

**STANDARD TERMS AND CONDITIONS**

**1. DEFINITIONS**

The following expressions shall have the following meanings:

- 1.1 Agreement: this agreement;
- 1.2 Budget Plan: a payment plan requiring the Subscriber to pay a service fee monthly in advance on or before the first day of each month via debit order, which amount includes the installation costs;
- 1.3 Cash Plan: a payment plan requiring the Subscriber to pay for the Unit and its installation on the date of installation, plus payment of a service fee monthly in advance on or before the first day of each month via debit order; depending on the package offered, service fees may be paid monthly or bundled, either annually or into a single upfront cash payment covering one or more years;
- 1.4 CPA: the Consumer Protection Act 68 of 2008 (as amended from time to time);
- 1.5 Day: a business day (which excludes a public holiday, Saturday or Sunday)
- 1.6 Emergency Contact: the person/s nominated by the Subscriber to be contacted in an emergency, should PTI be unable for any reason to reach the Subscriber;
- 1.7 Expire Date: For Cash Plan, there is no Expiry Date and this Agreement can be cancelled with 20 (twenty) Days written notice;
- 1.7.1
- 1.7.2 For Budget Plan, the Expiry Date is 6 (six) months after commencement of the Agreement and this agreement can only be cancelled after the contract expiry date with 3 (three) months written notice;
- 1.8 False Incident: an incident where the Vehicle is not stolen or hi-jacked;
- 1.9 Fitment Centre: a business which is approved by PTI for the purpose of installing and servicing Units.
- 1.10 Intermediary: a third party authorised to collect payment from the Subscriber on behalf
- 1.11 PTI: PTI Protection Through Innovation reg no. 2007/083873/23.
- 1.12 Network: PTI's communications network supplier;
- 1.13 Other Protected Parties: members, directors, officers, employees, representatives, agents and independent contractors of PTI.
- 1.14 Party/ies: either PTI or the Subscriber, or both;
- 1.15 Service: recovery of the Vehicle when stolen or hi-jacked and does not include reacting to a False Incident; Constant monitoring and updating of fleet management servers and software;
- 1.16 SAPS: the South African Police Services;
- 1.17 Subscriber: the party entering into this Agreement with PTI, who can be either:
  - 1.17.1 a Consumer: a party who is defined as a "consumer" in terms of the CPA;
  - 1.17.2 A Corporate Customer: a Juristic Person whose asset value or annual turnover at the time of the conclusion of this Agreement, equals or exceeds the threshold determined by the CPA, thereby disqualifying them from the protection offered by the CPA;
  - 1.17.3 An Individual: a party who is defined as a "juristic person" in terms of the CPA, irrespective of their asset value or annual turnover;
  - 1.17.4 A Juristic Person: a party who is defined as a "juristic person" in terms of the CPA, irrespective of their asset value or annual turnover;
- 1.18 Unit: vehicle tracking unit/units and associated components;

- 1.19 Vehicle: The vehicle covered in terms of this Agreement, which needs to have a valid number plate which clearly displays the vehicle registration number.

**2. COMMENCEMENT AND DURATION**

- 2.1 This agreement and the Service shall commence on the date that the Unit is installed and the Unit details downloaded successfully on the relevant PTI software and shall continue until terminated in terms of this Agreement.

