



Tel: 043 727 5066

Fax: 086 5858 473

Emergency: 082 2888 815

Email: info@caradar.co.za

INDIVIDUAL SUBSCRIBER AGREEMENT FOR CARADAR

1 CONTRACT

1.1 The Subscriber requires certain vehicle tracking Equipment and Services from Caradar, and Caradar has agreed to provide the vehicle tracking Equipment and Services to the Subscriber. This Contract sets out the terms which will apply to the vehicle tracking Equipment and Services provided by Caradar to the Subscriber, regardless whether this Contract has been signed by the Subscriber.

2 DEFINITIONS AND INTERPRETATION

"Application Schedule" means the form which sets out the identity of the Subscriber, details of the Caradar Service which will be provided by Caradar, the identity of the Vehicle for which the Caradar Service will be provided and the fees payable for the Caradar Service;

"Business Day" means Monday to Friday, excluding weekends, being Saturday and Sunday and excluding a public holiday as defined under the Public Holiday Act, 36 of 1994;

"Effective Date" means the date when the Equipment is installed into the Vehicle;

"Caradar" means Caradar (Proprietary) Limited, a South African company bearing registration number 2017/483905/07 with its registered office at 8 Balfour Road, Vincent, East London and includes its employees, agents and contractors as well as any and all of its business divisions including but not limited to Caradar and Caradar Fleet Solutions;

"Caradar Control Centre" means the Caradar centre where signals from the Equipment can be monitored and acted upon by Caradar;

"Caradar Fitment Centre" means an independent entity that has been authorised and approved by Caradar to install the Equipment on Caradar's behalf into the Vehicle in terms of the Application Schedule;

"Caradar Service" means the Equipment and various services provided by Caradar in terms of the Contract which includes but is not limited to the response, tracking and attempted recovery of any stolen or hijacked Vehicle;

"Territory" means the provinces in South Africa stated in the Caradar User Manual where the Caradar Service is available, which may be amended at Caradar's sole discretion from time to time by written notice to the Consumer;

"Vehicle" means the medium stated in the Application Schedule or any addendum for which the Caradar Service will be provided;

2.2 The provisions of this Contract will take precedence over any conflicting provision found under the Caradar User Manual, Application Schedule or any other applicable document which may be provided to the Subscriber from time to time.

2.3 Words referring to the single form will include the plural form and words referring to one gender will include the other gender.

3 AGREEMENT TO PROVIDE THE CARADAR SERVICE

3.1 The Subscriber has agreed to enter into a contract with Caradar for the Caradar Service and Caradar has agreed to provide their Service to the Subscriber on the terms set out in this Contract.

3.2 Where the Subscriber has entered into a Voice-logged Contract, the Subscriber agrees that the terms of this Contract will apply in all respects to the Caradar Service which the Subscriber telephonically requested and which Caradar agreed to provide to the Subscriber.

4 DURATION OF THE CONTRACT

4.1 The Contract will commence on the Effective Date, for a period of 3 years. Should the Subscriber wish to cancel this agreement before the completion of the 3 years, the Subscriber will be liable for full payment of the device plus penalties.

4.2 Either Party will have the right to terminate the Contract at any time upon 30 (thirty) Business Days written notice to the other.

5 SUBSTITUTE VEHICLES AND ADDITIONAL VEHICLES

5.1 The Subscriber may at any time add on a vehicle or substitute another vehicle for the Vehicle in respect of which the Caradar Service is being provided, in the manner directed by Caradar.

6 THE CARADAR SERVICE, EQUIPMENT AND WARRANTIES

6.1 Caradar will provide the Subscriber with the Caradar Service for the duration of the Contract, provided that the Subscriber complies with its obligations under the Contract.

6.2 On conclusion of the Contract, the Subscriber shall present the Vehicle for the installation of the Equipment at a Caradar Fitment Centre or alternatively at such place as pre-arranged with Caradar.

6.3 Caradar will only be obliged to provide the Caradar Service for Equipment which has been provided and installed in the Vehicle by a Caradar Fitment Centre.

