Product Terms and Conditions: Protector and Crash Detection

CARTRACK (PTY) LTD REG. NO. 2001/006063/07

1. **Definitions**

1.1. "Accident" – a collision with another vehicle, object or pothole that results in damage to one or more vehicle body panels which will require repair in a body shop or where the engine catches fire, or damage to the suspension, wheels or undercarriage, and it is clear to the Service Provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured.

1.2. "Activation Date" - the date of activation of the Protector Services.

1.3. "Agreement" - The Standard Terms and Conditions concluded between the Client and Cartrack.

1.4. "Client" – the individual whose details appear on the Protector Application Form.

1.5. "Cartrack App" – Cartrack's mobile device application.

1.6. "Crash Detection" – a trigger alert generated by a high impact event registered on the Unit, which is classified by the Unit as an Accident.

1.7. "Fee" – the monthly fee to be paid by the Client to Cartrack for the provision of the Services, whether the Services have been used or not.

1.8. "Protector Application Form" – the Application Form and any appendices attached thereto, or the Client's voice-logged contract as the case may be.

1.9. "Protector Benefits Table" – the benefits table set out herein, recording (inter alia) the benefits of the Services and the conditions and limitations applicable thereto. This table may be updated by Cartrack from time to time.

1.10. "Medical Emergency" – an accident or illness that requires immediate and/or urgent medical intervention.

1.11. "Service Provider" – a third-party service provider of Cartrack appointed to assist with the provision of the Protector Services.

1.12. "Services" – the services as detailed in clause 3, subject to the limitations detailed in the Protector Benefits Table.

1.13. "Vehicle" – the vehicle of a Client which is the subject of this Agreement.

2. **General Terms**

2.1. Cartrack shall, subject to the terms and conditions recorded herein, grant the Client access to the Services as detailed in clause 3 below, in the Territory only, from the Activation Date, subject to the terms and conditions recorded herein and the exclusionary period set out in clause 2.5 below.

2.2. Notwithstanding any other payment obligations that the Client may have in favour of Cartrack, the Client shall pay Cartrack the Fee monthly in advance by debit order. A pro-rata amount will be debited immediately for the remainder of the month. Thereafter, the Fee will be deducted by debit order on the selected debit order date.

2.3. The Services are only applicable when the Service is requested through the designated Cartrack call centre or Cartrack App, and provided that the exclusionary period contemplated in clause 2.5 has expired.

2.4. To the extent that it is required for the provision of the Services, the Client hereby grants Cartrack permission to access the Client's location-based GPS services via the Cartrack App. The Client also grants Cartrack full permission to disclose any personal information and/or data of the Client to employees, agents, contractors, Service Providers and suppliers of Cartrack who may be involved in the provision of the Services.

2.5. **The Client acknowledges and agrees that a 5 (five) day exclusionary period shall apply from the Activation Date, during which the Client shall not be entitled to access or utilize any of the Services.**

3. **Services**

3.1. **As consideration for the Fee, and subject to the Client's product package, the Client will be entitled to the following Services, provided that the Client may access the Services a maximum of 4 (four) times per Vehicle in any 12 (twelve) month period in aggregate:**

3.2. <u>Crash Detection</u>

3.2.1. The Crash Detection Services are only applicable to Clients who have a Cartrack Unit fitted in their vehicle and subscribe to a Quick Gold or Quick Platinum package.

3.2.2. The Crash Detection Services will be activated when the Unit registers a Crash Detection alert.

3.2.3. Cartrack will respond to the Client as soon as reasonably possible. Cartrack does not guarantee a response time and the Client acknowledges that assistance time in respect of the Services will vary depending on the request, location, traffic, road conditions, GPS signal, weather conditions and the demand for assistance at the time of request.

3.3. <u>Roadside Assistance</u>

3.3.1. Flat Battery: Cartrack will arrange to have the Client's Vehicle jump-started if the Vehicle breaks down at home or on the road. Vehicles will be towed to the closest, most appropriate place of repair or safety. This service will be arranged up to a 40km roundtrip.

3.3.2. Keys locked in Vehicle: Cartrack will arrange to open the Client's Vehicle and retrieve the car keys. If Cartrack cannot resolve the problem at the scene, additional costs of towing or repairs are not included as part of the services and are for the Client's account. This service will be arranged up to a 40km roundtrip.

