



# SELFTRACK

## TERMS AND CONDITIONS

### 1. **THE AGREEMENT**

- 1.1. These terms and conditions constitute an offer by SELFTRACK to provide Services and once accepted by the CUSTOMER, a binding agreement will come into existence between SELFTRACK and the CUSTOMER on the terms and conditions set out in this agreement.
- 1.2. This agreement and the Services will commence only once the master rental agreement pertaining to the equipment is signed by both parties and/or the equipment is properly installed by an approved technician or Fitment Centre and activated in the Vehicle.

### 2. **DEFINITIONS**

- 2.1. Alarm: A signal from equipment which has been activated in circumstances other than a theft or hijacking (or attempt at either) of the Vehicle.
- 2.2. Control Centre: A telephone-operated call centre operated by SELFTRACK or its nominee 24 hours per day, 7 days per week for the purpose of monitoring signals emitted from Equipment.
- 2.3. Equipment: The equipment provided by SELFTRACK and related paraphernalia, all of which is designed to communicate signals to and from the Vehicle for the purposes referred to in this agreement and which shall include a SIM card with a GSM cellular number, against payment therefore.
- 2.4. Fitment Centre: An automotive fitment centre approved by SELFTRACK.
- 2.5. GSM Network: The Global Systems for Mobile Communications Network.
- 2.6. Prime: means the publicly quoted rate of interest per annum at which SELFTRACK's commercial bankers ("the Bank"), will lend on overdraft to its most favoured CUSTOMERs in the private sector, from time to time.
- 2.7. Services: The various services provided by SELFTRACK or its nominee (or both) under this agreement, which include Vehicle monitoring and armed response services, 24 hours per day, 7 days per week.

- 2.8. SIM Card: A cellular Service Provider card fitted to Equipment to access the GSM Network.
- 2.9. Territory: Those areas which are permanently covered by the GSM Network.
- 2.10. Vehicle: A Vehicle into which equipment has been installed for use under this agreement.

### 3. **SUBSCRIPTION SERVICES**

- 3.1. The Subscription Services fees are payable monthly in advance by the CUSTOMER.
- 3.2. The CUSTOMER shall not be entitled to withhold Subscriptions or any part thereof or apply set off for any reason whatsoever and acknowledge that the delivery of service or the use of the equipment subject to the rental agreement or any part thereof is subject to the CUSTOMER having paid the Subscription Services in advance.
- 3.3. The CUSTOMER's signature hereto constitutes CUSTOMER's authority to SELFTRACK, its cessionary(ies) or its collection agent to draw against CUSTOMER's bank account, wherever it may be, the amounts due in terms of this agreement.
- 3.4. Where the equipment or any part thereof has been damaged or has become unserviceable or has become dysfunctional as a result of the CUSTOMER, its employees, agents or any other third party tampering with, or relocating or in any other way interfering with the equipment and its functionality as commissioned, the CUSTOMER shall remain liable for payment of the Subscription Services and SELFTRACK shall propose replacement or repair charges to restore the equipment.
- 3.5. In any circumstances where the equipment has failed for whatever reason the CUSTOMER will indemnify SELFTRACK against losses sustained by the CUSTOMER as a result of or consequential to the failing of the equipment. The CUSTOMER acknowledges that the equipment is not a guarantee or warranty against anything, and the benefit of the equipment lies within the extent to which the CUSTOMER utilizes it.
- 3.6. The CUSTOMER shall be liable to pay interest at Prime plus 6% on all payments provided for in this agreement which are overdue, calculated from the date upon which such payments became due and payable to the date of payment thereof.

### 4. **INSTALLATION AND PERFORMANCE**

- 4.1. SELFTRACK shall, upon signature by the CUSTOMER of the necessary paperwork, arrange for the installation of the equipment at a SELFTRACK installation centre, or at additional optional cost, at a preferred installation address.
- 4.2. On commencement of the agreement/s, SELFTRACK shall provide the CUSTOMER with access to its monitoring platforms.