**3. SUBSCRIBER'S OBLIGATIONS AND ACKNOWLEDGEMENTS THE SUBSCRIBER AGREES:**

- 3.1 That PTI does not guarantee the safety of the Subscriber or that of any occupants in the Vehicle;
- 3.2 That there are instances where a Vehicle cannot be recovered due to, amongst others, the Service or a non-communicating Unit and the Subscriber acknowledges this fact, therefore agreeing that PTI will not be held liable if the Vehicle is not recovered;
- 3.3 That PTI is hereby authorised to recover the Vehicle and agrees that PTI shall not be liable for any damage to the Vehicle caused for any reason other than the result of a proven Unit defect;
- 3.4 That since the recovery teams are armed, the recovery Service could, due to its nature, pose a risk and could result in personal injury, death or damage to property;
- 3.5 To avoid reporting False Incidents or raising false alarms (which false alarms could be raised by, amongst others, contravening clause 3.11);
- 3.6 That the Unit's functioning, and as a result, the Service, is dependent on the Network and its availability and as such the Subscriber agrees that the Unit might not be communicating and the Service might as a result not be available for certain undeterminable periods of time within certain undeterminable locations. Due to the fact that this is beyond PTI's control and the fact that PTI does not make any representation contrary, PTI shall not be liable for any loss or damage arising as a result thereof. Subject strictly and at all times to such claims as the Subscriber may have against the Network under the CPA from time to time, the Network is not a party to this Agreement and as such shall not be liable for any loss or damage arising from this Agreement;
- 3.7 That PTI will not accept any alterations made to this Agreement by the Subscriber;
- 3.8 To notify PTI as soon as possible after the theft of the Vehicle; 3.9 To, in circumstances where PTI has reason to believe that a **False Incident has been reported, provide PTI with the relevant case number obtained from the SAPS;**
- 3.10 To ensure that the Unit is working after installation, after repairs, and to test the Unit at least every 30 (thirty) days by calling the dedicated control room;
- 3.11 Not to modify or tamper with the Unit and only use the Service for its intended purpose;
- 3.12 To, subject to the warranty as referred to in 7, arrange replacement of the Unit, by taking the Vehicle to a Fitment Centre, as soon as reasonably possible after being notified by PTI, which notification will be in the manner specified in 13.10. Failure to comply with this 3.12 will constitute a breach of the material obligations of the Subscriber in terms of the Agreement;
- 3.13 To, if applicable, be notified by PTI with regards to a possible non-communicating Unit (which notification service may be offered, depending on the type of Unit) in the manner specified in 13.10 and accepts full responsibility to contact PTI thereafter and give a Fitment Centre as soon as reasonably possible, the opportunity to inspect the Unit and/or Vehicle in order to determine why the Unit may not be communicating;
- 3.14 That PTI is hereby indemnified against any loss, injury, death, claim, loss of profit or any other damage suffered as a result of:
  - 3.14.1 The Subscriber not reacting as per the notification (as referred to in 3.12 or 3.13); or
  - 3.14.2 The notification (as referred to in 3.12 or 3.13) not reaching the Subscriber, due to:
    - 3.14.2.1 The risk as mentioned in 13.10; or