6.4 Although the Contract will commence on the Effective Date, the Subscriber accepts that the Caradar Service cannot be provided by Caradar or used by the Subscriber unless the Equipment is properly installed in the Vehicle, is programmed, enabled and is functioning according to Caradar's specification.

6.5 Ownership and risk of any loss or damage, in the Equipment will pass to the Subscriber on the Effective Date.

6.6 Caradar warrants that the Equipment will be free of defects in workmanship, design and materials for 12 (twelve) months from the Effective Date.

6.7 The Subscriber agrees not to alter or modify the Equipment under any circumstances. If the Equipment is tampered with, altered, modified, misused or is damaged as a result of a collision, water or any other cause beyond Caradar's control, including fair wear and tear, then the warranty set out under clause 6.66 will not apply and Caradar shall not have any obligation to repair or replace the Equipment or provide the Caradar Service, or refund to the Subscriber any amounts claimed by the Subscriber, in respect of any warranty, damages or contractual claim.

6.8 Any maintenance, repairs or replacement of the Equipment required in terms of the Caradar warranty will be carried out by Caradar at no cost to the Subscriber.

6.9 Upon the expiry of the Caradar warranty period as set out in clause 6.6, the Subscriber shall bear all costs relating to any maintenance,

repairs or replacement of the Equipment at the standard retail rates applicable from time to time.

- 6.10** The Subscriber may test the Equipment from a self-testing station at a fee, as determined and communicated by Caradar from time to time, by sending Caradar an SMS from a cellphone number listed in the Application Schedule. The Subscriber accepts and agrees that when using the self-test service, Caradar will locate the cellphone to confirm that the request is being sent from a self-testing station. The subscriber agrees that he shall not request the self-test service from a cellphone other than his own unless the owner has consented to the cellphone being located by Caradar and the subscriber shall indemnify and hold Caradar harmless from any liability arising from the self-test service including the location by Caradar of any cellphone used to request the self-test service.
- 6.11** Caradar shall be relieved of its obligation to provide the Caradar service at any time that the equipment is not functioning properly.
- 6.12** The Subscriber shall notify the Caradar Control Centre immediately should the Equipment be activated in a situation other than an emergency situation. The Subscriber accepts responsibility for all consequences of any activation of the Equipment, which may include but is not limited to any damage to the Equipment, a response by the police or response teams and or a subsequent wrongful arrest of the Subscriber or any third party.
- 6.13** The Subscriber agrees to hold Caradar harmless from and indemnifies Caradar against any claims for damages that may be brought by any party as a result of any activation of the equipment.
- 6.14** The Subscriber agrees to use the Equipment and the Caradar Service in accordance with the Caradar User Manual and other literature provided by Caradar from time to time.
- 6.15** The Caradar Service will be provided in the Territory. Caradar is not obliged to render the Caradar Service outside the Territory.

7 CARADAR SERVICE FEES

7.1 The fees for the Caradar Services will include the following:

7.1.1 The once off purchase price for the Equipment;

7.1.2 An installation fee for installing the Equipment in the Vehicle;

7.1.3 The monthly service fee for the Caradar Service; and

7.1.4 Where a Vehicle has been added on or substituted for the existing Vehicle, a fee for installation or removal of the Equipment as the case may be.

- 7.2** Where the Effective Date does not fall on the first day of the month, the Subscriber shall pay a pro-rata amount for the Caradar Service in respect of that month, calculated on a daily basis from the Effective Date and the Subscriber shall not be billed for the period prior to the Effective Date.
- 7.3** Notwithstanding anything to the contrary in this clause, the fees stated in clause 7.1 as applicable, for the first 2 (two) months of the Contract (pro rata where applicable) will be paid on the Effective Date, in the manner directed by Caradar.
- 7.4** The fees will be set out in a monthly VAT invoice which will be provided to the Subscriber on a monthly basis.

7.5 All fees will be paid by way of debit order in favour of Caradar free of bank charges or in any other manner approved by Caradar, monthly in advance on or before the 7th (seventh) day of each calendar month or such date as specified in the debit order authorization contained in the Application Schedule.

