

SUBSCRIBER AGREEMENT FOR TRACKNETICS INDIVIDUAL
SUBSCRIBER-RENTAL OR PURCHASE OPTION

1. PARTIES TO THIS AGREEMENT

- 1.1 TrackNetics –who will provide vehicle tracking Equipment and TrackNetics Service to the Subscriber
- 1.2 The customer or subscriber – who agrees to the installation of a tracking unit and use of the related services provided by TrackNetics as set out in this agreement by signing this Contract or agreeing to the service on a “voice logging “call.

2. DEFINITION AND INTERPRETATION

The words and phrases stated below will be used throughout the Contract. When reading the Contract, the word or phrase must be given the meaning set out next to it.

Words referring to the single form will include the plural form and words referring to the one gender will include the other gender.

- 2.1 **“Us, we”**: means TrackNetics, a South African company bearing the registration number 2012/198946/07 with its registered offices at 5A Litho House, Dover Street, Ferndale, Randburg and includes its Employees, agents and contractors as well as any and all of its business division including but not limited to TrackNetics fleet Solutions
 - “You, yours, Subscriber or customer”**: means the customer or subscriber whose details are specifically set out in the Application Schedule
 - “Legal use of Service”**: means using the service if vehicle was stolen on hijacked.
 - “The Unit or Equipment”**: means the TrackNetics tracking device and SIM card installed by TrackNetics in the customer or subscriber’s vehicle
 - “Application Schedule or Contract”**: means the form in terms of which Subscriber or Customers identity is set out and details of the services to be supplied by TrackNetics for an agreed fee payable by the Subscriber or Customer.
 - “SAPS”**: means the South African Police Services.
 - “Vehicle”**: means your motor vehicle as specified on your application.
 - “Effective Date”** means the date when the Equipment is installed into the Vehicle;
 - “Information”** means any information relating to the Subscriber which has been provided to TrackNetics by the Subscriber as well as any information transmitted by the Equipment, which includes but is not limited to the location of the Vehicle, the driving behavior of the Subscriber and if the Vehicle is involved in an accident”

“Initial Period” means the period of the Contract, as stated under the Application Schedule;

“TrackNetics Control Centre” means the TrackNetics center where signals from the Equipment can be monitored and acted upon by TrackNetics or any Third party contracted by TrackNetics.

“TrackNetics Fitment Centre” means a TrackNetics Fitment Centre or an independent entity that has been authorized and approved by TrackNetics to install the Equipment on behalf of TrackNetics into the vehicle in term of the application Schedule;

“TrackNetics Service” means the Equipment and various services provided by TrackNetics in terms of the Contract which includes the response, tracking and an attempt to recover any reported or suspected stolen or hijacked Vehicle;

“TrackNetics User Manual” means the user guide, training materials and related documents provided to the Subscriber, which states how the TrackNetics Service operated;

“Network Service Provider” means the service provider who provides the GSM Network;

“Parties” means both the Subscriber and TrackNetics collectively and **“Party”** means either the Subscriber or TrackNetics;

“Territory”: means the country is South Africa and others if stated in the TrackNetics User Manual where the TrackNetics Service is available, which may be amended at TrackNetics sole discretion from time to time by written notice to the Consumer;

- 2.2 The provision of this Contract will take precedence over any conflicting provision found under the TrackNetics User Manual, Application Schedule or any other applicable document which may be provided to the Subscriber from time to time.

3 COOLING OFF PERIOD

- 3.1 The cooling off period applies only if the contract was concluded as a result of direct marketing.
- 3.2 The Subscriber may rescind this agreement within 5 (five) working days after concluding this contract by giving TrackNetics written notice to that effect. If the Subscriber cancels this agreement after installation of the unit the Subscriber will be liable for the costs of installation and removal of the unit from the said vehicle.

4 COMMENCEMENT OF THE AGREEMENT

- 4.1 This agreement will start upon the installation of the unit in Subscriber or customer’s vehicle.
- 4.2 If a unit is already installed in Subscribers vehicle the agreement will start upon receipt of application form or

upon telephonic confirmation when application is made telephonically.

- 4.3 The installation of the unit in Subscribers vehicle also means acceptance to the terms and conditions of this agreement.

