

## 1. Definitions

- 1.1. "Agreement" - The agreement concluded between the Client and Cartrack in respect of the Product and/or Service outlined in the Subscriber Application Form and any additions to such Subscriber Application Form, which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant Product or Service (as contained in Cartrack's Product brochures), read together with the Subscriber Application Form and any appendices attached.
- 1.2. "Business Day" - Any day other than a Saturday, Sunday or official public holiday in South Africa.
- 1.3. "Cartrack" - Cartrack (Pty) Ltd and any entities appointed by Cartrack to perform the Service and shall include references to the employees, agents, sub-contractors, service providers, suppliers and any independent contractors of Cartrack or such appointed entities.
- 1.4. "Client" - The Party whose details appear on the Subscriber Application Form and who has signed after being requested to read these terms and conditions which will govern the relationship between the Parties.
- 1.5. "Confidential Information" - Information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential.
- 1.6. "Cooling-Off" - Means the right of the Client to rescind the Agreement if it originated from Direct Marketing as referred to in clause 3.6.
- 1.7. "Day; Week; Month" - Calendar day, week or month, respectively.
- 1.8. "Direct Marketing" - means where the Client has been approached by Cartrack in an unsolicited manner as defined in the Consumer Protection Act No 68 of 2008.
- 1.9. "Fee" - The collective fees for providing the Service, either as a minimum term option or as a standard option specified on the Subscriber Application Form and payable monthly in advance by the Client to Cartrack, together with any other bank or administrative charges incurred by Cartrack under this Agreement.
- 1.10. "Recovery Service Provider" - Cartrack's appointed vehicle recovery service provider, which is currently Found (Pty) Ltd (registration number 2008/091491/07) and may change from time to time. The Recovery Service Provider undertakes to deliver a recovery service to the Client in the event of a vehicle being stolen or hijacked.
- 1.11. "Installation Centre" - A centre approved by Cartrack for the installation of a fixed Unit.
- 1.12. "Intermediary" - A third party nominated by the Client.
- 1.13. "Limited Recovery Warranty" - the service warranty offered by the Recovery Service Provider to the Client as indicated on certain Product packages, which warranty is subject to the terms and conditions set out herein and as amended from time to time. All the service warranty risks are solely undertaken by the Recovery Service Provider.
- 1.14. "Loss" - The hijacking and/or theft of a Vehicle, in which event the Client is responsible for immediately notifying Cartrack if the Client has a Unit with SVR.
- 1.15. "Product" - Each Unit and/or the value-added services selected by the Client on the Subscriber Application Form and any additional Products selected and/or added from time to time. Products vary in accordance with technology features.
- 1.16. "The Parties/Party" - Cartrack and the Client; either Cartrack or the Client.
- 1.17. "Price Table" - An indicative price list, available to the Client on request, setting out the ruling retail price for the Service, the Minimum term option amounts, the Products and ancillary charges which may be updated from time to time.
- 1.18. "Purchase Price" - The amount specified as the "Price" on the Subscriber Application Form.
- 1.19. "Roaming Costs" - Any GSM costs incurred when the Unit transmits messages via a GSM network when located outside the Territory.
- 1.20. "Service" - Means the provision by Cartrack to the Client of Fleet Management Services ("FMS") and/or Stolen Vehicle Recovery Services (SVR) through its Recovery Service Provider, as per the Product selected by the Client on the Subscriber Application Form.
- 1.21. "FMS" - Means the provision by Cartrack to the Client of a real-time web-based system whereby the Client is able to position, monitor and obtain reports covering various aspects of driver and vehicle performance. This Service only applies where a GPS fleet management Unit is installed and is limited to the Territory, except if the Product specifically incorporates international data roaming, in which case the roaming data service will be provided in specified countries.
- 1.22. "SVR" - Means the provision of a vehicle recovery service to the Client whereby the Recovery Service Provider conducts the tracking and recovery operations in accordance with Cartrack's standard procedures to secure the Vehicle after receiving notification of a Loss by the Client. This Service is only applicable in the Territory and in countries where Cartrack has an operational branch.
- 1.23. "Subscriber Application Form" - The face of this Agreement and any appendices attached.
- 1.24. "Term" - Where the Client has selected the standard purchase option, from and including the date of each Product installation to 00:00 on the last day of the month; where the Client has selected the minimum term option, from and including the date of each Product installation to 00:00 on the last day of the Minimum term option period stipulated in the Subscriber Application Form, which minimum term option period shall be deemed to be 36 (thirty-six) months from installation.
- 1.25. "Territory" - The Republic of South Africa.
- 1.26. "Unit" - The electronic device and ancillary equipment to be installed in a Vehicle at an Installation Centre, by an authorised Cartrack representative in order for Cartrack to provide the Service.
- 1.27. "Vehicle" - Any Vehicle or other asset of the Client which is the subject of this Agreement and in which a Unit is installed, the details of which appear either on the Subscriber Application Form or any appendix attached.

