



*Taking back tomorrow*





## Dear Tracker customer,

As a leader in vehicle tracking, Tracker has become a household name in stolen vehicle recovery and advanced fleet management in South Africa. For more than a decade we have worked tirelessly towards our ultimate goal: to create a safer South Africa for all of us.

We firmly believe that by standing together and uniting with law abiding South Africans we have the power and the ability to help effect a real turnaround in vehicle crime.

It's simple, really. For every five vehicles Tracker activates, at least one arrest is made. So the more Trackers we have fitted to vehicles, the more criminals we take off the streets.

Thank you for joining us and adding your weight to the fight against vehicle crime. You are helping all South Africans to 'Take Back Tomorrow'.

## Reasons to believe

Here are just a few reasons why we believe you made the right choice in partnering with us:

- **Invented the industry** – Tracker's technology brought mainstream vehicle tracking to the world in the United States in 1986.
- **Largest vehicle tracking company** – Globally, there are some 2-million Tracker units fitted to vehicles throughout 30 countries. In South Africa, Tracker's technology is fitted to over 550 000 vehicles.
- **Most recoveries in the world** – Tracker's technology has recovered at least 250 000 stolen and hijacked vehicles throughout the world. In South Africa alone, Tracker has recovered more than 45 000 vehicles in only 12 years.
- **Largest recovery fleet** – Tracker has approximately 1300 recovery vehicles and aircraft in its recovery arsenal – by some margin the largest recovery fleet in Africa.
- **Most arrests** – Tracker's recoveries in South Africa alone, by working in partnership with the SAPS, have resulted in over 7700 arrests, more than any vehicle tracking company on the continent.
- **Global power** – Tracker frequently exchanges information with partners in crime-ravaged countries such as Columbia, Brazil, Russia and Mexico to ensure that we remain one step ahead of global and local crime syndicates.
- **National recovery network** – Tracker owns its own radio-satellite recovery network which covers almost 99% of South Africa's population.
- **Five Product options** - Tracker has three consumer and two fleet products for you to choose from. This allows you to select the product, price and services which best suit your needs.
- **National installation network** – In addition to a network of Tracker-approved fitment centres throughout the country, Tracker offers clients mobile installations at a time and place convenient to you.

- **Partnership** - Tracker is the only stolen vehicle recovery company in South Africa who has a formal partnership with the South African Police Services (SAPS), affording us the power of arrest.

## Inspection and service

The Tracker system will withstand the environment and day to day demands involved with conventional vehicle use.

An inspection is, however, compulsory to comply with the product warranty if a Tracker Selftest request has failed or in the following instances:

- If your vehicle is damaged in an accident and needs repair
- If you have electrical work carried out on your vehicle
- If you have additional electronic equipment fitted to your vehicle (for example cellphone kit, audio system, etc.)
- If your vehicle has been in storage or not driven for more than one month

Even if your warranty expires, you are advised to have your Tracker system tested in the event of any of the above.

The Tracker Stolen Vehicle Recovery system is designed to require minimal maintenance. At the time of installation the Tracker system is carefully tested to ensure that it is working properly.

## Purchase warranty

The installation of the Tracker system is guaranteed for a period of twelve months. For the warranty to remain valid, the Conditions of Inspection and Service must be adhered to. The specific conditions of the warranty and the services Tracker provides are detailed in your Tracker contract. Please refer to this for additional information.

## Important

Should your personal details change, please contact Tracker's Service Centre to update your information.

## Important Tracker numbers:

**Tracker Service Centre (For sales and general enquiries)**  
0860 60 50 40

**Tracker National Emergency Call Centre**  
0800 13 23 23

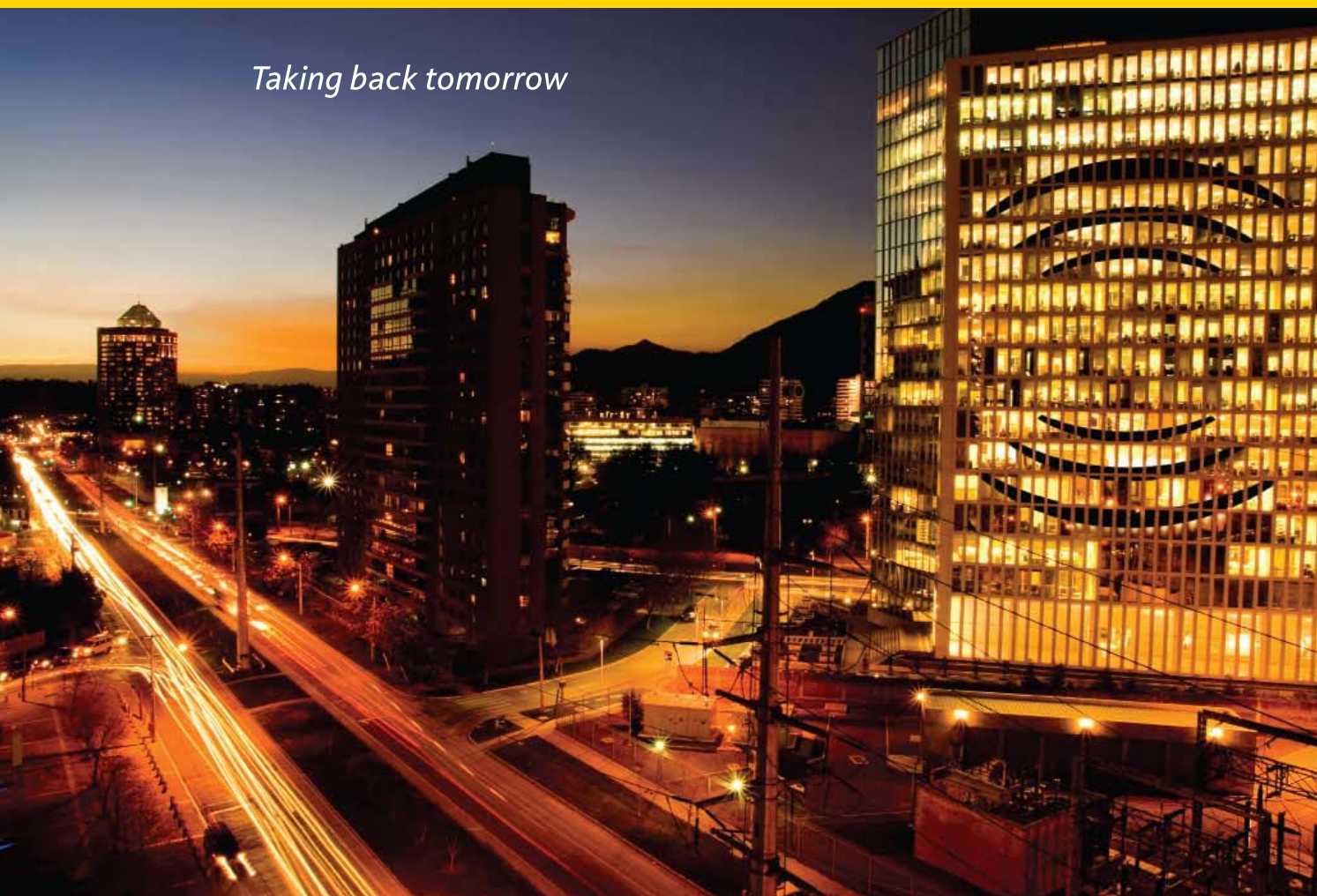
Please note that under no circumstances should the National Emergency Call Centre be called for any purpose other than to report a stolen or hijacked vehicle.