5 DURATION OF THE CONTRACT

5.1 Agreement on Rental:

This agreement is concluded for a period of 36 (thirty-six) months. After the 36 (thirty-six) months initial period, the agreement will continue indefinitely until either party cancels the agreement by giving the other party 1 (one) calendar month's written notice.

5.2 Agreement on Purchase:

This agreement is concluded on a month to month basis and the Subscriber may cancel this agreement by giving us 1 (one) calendar months written notice.

6 OWNERSHIP OF THE UNIT

6.1 Agreement of Rental:

Ownership of the unit shall vest in us until the 36 (thirty-six) months have passed, or you have paid for the unit in full, after which you will become the owner of the unit. Prior to the official cancellation of the contract after the expiry of the first 36 (thirty-six) months you will continue to be liable to us for the monthly rental subscription.

6.2 Agreement of Purchase:

Ownership of the unit shall vest in you upon making payment to us of the full purchase price of the unit.

7 AGREEMENTS TO PROVIDE THE TRACKNETICS SERVICE

- 7.1 The Subscriber has agreed to contract with TrackNetics for the TrackNetics Service and TrackNetics has agreed to provide the TrackNetics Service to the Subscriber on the terms set out in this Contract.

- 7.2 Where the Subscriber has entered into a Voice-logged Contract, the Subscriber agrees that terms of this Contract will apply in all respects to the TrackNetics Service which the Subscriber telephonically requested and which TrackNetics agreed to provide to the Subscriber.

8 SUBSTITUTE VEHICLE AND ADDITIONAL VEHICLES

- 8.1 The Subscriber may at any time add on a vehicle or substitute another vehicle for the Vehicle in respect of which the TrackNetics Service is being provided, in the manner directed by TrackNetics.
- 8.2 The terms set out in this Contract will apply in all respects to the TrackNetics Service in respect of any new or substituted Vehicle.

9. INSTALLATION OF THE UNIT:

- 9.1 The time and place of installation of the unit into Subscriber or Customers vehicle will be agreed upon between the parties.
- 9.2 Failure to make the vehicle available for the installation of the unit at the agreed time and place, Subscriber or Customer can be charged a no-show fee, applicable to when installation to be made on 3rd party premises, away from TrackNetics Installation Centre
- 9.3 TrackNetics may charge a call-out fee if the unit is not installed at one of our fitment centres.

10 THE TRACKNETICS SERVICE, EQUIPMENT AND WARRANTIES

- 10.1 TrackNetics will provide the Subscriber with the TrackNetics Service for the duration of the Contract, provided that the Subscriber complies with its obligations under the Contract.
- 10.2 On conclusion of the Contract, The Subscriber will present the Vehicle for the de-installation of the Equipment at a TrackNetics Fitment Centre or alternatively at such place as pre- arranged with TrackNetics.
- 10.3 TrackNetics will only be obliged to provide the TrackNetics Service for Equipment which has been provided and installed in the vehicle by a TrackNetics Fitment Centre or by an authorised independent Fitment Centre
- 10.4 Although the Contract will commence on the effective Date, the Subscriber accept that the TrackNetics Service cannot be provided by TrackNetics or used by the Subscriber unless the Equipment is properly installed in the Vehicle, is programmed, enabled and is functioning according to TrackNetics specification.
- 10.5 If the Equipment Is purchased from TrackNetics, ownership and risk of any loss or damage, in the Equipment will pass to the Subscriber on the Effective Date.
- 10.6 If the Equipment is rented from TrackNetics, ownership in the Equipment will stay with TrackNetics but the risk of loss or damage in the Equipment will pass to the Subscriber on the Effective Date.
- 10.7 The Subscriber agrees to use the Equipment and the TrackNetics Service in accordance with the TrackNetics User Manual and other literature provided by TrackNetics and have the unit tested from time to time to ensure that the Equipment is working properly at all times and is free from any malfunction
- 10.8 THE SUBSCRIBER MUST HAVE THE EQUIPMENT TESTED BY THE TRACKNETICS CONTROL CENTRE, AT LEAST EVERY 6 (SIX) MONTHS AND IF THE VEHICLE HAS BEEN INVOLVED IN AN ACCIDENT, HAS UNDERGONE REPAIRS OR A MECHANICAL SERVICE OR PANEL BEATING. Testing must be done by prior arrangement with TrackNetics and is at no cost to the Subscriber subject to a maximum

