any failure of the Product.
- 4.3 Ctrack will exercise due care during the installation and deinstallation of the Product. No liability however shall be assumed by Ctrack in respect of any damage to the Vehicle as a result of such installation or deinstallation, unless confirmed on the job card or post installation inspection report. The indemnity granted under this clause applies only to proven patrimonial loss or personal injury directly caused by Ctrack during the installation or deinstallation of the Product. The Customer acknowledges that the installation of the Product may require reasonable alterations to the Vehicle including but not limited to the drilling of mounting holes. The Customer agrees that such alterations are an inherent and necessary part of the installation process and shall not be regarded as damage to the Vehicle.
- 4.4 Insofar as Ctrack may be deemed to be a supplier of the Products and/or SIM cards used in the operation thereof Ctrack is exempted from liability in relation to any damage to property and/or economic loss that the Customer may suffer as a result of any failure and/or defect in the Products and/or Services provided or as a result of the Customers use of the Product that is inconsistent with the User Manual or operating instructions.
- 4.5 If the immobilization option has been selected, the Customer acknowledges that neither Ctrack, its subsidiaries nor affiliates shall be liable for any claim, loss, damage, or expense arising directly or indirectly from the immobilization function operating, failing to operate or malfunctioning.
- 4.6 Where the stolen vehicle support services have been activated, the Customer acknowledges that Ctrack does not guarantee that, in the event of an incident, the Vehicle will be located. Ctrack warrants, however, that it shall utilize its best and reasonable efforts to recover the Vehicle. The Customer furthermore acknowledges that a recovery is dependent upon numerous factors outside Ctrack's influence.
- 4.7 If the wireless products have been selected, the Customer acknowledges that Ctrack, its subsidiaries and affiliates shall have no liability of whatever nature, irrespective of how it

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arose, in respect of any claim, damages, loss or expense arising directly or indirectly, from the Customer's incorrect battery placement, failure to replace or charge batteries, or the Customer's installation of this Product which may result in the Product not functioning as intended.

- 4.8 The BX range of wireless products are not intended for SVS and no recovery will be initiated if this is the only product installed in a Vehicle that is stolen.

5. THE CUSTOMER'S RESPONSIBILITY

- 5.1 It is the Customer's responsibility to ensure that the Product is functioning correctly and that the settings are properly configured with up-to-date information. The Customer is obliged to contact the CSC to perform a test of the Product at no additional charge at least once every 3 (THREE) months.
- 5.2 The Customer is responsible to ensure that it makes arrangements with Ctrack for a repair as soon as possible after becoming aware that the Product is not functioning correctly.
- 5.3 It is the Customer's responsibility to inform the 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, the Customer will provide Ctrack with access to the Vehicle to deinstall the Product failing which the Customer will be liable to Ctrack for an amount equivalent to the cost of the Product.
- 5.5 The Customer undertakes not to tamper with, remove, alter, modify or permit any third party to maintain, service or repair the Product without Ctrack's written authorisation.
- 5.6 The Customer undertakes to notify Ctrack of any modification made to the Vehicle that impacts the way the Vehicle is identified, including, but not limited to, change of registration number, change of colour of the Vehicle, change of any Vehicle component number, change of Vehicle manufacturer's logo.
- 5.7 It shall remain the Customer's responsibility to ensure that the Product is comprehensively insured at all times, against theft, damage or any other loss not covered under the warranty provided for in terms of this Agreement.