[www.tracker.co.za](http://www.tracker.co.za)

**Our partners in  
"Taking back tomorrow"**



*Taking back tomorrow*



## Our consumer product range



### Tracker Retrieve system

The Tracker Retrieve system uses sophisticated communications technology. Once it is installed in a vehicle Tracker will only activate it, if it is reported stolen by an authorised activator. Tracker Retrieve and Tracker Alert are powered by LoJack and use Radio Frequency (RF) technology to track stolen and hijacked vehicles.

### Tracker Retrieve and Alert units:

- Are water resistant
- Have an Internal back-up battery

### Benefits of RF technology for Stolen Vehicle Recovery

RF technology allows Tracker to fit some of the smallest and most advanced tracking units available in the world today. A better-hidden unit improves the chances of recovery.

Tracker has its own dedicated radio satellite network, which has been designed specifically for Stolen Vehicle Recovery. The network covers almost 99% of SA's population including all border posts and is 'on duty' 24/7.

Tracker imports its units directly from LoJack in the USA who is the global leader in stolen vehicle recovery technology.

Tracker units draw a minimal amount of current from a vehicle's power supply. With increasingly sophisticated onboard technology being utilised in modern vehicles, current draw of after fitment devices is more important than ever.

### Coverage and network

The backbone of Tracker's network takes the form of strategically placed high sites.

These are sophisticated 'microwave' towers erected at the highest possible locations throughout the country. They are normally inaccessible and always protected by the latest security systems. No expense has been spared in making these high-sites efficient, reliable and weatherproof.

Because of their vast range, Tracker's grid of high sites overlap and in the unlikely event of a tower being disabled, the integrity of the network remains intact.

Giving even more refined coverage to Tracker's network are repeaters ("mini high-sites"), which pinpoint much smaller areas, enabling recovery units to home in on a stolen vehicle often within minutes of its Tracker unit being activated. We have full control over the system and are not reliant on third party networks.





Tracker Alert is an innovative system that acts like a silent guard, keeping a watchful eye over your parked vehicle. Once you have armed the Tracker Alert unit, the Tracker 24-hour Alert Call Centre will be notified should any unwarranted movement of the vehicle be detected. Operators at the Call Centre will then phone you to confirm the incident. Should it transpire that your vehicle has been stolen, your Tracker System will be activated and the recovery team take action immediately.



### The key fob

When Tracker Alert is installed, the technician will give you a Tracker Alert fob.

### Using Tracker Alert

Arming and disarming Tracker Alert is accomplished automatically and does not require any physical action by the user. When the Tracker Alert system detects that the vehicle is moving, it attempts to establish communication with the key fob. If after five minutes no key fob is identified, Tracker Alert sends an alarm to Tracker's Alert Call Centre.

Tracker's Call Centre will then phone you to inform you of the probable theft of your vehicle. Should you confirm the incident, your vehicle's Tracker Alert System will be activated through our normal procedures and protocols, and tracking and recovery will proceed with urgency.

If Tracker Alert detects that the vehicle is moving and establishes communication with the key fob, then the system is reset and waits to detect movement again.

Once Tracker Alert sends an alarm to Tracker's Alert Call Centre, it will continue sending alarms for a predetermined period, after which it will cease transmissions. At this point Tracker Alert will ignore any further movement of the vehicle. In order to reset the system it is necessary to reintroduce the key fob. This is

accomplished by driving the vehicle with the key fob present, for approximately five minutes.

It is vital that you remember that leaving the Tracker Alert fob in the vehicle will result in the Tracker Alert System automatically disarming itself. Please note that Tracker is not an anti-hijacking system.

### Timing

The Tracker Alert System will respond to any unauthorised movement of the vehicle by sending out its alert signal to Tracker's Alert Call Centre, but owing to the covert nature of the Tracker system, this signal may take several minutes before it is responded to. This underlines the fact that it cannot be used as a panic button. It is important to note that Tracker Alert does not replace any other theft prevention device fitted to the vehicle, but operates as a separate entity.

### Trouble shooting

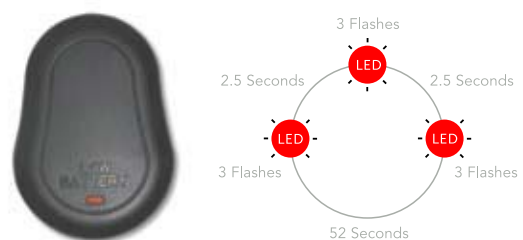
#### Key fob LED functions

When the battery is first inserted, or on replacement of the battery, the key fob will flash eight times to indicate that it has power.

When the key fob battery is low it will flash three times, wait 2.5 seconds, repeat two more sets of three flashes and then wait for one minute and repeat the whole sequence again until the battery is flat. It is expected that the key fob will flash for several weeks before the battery is completely flat.

#### Key fob battery

The key fob's expected battery life is approximately one year. The battery used to power the key fob is a 3V Lithium battery, type DL2032, which is readily available at most hardware or convenience stores. Simply purchase a new battery and replace the fob's existing battery.



# What to do if your vehicle is stolen

## Stolen vehicle details

To prevent misuse, only Authorised Activators registered with Tracker can request that the Tracker System be activated. To assist Tracker in recovering the vehicle, it is important that as much information as possible is provided when requesting activation.

## Police case details

If a vehicle has been stolen or hijacked and the incident has not been reported to the SAPS prior to calling Tracker, our operators may activate the Tracker System immediately, but they will insist that a case number is obtained from the police within one (1) hour and that Tracker is informed of the details.

This is for your own safety, and is additional protection against fraudulent use of the Tracker system. It is important to report any crime to the South African Police Service as quickly as possible after the event. With vehicle crime, the reporting of theft or hijacking to the South African Police Service is a legal obligation and is essential to assist in the recovery of the vehicle.