- 4.3. The CUSTOMER shall, upon taking delivery and installation of the equipment from SELFTRACK, sign SELFTRACK's delivery/ installation note/ job card. By signing the said delivery/ installation note/ job card, the CUSTOMER/CLIENT confirms that it has inspected the equipment and has satisfied itself that the equipment is free from any defect and is operating satisfactorily. The CUSTOMER/CLIENT further confirms by signing that it has satisfied itself that the motor vehicle is in the same proper working order as it was before installation.
- 4.4. SELFTRACK does not alter any mechanical or electrical part of the CUSTOMER'S motor vehicle during installation, but for obtaining power from the battery. As such, no responsibility is accepted by SELFTRACK for equipment failure due to failure of the electrical or mechanical parts of the CUSTOMER's motor vehicle/s, nor shall SELFTRACK be responsible for any consequential damage or loss arising by reason of the equipment being temporarily out of order from any cause whatsoever.
- 4.5. The CUSTOMER shall allow SELFTRACK or its agents, servants, or contractors at any reasonable time to inspect the equipment and to carry out, if necessary, all repairs, maintenance, servicing, removals or alterations. The CUSTOMER shall be responsible for any loss or damage or destruction to the equipment due to the negligent or wilful acts or omissions of the CUSTOMER or its employees, and the CUSTOMER shall be liable and shall pay the costs of repairing or replacing, as the case may be, the equipment or any damaged or lost components comprising the equipment.
- 4.6. SELFTRACK will, or may, appoint a suitably qualified maintenance service provider for the duration of this agreement, to do all installations, repairs, maintenance, servicing, removals, or alterations of this agreement to the reasonable satisfaction of SELFTRACK and the CUSTOMER.
- 4.7. The CUSTOMER shall not permit any person other than SELFTRACK, nor shall it itself interfere, adjust, re-adjust, repair or in any way tamper with the equipment or any part thereof other than in the ordinary or normal use and/or operation of the equipment without the written permission of SELFTRACK.
- 4.8. The installation fee is included in the hardware cost, where applicable, and the CUSTOMER acknowledges having consulted with SELFTRACK that the equipment as specified is ordered and specified by the CUSTOMER in contemplation of the CUSTOMER's needs and operational requirements.
- 4.9. The Services are limited to the Territory and may be temporarily unavailable whilst in a parking or other facility which prevents the proper transmission of GPS and/or GSM signals from the Equipment to SELFTRACK.

## 5. **RECOVERY, CONTROL CENTER AND TESTING**

- 5.1. SELFTRACK shall use its best endeavours to maintain the availability of the services to the CUSTOMER in the Territory subject to the terms set out in this agreement.

- 5.2. The CUSTOMER shall ensure that it is familiar with the correct operating procedures for the equipment (subject to the master rental agreement) and the use of the SELFTRACK Service. Necessary instructional material may be obtained from SELFTRACK from time to time. The CUSTOMER shall further ensure that it familiarises itself with the procedure in reporting a vehicle theft/hi-jacking and shall ensure that the emergency numbers **0861 742 778** and **066 480 5375** are saved for use in an emergency.
- 5.3. SELFTRACK's obligations under this agreement are limited to the monitoring of Panic, Battery Tamper and Movement Alerts and will use its best endeavours to locate the Vehicle. The CUSTOMER shall be responsible at its cost for transporting the Vehicle once located by SELFTRACK to the CUSTOMER's chosen destination for the Vehicle.
- 5.4. Where the Vehicle is stolen in the Territory during the period of this agreement, SELFTRACK shall use its best endeavours to utilise the equipment and its resources and/or those of its nominee for the purpose of locating the stolen vehicle.
- 5.5. In giving effect to its obligations in 5.3 and 5.4, SELFTRACK will utilise the equipment to monitor the Selftrack Alert system of the Vehicle and where a CUSTOMER does not itself report the theft of a Vehicle, SELFTRACK will contact the CUSTOMER should an alert be received from the Equipment and will thereafter use its best endeavours to locate the Vehicle.
- 5.6. Since SELFTRACK's recovery teams can respond to accurate GPS coordinates, its recovery teams respond mainly by road transport. In the event that the CUSTOMER wishes itself to utilise air support services, then SELFTRACK will facilitate the use of an aircraft provided that the CUSTOMER authorises the use thereof in writing and secures in favour of SELFTRACK or its nominee (to the discretion of either of them), the cost for the use of the aircraft.
- 5.7. Where the Vehicle has been stolen, it shall be the responsibility of the CUSTOMER to inform SELFTRACK immediately in the event that the Vehicle is located other than by SELFTRACK. If the CUSTOMER fails to act under this obligation timeously, then SELFTRACK shall be entitled to recover from the CUSTOMER that portion of the amounts as were incurred as a result of the CUSTOMER's failure to execute the obligation timeously.
- 5.8. Whilst SELFTRACK will use its best endeavours to locate the Vehicle, once stolen, due to circumstances outside of the control of SELFTRACK, or its nominee, SELFTRACK does not warrant that its endeavours will lead to the location of the Vehicle and/or successful recovery of the Vehicle.
- 5.9. The CUSTOMER may, provided it has made prior arrangements with SELFTRACK's Control Centre, test the equipment from time to time, but in any event, not more than once in any calendar month. Where the CUSTOMER wishes to initiate additional tests, it may only do so by prior arrangement with SELFTRACK and against payment of a fee determined by SELFTRACK in accordance with its standard testing rates from time to time.