## 2. The Service

- 2.1. An authorised Cartrack representative at a Cartrack Installation Centre shall install the Unit into the Client's Vehicle/s.
- 2.2. Where the Client has selected a Unit with SVR, with or without FMS, the following shall apply:
  - 2.2.1. The Recovery Service Provider, will respond to each notification of a Loss and do all that it reasonably can to recover the Vehicle. The Client authorises the Recovery Service Provider to recover the Vehicle for the Client and, if necessary, after recovery, to remove the Vehicle from a dangerous location. If the Recovery Service Provider is under obligation, after securing the Vehicle, to deliver it to a relevant authority, the Recovery Service Provider shall do so. The recovery will, unless agreed otherwise by written or verbal notice to the Client, be rendered free of additional charge within the Territory and countries where Cartrack has an operational branch. In the event that the Client requires a cross-border recovery, the Client will be responsible for the repatriation of the Vehicle and the cost thereof;

Date	Initial

- 2.2.2. Neither Cartrack nor The Recovery Service Provider guarantees that the SVR will lead to recovery. The Client acknowledges that the SVR is intended to reduce the risk of Loss, but will not eliminate such risk;
- 2.2.3. The Client shall, immediately or as soon as is practically possible, notify Cartrack of any recovery request unintentionally generated ("false alarm"). The Client will be responsible for any false alarm and understands that such false alarm may lead to the relevant authorities or Cartrack responding thereto and making wrongful arrests. Accordingly, the Client shall be responsible to repay all costs and any expense incurred by Cartrack and hereby indemnifies Cartrack against all claims or damages arising out of a false alarm.
- 2.3. Where the Client has selected a Unit with FMS, with or without SVR, the following shall apply:
- 2.3.1. The FMS features provided by Cartrack to the Client are dependent on and limited to the Product selected by the Client and as indicated on the Subscriber Application Form and in the Product brochures;
- 2.3.2. Secure 24-hour (twenty-four-hour) access to the web-based monitoring and reporting system shall be provided to the Client on the creation of a username and password;
- 2.3.3. User support shall be provided by user manuals and a telephonic or email support desk.
- 2.3.4. Cartrack provides its Clients with a free, 24-hour (twenty-four-hour) Unit testing service.
- 2.4. The Client accepts responsibility for making all reasonable enquiries as to the suitability for purpose of the Unit, the main features of which are disclosed in Product brochures which are available to the Client on request.
- 2.5. The Client shall benefit from ancillary services, including those provided by Cartrack Insurance, the details of which Cartrack will provide from time to time.

