

1. Preamble

- 1.1. This annexure is prepared in accordance with and is deemed to be an addendum to Cartrack's Service Agreement ("the Agreement") which shall be construed as if it had been incorporated into the body of the Agreement.
- 1.2. Capitalised terms in this annexure will have the same meanings as given to them in the Agreement.
- 1.3. To the extent that there is ambiguity in the interpretation of any of the provisions of this annexure as read with the Agreement, the provisions of the Agreement will prevail.

2. The Service

- 2.1. Cartrack's CarWatch Product ("CarWatch") is an additional feature made available through the Cartrack mobile application ("Cartrack App") and is only available in respect of eligible Fleet Management Products, subject to compatibility requirements and the Client's proper activation, de-activation, monitoring and use thereof in accordance with the Client responsibilities set out in clause 2.3 below.
- 2.2. The Client acknowledges that CarWatch is a value-added service feature, available at an additional subscription fee. Cartrack does not warrant or guarantee the prevention of theft, loss, hijacking, unauthorised use, recovery of a Vehicle, or any response time. Nothing recorded herein shall be construed as a novation of any of the terms of the Agreement and neither shall it be construed as a waiver of any of Cartrack's rights in terms thereof.
- 2.3. It is the responsibility of the Client to:
 - 2.3.1. Activate CarWatch on the correct Vehicle via the Cartrack App.
 - 2.3.2. De-Activate CarWatch on the correct Vehicle after usage via the Cartrack App.
 - 2.3.3. Ensure that sufficient mobile battery/network coverage/data/airtime is available for the Client's mobile device to fully operate the Cartrack App.
 - 2.3.4. Regularly check the Cartrack App for any emergency CarWatch notifications.
 - 2.3.5. Immediately or as soon as is practically possible, notify Cartrack of any notification 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 or recoveries. 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.
- 2.4. Cartrack will endeavour to contact the Client following receipt of a notification relating to an unauthorised movement within a 50-meter radius and/or unauthorised ignition event in relation to a Vehicle for which CarWatch has been activated pursuant to clause 2.3 above. In the event that contact with the Client is not established, for whatever reason, Cartrack may in its sole and absolute discretion, dispatch a recovery team. The Client acknowledges that CarWatch is dependent on, *inter alia*, network connectivity, GPS availability and correct activation by the Client, and accordingly Cartrack does not warrant or guarantee uninterrupted monitoring, successful contact with the Client, response times, intervention, or recovery.
- 2.5. CarWatch is intended to reduce the risk of Loss but will not eliminate such risk.
- 2.6. The Client acknowledges that CarWatch is dependent on the proper activation and deactivation by the Client, functioning mobile devices, network connectivity, GPS availability, and operational systems. The Client accepts full responsibility for ensuring correct usage of CarWatch and acknowledges that failure to activate CarWatch correctly may result in no alerts or response being generated.
- 2.7. The Client may terminate CarWatch at any time, without penalty or charge, by providing notice to Cartrack in writing or by any other recorded manner accepted by Cartrack. The Client shall, however, remain liable for payment of any amounts due and owing to Cartrack in terms of this agreement up to and including the effective date of cancellation.

3. Disclaimer

- 3.1. Cartrack does not guarantee continuous, uninterrupted, accurate, or error-free operation of CarWatch, the Cartrack App, network connectivity, GPS services, mobile devices, or third-party telecommunications infrastructure. Cartrack expressly excludes liability for any loss, cost, expense, claim, damage, delay, or liability arising directly or indirectly from any interruption or failure thereof.
- 3.2. Cartrack reserves the right to amend, suspend, withdraw, discontinue, or replace CarWatch at any time, with or without notice, and without liability to the Client.

4. Client Responsibility and Indemnity

- 4.1. **The Client hereby indemnifies and holds Cartrack harmless against all losses, costs, expenses, claims, damages or liabilities arising directly from the Client's use, misuse, incorrect activation or de-activation of CarWatch, any false alarm, or failure to comply with clause 2.3, except to the extent caused by Cartrack's gross negligence or wilful misconduct.**

Revision date: 29 May 2026

Effective date: 28 June 2026

Date

Initials