6. CTRACK'S RESPONSIBILITY

- 6.1 Ctrack shall be responsible for the repair and/or replacement, in Ctrack's sole discretion, of the Product, or any parts thereof at no charge to the Customer during the first 12 (TWELVE) months from the date of installation (or the date of supply of wireless Products) 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 Ctrack's branches or authorised fitment centres and provided that the Customer's account is not in arrears at the relevant time.
- 6.2 If the extended warranty option has been selected, the warranty coverage in clause 6.1 is extended to cover the full Fixed Period up to a maximum of 36 (THIRTY-SIX) months.
- 6.3 If this Agreement is renewed the warranty period will be linked to the renewal option selected.
- 6.4 Should it be necessary that any repair and/or replacement of the Product be conducted at a location other than at one of Ctrack's branches or authorised fitment centres, the Customer will be liable for a call out fee. Ctrack shall advise the Customer of the call out fee applicable before any repairs are attended to by Ctrack. For purposes hereof it will be deemed that the Customer has accepted the applicable call out fee if the Customer or anybody representing the Customer authorises the work to proceed.
- 6.5 The warranty provided does not cover any repairs and/or replacements necessitated by normal wear and tear through use over time nor does it cover any damage to the Product that occurs outside Ctrack's direct control and scope of influence, including but not limited to:
- 6.5.1 any act of God or circumstance beyond Ctrack's control;
 - 6.5.2 all damage caused as a result of a faulty or spurious electrical supply or the ingress of any fluid penetrating the Product;
 - 6.5.3 all damage caused as the direct or indirect result of civil or political disturbance, fire, theft, flood, vehicle accident or any act of any third party;
 - 6.5.4 all damage caused as the result of any act of tampering, vandalism or malicious damage howsoever caused;
 - 6.5.5 repair and recovery of the server data due to any abnormal occurrence causing such damage or loss of data;
 - 6.5.6 where the Product has not been operated or maintained in accordance with Ctrack's instructions and/or the User Manual.

7. SUSPENSION AND TERMINATION OF SERVICE

- 7.1 Ctrack 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 Network service provider and/or due to any Government and/or regulatory authority requirement and/or
 - 7.1.2 the GSM Network service provider ceasing to make the network available to Ctrack or if the GSM Network stops working for any reason whatsoever and/or
 - 7.1.3 the Customer defaults in terms of the operation instructions provided in the User Manual or fails to make any payment of any amount on the due date thereof and/or
 - 7.1.4 Ctrack is prevented from rendering the Service due to circumstances beyond its control and/or due to unexpected events; and/or
 - 7.1.5 any cancellation of the Agreement by either party after the expiry of the Fixed Period; and/or
 - 7.1.6 automatically and without prior notice to the Customer, without any liability on Ctrack's part, in the event that the Customer utilises the Service in any manner which Ctrack, in its sole discretion, deems to be inappropriate, and the Customer hereby indemnifies and holds Ctrack harmless against any claim that may arise against Ctrack as a result of such improper use of the Service; and/or
 - 7.1.7 if the Vehicle becomes permanently inoperative for any reason.

8. ADDITIONAL CHARGES

- 8.1 The Customer 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 Ctrack's standard pricelist, which is available on written request. With specific reference to False Alarms, the Customer is liable for an hourly fee from the time the alarm is logged with the CSC (response start time) until the recovery team dispatched is notified to stand down (stand down time). An incident report issued by Ctrack shall be sufficient proof of the time spent and Ctrack shall debit the Customer's account with the corresponding additional charge.
- 8.2 The first recovery per vehicle per month is free of charge, if Ctrack is provided with a SAPS case number, thereafter all recoveries will be charged as listed in Ctrack's standard pricelist.
- 8.3 The Services do not include an international roaming facility. This means that the Vehicle cannot be tracked by Ctrack should it leave the Territory. Ctrack shall not be liable for any losses or damages suffered by the Customer as a result of the Vehicle leaving the Territory. Should the Customer require the Services to remain active whilst the Vehicle is outside of the Territory the Customer may activate the international roaming facility by completing the necessary activation form and sending it to the CSC at least 48 (FORTY-EIGHT) hours before the Vehicle leaves the Territory. The Customer must notify Ctrack to disable the international roaming facility as soon as it is no longer required. The Customer will be liable for all additional charges in respect of the international roaming facility while active, including charges that may apply when the Vehicle is in close proximity to the borders of the Territory, as billed to Ctrack by the GSM Network service provider.
- 8.4 The Customer shall be liable for additional charges if the Customer was duly informed of such additional charges and, thereafter, authorised the work to continue and/or Products to be installed. Authorisation will be deemed given if the Customer or its representative signed Ctrack's job card or any related document or provided voice-recorded authorisation. An invoice in respect of these charges will be issued upon completion and shall be payable within 30 (THIRTY) days of issue thereof.
- 8.5 Any usage in excess of the agreed to data, airtime (including but not limited to voice calls), storage of data and SMS usage per month will be charged in accordance with Ctrack's standard pricelist.
- 8.6 The Customer will be liable for message forwarding services if the Customer or an Authorised User activates the message forwarding function.
- 8.7 All installations, deinstallations, reinstallations and repairs are to be performed at a Ctrack branch or authorised fitment centre during normal business hours (Monday to Friday 08:00 to 17:00). Where the Customer requests that any of these services be performed at an alternative location a call out fee will be payable. Any work undertaken outside normal business hours shall be subject to additional overtime charges.
- 8.8 Should the Customer not collect the Vehicle from the scene of an Occurrence the Customer hereby authorises Ctrack to have the Vehicle towed from the scene at the Customer's own risk. All costs arising from the towing and any subsequent storage will be for the Customer's account.
- 8.9 If the Customer has subscribed to any third-party value-added services, the terms and conditions of use are available on request.
- 8.10 All additional charges shall be payable by the Customer in terms of Ctrack's standard pricelist for any goods and services rendered and charged by Ctrack to its usual customers, which pricelist is obtainable upon a written request.
- 8.11 Where the third-party Cash Finance option has been selected, an additional document fee will be charged.