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- 3.14.2.2 The subscriber's omission to provide PTI with its contact information or its latest contact information.
  - 3.15 To pay PTI all monies due in terms of this Agreement;
  - 3.16 That the subscriber is aware of the type of Unit that this Agreement relates to, that the Subscriber is familiar with the described features and Services related to the specified Unit and acknowledges that these features and Services sufficiently meet the Subscriber's requirements.
  - 3.17 To ensure that PTI at all times has accurate and up-to-date information about the subscriber and the Vehicle;
  - 3.18 To timeously read all correspondence from PTI and immediately notify PTI of any errors or incorrect or outdated information;
  - 3.19 That the Unit communications may include its location and status and the details of other PTI devices;
  - 3.20 That PTI may use any information communicated by the Unit without restriction, provided the Subscriber's confidentiality is maintained;
  - 3.21 That if applicable;
    - 3.21.1 The intermediary will collect the service fees due to PTI on behalf of PTI;
    - 3.21.2 PTI will collect the service fees monthly via debit order and obtain the Subscriber's banking details from the Intermediary, should:
      - 3.21.2.1 Payment from the Subscriber to the Intermediary, for any reason, not occur; or
      - 3.21.2.2 Payment of the collected service fee from the Intermediary to PTI, for any reason, not occur; or
      - 3.21.2.3 The agreement or relationship between the Subscriber and the Intermediary cease to exist, for any reason; or
      - 3.21.2.4 The vehicle be written off; or
      - 3.21.2.5 The agreement or relationship between the Intermediary and PTI cease to exist, for any reason;
    - 3.21.3 To immediately notify PTI, should any of the events mentioned in 3.21.2.1 or 3.21.2.3 or 3.21.2.4 occur;
    - 3.21.4 PTI is hereby authorised to disclose any of its information as deemed necessary by PTI to the Intermediary, as needed for PTI to perform its duties in terms of the Agreement or the agreement between PTI and the Intermediary;
  - 3.22 To comply with all reasonable requests from PTI in order to comply with any current legislation.
  - 3.23 To, at its own cost, take the Vehicle to a Fitment Centre whenever any work needs to be conducted on the Unit, which includes but is not limited to: Installation, removal, repair or replacement of the Unit (whether or not it falls within a warranty period);
  - 3.24 That, in the case of a Juristic Person, due to the fact the PTI might not possess the relevant information and where the Juristic Person, after being requested, failed to provide PTI with proof to the contrary, PTI will be compelled to assume that the Juristic Person is a Corporate Customer and as such does not qualify for the protection afforded in terms of the CPA;
  - 3.25 That PTI is hereby authorised to disclose Subscriber information deemed necessary by PTI, to the emergency Contact when it is in the Subscriber's best interest (e.g. the position of the Subscriber's Vehicle).
- 4. PTI'S OBLIGATIONS**
- 4.1 If the Subscriber, the emergency Contact or the SAPS reports the Vehicle to PTI as stolen, under circumstances where PTI is of the opinion that the Vehicle has been stolen or h-jacked, PTI will endeavour to recover the Vehicle if this option has been selected.
  - 4.2 Where PTI has reason to suspect that a False Incident has been reported (irrespective of whether PTI has been supplied with a case number as mentioned in 3.9) PTI is under no obligation whatsoever to deliver the Services or any other services.
  - 4.3 As a mere example it is stipulated that a False Incident could include but is not limited to a situation where a Vehicle has not been stolen or h-jacked, but PTI receives a request for recovery of the Vehicle:
    - 4.3.1 by the Subscriber since the Subscriber is unable to contact the driver of the Vehicle or since the location of the driver of the Vehicle is unknown.
    - 4.3.2 by the Subscriber, since the Vehicle has been impounded or repossessed for any reason;
    - 4.3.3 by the Emergency Contact in the event where either PTI or the Emergency Contact is unable to make contact with the Subscriber or driver of the Vehicle;
    - 4.3.4 By the Subscriber or the Emergency Contact in the event where a civil dispute exists.
  - 4.4 The Service is only available within the area covered by the Network within the Republic of South Africa.
  - 4.5 PTI will not, at any stage provide the Subscriber with the Unit's or Vehicle's position. PTI will only, when the Subscriber contacts the dedicated control room, be able to confirm whether the Unit is active.
  - 4.6 Upon recovery, PTI will act to secure the Vehicle and then make it available to be claimed by the Subscriber. However, if required by the SAPS or any other legitimate authority, PTI will hand the Vehicle over to such authority.
  - 4.7 PTI shall not be obliged to supply the Service or replace the Unit if the Subscriber is in default of any obligation to PTI.
- 5. COSTS**
- 5.1 Service fee escalation**
- 5.1.1 PTI may increase its service fee annually on each anniversary of the installation date only after 24 (twenty - four) months of the initial start date.
  - 5.1.2 PTI will keep annual escalations at 8% (eight percent) or the consumer price index, whichever is the greater.
  - 5.1.3 PTI will give the Subscriber written notice of any escalation which exceeds 8% (eight percent).
- 5.2 Possible additional costs**
- 5.2.1 Should any act or omission by the Subscriber result in excessive requests for a recovery of a Vehicle involved in a False Incident, PTI may charge R50 (thirty rand) per False Incident responded to telephonically by PTI, which amount may be recovered via the Subscriber's debit order.
  - 5.2.2 Should PTI, in their sole discretion, act in accordance with a request from the Subscriber or the Emergency Contact to recover the Vehicle, in the event where the Vehicle was involved in a False Incident, **the** Subscriber accepts liability for any consequences of such False Incident, including the cost associated with a recovery. This cost is typically about R7,000.00 (seven thousand rand) per attempted recovery and may be recovered via the Subscriber's debit order (irrespective of whether the recovery was successful or not).
  - 5.2.3 Depending on customer requirements a bulk sms package, at a fixed rate, will be agreed upon between the client and PTI. This additional cost shall then be added to the monthly subscription at the commencement and for the duration of the contract.
  - 5.2.4 If PTI provides the Service in spite of the Subscriber's failure to pay monies owing to PTI, the Subscriber shall be liable for the cost of providing the Service. Should this result in the recovery of the Vehicle, PTI shall be entitled to retain the Vehicle until the Subscriber has met all the outstanding obligations.
  - 5.2.5 If, before the Expiry Date, the Subscriber cancels this Agreement or PTI cancels the Agreement due to the Subscriber being in breach:
  - 5.2.6 If the Subscriber is a Juristic Person, the Juristic Person shall be liable for the sum of the service fees due up to the Expiry Date;
    - 5.2.6.1.1 If the Subscriber is an Individual, the Individual shall be liable for a reasonable cancellation penalty, subject to the maximum as determined by the CPA.
  - 5.2.7 In the event where the Vehicle is not mobile for any period of time due to any reason (for example: the Vehicle was involved in an accident, the Vehicle is not being used, etc.) and whether or not the Unit has been