7.6 Should any debit order be returned unpaid or dishonoured for any reason, the Subscriber authorises Caradar to submit additional debit orders as may be necessary for the full outstanding balance including any and all arrear amounts.

7.7 Caradar will have the right to increase the Caradar Service fee and charges on an annual basis, provided that such increase is reasonable and that it provides the Subscriber with at least 1 (one) month's prior written notice of such increase in which event the Subscriber shall be entitled to cancel this Contract as permitted in terms of clause 4.1.

7.8 If, as a result of a signal from the Equipment, or at the Subscriber's request, Caradar renders any service not required of it in terms of this Contract, the Subscriber agrees that it will pay Caradar an amount determined in accordance with Caradar's standard fees applicable from time to time, for such service rendered.

7.9 The Subscriber shall not be allowed to withhold payment of any fees or other amounts due to Caradar where the Equipment is not functioning properly for any reason. Where this is the case, the Subscriber must immediately inform Caradar and make the necessary arrangements with Caradar for the Equipment to be repaired by a Caradar Fitment Centre.

7.10 If the Subscriber fails to pay to Caradar any amount owing in terms of this Contract, Caradar shall have the right to suspend the Services and will give the Subscriber 15 (fifteen) Business Days to make payment of all outstanding amounts. Should Caradar not receive payment as requested in the notice, Caradar shall have the right to terminate the Contract and hand the outstanding account to an attorney or debt collector for recovery.

7.11 Where the Subscriber's insurance company or employer pays the Service fees to Caradar on behalf of the Subscriber, the subscriber authorises caradar in the event of any default of payment, cancellation of the insurance policy or termination of employment contract, to debit the subscriber's bank account directly with the monthly Caradar service fees at the normal retail rate.

8 FURNISHING INFORMATION AND NOTICES

8.1 The Subscriber confirms that all information which it has provided to Caradar under the Contract is true and accurate and can be relied on by Caradar.

8.2 In the event of an emergency, the Subscriber agrees that it or its appointed contact person, whose details are set out under the Application Schedule, may be contacted.

8.3 If there is any change to the information set out under the Contract, the Subscriber shall notify Caradar immediately in writing of the change. Where the Subscriber fails to give Caradar written notice of any changes then the Subscriber agrees to not hold Caradar accountable for any loss should Caradar rely or act upon the former and outdated information.

8.4 Where Caradar is required to notify the Subscriber or its contact person of any fact, notice and document relating to or in connection with this Contract, Caradar will communicate such message or notice using any form of electronic communication of

its choice, including communication sent by fax, SMS, email or phone as Caradar deems appropriate and the Subscriber agrees that communication can be given in such a manner.

8.5 Where Caradar cannot reach the Subscriber or its contact person at the details supplied by Subscriber, Caradar shall be excused and legally relieved of the duty to provide such notice.

8.6 Where legal notice is to be served, in terms of the Contract on the Subscriber, the Subscriber chooses its address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at its physical address as set forth in the Application Schedule.

8.7 Where legal notice is to be served, in terms of the Contract on Caradar, Caradar chooses its respective address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at the following physical addresses: 8 Balfour Road, Vincent, East London, 5247.

8.8 Either Party may change its address, by written notice to the other Party provided that any new address selected by it will be a physical address, and such changes will only be effective upon receipt of notice in writing by the other Party.

8.9 The Subscriber acknowledges that Caradar is obligated to ascertain the Subscriber's credit worthiness as per the provisions of the National Credit Act, 34 of 2005. The Subscriber expressly gives Caradar permission to:

8.9.1 Access from any duly registered credit bureau, the Subscriber's personal information concerning financial risk and payment habits ("payment profile") to process the Subscriber's application for the Caradar Service; and

8.9.2 Share or disclose information about the Subscriber's payment profile to credit bureau.

8.10 Where the Subscriber has authorised a third party which is also a business partner of Caradar such as the Subscriber's insurance company, emergency response company or any other third party to receive Information from Caradar, then to the extent of such authorisation, the subscriber expressly consents to Caradar providing information to such party and will hold Caradar harmless from any loss or damage resulting from such disclosure.