9. CESSION AND DELEGATION

- 9.1 The Customer may not delegate cede and/or in any other way deal with the Product and/or this Agreement without Ctrack's 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

- 10.1 The Customer acknowledges that the Product will only function in the Territory where a GSM Network of the GSM Network 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 Network subscription and the SIM card shall always vest in Ctrack and/or the GSM Network service provider.
- 11.2 Products sold to the Customer remain the property of Ctrack, until paid for in full.
- 11.3 If the Customer has selected a rental option ownership of the Product will remain with Ctrack and nothing in this Agreement shall be construed as conferring any right, title or interest in the Product on the Customer during or after the Fixed Period.

12. BREACH

- 12.1 If the Customer fails to pay any amount due in terms of this Agreement, or is in breach of any other term of this Agreement and after having received notice thereof from Ctrack, and thereafter failing to remedy the breach within 7 (SEVEN) days thereof, then and in that event Ctrack shall be entitled to:
- 12.1.1 immediately institute action against the Customer, and to claim the full balance outstanding in respect of any amount with which the Customer's 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 Period, or
 - 12.1.2 cancel the Agreement and immediately terminate the Services and take possession of any goods delivered to the Customer and claim any damages suffered.
- 12.2 These remedies are without prejudice to any other right Ctrack may be entitled to in terms of this Agreement, or in Law.
- 12.3 Any order for purchase of the Product is also subject to cancellation by Ctrack if the Customer breaches any material term of this Agreement or makes any attempt of compromise, liquidation, sequestration, termination or judgment or applies, in terms

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of Section 129 of the Companies Act 2008, for business rescue proceedings.

13. SOFTWARE

- 13.1 When accessing Ctrack's web application, the Customer will be required to accept the applicable terms and conditions of use. All software is licensed by Ctrack, and its use is governed by Ctrack's Software Licence Agreement. Any additional software features or requirements will be quoted for separately.

14. COOLING OFF

- 14.1 If the Customer is a natural person or a juristic person whose asset value or annual turnover at the Commencement Date, is below the threshold set by the Minister in terms of Section 6 of the CPA, and this Agreement resulted from direct marketing as defined in the CPA, the Customer may cancel this Agreement without reason or penalty, by giving Ctrack written notice within 5 (FIVE) days after the later of the date this Agreement was signed; or the date the Product was installed.
- 14.2 If the Agreement is cancelled in accordance with this clause 14 Ctrack will refund any payment received in terms of the transaction within 15 (FIFTEEN) business days after receiving the Customer's cancellation notice or within 15 (FIFTEEN) business days from the de-installation of the Product if already installed.