## Personal details

The Authorised Activator will be asked a few critical questions regarding the theft, the vehicle and personal details (e.g. ID number and password). Remember, the more information provided to Tracker and the Police, the better.

### Consent

In order for Tracker to activate the vehicle, we are required to obtain consent to empower the South African Police Service to act on your behalf. This is done by asking three questions, which must be answered positively. They are listed below.

### Question 1

Are you aware that the police, in their effort to recover your vehicle, may arrest and detain the person(s) found in possession of the vehicle?

### Explanation

You are empowering the police to question and/or arrest the person(s) in possession of the vehicle.

### Question 2

Are you aware that in the process of seizing the vehicle, the police may have to use force?

### Explanation

If fired upon, the police will most probably return fire. If the person(s) refuses to stop, the police will use the necessary force to stop them.

If the person(s) attempts to resist arrest, the police will use the necessary force to overpower and detain them.

### Question 3

Do you know and understand that the State may commence a criminal prosecution against the person(s) suspected of stealing or hijacking the vehicle in question, irrespective of who he/she/they may be?

### Important

If the caller replies in the negative to the questions set out above, the operator will inform the caller that the Tracker System will not be activated.

## Frequently asked questions

- Q** How will a recovered vehicle be returned to you?
- A** The return of the stolen vehicle is arranged by Tracker's National Emergency Call Centre in conjunction with the South African Police Service. In most instances, any cost incurred in returning the recovered vehicle to you, should it be found away from your home town, would normally be covered by your insurance company. Alternatively you can subscribe to Tracker's "Track and Tow" service. For a small monthly subscription, Tracker will deliver the vehicle to your doorstep no matter where it is recovered in South Africa.
- Q** What happens if the battery is disconnected?
- A** The Tracker system (in its active state) constantly draws power from the main vehicle battery. Should this be disconnected, Tracker's back-up battery provides power for 72 hours.
- Q** What must I do if my vehicle is stolen?
- A** Immediately contact Tracker's National Emergency Call Centre on 0800 13 23 23 from anywhere in the country 24hrs a day and 365 days a year.
- Q** What is an "Authorised Activator"?
- A** An Authorised Activator is someone specified by you who has permission to activate the Tracker System on your behalf. There are no limits to the number of people Tracker will allow as Authorised Activators on your vehicle.
- Q** Can anyone other than the customer activate the Tracker System?
- A** Yes, but if they are not listed as Authorised Activators they will only be able to do so by obtaining a case number for vehicle theft or hijacking from the South African Police Service.
- Q** Can Tracker guarantee the recovery of the vehicle?
- A** By setting our vast infrastructure and resources in action, we will do everything in our power to recover your vehicle. However, certain circumstances are beyond our control, making it impossible to guarantee the recovery of every vehicle. Rest assured that with Tracker installed in your vehicle, you have the best possible protection at your disposal and the best chance of recovering your vehicle.



This revolutionary, internet-based vehicle monitoring and tracking solution is designed to protect you and your family and not just your vehicle. It allows you to personally track your vehicle in real-time by simply going online to [www.tracker.co.za](http://www.tracker.co.za). SkyTrax comes standard with access to roadside and emergency medical assistance for added peace of mind.

### **Using Tracker SkyTrax:**

#### **Internet username & password:**

Once your Tracker SkyTrax unit has been fitted and is active in your vehicle, Tracker will contact you to set up a username and password. You will need this username and password to log onto the Tracker SkyTrax website in order to locate the position of your vehicle at any time. This password will also be sent to your cellphone via SMS.

#### **In addition to locating your vehicle you will also have access to:**

- Detailed trip logs
- Summary trip logs
- Vehicle activity summary

#### **Security questions:**

You may also call Tracker for information regarding your vehicle. To maintain strict confidentiality and for security purposes you will be asked to identify yourself by providing certain key information to the operator before any information regarding your vehicle will be released.

#### **What should I do if I require assistance?**

Call Tracker SkyTrax on 086 111 8729 (086 111TRAX) or simply press your assistance button located in a discreet position in your vehicle.



## How will Tracker SkyTrax respond?

### If you call the emergency number:

We will assess the situation and immediately dispatch the necessary services.

### If you have pressed your assistance button:

We will first try to contact you to establish the type of assistance required and then send one of our recovery teams to the location of your vehicle.

## What should I do if I press my assistance button by accident?

If you have pressed your assistance button by accident it is important to notify Tracker SkyTrax immediately. False alarms draw critical resources away from real incidents, which impacts on response times.

## The "CODE"

Should you have accidentally pressed the "assist" button, it will be necessary to give the operator a pre-determined CODE. This CODE should be a word that is familiar to you and easy to remember. Giving your correct code to the operator, will confirm that you are not in some kind of trouble. If the operator cannot make contact with you, it will be ASSUMED that you have called for assistance. An armed reaction vehicle will be dispatched to the site of your vehicle.

Should you have deliberately pressed your "assist" button under THREAT e.g. in a hijacking situation, PLEASE DO NOT GIVE THE CODE when the Control Centre calls you. Either DO NOT ANSWER your phone, or if forced to answer the call, give any word that you can think of. If you do not answer your phone, or if the operator does not receive the CORRECT CODE from you, it will be ASSUMED that you are in danger. The operator may say "sorry, wrong number" or may simply end the call without raising an alert to the hijacker. An armed reaction service will be dispatched to the location of your vehicle without delay.

Please remember that an UNANSWERED CALL, NO CODE or an INCORRECT CODE will result in an armed reaction vehicle being dispatched to the location of your vehicle.

## Emergency contacts

You will be required to provide the contact numbers of two people who our control centre may contact in the case of an emergency.

## Tips if you are hijacked

A hijacking is an extremely volatile and unpredictable situation which requires that you react in an unthreatening way towards the hijacker for your own safety. Here are a few tips that can help keep you from harm's way:

- Your first priority is to protect your own life, Tracker can recover your vehicle later
- Obey the hijacker's instructions at all times
- Keep your hands visible at all times
- DO NOT ATTEMPT TO PUSH YOUR ASSISTANCE BUTTON - hijackers are aware that motor vehicles are fitted with tracking devices and assistance buttons
- Try to calmly get out of the vehicle

## Health checks

SkyTrax does regular health checks on your unit. In the event that we notify you of a problem with your unit, the onus is on you to make your vehicle available for inspection and service to limit any potential risk. It is not necessary to perform Tracker Selftest on our SkyTrax product range.

## Tracker SkyTrax services

In order to provide you with the best personal motoring emergency service in the country, we have partnered with the appropriate service providers in the industry.





Continued...