9 EXCLUSION OF LIABILITY

9.1 The Subscriber accepts that the Caradar Service is intended to reduce the risk of loss if the Subscriber's Vehicle is stolen or hijacked, but that recovery of the Vehicle is not guaranteed.

9.2 Unless prohibited by law, the subscriber agrees to hold Caradar harmless for any loss or damage caused to the subscriber or any third party arising from the Caradar service, and or Caradar not being able to perform the Caradar service for any reason, including Caradar's negligence, or due to any malfunction of the equipment and or the network.

10 VIS MAJOR

If Caradar is prevented or restricted in any way from carrying out all or any of its obligations under this Contract by reason of vis major (an event or circumstance beyond the control of the Parties, such as a war, strike, riot, crime, or an "act of God" such as flooding or an earthquake which prevents one or both Parties from performing their obligations under the Contract), then Caradar shall be relieved of its obligations to provide Service during such

period of vis major, and Caradar shall not be liable for any loss, damage, action or claim which may be brought by the Subscriber or by any other party in consequence of such delay or inability to perform.

11 BREACH AND OUTCOME

11.1 If the Subscriber or its authorised agent, which includes an insurer, employer or bank:

11.1.1 Fails to pay any amount under this Contract on due date; or

11.1.2 Fails to carry out or perform any of its contractual obligations or breaches any term or condition of this Contract; or

11.1.3 In Caradar's reasonable opinion raises false alarms or abuses the Caradar Service, (referred to as "the breach"); then Caradar may immediately suspend Service and provide the Subscriber with a written notice requiring it to rectify the breach within 15 (fifteen) Business Days of the date of such notice.

11.2 Where the Subscriber fails to rectify the breach within the 15 (fifteen) Business Day period, Caradar shall thereafter have the right to immediately terminate the Contract, without notice to the Subscriber, which termination shall be without prejudice to any rights which Caradar may then have in law, including:

11.2.1 The right to demand from the Subscriber, all amounts payable, by the Subscriber to Caradar under the Contract; and

11.2.2 The right to claim any other damages from the subscriber, which it may have incurred in law in consequence of the Subscriber's breach.

11.3 Where Caradar breaches any material term of the contract, the subscriber has the right to send Caradar a written notice requiring Caradar to rectify the breach within 15 (fifteen) Business Days of receipt of such notice.

11.4 Where Caradar fails to rectify the breach within the 15 (fifteen) Business Day period, the Subscriber shall thereafter have the right to immediately terminate the Contract, on written notice to Caradar which termination shall be without prejudice to any rights which the Subscriber may have in law, including the right to claim damages from Caradar which it may have incurred in consequence of Caradar's breach.

11.5 Where Caradar has to remove the Equipment in terms of this clause, the Subscriber shall do all such things as may be reasonably necessary to enable Caradar to uplift and collect the Equipment from the Vehicle.

11.6 Where Caradar has to use the services of a debt collector or attorney to successfully enforce any provisions of the Contract, then the Subscriber shall bear the costs incurred by Caradar, including legal fees, on an attorney and client basis.

12 GENERAL

12.1 This Contract will be interpreted in accordance with the laws of the Republic of South Africa.

12.2 Should any provision of this Contract be declared unlawful whilst the Contract is in force, such provision will be deleted from the Contract and the remaining parts of the Contract will continue to operate.

12.3 Caradar shall have the right to change the terms of this Agreement upon written notice to the Subscriber.

person without the prior written consent of Caradar, which consent will not be unreasonably withheld.

12.4 Where one of the Parties does not act on a breach of the Contract by the other Party, failure to act will not result in that Party giving up its rights to act upon that breach or another breach, at a later stage.

12.6 Caradar shall be entitled to transfer, cede, delegate or assign its rights or obligations under this Contract provided that the Subscriber is not reasonably prejudiced in any manner.

12.5 The Subscriber shall not be able to transfer, cede, delegate or assign its rights or obligations in terms of this Contract to another

I, the Subscriber confirm that I have read this Contract and that I fully understand the terms and conditions and effect of this Contract and that the terms will be binding on me from the Effective Date.

SIGNED by the Subscriber at _____ on the _____ day of _____ 20____

Signature

Full Names in Print