### 3. Terms and Conditions

- 3.1. This Agreement shall continue for the Term.
- 3.2. The Client (if the Client is a natural person) may cancel this Agreement in writing or in another recorded manner:
- 3.2.1. Upon the expiry of the Term without penalty or charge, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
- 3.2.2. At any other time, by giving Cartrack notice of 20 (twenty) Business Days, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 3.4.
- 3.3. The Client (if the Client is a juristic person) may cancel this Agreement in writing or in another recorded manner:
- 3.3.1. By giving Cartrack notice of 1 (one) month upon expiry of the Term, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
- 3.3.2. At any other time, by giving Cartrack notice of 1 (one) month, subject to the Client remaining liable to Cartrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 3.4.
- 3.4. Cartrack will impose a reasonable cancellation fee, should the cancellation be before the end of the Term. In this regard, if the Client is a Consumer, as defined by Section 1 of the Consumer Protection Act No 68 of 2008, then the cancellation fee shall be determined by taking into account the cost incurred by Cartrack in the acquisition of the Client, which costs may vary from time to time. Should the Client not fall within the definition of a Consumer, then the cancellation fee shall be equal to the value of the remainder of the Client's contract.
- 3.5. Cartrack may cancel this Agreement 20 (twenty) Business Days after giving written notice to the Client of a material failure (i.e. non-payment or failure to comply with the obligations in terms of this Agreement) by the Client unless the Client has rectified the failure within that time.
- 3.6. Should the Client have concluded the Agreement with Cartrack as a result of Direct Marketing, the Client has the right to enforce its Cooling-Off rights in accordance with the Consumer Protection Act 68 of 2008. In terms thereof, the Client may be entitled to cancel the Agreement within 5 (five) Business Days after the Agreement has been concluded, by written notice to Cartrack. Should the Client exercise his/her Cooling-Off rights, then any payment that has been made to Cartrack in respect of such Agreement will be repaid as follows:
- 3.6.1. Within 15 (fifteen) Business Days if no installation has been completed; or
- 3.6.2. Within 15 (fifteen) Business Days after the return of the Unit to Cartrack if the installation has already taken place.
- 3.7. In the event that the Client finds the Unit defective or not of the standard described, the Client shall return the Vehicle to Cartrack within 10 (ten) Business Days of fitment, at Cartrack's risk and expense, for Cartrack to inspect the Unit installed in the Vehicle. Should the Unit be found to be defective, Cartrack shall, at its discretion, replace the Unit or cancel the Agreement.

### 4. Renewal

- 4.1. Cartrack will, not more than 80 (eighty) days and not less than 40 (forty) days before the expiry of the Minimum term option, notify the Client in writing or any other recordable form of the impending expiry date, including the notice of:
- 4.1.1. Any material changes that will apply if the Agreement is to be renewed or which may apply beyond the expiry of the Term; and
- 4.1.2. Any options available to the Client in terms of clause 4.2.
- 4.2. On the expiry of the Term, it will automatically be continued on a month-to-month basis, subject to the notice periods in clause 3 and any material changes of which Cartrack has given notice (in terms of clause 4.1.1) unless the Client:
- 4.2.1. Directs Cartrack to terminate the Agreement on the expiry date of the Term in terms of clause 3; or
- 4.2.2. Agrees to a renewal of the Agreement for a further period.

### 5. Fees

- 5.1. The Price Table, as contained in the Product brochures and updated from time to time, will be made available to the Client upon the Client's request.
- 5.2. The Client shall pay Cartrack the Fee for the Service as set out in the Subscriber Application Form as revised from time to time as per this clause 5, monthly in advance by debit order on the Client's bank account.
- 5.3. Cartrack reserves the right to debit on the Client's salary date and/or their preferred debit date, as provided by the Client. In the event that either payment date does not fall on a Business Day, the Client hereby agrees that Cartrack may debit the Client's bank account on the preceding Business Day.
- 5.4. In the event that the Client's debit order is returned for any reason whatsoever, Cartrack reserves the right to change the date on which debit orders are processed.
- 5.5. The Client shall pay Cartrack for additional ad-hoc Services such as Roaming Costs within 30 (thirty) days of receipt of an invoice from Cartrack. The Client agrees such costs reflected on an invoice received from Cartrack shall be considered a true reflection of the costs incurred by the Client and the Client shall not withhold payment for any reason whatsoever.
- 5.6. The first Fee and the Purchase Price, if applicable, shall be paid upon installation of the Unit.