- 5.10. The CUSTOMER shall inform the SELFTRACK Control Centre immediately once the CUSTOMER becomes aware of a false alarm.
- 5.11. Where the SELFTRACK Control Centre receives a signal from the Equipment and where the signal is the result of a false alarm, SELFTRACK and/or its nominee shall be entitled to recover a fee from the CUSTOMER equivalent to the cost incurred in mobilising its resources to locate the Vehicle.
- 5.12. SELFTRACK shall not be obliged to notify the CUSTOMER more than once in any 24-hour period of a low battery voltage signal alarm generated by the Equipment.
- 5.13. The CUSTOMER indemnifies SELFTRACK and its nominee against any loss, damage or claim arising from a false alarm provided that the CUSTOMER shall have such rights against the Company in terms of and to the extent of Section 51(1)(c)(i) of the CPA.

## 6. **WARRANTY**

- 6.1. The SELFTRACK equipment (subject to the master rental agreement) carries a 12 (twelve) month manufacturer's warranty and in the event of failure, malfunction or breakdown of the equipment other than through the intervention of the CUSTOMER or any of its employees or agents or third parties, SELFTRACK will exchange the equipment at no charge to the CUSTOMER.
- 6.2. SELFTRACK warrants that the equipment will operate within the parameters of its designed functionality, without defect.
- 6.3. Equipment which fails to perform under the above warranty shall be either repaired or replaced by SELFTRACK - using its sole discretion as to whether repair or replace.
- 6.4. The warranty will not apply to equipment which was not installed by an approved fitment centre or equipment which has been modified, tampered with or misused and the CUSTOMER agrees that for the duration of this agreement it will neither tamper or interfere with the equipment, other than through an approved fitment centre, or tamper with or use the SIM Card other than for its intended purpose. The warranty will not apply in case of water damage to the Equipment.
- 6.5. The warranty does not cover liability for claims arising out of:
  - 6.5.1. the failure of any product or part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed unless such failure shall result in Injury and/or damage which would not have occurred but for the failure of the product;
  - 6.5.2. any delay, defect, or other failure in the provision of the services or cellular telecommunications networks in the Territory;
  - 6.5.3. any failure, delay or interruption in the CUSTOMER'S use of the Selftrack website or mobile app, including without limitation: system and server crashes, computer malfunctions, unit or software faults, system errors,

security breaches, theft, incompatibility issues, fire, flood, civil disturbance, international restrictions, embargoes, load shedding, war or any other event commonly referred to as an "Act of God";

- 6.5.4. any product which, with the insured's knowledge, is intended for incorporation into the structure, machinery, or controls of any vehicle;
- 6.5.5. negligent advice in respect of any Product;
- 6.5.6. any work on any vehicle or part thereof;
- 6.5.7. any costs incurred in the repair, reconditioning, modification or replacement of any product or part thereof which is or is alleged to be defective;
- 6.5.8. any costs incurred in respect of the recall of any product or part thereof.
- 6.6. It is recorded herewith that the battery life on the products may be affected by various factors outside of SELFTRACK's control including but not limited to environmental conditions such as ambient temperature, undesirable recharging practices, installation orientation and location, GSM and GPS satellite coverage during operation. The product warranty excludes the battery.
- 6.7. The CUSTOMER may elect to rely on either the warranty above or any statutory warranty imposed by the Consumer Protection Act, but not both.
- 6.8. The CUSTOMER is fully and effectively indemnified against any liability for harm that is described under section 61(5) of the Consumer Protection Act to the extent that such harm arises as a consequence of the provision or use of the equipment.