### Medical emergency services 24/7\*

- Emergency medical assistance hotline. Including family and domestic abuse counselling, rape counselling, trauma counselling, child abuse, bereavement counselling and HIV counselling.
- Suicide hotline and poison hotline.
- Medical doctor on call.
- Emergency medical response with road and air service.
- Hospital transfers to an upgraded facility at the medical doctor's discretion.
- If an accident occurs outside your town of residence, you will be moved to a facility closest to your area of residency.
- If hospitalisation is in excess of 5 days outside the area of residency, we will cover the cost of any economy class travel for a close relative to visit you.
- Free escorted return of minors if stranded as a result of a client's hospitalisation. The minors will be transported under supervision of a nominated person.

### Roadside services\*

- Roadside services will be dispatched for flat tyres, flat batteries and keys locked in the vehicle with Tracker covering the call-out fee and one hour of labour.
- In the event that a customer runs out of fuel, Tracker will cover the call-out cost, but not the fuel cost.
- If a client's vehicle needs to be towed due to a mechanical or electrical breakdown, Tracker will cover the cost up to the amount of R500.
- In the event of an accident, please contact your insurer for guidance and assistance.
- If a breakdown occurs outside a radius of 100km from a client's residence, Tracker will cover the cost of transporting a maximum of 6 passengers from the broken-down vehicle to one nominated address.
- If the vehicle breakdown occurs outside a radius of 100km, Tracker will cover hotel accommodation up to an amount of R500.
- Should the client not wish to avail of the hotel accommodation facility, Tracker will cover the cost of car rental to the value of R500. You will be required to return the rented vehicle to an agreed location.

- If the broken-down vehicle is to be stored at a place of safety, Tracker will cover the storage costs up to the value of R500.

### Legal assistance\*

- Telephonic legal information and advice (during office hours only).
- A referral to a legal advisor is charged to the client's account.
- Tax advice includes advice on current tax laws only, referral to a tax specialist and acceptance of such services will be for the client's account.

\* Subject to terms & conditions (E+OE).

### Tracker SkyTrax Product Features

Product Offering	SkyTrax Consumer Standard	Additional Extra
GPS Pinpoint Location	Within 5 meters	
GSM Network Coverage	Nationwide	
GSM Triangulation	●	
Proactive Medical Emergency Assistance	●	
Proactive Roadside Assistance	●	
Legal Assistance	●	
Proactive Vehicle Recovery	●	
Proactive Technology 24/7	●	
Daily Unit Health Checks	●	
Internet Web Access	Unlimited	
Free Internet Web Position per Month	Report	
Mileage Monitoring	Report	
Summary Vehicle Trip Information	●	
Electronic Log Book	●	
Backup Battery	●	
Battery Notification	●	
1 Standard Assist Button	●	
Additional Assist Button		●
High Risk Area Alert/Border Alert	●	
Tow Notification	●	
Regular Health Checks	●	

## Our fleet monitoring product range



### Tracker Fleet

Owning your own fleet is challenging enough. That's why Tracker developed a state-of-the-art, web based, vehicle monitoring system which gives you real time information of offences such as speeding, or breaching of no-go areas. It will even send email and sms notifications on specific events 24 hours a day, meaning the system does all the work for you, helping you maximize your fleet efficiency.

### What makes Tracker Fleet a unique fleet management service provider?

- Web based access to real time and historic vehicle movements.
- Immediate sms and email notifications of specified vehicle events 24/7 once configured
- Fleet Managers can verify the status of any vehicle in their fleet at any time through the internet or a mobile phone
- Receive real time notifications on selected vehicle status by sms or email via the 'Master'
- Daily unit health checks
- Manage vehicle journeys remotely and in real-time in order to avoid problematic, high-risk routes
- Avoid unnecessary overtime
- Ability to replay trips
- Specialised installations where the price is agreed upon prior to the installation
- A combination of GPRS and SMS technology for the most effective reporting of vehicle movements
- Technology that allows for roaming if the vehicle travels outside South Africa where there is GSM coverage
- Ability to pull reports to investigate the history of specified or all vehicles in the fleet





## Tracker ExecuFleet

You need access to detailed reports to efficiently and effortlessly manage a large fleet. Tracker Execufleet is a world-class Vehicle Monitoring and Stolen Vehicle Recovery System that provides you with details such as 24 hour vehicle visibility, driver behaviour management and route adherence plans, leading to a measurable return on investment.

## What sets Tracker ExecuFleet apart from other products?

- This product allows the user access to more fleet management tools especially in terms of the software as well as access to a wider variety of information on driver and vehicle behaviour.
- The fleet manager can run his/her own fleet management software.
- The Fleet Manager can install optional extras to improve the efficiency of the fleet.

## Standard ExecuFleet features:

- Web based tools for real time and historic fleet movement
- Daily Tracker ExecuFleet Health Checks
- Real time notification of over-speeding and harsh braking once configured
- Multiple event notification can be set up
- Vehicle movement playback for incident investigations.
- Compilation and scrutiny of multiple reports for client specific requirements
- Improve Fleet productivity with ExecuFleet by staying informed at all times of the location of your vehicles
- Historic analysis to enable fleet managers to make informed decisions

- Recall historical and real-time information on driver behaviour, vehicle abuse, non-adherence to schedules and routes
- Identify unauthorised stops and avoid unnecessary overtime

## Optional accessories:

- Vehicle Voice Kit which provides voice communication to the driver in the vehicle
- The fleet manager has the ability to communicate with the driver. The driver cannot abuse the system as he/she only has the ability to send a "Please Call Me" request.
- Fuel levels awareness
- Over revving awareness
- Excess idling awareness
- Driver tags to identify and recognise individual drivers with driver performance measurement tools. This promotes trust by rewarding the best driver behaviours

## Optional ExecuFleet Client Software:

- Ability to set up for multiple sites and monitoring of these sites via 'Site Visit' reports
- Ability to configure 'No-Go' areas and to set up notifications to advise of violations of these areas
- Optimised adherence routes per vehicle can be set up. Manage route deviations in real time.
- An event stack with operator response history to manage all options as selected for stack notification
- Compilation and consideration of additional reports for specific fleet management information
- Configuration of notification via sms or email on selected vehicle status which will be sent immediately in response to signals from the unit
- ExecuFleet provides Fleet Managers with an end-to-end solution including multiple area movement awareness for authorised and unauthorised vehicle movements. One can manage vehicle journeys remotely and in real-time in order to avoid problematic, high-risk routes and allow multiple routes to be attached to multiple vehicles at the click of a button



- Tracker ExecuFleet provides unlimited historical information playback which is invaluable for training and investigative purposes.
- Fleet managers can set up notifications to cell numbers and e-mail addresses for specified exceptions. In addition, site visit reports for all vehicles reporting to the workstation can be accessed.