Date	Initial

- 5.7. Cartrack will increase the Fee by 10% each year for years 2 (two) and 3 (three) of the Term, thereafter increases shall be at Cartrack's discretion and based on the prevailing Consumer Price Index.
- 5.8. Cartrack shall provide the Client with written notice of not more than 80 (eighty) days nor less than 40 (forty) days before each annual Fee increase stating the increased amount and the effective date.
- 5.9. The Client agrees that the proportion of the Fee which relates to foreign currency input costs, may be subject to change at Cartrack's discretion, based on the foreign exchange rate at any given time and/or any price changes effected by third-party service providers. Accordingly, Cartrack shall provide the Client with 30 (thirty) days written notice of any such changes in the Fee.
- 5.10. All amounts outstanding in terms of this Agreement shall bear interest from the due date until payment at the maximum rate permitted by law.
- 5.11. Where the Fee, by direct or indirect agreement between the Client and the Intermediary, is to be paid to Cartrack by the Intermediary and the Intermediary fails to pay any Fee, the Client will be responsible to pay such Fee and, for the remainder of the Term, to pay by debit order in terms of clause 5.2 any outstanding Fee due and any future Fee due in terms of this Agreement.
- 5.12. Fees for other services shall be charged at prices (VAT inclusive) per the following table subject to escalation from time to time:

Additional Service Charges		
No-show fee on scheduled appointments	R 600	
Lifetime Maintenance Warranty	Monthly subscription fee of R 30 per vehicle – doesn't cover third-party damages	
Out-of-warranty repair cost	A call-out fee of R 600 will be levied, plus the applicable replacement/repair cost of the unit	
Documentation	The emailing of documentation is free of charge, post will be charged at R 20 per document	
De-installation / Re-installation	R 870 labour fee, an additional fee of R 600 will be charged if the unit cannot be uninstalled	
Change of ownership	R 350	
	Standard Option	Minimum term option
Upgrades / Downgrades of any standard products	You will be invoiced according to the difference in the cash price of the product you have switched to, plus a R 350 labour fee	A once-off R 350 labour fee is applicable
Upgrade add-on products: - Driver ID - Driver ID Start Inhibit - Driver ID plus panic button  - Panic Button - CANbus (upon inspection)  - Fuel Monitoring - Any additional Value-Added Services	A once-off fee of R 600 - these add-ons are only applicable to fleet products. Monthly subscriptions are an additional monthly cost	A once-off fee of R 600 - these add-ons are only applicable to fleet products. Monthly subscriptions are an additional monthly cost
Upgrade add-on products: - CANbus fuel monitoring with remote immobilisation	A once-off fee of R 1000. These add-ons are only applicable to fleet products. Monthly subscriptions are an additional monthly cost	A once-off fee of R 1000. These add-ons are only applicable to fleet products. Monthly subscriptions are an additional monthly cost
Early Termination of contract	Where subscriptions have been paid in advance, an administration fee of R 350 will be levied before any refund is made	Consumers will have to pay the balance of the contract or a cancellation fee of R 2650, whichever is the lesser amount. In respect of corporate entities, the balance of the contract will need to be paid

## 6. Hardware and Warranty

- 6.1. The Client will be responsible to use the Unit and the Service in the manner advised by Cartrack and as reflected in Cartrack's Product brochures. The Client shall not, in any way remove, alter or tamper with the Unit.
- 6.2. Subject to the Client complying with clause 6.1, the Unit and the installation thereof carries a 12 (twelve) month warranty. Any maintenance and/or repairs must be carried out at an Installation Centre.
- 6.3. All risk of loss and damage in and to the Unit shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with Cartrack. If this Agreement is terminated in accordance with clause 3 or clause 9, Cartrack may at its expense remove the Unit and the Client shall, within 5 (five) days of receipt of any written or verbal request, deliver the Vehicle to an Installation Centre for such removal.