## 7. **INTERRUPTION OF SERVICE**

- 7.1. SELFTRACK may, in its sole discretion and without incurring any liability, at any time and from time to time, suspend the Services in whole or in part:
  - 7.1.1. if a technical failure effects the provision of the services;
  - 7.1.2. if any Governmental or Regulatory Authority changes or terminates the Services or the nature of parameter of the same;
  - 7.1.3. if the provider of the communications network in the Territory ceases to make such network available to SELFTRACK or its nominee for any reason or ceases to trade;
  - 7.1.4. if the CUSTOMER fails to pay any amount due to SELFTRACK or its cessionary timeously, but subject to SELFTRACK's further rights under this agreement; or
  - 7.1.5. if any third-party business associate, nominee or person with whom SELFTRACK contracts for the provision of services envisaged under this agreement ceases to make such services available for any reason whatsoever, whether temporarily or not.

- 7.2. SELFTRACK shall not be liable for any delay in performing or in any failure to perform any of its obligations in terms of this agreement caused by force majeure, being any cause beyond the control of SELFTRACK or its nominee, or caused by any act or omission of Government, any Regulatory competent Authority or any interruption in the supply of services or electricity.
- 7.3. CUSTOMER's shall be entitled to claim a pro-rata reduction of the service fee for the period during which the Tracking Services are suspended provided that the suspension endures for an uninterrupted period of no less than 36 hours. The CUSTOMER acknowledges that no reduction in the rentals payable in terms of the master rental agreement is permissible notwithstanding the failure by SELFTRACK to perform the services or any suspension of services for whatever reason.

## 8. **EXCLUSION OF LIABILITY**

- 8.1. SELFTRACK shall have no liability to the CUSTOMER for any loss or damage, including any loss of profits, business or revenue, or any consequential loss suffered by the CUSTOMER as a result of:
- 8.1.1. any delay, defect or other failure in the provision of the Services whether or not by the negligence of SELFTRACK and/or its nominee, the installation or operation of the Equipment, or in the radio communications network or GSM network in the Territory; operating in conjunction with the Equipment or any other aspects of SELFTRACK electronic systems; or
- 8.1.2. any negligence on the part of SELFTRACK, its nominee or agents or subcontractors.
- 8.2. Notwithstanding the above the CUSTOMER shall enjoy such rights conferred on them on the terms and to the extent of Section 51(1)(c)(I) of the Consumer Protection Act.

## 9. **CESSION**

- 9.1. The CUSTOMER shall not be entitled to cede, assign, sub-contract or delegate any of its rights or obligations under this agreement without SELFTRACK's prior written consent, which consent may not be unreasonably withheld in the event that a CUSTOMER wishes to dispose of the Vehicle to a third person who is willing to become a CUSTOMER of SELFTRACK on such terms and conditions and in terms of such procedures as SELFTRACK may require from time to time.
- 9.2. SELFTRACK will in its sole discretion have the right to sub-contract, cede or assign some or all of its obligations under this agreement to a third party without notice and without the necessity of first receiving the CUSTOMER's consent.

