

Cartrack Account Details										
Existing account	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Sales person							
Branch										
Client Details										
Name and surname										
Title										
ID number										
Physical address										
Postal address								Code		
Cellphone number					Landline number					
Personal email address										
Work email address										
Employer phone number										
Employed	<input type="checkbox"/> Self-employed	<input type="checkbox"/> Retired	<input type="checkbox"/> Pensioner	<input type="checkbox"/> Other: Tell us more						
Employer										
Industry sector										
Product Selection and Fees										
Please mark the appropriate box to indicate your selected payment option										
Product package										
Minimum term option	<input type="checkbox"/>	Monthly subscription	R							
Standard option	<input type="checkbox"/>	Cash payment*	R			<input type="checkbox"/>	Monthly subscription	R		
*Client is liable for the cash payment amount in lieu of some of the costs of acquisition of the Standard contract option.										
Optional Add-ons and Value Added Services										
Breathalyser*	<input type="checkbox"/>	CANBus	<input type="checkbox"/>	CANBus Fuel Monitoring	<input type="checkbox"/>	CarWatch				
Driver ID	<input type="checkbox"/>	Driver ID + Panic Button	<input type="checkbox"/>	Fuel Monitoring	<input type="checkbox"/>	Panic Button				
Routing	<input type="checkbox"/>	Start Prevent	<input type="checkbox"/>	Driver ID Start Prevent*	<input type="checkbox"/>	PTO Switch				
Temperature Monitor	<input type="checkbox"/>	Switch 1	<input type="checkbox"/>	Switch 2	<input type="checkbox"/>	Switch 3	<input type="checkbox"/>	Switch 4		
Value-Added Services										
Life Maintenance Warranty	<input type="checkbox"/>	Protector	<input type="checkbox"/>	Accident Detection	<input type="checkbox"/>					
* Please fill in the applicable annexure form for each selected product.										
The Client acknowledges that Cartrack has disclosed the features of the product selected. Based on these disclosures the Client acknowledges that the selected product(s) reasonably meets the Client's requirements.										
Insurance Details										
Is the vehicle financed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Financial institution							
When does your financial agreement terminate?	<input type="checkbox"/>	DD	MM	YYYY						
Insurer / insurance broker					Policyholder's name					
Current monthly premium					Current excess					
Comprehensive cover	<input type="checkbox"/>	Third party cover	<input type="checkbox"/>	Period of uninterrupted cover			MM	YYYY		

Number of claims in the last 3 years (excluding windscreen)				Date of last claim		MM	YYYY
How long have you been with your current insurer?		0-1 years	1-2 years		2-3 years	3+ years	
Are you the regular driver?	Yes	No	If not, regular driver's ID				
In order to obtain the full benefit of my telematics service, I consent to Cartrack supplying third parties with my personal data for the purpose of obtaining a favourable offering for me.						Yes	No

### Risk Details

Monthly mileage	km			Usage	Personal			Business		
Day time parking	Behind locked gates	Garage	Access Controlled	None	Night time parking	Behind locked gates	Garage	Access Controlled	None	
Suburb					Suburb					

### Salary Bank Account Details

Bank		Account number	
Branch		Account type	
Branch code		Account holder	
My preferred debit order date is		My salary date is	
I hereby authorise Cartrack to debit and track the bank account on my salary date and/or my preferred debit date, as provided above. I agree that debit orders and tracking instructions issued from this mandate are treated as payment instructions issued personally by the account holder.		Authorised signature	

### Vehicle Details (If More Than 1, Please Use Add Vehicle Form as Annexure)

Vehicle registration		Engine number	
Make and model		VIN	
Year of manufacture		Colour	
My fuel card provider		My toll gate card provider	
I am in the transport and logistics business	Yes	No	

### Alternate Contact Person In Case of Emergency

Name and surname	Relationship	Cellphone number	Office number	Home number

### Acknowledgment By Client

To protect your own interests, please read the Terms and Conditions carefully. If you are uncertain as to the contents of these documents, please request advice from your sales person, or contact our Customer Care Centre on 011 250 3000, send an email to [clientservices@cartrack.co.za](mailto:clientservices@cartrack.co.za). By signing this Agreement, you accept that you have read, understood and agree to be bound by the contents, including Cartrack's Terms and Conditions forming part of this Subscriber Application Form as well as any terms and conditions relating to the optional add-ons.

I consent to receiving further marketing material from Cartrack	Yes	No	on the following medium	Email	SMS
I consent to Cartrack sharing my information with third parties in order to create value propositions for my benefit.	Yes	No			

I have verified and confirm that all the information is complete and correct.