## 7. Furnishing of Information

- 7.1. The Client confirms the completeness and accuracy of all the information on the Subscriber Application Form or otherwise furnished by or on behalf of the Client to Cartrack.
- 7.2. The Client shall immediately, or as soon as is practically possible notify Cartrack in writing of any changes to the information on the Subscriber Application Form, any material changes relating to the Vehicle, including, inter alia, insurance details, or other information furnished to Cartrack from time to time, by written notice to clientservices@cartrack.co.za or by calling 011 250 3000. The information will be updated within 7 (seven) days of receipt by Cartrack.
- 7.3. The Client has selected the address referred to on the Subscriber Application Form as its selected legal address where all communications from Cartrack and any legally required notices will be delivered for all purposes arising out of this Agreement, provided that the Client shall be entitled to change such legal service address, by written notice to clientservices@cartrack.com or by calling 011 250 3000. The information will be updated within 7 (seven) days of receipt by Cartrack.
- 7.4. The Client consents to Cartrack supplying third parties with its personal information to create value propositions for the benefit of the Client, including, but not limited to the Client's name and contact number, or other information as is reasonably required. The Client may revoke this consent at any time on written request.

Date	Initial

8.

**Client's General Obligation**
- 8.1.

It is the responsibility of the Client to contact the Cartrack control centre for a Unit test to be carried out to ensure the unit is functioning optimally. The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately or as soon as is practically possible report any Unit faults and/or failures to Cartrack in order for Cartrack to provide the Service.
- 8.2.

The Client must ensure that the Cartrack emergency numbers 011 250 3000 are kept handy and contact Cartrack as soon as possible after a Loss.
- 8.3.

The Client holds exclusive responsibility, and Cartrack shall have no liability, for ensuring that the Service complies with all laws regarding the intended use by the Client of the Service herein.
9.

**Default**
- 9.1.

If the Client (or the Intermediary on the Client's behalf), after 7 (seven) days written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the Service, then, for the duration of such default, Cartrack may suspend all of its obligations in terms of this Agreement. Cartrack shall be entitled to recover arrear Fees by debiting the Client's account with the outstanding amount or by any other legal action and cancel the Agreement, charging a reasonable penalty fee for early cancellation.
- 9.2.

Cartrack reserves the right to cancel this Agreement at any time, on 10 (ten) days' written notice to the Client.
10.

**Limited Recovery Warranty**
- 10.1.

The Recovery Service Provider offers a service warranty to the Client in the event of non-recovery. This Limited Recovery Warranty is subject to the Recovery Service Provider's terms and conditions which are attached to this Agreement.
11.

**Disclaimers**
- 11.1.

Cartrack makes no warranty that the Service will capture all events, that remote access and the GSM network will be continuous or uninterrupted, that the fleet management web-based system will be error-free, or that any specific result or outcome will be achieved by utilising the Service, or that the use of the Service by the Client will comply with all applicable laws.
12.

**Warranties and Representations**
- 12.1.

The Client represents and warrants that:
- 12.1.1.

It has the necessary right and authority to enter into this Agreement, is the lawful owner and/ or possessor of the Vehicle, and is therefore permitted to allow Cartrack to provide the Service herein;
- 12.1.2.

In making such disclosure, the Client hereby indemnifies Cartrack from any claim whatsoever which may arise from any third party/ ies against Cartrack in the event that the Client has misrepresented its right and authority.
13.

**Exclusion of Liability**
- 13.1.

**In addition to any other indemnities contained in this Agreement, Cartrack will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by Cartrack, notwithstanding any negligence on the part of Cartrack, provided only that Cartrack is entitled in law to contract out of such liability. In the event that Cartrack is, despite the provisions of this clause, found by a court of law with competent jurisdiction to be liable for any loss or damage to the Client, Cartrack's liability will be limited to the maximum amount of R50 000 (fifty thousand rand).**
14.

**General**
- 14.1.

Cartrack will make every reasonable effort to carry out its obligations under this Agreement, using commercially reasonable efforts conforming to generally accepted industry standards. Where Cartrack is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then Cartrack cannot be held responsible for delay or failure in performance in meeting its obligations.
- 14.2.