### Tracker value- added services

## *Track & Tow*

Our optional Track & Tow service is available to all Tracker customer for a minimal fee.

If the thought of having to collect your stolen and recovered vehicle from a police "pound" in an undesirable location fills you with dread then this is the product for you. We will collect your vehicle and return it with little or no inconvenience to you.

In some instances a recovered vehicle is found in an unroadworthy condition. In this unfortunate event Tracker Track & tow will collect your vehicle and tow it to a location specified by you.

To add Tracker Track & Tow to your Tracker contract, simply call our customer service call centre and we will arrange it for you over the phone.





# Selftest

## Rest Assured With Tracker Selftest

To ensure our clients' peace of mind, Tracker has devised a convenient way of testing Tracker's Retrieve and Alert systems. Subscribers can now Selftest their units at participating BP Service Stations or at any other sites offering the Tracker Selftest facility.

This service is completely free of charge at BP service stations and is there to ensure the functionality of the units. The system should be tested at least twice a year and it is strongly recommended that the owner does so if the vehicle was involved in an accident or after significant electrical or mechanical repairs have been done.

## 4 Easy Steps to Peace of Mind

### Step one

To test the unit, you will have to obtain a personal identification number (PIN) by contacting the Tracker Service Centre during office hours on **0860 60 50 40**.

### Step two

At the participating BP Service Station, or other test sites, call the Tracker Selftest number, 082 237 5000 (standard cellphone rates apply). Do not make the call from your cellular phone using a hands-free kit due to sound distortion.

### Step three

A prerecorded voice will ask for your PIN. You will then also be asked to enter the unique number of the Service Station/test site where you're calling from. This number is displayed at the cashier in the BP Express Shop or on the windows of other test sites. Once this information has been captured, the call will be terminated.

### Step four

It is important that your vehicle remains at the test site for at least five minutes after the call. You can then leave the test site.

You will then receive an SMS on your cellphone notifying you whether or not the test has been successful. Tracker will also receive a notification for our records.

For security reasons, the test result SMS will contain no customer or vehicle specific information.

It is advised that you only test one vehicle at a time.

If the test is successful, no further action will be required from you. If, however, the test is unsuccessful, please contact Tracker on 0860 60 50 40 during office hours so that we can arrange to check your unit.

# Participating Tracker Selftest Service Stations

## Gauteng

BP North Rand  
C/O North Rand &  
Kirschner Roads  
Boksburg

BP Hutton Delta  
291 Jan Smuts Avenue  
Randburg

Dolomite Motors  
C/O Reinecke &  
Dolomite Streets  
Carltonville

BP Queenswood  
409 Stead Street  
Queenswood

BP Atterbury Mart  
Atterbury Road, Value Mart  
Fearie Glen

BP Beyers Naudé  
C/O N1 Intersection  
& Beyers Naudé Road  
Cresta

BP Braamfontein  
120 Smith &  
Henri Streets  
Braamfontein

IAC - Vereeniging  
Shop 23, Hanger Mall  
Rhodes Avenue  
Vereeniging

IAC - Southgate  
Rifle Range Road  
Southgate

IAC - Roodepoort  
139 Ontdekkers Road  
Roodepoort

Boulevard Motors  
C/O Jan Van Riebeeck &  
Frikkie Meyer Streets  
Vanderbijl Park

BP Nina Park  
C/O Graffenheim &  
Rachel De Beer Roads  
Nina Park

Theo Motors  
C/O 6th & Stubbs Streets  
Randfontein

BP Mamelodi  
C/O Broadway &  
Hinterland Roads  
Pretoria

BP Fourways  
C/O Sunset Boulevard &  
William Nicol Road  
Sandton

BP Salt Lake  
C/O Springs &  
Denne Streets  
Brakpan

BP Melrose Arch  
110 Corlett Drive  
Birnham

BP Centurion  
C/O Bloukrans Street  
& Highveld Ext 1  
Pretoria

BP Motordeal  
39 Houtkop Road  
Vereeniging

BP Empire  
18 C/O Empire &  
Joubert Streets  
Parktown

BP Luipaard  
437 Main Reef Road  
Krugersdorp

BP Enterprise  
107 Queens & Church  
& 3rd Avenues  
Mayfair

BP Dobsonville  
C/O Kgame &  
Mohajane Streets  
Dobsonville

BP Baragwanath  
C/O Old Potch &  
Collinder Roads  
Soweto

Grants Service Centre  
27 C/O Verona &  
Prairie Streets  
Rosettenville

Boulders Service  
C/O Old Pretoria &  
Alexandra Roads  
Midrand

BP Randburg  
104 Malibongwe Drive  
Strydom Park

BP Sunnyrock  
C/O North Reef &  
Edenvale Roads  
Germiston

The Crossing 1 & 2  
C/O Main &  
Grosvenor Roads  
Bryanston

BP Edenvale North  
202 Van Riebeeck Avenue  
Edenvale

IAC - Gezina  
Unit 5, Capital Mini Park,  
C/O Voortrekker &  
Solomon Roads  
Gezina

Ontdekkerspark Motors  
328 C/O Louis &  
Ontdekkers Roads  
Roodepoort

BP Jean Ave  
240 C/O Rabie &  
Jean Avenue  
Centurion

M1 Oasis  
M1 Highway, Between  
Booyens &  
Xavier Road turnoff  
Ormonde

IAC - Randburg  
212 Bram Fisher Drive  
Randburg

IAC - Midrand  
Pond Centre  
Old Pretoria Road  
Midrand

BP Randhart  
C/O Swartkoppies &  
Potgieter Roads  
Randhart

IAC - Brooklyn  
Fehrsen Street  
Brooklyn

El Corro Motors  
C/O 14th Ave &  
Bagley Terrace  
Randburg

BP Charles Street  
C/O Charles &  
Atterbury Street  
Pretoria

IAC - Boksburg  
319 Bentel Avenue  
Boksburg

BP Twin Palms  
Schoeman Street  
Pretoria

BP Rivonia  
381 Rivonia Road  
Sandton

BP Mashikoane  
Stand 2076, Plot 10  
Block H  
C/O Soshanguve Highway  
Soshanguve

BP Tom Jones  
102 Tom Jones Street  
Benoni

BP Linden  
1 C/O Hendrik Verwoed Drive  
Linden

Sheffield Service Station  
1 Off Golden Highway &  
Sheffield Road  
Lenasia South