- of 5 (five) free tests per year. Any additional tests will be at the Subscriber's own cost and expense as per TrackNetics standard rates applicable from time to time and available on request
- 10.9 TRACKNETICS WILL BE RELIEVED OF ITS OBLIGATION TO PROVIDE THE TRACKNETICS SERVICE AT ANY TIME IF THE EQUIPMENT IS NOT FUNCTIONING PROPERLY- whether under warranty or not, and the Subscriber has failed to have the Equipment tested as per its obligation under clause 10.8 or has not made any attempt to have the Equipment repaired by an authorized TrackNetics Fitment Centre, the Subscriber will still be liable to pay the TrackNetics Service fee.
- 10.10 A full warranty over defective units of 12 (twelve) months from the date of installation of the unit will apply where the unit fails, for the full duration of the Initial Period and where the Equipment is purchased for Cash by the Subscriber the Equipment will carry a 12 (twelve) month warranty from the effective Date.
- 10.11 The warranty will not apply if:
- 10.11.1 The Equipment is tampered with, altered, modified, misused or is damaged as a result of a collision, water or any other cause beyond TrackNetics control, including fair wear and tear, then the warranty set out under clause 10.7 will not apply and TrackNetics will have not have any obligation to repair or replace the Equipment or provide the TrackNetics Service, or refund to the Subscriber any the payments made in terms of the agreement
The Subscriber agrees not to alter or modify the Equipment under any circumstances.
- 10.11.2 The faults are reported after 12 (twelve) months from the date of installation and the Subscriber will be liable if the claim falls outside of the warranty period or in any events referred in clause 10.8.1
- 10.12 In the event of a fault having been reported, the Subscriber undertakes to make the vehicle available to repair the unit at an agreed time and place. Failure to present the vehicle at the agreed time and place the Subscriber will be charged a no-show fee.
- 10.13 Any Maintenance or repairs which are required in terms of the TrackNetics warranty will be carried out by a TrackNetics Fitment Centre at no cost to the Subscriber provided that the unit still falls in the Initial period as described in clause 5.1
- 10.14 The Subscriber will notify the TrackNetics Control Centre immediately should the Equipment be accidentally activated. The Subscriber accepts responsibility for all consequences of any accidental activation of the Equipment, which may include a response by the Police or response team and a subsequent wrongful arrest of the Subscriber or any third party. THE SUBSCRIBER AGREES TO HOLD TRACKNETICS LIABLE FOR, AND INDEMNIFIES TRACKNETICS AGAINST ANY CLAIMS FOR DAMAGES THAT MAY BE BROUGHT BY ANY PARTY AS A RESULT OF ANY ACCIDENTAL ACTIVATION OF THE EQUIPMENT.
- 10.15 Subject to clause 12. the TrackNetics Service will be provided in the Territory. TrackNetics is not obliged to render the TrackNetics Service outside the Territory.
- 10.16 It is recorded that TrackNetics may at any time change the Network Service Provider who provides the GSM Service or use facilities other than a GSM Service to provide the TrackNetics Service provided that TrackNetics obligations to the Subscriber as provided under the Contract will not be affected.
- 11. TRACKING YOUR VEHICLE**
- 11.1 The Subscriber accepts that the TrackNetics Service is intended to reduce the risk of loss if the Subscriber's Vehicle is stolen or hijacked, but that the location and recovery of the Vehicle is not guaranteed and this service should only be used in the event of the vehicle being stolen or hijacked
- 11.2 UNLESS PROHIBITED BY LAW, THE SUBSCRIBER AGREES NOT TO HOLD TRACKNETICS LIABLE FOR ANY LOSS OR DAMAGE CAUSED TO THE SUBSCRIBER ARISING FROM THE TRACKNETICS SERVICE, AND OR TRACKNETICS NOT BEING ABLE TO PERFORM THE TRACKNETICS SERVICE FOR ANY REASON, INCLUDING TRACKNETICS NEGLIGENCE, OR DUE TO ANY MALFUNCTION OF THE EQUIPMENT AND OR THE NETWORK.
- 11.3 In the event that TrackNetics is unable to recover or locate the Subscribers stolen or hijacked vehicle this agreement will cease on the 1st day of the month following the date that the vehicle was stolen or hijacked.
- 11.4 Tracking of vehicle is limited to be within the confines of the borders of South Africa, If and when vehicle is voluntarily driven beyond the borders of South Africa the service provided by TrackNetics will cease temporarily for the period for which the vehicle remains beyond the borders and this does not absolve the Subscriber of any of his obligations to pay for the TrackNetics service
- 11.5 All costs incurred by TrackNetics in locating the Subscribers vehicle will be charged for, should the service be used for any reason other than that stipulated in this agreement
- 12 TRACKNETICS COSTS AND FEES**
- 12.1 The Fees for the TrackNetics Service will include the following:
- 12.1.1 Where the Equipment is purchased by the Subscriber, the once off purchase price of the Equipment;
- 12.1.2 Where the Equipment is rented by the Subscriber, the monthly rental fee in respect of the Equipment;
- 12.1.3 The monthly service fee for the TrackNetics Service