15. INSPECTION OF GOODS

- 15.1 The Customer has agreed to purchase the Product and/or have it installed based solely on its description and acknowledges that the Product materially corresponds to the stated description and/or sample.

16. CREDIT ASSESSMENT

- 16.1 The Customer acknowledges that Ctrack has assessed the Customer's understanding of the costs and risks associated with this Agreement; the Customer's debt repayment history as well as the Customer's current financial means, prospects and obligations.
- 16.2 Based on the information and representations provided by the Customer, Ctrack is satisfied that the Customer can meet its financial obligations under this Agreement and that it understands the associated costs and risks. The Customer acknowledges that Ctrack has entered into this Agreement on the strength of the financial representations made by the Customer.

17. GENERAL

- 17.1 This Agreement contains the entire agreement between the Parties and supersedes all prior versions of the terms and conditions. It shall apply to all current and future orders placed by the Customer, unless and until the Parties execute a separate written agreement or a subsequent version of these terms and conditions is signed by the Customer. Neither party shall be bound by any undertakings, representations, warranties, promises and the like not expressly provided herein. No alteration or addition to this Agreement shall be valid unless reduced to writing and signed by both Parties.
- 17.2 Any document shall be deemed duly presented to and accepted by the Customer: within 5 (FIVE) days of prepaid registered mail being posted to the Customer's address as specified in the Application; or upon being delivered by hand to the Customer or any director, member or owner of the Customer; or within 48 (FOURTY EIGHT) hours if sent by overnight courier; or within 7 (SEVEN) days of being sent by surface mail; or within 24 (TWENTY-FOUR) hours of being e-mailed to any e-mail address provided by the Customer or sent via SMS.
- 17.3 The Customer has chosen the address in the Application as its chosen address for receiving notices, legal process, or similar documents. Any document delivered, sent or served at this address will be deemed to have been received and accepted by the Customer. If the Customer, wishes to change this address, the Customer must notify Ctrack in writing and provide Ctrack with a new physical address. Until such notice with a new physical address is received by Ctrack the original address shall remain the Customer's chosen address.
- 17.4 The Customer voluntarily consents to the processing, storage and use by Ctrack of the personal information provided for the purpose of processing the Application and supporting documentation; providing the Services or any new products; and establishing the Customer's credit rating. The Customer consents to Ctrack obtaining a bank code, conducting credit enquiries with any registered credit bureau and disclosing the Customer's personal information including payment history to credit control companies, banks and other institutions involved in credit rating. Ctrack will not be liable for any disclosure made in good faith to such third parties and no further specific consent shall be required for such disclosures. The Customer acknowledges and agrees that the collection, use, storage and disclosure of personal information will be governed by Ctrack's Privacy Policy, available at <https://ctrack.com/privacy-policy/>.
- 17.5 Any order for purchase of the Product is subject to cancellation by Ctrack due to acts of God or any circumstance beyond Ctrack's 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.
- 17.6 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 this Agreement shall nevertheless remain binding and continue to be of full force and effect upon the Parties.
- 17.7 In terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, the Customer hereby consents 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 the Customer by Ctrack in terms of this Agreement. The Customer agrees, however, that it shall be entirely within Ctrack's discretion whether to proceed with any legal action or steps in such Magistrate's Court or in any other superior court having jurisdiction.
- 17.8 All legal fees incurred by Ctrack in enforcing the provisions of this Agreement by way of Court proceedings shall be on an attorney and own client scale.
- 17.9 The Parties agree that electronic signatures shall have the same force and effect as handwritten signatures for all purposes under this Agreement.
- ### 18. SURETYSHIP
- 18.1 By my signature hereto, I hereby jointly and severally bind myself to the company or person on whose behalf I sign as surety 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 Ctrack of all debts and obligations of whatsoever nature and howsoever arising, including the payment to Ctrack 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 Ctrack 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 Ctrack against me with the meaning, force and effect of which I declare myself to be fully acquainted. I furthermore agree that Ctrack 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 Ctrack, 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.

		ACCEPTANCE HEREOF SIGNED BY OR ON BEHALF OF THE CUSTOMER.
Full Name of Signatory and Designation	Date	