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damaged as a result thereof, this Agreement is still valid and the Subscriber needs to comply with all obligations (financial and other) in terms of the Agreement.

**6. TERMINATION**

- 6.1 Either Party may terminate this Agreement by giving the other 20 (twenty) Days written notice, however, should such termination occur before the Expiry Date, the fees mentioned in 5.2.5 will be payable by the Subscriber to PTI.
- 6.2 If the Subscriber is an Individual on a Budget Plan, PTI will send the Individual notification, as per the CPA, of the pending Expiry Date before the Expiry Date. Since this Agreement is directly linked to personal safety and may be a prerequisite of the Individual's insurance agreement, this Agreement will continue on a month-to-month basis after the Expire Date, until the individual has, in writing, in response to the notification, requested PTI to either terminate the Agreement or agreed to the renewal of the Agreement for a further fixed term. This clause 6.2 only applies to Individuals and not to Juristic Persons.
- 6.3 The Subscriber is entitled to cancel this Agreement, in writing, 7 (seven) Days after the day on which this Agreement was concluded or the Unit was installed (whichever is the later) if:
  - 6.3.1 this Agreement is an electronic transaction as contemplated in the Electronic Communications and Transactions Act, 2002; or
  - 6.3.2 the Subscriber, being a Consumer, entered into this Agreement as a result of direct marketing (as defined in the CPA).
- 6.4 If the event mentioned in 6.3 occurs, the Subscriber will be liable for the payment of the initial installation.

**7. OWNERSHIP OF THE UNIT**

- 7.1 Under the Budget Plan, PTI retains ownership of the Unit and may, at their sole discretion, should the Agreement be terminated before the Expiry Date, charge a fee as per 5.2.5.1 for a Juristic Person or 5.2.5.2 for an Individual.