City West Service Station  
564 Church Street  
Pretoria

BP Kensington  
Broadway Avenue  
Kensington

BP Louis Botha  
Louis Botha & 11th Avenue  
Orange Grove

BP Heidelberg  
15 Heidelberg Road  
City Deep

BP Zambesi  
Zambesi Drive  
Pretoria

BP Grayston  
C/O Grayston Drive &  
North Road  
Sandown

BP Meyer Street  
C/O Meyer &  
Exodus Streets  
Germiston

**KwaZulu-Natal**

Thompson Service Centre  
Sundown & East Streets  
Port Shepstone

Bullion Boulevard Express  
125 Bullion Boulevard  
Richards Bay

BP Hillcrest  
42 Old Main Road  
Hillcrest

Araf Fuel Centre  
299 Edwin Swales Drive  
Rossburgh

Richmond Road  
Service Station  
8/12 Richmond Road  
Pinetown

BP Pitstop  
103 Allen Street  
Newcastle

IAC - Durban  
216 Stanger Avenue  
Durban

La Lucia Ridge Oasis  
49 Sagewood Way  
Umhlanga

Moore Road Service Station  
222 Moore Road  
Durban

Cascades Service Station  
McCarthy Drive  
Pietermaritzburg

Seadoone Service Station  
26 Seadoone Road  
Amanzimtoti

**Limpopo**

Northern Transvaal Motors  
108 C/O Landrost Mare Street  
Polokwane

Bridge Service Station  
4 Rissik Street  
Louis Trichardt

BB Motors  
8 Danie Joubert Street  
Tzaneen

BP 1-Stop  
20 Warmbad Road  
Thabazimbi

IAC - Polokwane  
80 Schoeman Street  
Polokwane

**Northwest Province**

BP Waterfall Park  
C/O Howick &  
Johannesburg Roads  
Rustenburg

Sampo Motors  
C/O Swart & Buiten Streets  
Lichtenburg

Springbok Garage  
99 Voortrekker Street  
Klerksdorp

**Mpumalanga**

BP Motors  
C/O Hans Strydom &  
Bailey Streets  
Witbank

BP Riverside  
C/O White River &  
Lydenburg Streets  
Nelspruit

De Witse Garage  
69 Kerk Street  
Ermelo

Rex Motors  
3 Church Street  
Middelburg

Trichardt  
Highveld Medi-Clinic  
G05 Admin Office  
Voortrekker Street  
Trichardt

Nelspruit  
16 Russel Street  
Nelspruit

**Western Cape**

BP Motague Drive  
32 Montague Drive  
Montague Gardens

TG Motors  
10 York Street  
George

BP Cavendish  
214 Main Road  
Claremont

BP Dorp Street  
73 Dorp Street  
Stellenbosch

BP Sandown Service Station  
1 Sandown Road  
Blouberg Sands

BP Tygervalley  
273 Durban Road  
Bellville

IAC - Cape Town  
Heron Crescent  
Century City Square

Blue Route Service Station  
20 Tokai Road  
Tokai

BP Pinelands  
C/O Forest Drive &  
Stephens Road  
Pinelands

Somerset Road Filling Station  
4 Somerset Road  
Cape Town

## Eastern Cape

Nakisa Service Station  
Sutherland Street  
Mthatha

BP Greenacres  
254 Greenacres  
Shopping Centre  
Cape Road  
Port Elizabeth

IAC - Port Elizabeth  
C/O Langenhoven Drive  
& Pickering Street  
Port Elizabeth

IAC - East London  
49 Bell Street  
East London

BP Berea  
18 Pearce Street  
East London

## FreeState

Craib Avenue Motors  
Craib Avenue  
Welkom

Bethlehem Tracker Office  
Shop 2 De Oude Werf Centre  
C/O Muller & Landros Roads  
Bethlehem

Bloemfontein Tracker Office  
47 President Steyn Street  
Bloemfontein

# Terms & Conditions

## Tracker Network (Pty) Ltd Terms of Customer Contract

### 1. Parties

This agreement is between Tracker and the Customer.

### 2. INTERPRETATION

2.1 In this agreement, unless inconsistent with or otherwise indicated by the context -

2.1.1. "activator" means the person/s indicated as such on the application form by the Customer, as amended from time to time by the Customer in writing;

2.1.2. "application form" means the form accompanying these pages identifying the Customer together with any document attached thereto/referred to therein and which form part of this agreement for all purposes and may include voice recorded telephonic communication between the Customer and Tracker;

2.1.3. "Aggregated Customer data" means generic, non-specific aggregated Customer data and includes, inter alia, make and model of vehicle, frequently travelled areas, theft and hi-jacking statistics, etc. but excludes personal information;

2.1.4. "Alert service" means the optional service subscribed to by the Customer for the notification by Tracker to the Customer of a suspected unauthorised movement of the Customer's vehicle;

2.1.5. "authorised user" means the person/s identified in the application form and, from time to time after the completion of the application form, such other persons as the Customer may identify by means of giving Tracker notice of such particulars concerning the authorised user as Tracker may reasonably require, and who is authorised to perform the task/s as indicated in the application form;

2.1.6. "Customer" means the corporate/juristic or other person having juristic personality identified on the application form as such, whose application for the service has been accepted by Tracker by means of installing the hardware in a vehicle;

2.1.7. "Customer data" means information (excluding personal information) pertaining to the Customer and/or the Customer's vehicle as generated, sent, received and/or stored by electronic means (including the hardware) in the rendering of the services and the operation of the hardware;

2.1.8. "ECTA" means the Electronic Communications and Transactions Act No 25 of 2002, as amended;

2.1.9. "false alarm" means any service signal relating to the movement of the Customer's vehicle which is caused by the Customer failing to adhere to the correct operating procedures.

2.1.10. "hardware" means the specialised in-vehicle communication and positioning equipment and material required for the provision of the services (including a "Subscriber Identification Module (SIM) as supplied by Vodacom on Vodacom's terms and conditions), and includes any software or firmware associated with the hardware;

2.1.11. "operating instructions" means any oral or written guidelines, conditions, operating procedures, SAPS protocols or other instructions from time to time provided by Tracker to the Customer in connection with the provision of the service or the operation of the Hardware;

2.1.12. "personal information" means the information as defined in Section 1 of the ECTA pertaining to the Customer as contained in the Application;

2.1.13. "Police" means the South African Police Service as contemplated in the South African Police Service Act 68 of 1995 and includes any member of the Service as contemplated in that Act as well as any employee, servant or agent of the South African Police Service;

2.1.14. "price option" means the one of the two price options which the Customer selected. The price options are fully described in the official price list issued by Tracker from time to time and are summarised as:

2.1.14.1 Cash option for the hardware and monthly subscriptions escalating on 1 October each year. A calendar month's written notice is required to cancel the contract. Payment for the hardware is due on installation.