- 12.1.4 Where a Vehicle has been added on or substituted for the existing Vehicle, a fee for installation or removal of the Equipment might apply as the case may be.
- 12.2 In the event of the Effective Date not falling on the first day of the month, the Subscriber will pay a pro-rata amount for the TrackNetics Service in respect of that period, calculated on a daily basis from the Effective Date and the Subscriber will not be billed for the period prior to the Effective Date.
- 12.3 Notwithstanding anything to the contrary in this clause, the fees stated in clause 14 as applicable, for the first 2 (two) months of the Contract (pro-rata where applicable) will be paid on the Effective Date, in the manner directed by TrackNetics.
- 12.4 The Subscriber has elected to subscribe for the Service, which is provided over the GSM Network Service Provider's network, the Subscriber will, in addition pay a fee for the GSM Service, in accordance with the tariff package set out under the Application Schedule as well as the costs of SMS messages, voice calls, data messages, and any other related expenses, notwithstanding that the SIM card may, through no fault of the Subscriber, have been lost and fraudulently used by a third party.
- 12.5 The fees will be set out in a monthly VAT invoice which will be provided to the Subscriber on a monthly basis by either sending it to a nominated postal address or e-mail address
- 12.6 All fees will be paid by way of debit order in favour of TrackNetics, free of bank charges or in any other manner, approved by TrackNetics, monthly in advance on or before the 7th (seventh) day of each calendar month or such date as specified in the debit order authorization contained in the Application Schedule.
- 12.7 Should any debit order be returned unpaid or dishonoured for any reason, the Subscriber authorized TrackNetics to submit additional debit orders as may be necessary for the full outstanding balance including any arrears amounts and an unpaid penalty fee of R60.00.
- 12.8 TrackNetics will have the right to increase the TrackNetics Service fee and charges on an annual basis, provided that such increase is reasonable and that it provides the Subscriber with at least 1 (one) month's prior written notice of such increase, failure to do so, the Subscriber will be entitled to cancel this Contract as permitted in terms of clause 6.
- 12.9 In the event of a signal from the Equipment, or at the Subscriber's request to TrackNetics to render any service not required of it in terms of this Contract, the Subscriber agrees that it will pay TrackNetics an amount determined in accordance with TrackNetics standard fees applicable from time to time, for such service rendered.
- 12.10 The Subscriber will not be allowed to withhold payment of any fees or other amounts due to TrackNetics where the Equipment is not functioning properly for any reason. Where this is the case, the Subscriber must immediately inform TrackNetics and make the necessary arrangements with TrackNetics for the Equipment to be repaired by a TrackNetics Fitment Centre.
- 12.11 Failure by the Subscriber to pay to TrackNetics any amount owing in terms of this Contract, TrackNetics will have the right to suspend the TrackNetics Service and will give the Subscriber 20 (twenty) Business days to make payment of all outstanding amounts. Should TrackNetics not receive payment as requested in the notice, TrackNetics will have the right to list the client for contractual default and as a bad payer with the Credit Bureau and further terminate the Contract and hand the outstanding account to an attorney or debt collector for recovery.
- 12.12 During any period of suspension or disconnection, TrackNetics reserves the right to refuse to release the SIM card to the Subscriber or to any other Party.
- 12.13 Where any 3rd party pays the TrackNetics Service Fee to TrackNetics on behalf of the Subscriber (i.e. the Subscriber's insurance company or employer), THE SUBSCRIBER AUTHORISES TRACKNETICS IN THE EVENT OF ANY DEFAULT OF PAYMENT, CANCELLATION OF THE INSURANCE POLICY OR TERMINATION OF EMPLOYMENT CONTRACT, TO DEBIT THE SUBSCRIBERS BANK ACCOUNT DIRECTLY WITH THE MONTHLY FEES AT THE NORMAL RETAIL RATE.
- 13 PAYMENT & COST OF OUR SERVICE**
- 13.1 RENTAL AGREEMENT:**
- 13.1.1 TrackNetics Smart Tracking Unit:**
- 13.1.1.1 A fee of R59.00 (Fifty-Nine Rand) for the rental of the unit is payable monthly in advance for 36 months as from the date of commencement of the agreement. After the 36-month period the unit will become the property of the Subscriber; **plus**
- 13.1.1.2 A subscription fee of R40.00 (Forty Rand) per month, payable monthly in advance until our services have been terminated in accordance with the terms of this agreement;
- 13.2 TrackNetics Smart Plus Tracking Unit:**
- 13.2.1 A fee of R129.00 (One Hundred and Twenty-Nine Rand) for the rental of the unit is payable monthly in advance for 36 months as from the Effective Date of the agreement. After the 36-month period the unit will become yours; **plus**
- 13.2.2 A subscription fee of R40.00 (Forty Rand) per month, payable monthly in advance until our service has been terminated in accordance with the terms of this agreement;