**8. WARRANTY OF THE UNIT**

- 8.1 If, after the relevant inspection of the Unit and/or the Vehicle by PTI or a Fitment Centre, a Consumer's Unit is found, in the sole discretion of PTI, to be defective, PTI will:
  - 8.1.1 during the first 12 (twelve) months after installation, at the Consumer's choice:
    - 8.1.1.1 Replace the Unit free of charge, in which case the Consumer needs to make their Vehicle available to PTI or a Fitment Centre; or
    - 8.1.1.2 refund the Consumer with the price paid for Unit, if applicable, which refund will not include any service fees;
  - 8.1.2 Thereafter replace the Unit free of charge, in which case the Consumer needs to make their Vehicle available to PTI or a Fitment Centre.
- 8.2 If, after the relevant inspection of the Unit and/or the Vehicle by PTI or a Fitment Centre, a Corporate Customer's Unit is found, in the sole discretion of PTI, to be defective, PTI will replace the Unit free of charge, in which case the Corporate Customer needs to make their Vehicle available to PTI or a Fitment Centre.
- 8.3 The warranty referred to in 8.1 and 8.2 only applies to the extent that:
  - 8.3.1 The Unit is located in the Vehicle into which it was originally installed, for the original Subscriber; The
  - 8.3.2 installation, as referred to in 8.3.1, was a certified installation performed by a Fitment Centre; The
  - 8.3.3 Subscriber continuously and uninterrupted paid its monthly service fees from inception of the Agreement; The unit was not used for reasons other than its intended purpose;
  - 8.3.4 The unit was not tampered with or damaged by the
  - 8.3.5 Subscriber or any third party, which includes but is not limited to theft or attempted theft or negligence by the Subscriber or a third party;
  - 8.3.6 The Unit was not damaged, intentionally or unintentionally, in any way, which includes but is not limited to damage caused by fluids or fire;

- 8.3.7 The Subscriber complied with all its obligations under this Agreement.

**9. LIMITATION OF LIABILITY AND INDEMNIFICATION**

- 9.1 If the Subscriber is:
  - 9.1.1 A Consumer, the Consumer agrees that PTI Companies and Other Protected Parties shall not (under any circumstances) be liable for any damages or loss, including consequential loss arising out of death, bodily injury, loss of health, illness or trauma suffered by the Subscriber or the loss, destruction of or damage to any property belonging to the Subscriber (collectively "damages") including arising due to the negligence of PTI or any Other Protected Parties, unless PTI was grossly negligent.
  - 9.1.2 A Consumer, the Consumer indemnifies each of the PTI Companies and the Other Protected Parties against any claim for damages brought by any person, including in respect of negligence, unless PTI was grossly negligent.
  - 9.1.3 A Corporate Customer, the Corporate Customer agrees that PTI Companies and Other Protected parties shall not (under any circumstances) be liable for any damages or damages suffered by a third party including arising due to the negligence of PTI or any Other Protected Parties, unless PTI was grossly negligent.
  - 9.1.4 A Corporate Customer, the Corporate Customer indemnifies each of the PTI Companies and Other Protected Parties against any claim for damages brought by any person, including in respect of negligence, unless PTI was grossly negligent.
- 9.2 The Subscriber acknowledges that the Fitment Centre is not an agent of PTI and is independently operated and PTI will not be held liable for any misrepresentation, act or omission by the Fitment Centre, save for those representation, which PTI verified and the Subscriber indemnifies and holds PTI harmless against all claims or losses arising directly or indirectly from any action by the Fitment Centre.

**10. SUSPENSION**

- 10.1 PTI shall be entitled to suspend the Service if:
  - 10.1.1 the Network is no longer available or of no practical use;
  - 10.1.2 an event beyond PTI's control makes it impossible to render the Service; and/or
  - 10.1.3 the Subscriber is in breach of any obligation toward PTI.