2.1.14.2 Free Fitment option with a minimum contract period of 36 months ("the contract period") and monthly subscriptions escalating on 1 October each year. After the initial 35 months, the contract continues, until cancelled by the Customer giving a calendar month's written notice to Tracker;

2.1.15 "service" means the Alert and/or Retrieve service provided by Tracker to the Customer, in co-operation with, inter alia, the Police, for the location of stolen vehicles (collectively "the Tracker system");

2.1.16 "services" means collectively the service and/or the SkyTrax service;

2.1.17 "SkyTrax service" means vehicle telematics services for purposes of vehicle tracking, monitoring and emergency assistance and such other purposes as Tracker may make available from time to time;

2.1.18 "SkyTrax" means the vehicle telematics system which uses, derives, generates and computes telemetry data relating to a host, road going vehicle and which communicates via a telecommunications network (whether cellular and/or satellite and/or radio) and a store and forward switch with a client server and/or Web server;

2.1.19 "software" means Tracker's fleet management software, including all source codes and intellectual property associated therewith;

2.1.20 "subscription charge" means the fee, payable by the Customer to Tracker monthly in advance for the service and/or the SkyTrax service, which is initially the amount shown on Tracker's official price list at the time of the completion of the application form, and thereafter as may be determined in accordance with 10.2, in all cases as will be shown on Tracker's official price list from time to time;

2.1.21 "subscription period" means the period for which subscription charges have been paid by the Customer, commencing on the day of installation of the hardware and terminating upon termination of this agreement in terms of 13;

2.1.22 "Territory" means the geographical Territory of the Republic of South Africa as set out in the Constitution of the Republic of South Africa Act 200 of 1993, or any amendment or substitution of that Act;

2.1.23 "testing" means to test the alert and retrieve hardware by way of self-testing or by contacting Tracker in order to ascertain whether the hardware in the vehicle is still operational and in good working order;

2.1.24 "third party business partners" means third parties contracted to and/or associated with Tracker and required by Tracker for the provision of the services or aspects thereof, and/or the efficient functioning of the hardware;

2.1.25 "Tracker" means Tracker Network (Pty) Limited, Registration No. 1995/05497/07, of Stonemill Office Park, Republic Road, Darrenwood; 2194;

2.1.26 "Vehicle/s" means any motor vehicle or other movable article;

2.1.27 "Vodacom" means Vodacom Service Provider Company (Pty) Ltd (Registration No. 1991/001471/07), a provider of cellular telecommunications network services and connections thereto or such other cellular telecommunication network services provider chosen by Tracker from time to time;

2.2 This agreement applies to all vehicles described in the application form and from time to time after completion of the application form, added thereto or substituted by the Customer.

### 3. APPLICABLE TERMS

All services rendered by Tracker are rendered in accordance with this agreement. The Customer's acceptance of the Application and/or the making available of the vehicle for installation of the hardware and/or payment of the installation fee and/or monthly subscriptions constitutes the Customer's acceptance of the terms of this agreement.

### 4. INSTALLATION AND COMMENCEMENT OF SERVICE

Tracker shall commission the hardware as soon as reasonably possible after the installation thereof in the vehicle and with effect from such commission, the service/s shall be available to the Customer. Once the Customer has accepted such installation by means of a signature on Tracker's standard installation report or hand held device, or any other means as determined by Tracker from time to time by or on behalf of the Customer, Tracker shall not be liable for any claim arising from faults or damages to the vehicle and/or the vehicle's electrical systems thereafter. However, the hardware installed in the vehicle will not affect the operation of the vehicle, specifically the operation of the vehicle's electrical and computer systems. Should it however be proved, beyond reasonable doubt, that the installation or the hardware has negatively affected the operation of the vehicle, Tracker shall rectify the problem at its own cost. In the event that a fault is reported to Tracker which fault is not due to Tracker hardware and/or workmanship, the Customer will be liable for the costs incurred for despatching a technician, as well as the diagnostic fee.

### 5. PROVISION OF THE SERVICE

5.1. Tracker shall use its best endeavours to maintain the availability of the service/s to the Customer in the Territory subject to the terms and conditions set out in this agreement.

5.2. If the vehicle is stolen in the Territory during the subscription period, Tracker shall use its best endeavours to activate the hardware for the purpose of locating the stolen vehicle, provided that -

5.2.1. With the exception of vehicles fitted with SkyTrax, a vehicle shall be treated as stolen only if it is reported as stolen to Tracker and the Police by any authorised user or activator and otherwise in accordance with the operating instructions;

5.2.2. Tracker shall cause the Customer to be notified once any stolen vehicle has been located, but it shall be the responsibility of the Customer to report any other recovery of the stolen vehicle as soon as possible to the Police and Tracker in order to ensure that the Tracker Unit is deactivated;

5.2.3. Due to the many factors outside its control, Tracker does not undertake or warrant that the service/s will lead to the location of the stolen vehicle and in any event the service/s are not available outside the Territory, and the SkyTrax service is limited to GSM and GPS coverage;

5.2.4. The Customer shall be responsible to make any necessary arrangements with the Police for the return of a vehicle that has been located;

5.2.5. Tracker shall not be liable to render any service outside the Republic of South Africa. The Customer may however activate international roaming for the SkyTrax service, which activation will only be possible if made 24 (twenty four) hours prior to and within the borders of the Republic of South Africa. The Customer shall be liable for the costs of such international roaming.

### 6. THE POLICE

6.1. The service is rendered in terms of arrangements entered into between Tracker and the Police, which provide an agreed framework for the operation of the Tracker System in the Territory. However, the Police are not obliged to use the Tracker System and their use of the system will vary with, and will be subject to, personnel and logistical constraints on them and prevailing circumstances from time to time. The Police use the Tracker System in their sole discretion for the location of vehicles and are under no obligation to the Customer in respect of the Tracker System.

6.2. Nothing contained in this agreement imposes upon the Police any legal duty of care or obligation in relation to policing duties which is greater than or different from that which is owed to the public at large. Nor does this agreement record or imply any undertaking on the part of the Police that they shall continue to participate in the operation of the Tracker System.

### 7. HARDWARE WARRANTY

Tracker shall, at its election, either repair or replace the hardware free of charge if the hardware becomes inoperative or develops faults by reason of defective components, workmanship or design within 12 months of the hardware being installed for the first time by Tracker. This warranty shall not be applicable if the hardware or its installation has been tampered with, modified, repaired (except by persons authorised by Tracker) or has otherwise been subject to water damage, misuse or a collision.

