

# GPS GUARD SERVICE AGREEMENT

## 1. DEFINITIONS AND INTERPRETATIONS

- 1.1. In this agreement:-
- 1.1.1. "Agreement" means this agreement read with the proceeding transactional schedule and vehicle list.
  - 1.1.2. "GPS Guard" means GPS Guard. Registration No. 2018/411785/07
  - 1.1.3. "GPS Guard software" means the platform of operation.
  - 1.1.4. "GPS Guard equipment" means the equipment / hardware specified in the transaction schedule.
  - 1.1.5. "Commencement date" means in respect of each vehicle, the date of installation of the GPS Guard equipment in that vehicle.
  - 1.1.6. "Contact person" means the subscribers, contact person/s referred to in the transaction schedule or such substitute therefore as notified in writing to GPS Guard by the customer / subscriber from time-to-time.
  - 1.1.7. "Fitment Centre" means the Fitment Center duly appointed and / or recommended by GPS Guard for the installation of the GPS Guard equipment or GPS Guard if they install the equipment themselves.
  - 1.1.8. "Month" means a calendar month.
  - 1.1.9. "Service Provider" means the operator of the communication network utilized by GPS Guard from time-to-time, to enable it to provide the services referred to in this agreement.
  - 1.1.10. "Customer / subscriber" means the contracting party as described in the proceeding transaction schedule.
  - 1.1.11. "Transaction Schedule" means the proceeding portion of this agreement which identifies the Customer / subscriber / customer and GPS Guard and in which provision is made for other particulars and terms applicable to this agreement to be completed.
  - 1.1.12. "Vehicle/s" means the vehicle/s referred to in the vehicle list.
  - 1.1.13. "Vehicle list" means the annexure to the transaction schedule which identifies the vehicles that are subject to this agreement.
  - 1.1.14. Unless inconsistent with the context words relating to one gender shall include the other gender, words relating to the singular shall include plural and the other way around (i.e. visa versa) and words relating to natural person shall include juristic persons and the other way around (i.e. visa versa).
  - 1.1.15. When any number of days is prescribed, same shall be reckoned exclusively of the first and inclusively of the last day.
  - 1.1.16. All titles and heading are used for reference and convenience only and are in no way deemed to explain, modify, amplify or aid in the interpretation of this agreement.
  - 1.1.17. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
  - 1.1.18. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of this agreement.

## 2. OWNERSHIP OF EQUIPMENT

- 2.1. The GPS Guard equipment is sold to the customer / subscriber upon commencement of subscription for the agreed in the transaction schedule amount.
- 2.2. Although warranties apply as described in this terms and conditions the customer / subscriber is the lawful owner of the equipment as of commencement date.

## 3. COMMENCEMENT AND DURATION

- 3.1. This subscription is on a month-to-month basis beginning on the commencement date and renewing on the same date every month thereafter until agreement is terminated by the customer / subscriber or GPS Guard.
- 3.2. Notice of termination shall be 30 (thirty) calendar days.
- 3.3. Equipment and sim card to remain in customer / subscriber vehicle/s unless specifically requested to be removed at the customers cost.

## 4. INSTALLATION AND OPERATION OF EQUIPMENT

- 4.1. The GPS Guard services cannot be invoked or rendered unless the GPS Guard equipment is properly installed in the vehicle/s by an approved Fitment Center and such GPS Guard equipment is programmed, enabled and function in accordance with GPS Guard specification.
- 4.2. GPS Guard shall be relieved of its obligations under this agreement during any period in which the equipment is not function arising out of or in connection with the customer / subscriber not complying with its obligations in terms of this agreement or acting breach of the terms of this agreement.

## 5. VEHICLE RECOVERY SERVICE

- 5.1. We do not offer vehicle recovery service (as we are a software provider only). However in the event of a vehicle being taken, with the help of the GPS Guard software, the client / subscriber can notify SAPS who assist with the recovery of the vehicle.

## 6. CHARGES

- 6.1. As described above the subscription premium is to be paid as of the commencement date and again on the first (1<sup>st</sup>) date every month thereafter. The first month will be billed pro-rate.
- 6.2. Payments can be made via Credit/Debit Card, EFT or Debit Order.
- 6.3. If payment is not received by due date subscription is blocked until full outstanding payment is received.
- 6.4. SIM Card charges is included in the subscription price.
- 6.5. SIM Card remains property of GPS Guard and it is under no circumstance to be removed, tampered with or used for any other but its intended purpose.
- 6.6. In the event of malfunction GPS Guard and its approved Fitment Centers will assess and repair the equipment (as per warranty conditions) or replace the equipment. Fitment Centre call out fees will apply.

## 7. WARRANTY

- 7.1. It is recorded that the GPS Guard equipment has a manufacturer warranty of 12 months. Fitment Center call out fees apply.
- 7.2. Equipment is subject to warranty replacement provided the damage is not related to water damage, tampering with unit, incorrect vehicle battery fitment, jump charging surges or other 3<sup>rd</sup> party caused issues.
- 7.3. After three (3) months of inactivity, SIM Card service is suspended and a reconnection fee of R199.00 (one hundred and Ninety-Nine Rands) applies as well as relevant Fitment Center call out fees should the SIM need to be replaced.

## 8. GENERAL

- 8.1. This agreement may not be amended, changed or cancelled unless it is reduced to writing and signed by both parties.
- 8.2. If any Term or Condition of this agreement becomes unenforceable for any reason whatsoever, that term or condition is severable from and shall not affect the validity of any other terms or conditions in the agreement.

## 9. LIMITATION OF LIABILITY

- 9.1. Except to the extent that:
  - 9.1.1. GPS Guard acted with gross negligence or fraudulent intent
  - 9.1.2. GPS Guard acted in breach of its obligations in terms of this agreement or
  - 9.1.3. GPS Guard provided the subscriber with unsafe, hazardous or defective equipment as contemplated in Section 53 of the Consumer Protection Act 68 or 2008, GPS Guard will not be liable for any loss of damage or expense suffered by the subscriber and/or any 3<sup>rd</sup> party resulting in any use of the GPS Guard equipment and/or services
- 9.2. The subscriber acknowledges and agrees that notwithstanding anything to the contrary contained in this agreement –
  - 9.2.1. The GPS Guard services are intended to provide monitoring of vehicles only (for fleet maintenance purposes). It is not for the purpose of eliminating the risk of loss of vehicles.
  - 9.2.2. The GPS Guard services may be interrupted or temporary unavailable due to down time, malfunctioning or failure of the wireless telephone network services which are provided by service providers which are not in control of GPS Guard and GPS Guard hereby gives notice of such unavailable delays and interruptions in providing the GPS Guard services.

## 10. FORCE MAJEURE

GPS Guard will do all that it reasonably can to provide the GPS Guard services. GPS Guard cannot be responsible for failure to perform or delays in performance due to circumstances beyond GPS Guard control such as adverse weather conditions, network services being interrupted, unpredictable delays caused by traffic congestion, diversions or road works, strikes, power outages, or industrial dispute and regulatory interference (For Majeure events). GPS Guard will not be liable to the subscriber for any loss arising from any failure or delay in performance or providing services and/or equipment resulting from Force Majeure events. GPS Guard will use reasonable endeavors to continue to perform in terms of this agreement as soon as performance becomes possible.

Signature

Date