3.3.3. Flat Tyre: Cartrack will arrange to have the tyre changed by using the Client's spare tyre. In the event that there is no spare tyre, Cartrack will arrange for the Vehicle to be towed to the nearest approved repairer or fitment centre. These services are offered whether the Vehicle breaks down at work, home or on the road. This service will be arranged up to a 40km roundtrip.

3.3.4. Run out of Fuel: Cartrack will supply up to 10 (ten) litres of fuel, at the Client's cost. Additional fuel can be arranged, also at the Client's cost.

3.3.5. Mechanical and Electrical Breakdown: Cartrack will tow the Vehicle to the nearest franchised dealer (if under warranty) or to the nearest repairer up to a 40km roundtrip.

3.3.6. Accident Tow: in the event of a motor Vehicle collision, Cartrack will arrange for the Vehicle to be towed to the nearest insurance-approved motor body repairer, up to a 40km roundtrip.

3.3.7. Transmission of Urgent Messages: Cartrack will relay messages of delay or changed arrangements to a nominated person at the client's request.

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3.3.8. Battery replacement costs, parts, repairs, labour costs, maintenance services overtime, cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the Vehicle) fees, charges for assistance rendered by a private person or any service provider (unless that service provider is appointed by the call centre) and the cost of spare parts and such other goods are not included in the Fee and are for the Client's account.

3.3.9. No trailers, boats or caravans will be towed. Multiple tows where the Client requires a trailer, boat or caravan towed with the Vehicle will be for the Client's account.

3.3.10. The additional per kilometre rate is subject to change in accordance with fuel price fluctuations.

3.3.11. The Client will be liable for any costs related to the breaking of window glass should there be no other way to gain access to the Vehicle to tow.

3.3.12. The Roadside Assistance Services will not be available to the Client in the following circumstances:

3.3.12.1. If the Vehicle is not in a roadworthy condition;

3.3.12.2. If the Vehicle is a motor home or large panel van;

3.3.12.3. If the Vehicle has a gross mass exceeding 3.5 tons;

3.3.12.4. Taxicabs and limousines, Recreational Vehicles (RVs), camping trailers, travel trailers, or any Vehicles in tow such as a truck tractor trailer and refrigeration units on trucks and trailers (unless otherwise specified);

3.3.12.5. Service for any trailer which must be separated from the truck tractor;

3.3.12.6. Service to Vehicles with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where such stickers are required by law;

3.3.12.7. Vehicles located at storage facilities.

3.3.12.8. Cost of parts, replacement keys, replacement tyres, batteries, fluids, lubricants, cost of installation of products, materials, toll fees, and any additional labour relating to towing;

3.3.12.9. Any fees relating to the dismount/mounting of a drive shaft;

3.3.12.10. Tyre repair;

3.3.12.11. Tyre replacement at any location other than a roadside disablement site;

3.3.12.12. Cost of the replacement tyres and its installation;

3.3.12.13. Any and all taxes or fines;

3.3.12.14. Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tyres, snow tyres, off-road tyres, chains or similar items;

3.3.12.15. Shovelling snow from around a Vehicle;

3.3.12.16. Service when a Vehicle is snowbound in unploughed areas such as snow banks, snowbound driveways or curb side parking;

3.3.12.17. Damage or disablement due to flood, fire, or vandalism;

3.3.12.18. Vehicles located at a place of repair;

3.3.12.19. Service on a Vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced;

3.3.12.20. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.;

3.3.12.21. Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law;

3.3.12.22. Towing for the purpose of disposal (e.g. salvage facility);

3.3.12.23. Towing of a Vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes;

3.3.12.24. Transportation for the member to the Vehicle for a service or from the Vehicle to another destination after the service has been rendered;

3.3.12.25. Services may not be requested from a dealer or repair facility;

3.3.12.26. Service will not be rendered in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the Vehicle in the commission of a crime;

3.3.12.27. Repeated service calls for a Vehicle in need of routine maintenance or repair;

3.3.12.28. Services received independently without prior authorization;

3.3.12.29. Service while at scales/weigh bridges.

3.4. Hotel Accommodation Advice

3.4.1. Cartrack offers discounted travel services that delivers best available rates to the Client, accessed through the call centre during working hours. The cost of accommodation and related fees are for the Client's account.

3.5. Emergency Medical Services

3.5.1. Cartrack shall provide telephonic access to a team of dedicated nurses, paramedics and medical assistance service providers who will assist with a medical emergency and medical advice. The advice includes information on prescription medication, contra-indication of medicines, fevers, blurred vision, insomnia, headaches/migraines, stomach ache, antibiotics, expired medication, treatment of abrasions, telephonic CPR, ear aches, allergies, women's/men's health, supplements and cramps.