13.3 TrackNetics Ultra Tracking Unit:

- 13.3.1 A fee of R160.00 (One Hundred and Sixty Rand) for the rental of the unit is payable monthly in advance for 36 months as from the Effective Date of the agreement. After the 36-month period the unit will become yours;
plus
- 13.3.2 A subscription fee of R99.00 (One hundred and sixty nine Rand) per month, payable monthly in advance until our service has been terminated in accordance with the terms of this agreement;
- 13.3.3 The Subscriber agrees to sign a debit order for the said monthly payment and all other charges that may be payable in terms of this agreement.
- 13.3.4 The Subscriber gives TrackNetics permission to collect all amounts that is owed to TrackNetics in terms of this agreement from the Subscribers bank account on the 1st day of every month.
- 13.3.5 If any debit orders are returned as “unpaid” TrackNetics may collect the monies owing to TrackNetics in any other manner as we may choose.
- 13.3.6 The Subscriber will immediately inform TrackNetics if banking details change and provide TrackNetics with its new banking details.
- 13.3.7 Should the Subscriber report the vehicle as being hijacked or stolen whilst knowing that that is not the case or whilst the Subscriber could reasonably have known that that is not the case, **the Subscriber will be liable for all costs that TrackNetics has incurred to locate or recover the vehicle.**

14 PURCHASE AGREEMENT:

14.1 TrackNetics Smart Tracking Unit:

- 14.1.1 A purchase price for the Basic Tracking unit of **R3 200.00 excluding VAT** (Three Thousand Two Hundred Rand) will apply, of which the full amount is payable prior to the installation of the unit into your vehicle;
plus
- 14.1.2 A subscription fee of R99.00 **excluding VAT** (Ninety-Nine Rand) per month, payable monthly in advance until our services have been terminated in accordance with the terms of this agreement.

14.2 TrackNetics Smart Plus Tracking Unit:

- 14.2.1 The purchase price of the advance track unit is R3 200.00 **excluding VAT** (Three Thousand Two Hundred Rand), of which the full amount is payable to the installation of the unit into your vehicle
plus
- 14.2.2 A subscription fee of R169.00 (One Hundred and Sixty-nine Rand) per month, payable monthly in advance until our services have been terminated in accordance with the terms of this agreement.