By entering into this Agreement, the Client consents to Cartrack processing its personal information, usage data, vehicle positioning, driver behaviour, de-identified data and any other such data sent from the Unit installed in the Client's Vehicle and agrees that such data may be used to train AI models and build products.
- 14.3.

In the event that the Client's Vehicle is fitted with any data transmitting device which is streaming data, the Client, hereby appoints Cartrack as its duly authorised agent to instruct the relevant service provider to also stream the data in real-time to the Cartrack platform.
- 14.4.

For the duration of this Agreement and at all times after its termination, each Party and its employees and agents agree not to disclose any Confidential Information obtained from the other Party to any other person or entity.
- 14.5.

Any other services or value-added products included in the Client's package are subject to these terms and conditions, as read together with the terms and conditions of the applicable product. It is the responsibility of the Client to ensure that they familiarise themselves with the relevant terms and conditions from time to time.
- 14.6.

The Client may not alter the terms of this Agreement without the written consent of Cartrack. Cartrack reserves the right to amend these Terms and Conditions from time to time. Any new version of the Terms and Conditions will be displayed on the Cartrack website (www.cartrack.co.za) together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is the Client's obligation to visit the Cartrack website on a regular basis in order to determine whether any amendments have been made and the effective date thereof.
- 14.7.

Where any number of days or other period is given in this Agreement for the carrying out of the Service or obligations, the days will be calculated excluding the first day and including the last day.
- 14.8.

In the event of Cartrack taking legal action against the Client or the Intermediary for breach of payment under this Agreement, the Client shall be responsible for all costs (on a Client and own attorney scale) allowable by the courts if an award is made in Cartrack's favour.
- 14.9.

The nature and amount of any indebtedness of the Client to Cartrack at any time shall be determined and proved by a document signed by a manager of Cartrack, whose capacity or authority it shall not be necessary to prove. Such certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof that the amount stated therein is due and payable, and will prima facie be valid as a liquid document against the Client in any competent court. If the Client wishes to dispute such certificate or the effects thereof, the burden of proof rests on the Client. Neither Party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
- 14.10.

The laws of the Republic of South Africa will apply to this Agreement and the Parties hereto consent to the jurisdiction of the Magistrates' Court in terms of Section 45 read with Section 28 of the Magistrates' Court Act of 1944 as amended. This Agreement shall further be governed in terms of the law of the Republic of South Africa.

Date	Initial

- 14.11. The laws of the Republic of South Africa will apply to this Agreement and the relevant courts of the Republic of South Africa will have exclusive jurisdiction in relation to the Agreement.
- 14.12. The Client undertakes to provide Cartrack with a 30 (thirty) day written notice in the event that the Client no longer wishes to receive correspondence regarding new Products and value-added services.