**11. BREACH**

- 11.1 If either Party:
  - 11.1.1 fails to pay any amount due in terms of this Agreement; or
  - 11.1.2 abuse the Service; or
  - 11.1.3 commits any breach of their warranties and/or representations and/or undertakings in terms of this Agreement; or
  - 11.1.4 defaults on any obligation in terms of this Agreement,
- 11.2 Then either Party shall be entitled to, without prejudice of any of its rights, including the right to claim damages:
  - 11.2.1 Cancel this Agreement 20 (twenty) Days after providing notice thereof and act in terms of clauses 5.2.5 and 7; or
  - 11.2.2 Enforce this Agreement by legal action, which costs will be for the account of the defaulting Party and be either collection fees or legal fees at attorney-client rates, or both.

**12. INFORMATION CONSENT**

- 12.1 The subscriber authorises PTI to use its information to:
  - 12.1.1 provide the Service;
  - 12.1.2 assess its ability to meet its obligation under this Agreement.
  - 12.1.3 share with a credit bureau;
  - 12.1.4 protect PTI interest.
- 12.2 PTI undertakes to protect said information.
- 12.3 If this Agreement is the result of an insurance company or an insurance broker referral, then the Subscriber agrees that PTI

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may, as soon as reasonably possible after the installation of the Unit, provide that insurance company or insurance broker with notification of said installation. The Subscriber acknowledges that this notification will contain certain relevant Subscriber information necessary to indicate that the Unit was successfully installed into the Vehicle.

**13. VEHICLE**

- 13.1 This Agreement reflects the full agreement between the parties and any amendments or cancellation must be in writing and signed by the Parties. No indulgences given shall constitute a waiver of any rights.
- 13.2 If any part of this Agreement is invalid, the balance remains enforceable.
- 13.3 This Agreement is governed by the laws of the Republic of South Africa.
- 13.4 The Subscriber warrants that it has legal capacity and authority to conclude this Agreement.
- 13.5 PTI shall be entitled to cede all or any of its rights and/or obligations in terms of this Agreement without the Subscriber's consent.
- 13.6 If the Subscriber wishes to cede any of its rights and/or obligations in terms of this Agreement, it must obtain PTI's prior written consent which PTI shall not withhold without reasonable cause.
- 13.7 The Subscriber's address for all purposes relating to this Agreement is the physical address, facsimile number and e-mail address given with this Agreement. PTI's address is as follows:

Physical address: 4 Brendon Lane, Westville, 3629  
Tel No: 01000 730 50

- 13.8 Addresses may be changed by giving the other Party written notice of the new physical address or facsimile number, both of which must be within the republic of South Africa.
- 13.9 All notices must be in writing and notices to PTI should be marked for the attention of the Customer Care Manager.
- 13.10 The Subscriber agrees to electronic media, which includes but is not limited to e-mail, voice recorded telephone calls and SMS's, for all communications, notifications and agreements between the Parties. The Subscriber accepts the risks associated with electronic communications and both Parties shall take reasonable steps to reduce these risks. The Subscriber may notify PTI, in writing that it would rather communicate by printed media, in which case the Subscriber accepts all the risks associated with sending communication via the postal service, including the risk of possible exposure of the Subscriber's confidential information.
- 13.11 Any intellectual property rights, including but not limited to copyright and trademarks, relating to the Unit and/or the Service and/or the PTI website and/or the Agreement, shall vest in PTI and the Subscriber shall not have any right thereto and as such will not reproduce, store, modify, adapt, publish, sell, distribute or in any other way unlawfully use, in any form and by any means, in whole or in part, the intellectual property of PTI.

I, the undersigned, hereby confirm that I have read and understood PTI's terms and conditions and agree thereto. I, also acknowledge that the fact, nature and effect of all the clauses that pertain to risk or liability and to the nature and limitations of the Unit and the Service, as indicated above in bold, have been drawn to my attention and that I have had adequate opportunity to read and comprehend the terms and conditions and that I understand and hereby agree thereto.

Signature : \_\_\_\_\_

Date : \_\_\_\_\_

Name in Print: \_\_\_\_\_

Place : \_\_\_\_\_

(Signed for and on behalf of the Subscriber (who warrants his/her authority hereto))