14.2 TrackNetics Ultra Tracking Unit:

- 14.2.1 The purchase price of the advance track unit is R3 200.00 **excluding VAT** (Three Thousand Two Hundred Rand), of which the full amount is payable to the installation of the unit into your vehicle
plus
- 14.2.2 A subscription fee of R259.00 (Two Hundred and Fifty-nine Rand) per month, payable monthly in advance until our services have been terminated in accordance with the terms of this agreement.
- 14.2.3 The Subscriber agrees to sign a debit order for the said monthly payment and all other charges that may be payable in terms of this agreement.
- 14.2.4 The Subscriber gives TrackNetics permission to collect all amounts that is due to TrackNetics in terms of this agreement from his bank account on the specified day of every month.
- 14.2.5 If any debit orders are returned as “unpaid” we may collect the monies owed to TrackNetics in any other manner as we may choose.
- 14.2.6 The Subscriber will immediately inform us of any changes in banking details changes and provide us with the new banking details.
- 14.2.7 Should the Subscriber report the vehicle as being hijacked or stolen whilst knowing that that is not the case or whilst the Subscriber could reasonably have known that is not the case, **the Subscriber will be liable for all costs that TrackNetics has incurred to locate or recover the vehicle`**

15 TERMINATION OF AGREEMENT

15.1 Agreement on Rental:

- 15.1.1 This agreement will continue for a 36 (Thirty-Six) month period. After the 36-month period this agreement will become a month to month agreement which may be cancelled in writing by either party with 1 (one) calendar months’ notice.
- 15.1.2 If the Subscribers vehicle is sold during the 36-month period, the Subscriber will remain liable for the payments referred to in clause 13 for the full duration of the said 36 months.
- 15.1.3 If the vehicle is stolen or hijacked and not recovered this agreement will end on the last day of the month in which the vehicle was stolen or hijacked. In such event the Subscriber will no longer be liable for the R40.00 monthly subscription fees **but the monthly rental fee will still apply until the expiry of the 36-month period.**
- 15.1.4 If, the Subscriber is in breach of any of the terms of this agreement, we will give the Subscriber 14 (fourteen) days’ notice to remedy the breach, failing which TrackNetics may cancel the agreement. In such case payment of the remaining period of the 36 months shall become immediately due and payable as a genuine pre-

estimate of damages. TrackNetics shall however be able to exercise any rights that we may have in law.

- 15.1.5 In the event that TrackNetics is in breach of any of the terms of this agreement the Subscriber may give TrackNetics 14 (fourteen) days written notice to remedy the breach after which the Subscriber may cancel this agreement in writing.
- 15.1.6 The Subscriber may cancel this agreement at any time by giving TrackNetics 20 (twenty) business days' notice in writing in which event the Subscriber will be liable for the payment of the unit i.e. the amount payable in respect of the balance of the rental period.

15.2 Agreement on purchase:

- 15.2.1 This agreement will continue on a month to month basis and may be cancelled by either party giving the other party 1 (one) calendar's month notice.
- 15.2.2 If the Subscriber is in breach of any of the terms of this agreement, TrackNetics will give the Subscriber 14 (fourteen) day's written notice to remedy the breach, failing which TrackNetics may cancel the agreement.
- 15.2.3 In the event that TrackNetics is in breach of any of the terms of this agreement the Subscriber may give TrackNetics 14 (fourteen) day's written notice to remedy the breach after which the Subscriber may cancel this agreement in writing.

16 INTERRUPTION OF SERVICES

- 16.1 The TrackNetics services may be interrupted or delayed due to inter alia the following reasons:
- 16.1.1 If TrackNetics is required by government or court order to stop its services;
- 16.1.2 If there is a fault in the unit which TrackNetics has informed the Subscriber of and which has not been repaired yet;
- 16.1.3 Due to strikes or industrial action;
- 16.1.4 If the TrackNetics communications network or service provider fails or refuses to make their network services available to TrackNetics;
- 16.1.5 Due to technical failures beyond the control of TrackNetics;
- 16.1.6 Due to any other circumstances beyond the control of TrackNetics.
- 16.2 If the TrackNetics services are delayed or interrupted for any of the above reasons:
- 16.2.1 The Subscriber will continue to pay the monthly fees;
- 16.2.2 No refund of any fees will be paid to the Subscriber;
- 16.2.3 TrackNetics will not be able to locate or recover the Subscribers stolen or hijacked vehicle;
Unless such interruption of services are due to gross negligence on TrackNetics side
- 16.3 If the interrupted or delayed services are not restored within 30 (thirty) days of TrackNetics informing the Subscriber in writing of the problem, then and in that

event the Subscriber may cancel this agreement by giving TrackNetics written notice to that effect.