## **RECOVERY SERVICE PROVIDER'S LIMITED RECOVERY WARRANTY TERMS & CONDITIONS**

### **1. R150 000 Limited Recovery Warranty ("LRW")**

- 1.1. The Recovery Service Provider undertakes to deliver a recovery service to the Client in the event of a vehicle being stolen or hijacked.
- 1.2. In the event of a non-recovery, the Recovery Service Provider undertakes to pay the Client directly a service warranty, the LRW, subject to the limitations below and the Client's compliance with all their responsibilities and obligations below.
- 1.3. **Process and Payment of the LRW**
- 1.3.1. The amount of the LRW payment shall be R150,000.00 inclusive of VAT but limited to the value of the Vehicle as not to encourage fraud. The value of the Vehicle shall be computed as the average of the trade and retail value of the Vehicle as per the Transunion Auto Dealers Guide as of the month of the theft.
- 1.3.2. The Client hereby authorises the Recovery Service Provider to do whatever investigations it deems necessary to evaluate a claim under this warranty, including liaising with Cartrack and any insurer or a third party to obtain reports in respect of the incident, and to publish the warranty paid out, if any.
- 1.3.3. Payment shall be made by the Recovery Service Provider within 60 (sixty) Business Days of the Recovery Service Provider receiving the claim in a satisfactory manner.
- 1.3.4. Should the Vehicle be recovered after payment by the Recovery Service Provider has been made, then the Client shall be obligated to inform the Recovery Service Provider in writing of such recovery.
- 1.4. **Client's Obligations and Responsibilities in order to qualify for the LRW– The Client is responsible for taking all the following steps:**
- 1.4.1. Comply with the full terms and conditions of the Subscriber Agreement;
- 1.4.2. Report any theft incident to Cartrack without delay and by no later than 6 (six) hours from the time of the theft incident;
- 1.4.3. Report the theft incident to the South African Police Service within 24 (twenty-four) hours and provide Cartrack with the police case number;
- 1.4.4. Contact the Cartrack control room every 3 months, to perform a Unit test, regardless of the status and condition of the Unit and/or any courtesy testing by Cartrack;
- 1.4.5. If notified by Cartrack that the Unit is faulty, the Client must make the Vehicle available for inspection within 3 (three) working days of such notification;
- 1.4.6. Keep the Client and the Client's emergency contact details up to date with Cartrack and ensure there are sufficient emergency contact persons so that at least the Client or one emergency contact receives the call from the control room in the event of an incident;
- 1.4.7. Where the Vehicle has been previously stolen and recovered, the Client must have referred the Vehicle to Cartrack for checking of the installation and revalidation within 5 (five) working days of such recovery;
- 1.4.8. Provide the Recovery Service Provider with all the relevant documentation that it requests to assess a claim;
- 1.4.9. If the Vehicle is insured, provide proof of payment of the insurance claim by the insurer or if the Vehicle is not insured, provide an affidavit attested to by a member of the South African Police Service confirming that the Client's Vehicle is not insured;
- 1.4.10. The Client's Cartrack account must be up to date and in good standing and the Client must have never defaulted on any payment to Cartrack;
- 1.4.11. If the Vehicle is under finance, the Client must have never defaulted on any payment to the financial institution;
- 1.4.12. Ensure the Client understands the limitations and benefits of any arrangement between the Client and their insurer in respect of the LRW;
- 1.4.13. Adhere to the National Road Traffic Act, as amended from time to time;
- 1.4.14. A LRW claim by the Client must be made by the Client in writing to the Recovery Service Provider at recoverywarranty@foundprotector.com within 30 (thirty) days of the theft incident;
- 1.4.15. In the event that Cartrack suspects potential theft and contacts the Client, the Client must confirm the theft incident, in the case of theft;
- 1.4.16. The Client may not furnish Cartrack and/or the Recovery Service Provider with false statements, misrepresentation, contradictory or inaccurate information or otherwise be dishonest in their conduct in respect of the incident or claim;
- 1.4.17. The Client must always co-operate with Cartrack and the Recovery Service Provider in its ability to execute its duties under this Agreement and not fail to accurately identify the stolen Vehicle.
- 1.5. **Limitations - The LRW has the following limitations:**
- 1.5.1. The LRW is limited to R150,000.00 (one hundred and fifty thousand rand) inclusive of VAT, but shall not be more than the value of the Vehicle as not to encourage fraudulent claims;
- 1.5.2. A 60 (sixty) day exclusionary period applies to this LRW during which a Client shall not be entitled to claim within the first 60 (sixty) days of commencement of this LRW, as such, the Client shall only be entitled to claim on or after the 61st (sixty-first) day of commencement of this LRW;
- 1.5.3. Subject to the clause above, the LRW shall be valid for a period of 3 (three) years from date of the initial fitment of the Unit but may be cancelled by the Recovery Service Provider with a 30-day notice to Cartrack;
- 1.5.4. The LRW is limited to Consumers and to specified feature-rich product packages which indicate the service warranty;
- 1.5.5. Should the Client be insured by an insurer or through a broker who has accepted the LRW on behalf of the Client, then the Recovery Service Provider will have no obligation towards the Client in respect of the LRW;
- 1.5.6. The Vehicle must be within the borders of the Republic of South Africa at the time of the theft incident;
- 1.5.7. The Unit must be fully operational at the time of the incident;
- 1.5.8. The Vehicle must not be more than a 5 seater (for example Quantum, Avanza, Hi- Ace Vehicles and the like) and must be used for non-commercial purposes;