3.5.2. The advice and information are not diagnostic.

3.5.3. The Client will be referred to a doctor should the nature of the call not be classified as a home remedy case.

3.5.4. Emergency Medical Transportation - in the event of a Client's involvement in a medical emergency or Cartrack receiving a Crash Detection indicating an Accident, Cartrack shall arrange and coordinate the most appropriate method of emergency medical transportation. Beneficiaries will be transported, by road or air ambulance, to the nearest medical facility capable of providing adequate care.

3.5.5. Should a Client hold medical cover through any other type of membership, insurance policy, medical scheme, benefit programme, service provider, RAF or workplace injury compensation fund, Cartrack will reserve the right to recover all costs incurred pertaining to the medical transportation from such other policy, medical scheme, service provider, compensation, fund or benefit.

3.6. Legal Assist, Advice and Access

3.6.1. The Client shall be entitled to the following legal services:

3.6.1.1. A telephonic legal advice line between 06:00-18:00, Monday to Friday.

Date	Initials

3.6.1.2. Thirty-minute free consultation – a free, initial 30-minute consultation should any matter require legal action. The Client will then be referred to a lawyer for a consultation. After the thirty-minute consultation, the Client may elect to continue with that specific lawyer's services at a fee structure agreed to between themselves and the lawyer. Such fees will be for the Client's account. This consultation facility is limited to one consultation per matter.

4. **All services are subject to the limitations set out in the Benefits Table below:**

Assistance Type	Benefit Entitlement	
	Cover Type	Limit
Roadside Assistance		
Roadside Assistance – Jump-start	Included	Call Out +40Km Roundtrip
Roadside Assistance – Tyre Change	Included	Call Out +40Km Roundtrip
Roadside Assistance – Locksmith	Included	Call Out +40Km Roundtrip
Roadside Assistance – Run out of Fuel	Cost of fuel will be for the beneficiary's own account	Call Out +40Km Roundtrip
Transmission of Urgent Messages	Included	
Accident Tow - Directed	Included	Call Out +40Km Roundtrip
Accident Tow – Second Tow	Included	Call Out +40Km Roundtrip
Additional KM Rate (over 40km)	Beneficiary's Own Account	
Legal Services		
Telephonic Legal Advice Line	Included	
Direct Legal Consultation	Included	30-minute Consultation
Referrals	Beneficiary's Own Account	
Emergency Medical Services		
Medical Advice	Included	
Referrals to Crisis Lines and Medical Practitioners	Included	
Hotel Accommodation Advice		
Call Centre will assist with Accommodation Arrangements	Included	Facilitation only – costs for bookings will be for the beneficiary's own account

5. **Disclaimers and Exclusion of Liability**

5.1. Cartrack does not make any representations or warranties in respect of the Services.

5.2. The Client is not obliged to use the Services, in which event Cartrack will not be liable for any costs incurred by the Client using third parties.

5.3. Cartrack shall not be liable for any consequential loss of any kind and accepts no liability for loss of or damage to a Vehicle or any of its parts or accessories while it is unattended, or while it is in the care or under the control of any contractor, service provider, or garage. Cartrack shall not be liable for any medical costs incurred, save for those expressly set out herein.

5.4. Cartrack cannot be held responsible for any delay or failure in providing Services whenever Cartrack or a Service Provider is directly or indirectly prevented or restricted from carrying out all or any of the Services by a cause beyond its control.

5.5. Cartrack shall not be liable in cases where the Unit has not classified an impact to be deemed an Accident or generated a Crash Detection Alert.

5.6. Cartrack shall not be responsible for any mistakes, neglect, failure to respond or malpractice by Service Providers.

5.7. Cartrack reserves the right to refuse any Service or benefit under this Agreement where the Services are being abused, used fraudulently, or are no longer valid.

5.8. 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 thirty (30) 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.

5.9. In addition to any other indemnities contained herein, Cartrack will not be liable for any loss, damage, death, injury, costs and expenses of whatsoever nature which a Client may suffer or sustain as a consequence of any act or omission by Cartrack or a Service Provider acting for and on behalf of Cartrack, notwithstanding any negligence on the part of Cartrack or a Service Provider, provided only that Cartrack is entitled in law to contract out of such liability.

Revision date: 28 May 2026

Effective date: 15 October 2026

Date	Initials