17 SUBSCRIBERS DUTIES WHEN SUBSCRIBERS VEHICLE IS STOLEN OR HIJACKED

- 17.1 The Subscriber undertakes to do the following if the vehicle is stolen or hijacked:
- 17.1.1 Report the incident to TrackNetics as soon as possible;
- 17.1.2 Report the incident to the SAPS as soon as possible;
- 17.1.3 Provide TrackNetics with all information requested;
- 17.1.4 Give any assistance that TrackNetics or an appointed representative may ask for;
- 17.1.5 Follow all instructions given by TrackNetics;
- 17.2 Should the Subscriber fail to adhere to the above, TrackNetics will not be obliged to attempt to locate or recover the said vehicle and TrackNetics shall not be liable to the Subscriber for any loss or damages suffered by the Subscriber.

18 WHEN THE VEHICLE IS FOUND

- 18.1 TrackNetics will inform the Subscriber if the vehicle is found;
- 18.2 The Subscriber will inform TrackNetics if the Subscriber or the police finds the vehicle;
- 18.3 The Subscriber will arrange for the return of the vehicle to the Subscriber after the said vehicle has been processed and released by the SAPS.

19 CREDIT INFORMATION AND ENQUIRIES

- The Subscriber agrees that:
- 19.1 TrackNetics may do credit enquiries at any credit bureau on the Subscribers behalf;
- 19.2 TrackNetics may share and report any default payment to the national credit bureaus;
- 19.3 The credit bureaus may share the Subscribers information as allowed by the National Credit Act 34 of 1905

20 INTELLECTUAL PROPERTY RIGHTS

- 20.1 TrackNetics will at all times remain the owners of all intellectual property rights which TrackNetics may use at all times;
- 20.2 At no time, even after the Subscriber may become the owner of the unit will the Subscriber own any of the intellectual property rights.

21 CHANGES OF SERVICES

- TrackNetics may change and or add to the services at any time without the Subscribers consent by giving written notice thereof.

22. PERSONAL INFORMATION

- 22.1 In order for TrackNetics to be able to render services to the Subscriber, the Subscriber will agree to furnish TrackNetics with any personal information as required;
- 22.2 If the Subscriber acts in a representative capacity the Subscriber warrants that he is duly authorised to provide TrackNetics with such personal information;
- 22.3 The Subscriber warrants that all personal information and statements made by him are true and correct in all respects;
- 22.4 The Subscriber agrees that TrackNetics may share any personal information such as driver behaviour, locations, usage data and any other data that TrackNetics may obtain from the unit with an agreed Third party and or the SAPS;
- 22.5 The Subscriber undertakes to inform TrackNetics of any changes to the Subscribers personal information.
- 22.6 The above also applies to juristic persons;
- 22.7 TrackNetics may share any personal information relating to the Subscribers payment history and non-payments with the national credit bureaus.

23 NON-VARIATION

The parties acknowledge and agree that:

- 23.1 This agreement constitutes the entire contract between them and no provision, terms, conditions, stipulations, warranties or representations of whatsoever nature, whether expressed or implied have been made by either of the parties except as are recorded herein;
- 23.2 no alteration, variation, amendment or purported consensual cancellation of this agreement or any deletion of any of the terms there from shall be of any force or effect unless reduces to writing and signed by or on behalf of the parties hereto.

24 INDULGENCES

No indulgence or extension given by either party shall be construed to be a waiver or novation of such party's rights in terms of this agreement.

25 FORCE MAJEURE

If TrackNetics is prevented or restricted in any way from carrying out all or any of its obligations under this Contract by reason of force majeure (an event or circumstance beyond the control of the Parties, such as a war, strikes, riot, crime, or an "act of God" such as flooding or an earthquake which prevents on or both Parties from performing their obligations under the Contract), then TrackNetics will be relieved of its obligations to provide the TrackNetics Service during such period of force majeure, and TrackNetics will not be liable for any loss, damage, action or claim which may be brought by the Subscriber or by any other party in consequence of such delay or inability to perform.