Date	Initial



- 1.5.9. Only Vehicles classified as motor vehicles licensed to travel on public roads will qualify for the LRW excluding motorbike, three-wheeler, trailer, mining vehicles, construction vehicles, and mining/ construction equipment;
- 1.5.10. The LRW is a warranty for the recovery service and payable by the Recovery Service Provider in the event that there is not a successful recovery. The LRW does not cover losses and damages as a result of the Vehicle theft incident;
- 1.5.11. The LRW does not apply where a Client already receives a discounted subscription fee from Cartrack;
- 1.5.12. The LRW is excluded where a Vehicle was insured and the insurer rejected the claim;
- 1.5.13. The LRW is excluded where it is established with reasonable probability by the Recovery Service Provider that fraud occurred in relation to the theft incident and/or the LRW claim.

## **2. R5 Million Limited Recovery Warranty**

- 2.1. The Recovery Service Provider undertakes to deliver a recovery service to the Client in the event of a vehicle being stolen or hijacked.
- 2.2. In the event of a non-recovery, for a Vehicle fitted with a Quick Platinum Unit, the Recovery Service Provider undertakes to pay the Client directly a service warranty, up to a maximum amount of R5,000,000 ("Platinum LRW"), subject to the limitations below and the Client's compliance with all their responsibilities and obligations below.
- 2.3. Client's Obligations and Responsibilities in order to qualify for the Platinum LRW – The Client is responsible for taking all the following steps:
- 2.3.1. The Client must comply with all of the obligations and responsibilities set out in clause 1 of the LRW and the responsibilities of this clause 2 of the Platinum LRW.
- 2.3.2. If a Vehicle purchased from a qualifying dealership is pre-fitted with a non-qualifying Unit, the Client must contact Cartrack within 48 (forty-eight) hours from the date of purchase and arrange for the Unit to be upgraded. The Client must make the Vehicle available to Cartrack for the upgrade when requested to do so. The Platinum LRW will only come into effect once the upgrade has been concluded.
- 2.3.3. The Client must download the up-to-date Cartrack mobile application on their smartphone and ensure that the CarWatch application is functional.
- 2.3.4. The Client must ensure that when the Vehicle is not in use, the CarWatch function is activated at all times.
- 2.4. Limitations - The Platinum LRW has the following additional limitations:
- 2.4.1. Only new vehicles and within the first 30 (thirty) days of the initial registration of that vehicle within any jurisdiction, in other words, a brand-new car, who have entered into a Quick Platinum package with Cartrack will be eligible for the Platinum LRW.
- 2.4.2. This Platinum LRW will be invalid if:
- 2.4.2.1. The Client does not have the Quick Platinum package or downgrades to any other package at any time after the purchase of the Vehicle; or
- 2.4.2.2. At the time of Loss, the Client failed to activate CarWatch for any reason whatsoever; or
- 2.4.2.3. Cartrack received a theft alert and the Client or his emergency contact has confirmed that the Vehicle is secure, but the Vehicle has in fact been stolen or is in the process of being stolen; or
- 2.4.2.4. Cartrack received a theft alert and attempted to contact the Client or his emergency contacts and they are uncontactable;
- 2.4.2.5. Any obligation in clauses 1 or 2 are not met and/or a limitation applies.
- 2.4.3. The Platinum LRW is non-transferable between Vehicles or Clients. Any deinstallation and re- installation of the Unit or change of ownership will render the Platinum LRW null and void and the warranty will revert to the LRW as set out in clause 1 of this Agreement, should the Client qualify for such warranty.
3. The Recovery Service Provider reserves the right to amend these terms from time to time and to cancel the Limited Recovery Warranty upon 30 days' notice to Cartrack and the Client.

Revision date: 24 January 2025  
Effective date: 23 February 2025

Date	Initial