Name and surname		Authorised signature
Date		

Date

Initial

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**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 charges or administrative costs incurred by Cartrack as a result of non-payment by the Client.
- 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. "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.
- 1.14. "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.
- 1.15. "The Parties/Party" – Cartrack and the Client; either Cartrack or the Client.
- 1.16. "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.
- 1.17. "Purchase Price" – The amount specified as the "Price" on the Subscriber Application Form.
- 1.18. "Roaming Costs" – Any GSM costs incurred when the Unit transmits messages via a GSM network when located outside the Territory.
- 1.19. "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.
- 1.20. "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.
- 1.21. "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.
- 1.22. "Subscriber Application Form" – The face of this Agreement and any appendices attached.
- 1.23. "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.
- 1.24. "Territory" – The Republic of South Africa.

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- 1.25. "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.
- 1.26. "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;
  - 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 upon 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 not less than 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 any reasonable cancellation fee imposed in terms of clause 3.4.
- 3.3. If a Client is not a natural person, the Client may cancel this Agreement in writing or in another recorded manner:
  - 3.3.1. Upon 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
  - 3.3.2. At any other time, by giving Cartrack notice of not less than 120 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 any cancellation fee imposed in terms of clause 3.4.
- 3.4. Cartrack may impose a reasonable cancellation fee, should the cancellation be before the end of the Term. In this regard, if the Client is a natural person, the cancellation fee shall be determined by taking into account the upfront costs incurred by Cartrack in onboarding the Client and any benefits the Client received by selecting a fixed-term option. These costs may be updated from time to time based on the Consumer Price Index. Should the Client not be a natural person, then the cancellation fee shall be equal to the value of the remaining portion 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.

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- 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) business days and not less than 40 (forty) business 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.
- 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:

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## 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	
	<b>Standard Option</b>	<b>Minimum term option</b>
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: <ul style="list-style-type: none"> <li>• Driver ID</li> <li>• Driver ID Start Inhibit</li> <li>• Driver ID plus panic button</li> <li>• Panic Button</li> <li>• CANbus (upon inspection)</li> <li>• Fuel Monitoring</li> <li>• Any additional Value-Added Services</li> </ul>	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: <ul style="list-style-type: none"> <li>• CANbus fuel monitoring with remote immobilisation</li> </ul>	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 persons other than natural persons, 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.

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**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.

**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 that 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.

**10. Disclaimers**

- 10.1. 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.

**11. Warranties and Representations**

- 11.1. The Client represents and warrants that:
  - 11.1.1. 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;
  - 11.1.2. 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.

**12. Exclusion of Liability**

- 12.1. **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).**

**13. General**

- 13.1. 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.

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- 13.2. 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.
- 13.3. 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 realtime to the Cartrack platform.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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](http://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. All amendments to the Terms and Conditions shall, in addition, be brought to the attention of the Client using the Client's selected address for communication with Cartrack. 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.
- 13.7. 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.
- 13.8. 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, subject to the court's discretion.
- 13.9. 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.
- 13.10. 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. The relevant courts of the Republic of South Africa will have exclusive jurisdiction in relation to the Agreement.
- 13.11. The Client undertakes to notify Cartrack in the event that the Client no longer wishes to receive correspondence regarding new Products and value-added services.

**RECOVERY SERVICE PROVIDER'S RECOMMENDATIONS TO IMPROVE THE SUCCESS OF RECOVERY**

1. Any recommendations made by the Recovery Service Provider are advisory only and do not constitute mandatory requirements.
2. The Recovery Service Provider undertakes to deliver a recovery service to the Client in the event of a vehicle being stolen or hijacked.
3. In the event of a non-recovery, the Client will have no rights, claims, or remedies for Loss against Cartrack or the Recovery Service Provider whatsoever and no guarantees, warranties or representations of any kind are provided or implied with regards to the SVR.
4. The Client hereby authorizes the Recovery Service Provider to do whatever investigations it deems necessary, including liaising with Cartrack and any insurer or a third party to obtain reports in respect of the incident.
5. The Client is advised to take the following steps to improve the success of recovery:
  - 5.1. Comply with the full terms and conditions of the Subscriber Agreement;
  - 5.2. Report any theft incident to Cartrack without delay and by no later than 6 (six) hours from the time of the theft incident;
  - 5.3. Report the theft incident to the South African Police Service within 24 (twenty-four) hours and provide Cartrack with the police case number;
  - 5.4. 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;
  - 5.5. 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;
  - 5.6. 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;
  - 5.7. Where the Vehicle has been previously stolen and recovered, the Client must refer the Vehicle to Cartrack for checking of the installation and revalidation within 5 (five) working days of such recovery;
  - 5.8. 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 that the Client's Vehicle is not insured;

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- 5.9. The Client's Cartrack account must be up to date and in good standing and the Client must have never defaulted on payment to Cartrack;
- 5.10. If the Vehicle is under finance, the Client must have never defaulted on any payment to the financial institution;
- 5.11. Ensure the Client understands the limitations and benefits of any arrangement between the Client and their insurer;
- 5.12. Adhere to the National Road Traffic Act, as amended from time to time;
- 5.13. In the event that Cartrack suspects potential theft and contacts the Client, the Client must confirm the theft incident, in the case of theft;
- 5.14. 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;
- 5.15. 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.

**Revision date: 21 January 2026**

**Effective date: 21 February 2026**

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