26 BREACH AND CONSEQUENCES

- 26.1 Where the Subscriber or its authorized agent, which includes an insurer, employer or bank:
 - 26.1.1 fails to pay any amount under this Contract on due date; or
 - 26.1.2 fails to carry out or perform any of its contractual obligations or breaches any term or conditions of this Contract; or
 - 26.1.3 in TrackNetics reasonable opinion raises false alarms or abuses the TrackNetics Service (referred to as "the breach"); then TrackNetics may immediately suspend the TrackNetics Service and provide the Subscriber with a written notice requiring it to rectify the breach with 20 (twenty) Business Days of the date of such notice.
- 26.2 Where the Subscriber fails to rectify the breach within the 20 (twenty) Business Day period, TrackNetics will thereafter have the right to immediately terminate the Contract, without notice to the Subscriber, which termination shall be without prejudice to any rights which TrackNetics may then have in law, including:
 - 26.2.1 where the Initial Period of the Contract has not expired, the right to claim from the Subscriber an early termination fee reasonably calculated by TrackNetics;
 - 26.2.2 where the Initial Period of the Contract has not expired, the right immediately remove and recover ownership and possession to the Equipment from the Vehicle, at the Subscriber's risk and expense;
 - 26.2.3 the right to demand from the Subscriber, all amounts payable, by the Subscriber to TrackNetics under the Contract; and
 - 26.2.4 the right to claim any other damages from the Subscriber, which it may have incurred in law in consequence of the Subscriber's breach.
- 26.3 Where TrackNetics breaches any material term of the Contract, the Subscriber has the right to send TrackNetics a written notice requiring TrackNetics to rectify the breach within 20 (twenty) Business Days of receipt of such notice.
- 26.4 Where TrackNetics fails to rectify the breach within 20 (twenty) Business Day period, the Subscriber will thereafter have the right to immediately terminate the Contract, on written notice requiring TrackNetics which termination will be without prejudice to any rights which the Subscriber may have in law, including the right to claim damages from TrackNetics which it may have incurred in consequence of TrackNetics breach.
- 26.5 Where the Subscriber cancels the Contract during the Initial Period in terms of clause 12.3, the Subscriber will still be liable to pay TrackNetics an early termination fee and TrackNetics will have the right to immediately remove and recover ownership and possession of the Equipment from the Vehicle.

- 26.6 Where TrackNetics has to remove the Equipment in terms of this clause, the Subscriber will do all such things as may be reasonably necessary to enable TrackNetics to uplift and collect the Equipment from the Vehicle.
- 26.7 Where TrackNetics has to use the services of a debt collector or attorney to successfully enforce any provisions of the Contract then the Subscriber will bear the costs incurred by TrackNetics, including legal fees, on an attorney and client basis.

27 GENERAL

- 27.1 This Contract will be interpreted in accordance with the laws of the Republic of South Africa.
- 27.2 Should any provision of this Contract be declared unlawful whilst the Contract is in force, such provision will be deleted from the Contract and the remaining parts of the Contract will continue to operate.
- 27.3 No change or cancellation of this Contract will be of any force or effect unless such change or cancellation is agreed in writing and signed by both Parties.
- 27.4 Where one of the Parties does not act on a breach of the Contract by the other Party, failure to act will not result in that Party giving up its rights to act upon that breach or another breach, at a later stage.
- 27.5 The Subscriber will not be able to transfer, cede, delegate or assign its rights or obligations in terms of this Contract to another person without the prior written consent of TrackNetics, which consent will not unreasonably be withheld.
- 27.6 TrackNetics will be entitled to transfer, cede, delegate or assign its rights or obligations under this Contract provided that the Subscriber is not reasonably prejudiced in any manner.

I, the Subscriber confirm that I have read this Contract and that I fully understand the terms and conditions and effect of this Contract and that, the terms will be binding on me from the Effective Date.

SIGNED by the Subscriber at
 _____ on the _____ day of
 _____ 20 _____

Signature.....

Full Names in Print