## 10. **INFORMATION**

- 10.1. The CUSTOMER shall provide to SELFTRACK the data and personal information required and shall update that data and information as and when changes occur.
- 10.2. SELFTRACK shall only use the information for the purposes envisaged under this agreement.
- 10.3. The CUSTOMER consents to SELFTRACK, its business partners, associates and nominees intercepting, collecting, collating, processing, restoring, and maintaining information and data applicable to the CUSTOMER.
- 10.4. Certain aspects of the Services will be dependent upon services provided by third party businesses and accordingly, the CUSTOMER acknowledges that SELFTRACK will disseminate that information to such parties.
- 10.5. SELFTRACK shall be entitled to make use of non-specific data relating to the trends of its CUSTOMER base and shall be entitled to disseminate that type of information to any person without the CUSTOMER's consent. SELFTRACK warrants that such information shall exclude personal information about the CUSTOMER. Please refer to SELFTRACK'S POPI Compliance Manual and Privacy Policy accessible at [www.selftrack.co.za](http://www.selftrack.co.za) for further details.
- 10.6. The CUSTOMER authorises SELFTRACK to:
  - 10.6.1. make enquiries to and access from any credit bureau, the CUSTOMER's personal information concerning financial risk and payment profile;
  - 10.6.2. use data that SELFTRACK may hold in relation to the CUSTOMER from time to time and to share with and disclose to the credit bureau, the CUSTOMER's financial risk and payment profile; and
  - 10.6.3. submit GSM, SIM Card and related information to such persons as are necessary to obtain LBS and GSM triangulation information.

## 11. **DOMICILIA**

The CUSTOMER chooses its domicilium citandi et executandi for all purposes at the CUSTOMER's physical address or email as specified. Any notice delivered by hand or by email to the CUSTOMER's email address shall be deemed to have been received on the day upon which it was transmitted or delivered. The parties shall be entitled from time to time to substitute its domicilium and/or telefax number and/or email address for the purpose of this agreement by written notice to SELFTRACK advising it of the substitute address/number (as the case may be) provided that the domicilium address, in the case of a physical address, shall always be an address within the Republic of South Africa.



12. **JURISDICTION AND COSTS**

- 12.1. The CUSTOMER consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person, irrespective of the amount in dispute. However, should SELFTRACK determine, it shall be entitled to institute proceedings in the High Court in which event it shall be limited to recovering costs on the Magistrate's Court scale.
- 12.2. In the event of SELFTRACK instructing its attorneys to take steps to enforce any of its rights under this agreement in consequence of a breach thereof by the CUSTOMER, the CUSTOMER shall be liable to SELFTRACK for such collection charges and commission as well as legal costs, on an attorney and own client scale, which shall be lawfully charged by SELFTRACK's attorneys.

13. **GENERAL**

- 13.1. Reference to the singular shall be deemed to include the plural and vice versa and reference to the one gender shall be deemed to include the other genders.
- 13.2. No representations, undertakings, or warranties, given orally or otherwise by SELFTRACK shall be of any force or effect unless reduced to writing and signed by the parties. Any warranties implied by common law, but which are not expressly included in this agreement, are excluded here from and shall not be applicable to this agreement.
- 13.3. No variation, amendment or consensual termination of this agreement shall be of any force or effect unless reduced to writing and signed by both parties and this clause may not be amended unless reduced to writing and signed by both parties.
- 13.4. No indulgence granted by SELFTRACK in respect of the enforcement of any of SELFTRACK's rights under this agreement shall be construed as a waiver of such rights (unless expressed as such a written document signed by SELFTRACK) nor shall it in any way prejudice SELFTRACK from strictly enforcing its said rights in the event of a subsequent breach thereof.
- 13.5. This agreement shall be governed by and interpreted in accordance with the laws of the Republic of South Africa.
- 13.6. SELFTRACK may, without further consent or agreement by the CUSTOMER, only in respect of operational instructions and procedures, vary any of the terms and conditions of this agreement by means of issuing new or amended operating instructions or procedures to the CUSTOMER from time to time.
- 13.7. Should any provision of this agreement be rendered unlawful then that unlawful provision only shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the enactment rendering it unlawful, or if such modification is impossible, be deemed to be severable from the remaining provisions of this agreement.
- 13.8. Where the vehicle of the CUSTOMER is financed and the CUSTOMER should lose possession as a result of that credit transaction being terminated, the CUSTOMER

shall remain liable for the remainder of the Subscription Services period, alternatively SELFTRACK will propose settlement for the Subscription Services period to the CUSTOMER.

- 13.9. Neither Party shall be liable for any failure to fulfil its obligations under this Agreement if and to the extent such failure is caused by any circumstances beyond its reasonable control, including flood, fire, earthquake, war, tempest, hurricane, industrial action, load shedding, government restrictions or "Acts of God".

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