### 8. DATA AND PRIVACY

8.1 The Customer hereby acknowledges and agrees that –

#### Personal Information

8.1.1 The Customer is required to furnish Tracker with personal information and other data in terms of the agreement and to allow for the provisions of the services. The Customer undertakes to provide such data and personal information as required in the application and to provide Tracker with amendments to such data and personal information as and when such amendments occur;

8.1.2 Tracker shall only use the personal information for the purpose of administering the agreement and shall only disclose such personal information to such of its third party business partners as is necessary to enable the provision of the services;

8.1.3 Save as provided in 8.1.2 above or as required in law or as specifically authorised by the Customer in writing, Tracker shall keep personal information strictly confidential;

#### Customer Data

8.1.4 Pursuant to rendering the services and the operation of the hardware, Tracker and/or the third party business partners are required to intercept, collect, collate, process, store and maintain Customer data. With effect from the installation date, the Customer hereby consents to Tracker and/or the third party business partners intercepting, collecting, collating, processing, storing and maintaining Customer data;

8.1.5 Certain aspects of the services and the functioning of the hardware are dependant upon third party business partners and as such, the Customer Data will be viewed/received by more than one person. With effect from the installation date, the Customer hereby acknowledges that for purposes hereof, Tracker and the third party business partners are the intended recipients of the Customer Data and consents to Tracker and the third party business partners intercepting, viewing and receiving the Customer data;

8.1.6 Tracker is entitled for purposes of product marketing to supply and freely trade in the Aggregated Customer Data and/or Customer Data to third parties, free of any charge payable by Tracker to the Customer. Tracker warrants that such Aggregated Customer data shall exclude personal information;

8.1.7 Tracker is hereby permitted to use Aggregated Customer data (which shall exclude Personal Information) to compile profiles for statistical purposes. The Customer agrees that Tracker may freely trade with such profiles and statistical data.

8.1.8 Tracker shall comply with the provisions of the ECTA, in particular insofar as personal information is concerned;

8.1.9 Tracker hereby subscribes to the principles outlined in Section 51 of ECTA. In this regard the parties agree that:

8.1.9.1 Tracker shall not electronically request, collect, collate, process or store the Customer data which is not necessary for the lawful purpose for which the Customer Data is required;

8.1.9.2 The express written permission of the Customer for the collection, collation, processing and/or disclosure of the Customer Data to the third party business partners has been obtained;

8.1.9.3 Tracker has in terms hereof disclosed to the Customer the specific purpose for which the Customer Data and/or Aggregated Customer Data is/will be requested, collected, collated, processed and/or stored;

8.1.9.4 Tracker shall not use the Customer Data for any purpose other than the disclosed purpose referred to elsewhere herein without the express written permission of the Customer, unless Tracker is permitted or required to do so by law;

8.1.9.5 Tracker shall for so long as the Customer Data is used and for a period of at least 1 (one) year thereafter, keep a record of the Customer Data and the specific purpose for which the Customer data was collected;

8.1.9.6 Tracker shall delete or destroy all personal information, Customer Data or Aggregated Customer Data, which in its opinion, has become obsolete.

## 9. WARRANTIES AND UNDERTAKINGS BY THE CUSTOMER

9.1 The Customer warrants that the information supplied in the Application (including bank account details and vehicle information) is true and correct and hereby undertakes to update the said information as soon as any changes occur.

9.2 The Customer warrants that he/she/it is the owner of vehicle, alternatively, the Customer hereby warrants that he/she/it will obtain written authorisation and/or duly executed resolution from the owner authorising the Customer to enter into this agreement with Tracker on the owner's behalf, which written permission shall be provided to Tracker prior to entering into this agreement.

9.3 The Customer hereby undertakes to inform any third party driver of the vehicle that the vehicle is fitted with hardware which generates Customer Data which is intercepted and monitored by Tracker and/or its third party business partners;

9.4 The Customer indemnifies and holds Tracker harmless from any claims, costs, damages or losses of whatsoever nature and howsoever arising as a result of the breach of the aforesaid warranties and/or undertakings.

## 10 SUBSCRIPTIONS

10.1 The Customer shall pay all subscription charges monthly in advance in terms of Tracker's payment policy.

10.2 Tracker shall be entitled to change the subscription charge on not less than 30 days prior notice to the Customer, provided that such changed subscription price will be CPIX related.

## 11 PAYMENT POLICY

11.1 Payment of subscription charges shall be made by way of debit order, unless otherwise agreed, on the date specified by the Customer unless the debit order is returned, in which event Tracker may take such payment on a date of its choice.

11.2 Tracker shall provide the Customer with a monthly invoice or statement upon request.

11.3 Tracker is entitled to recover any other outstanding amounts via debit order, including subscriptions in arrears and additional charges as provided for in 13.

11.4 The Customer shall be liable for any bank charges incurred by Tracker as a result of returned debit orders.

11.5 Tracker shall be entitled to recover from the Customer any outstanding or overdue amounts, all bank charges and legal costs, including collection commission on the scale as between an attorney and his or her own client, arising from such recovery.

11.6 Where an insurance company or other third party pays the subscription charge to Tracker on behalf of the Customer, Tracker will automatically debit the Customer's bank account, the details of which were either obtained from the Customer, or the insurance company/third party payee, with subscriptions and any other amounts due upon notification from such insurance company/third party payee that the Customer is in default of payment. The subscription charge so debited shall be the standard Tracker subscription charge and not the special insurance rate.

## 12 SOFTWARE LICENSE

In the event that the Customer wishes to make use of the software as indicated in the Application, Tracker shall grant to the Customer a limited, non-exclusive licence to use the software for the duration of the agreement within the territory, subject to the Customer entering into a software licensing agreement with Tracker upon the terms and conditions set out therein.

## 13 ADDITIONAL CHARGES

The Customer shall be liable for the following additional charges, and any other charges applicable to any additional service/s, as requested by the Customer and provided by Tracker:

13.1 Tracker will charge a fee for the de-installation of the hardware from one vehicle and the re-installation of the hardware into another vehicle.

13.2 Tracker may, at its discretion, elect not to de-install a unit for purposes of re-installation into another vehicle, however, should the Customer insist on such de-installation, the Customer shall be liable for the applicable de-installation fee.

13.3 Tracker will charge a fee for replacing one product with another.

13.4 Tracker will charge a fee for the testing of the Alert and Retrieve hardware.

13.5 Tracker will charge a fee for the third and any subsequent false alarms relating to the Alert service in any one calendar month.

13.6 The charges or additional services referred to herein or provided to the Customer are available on request and payment will be taken by direct debit.

## 14. SUSPENSION AND TERMINATION OF SERVICE

14.1 Tracker may, at its sole discretion and without incurring any liability, at any time and from time to time, suspend the service/s in whole or in part -

14.1.1 if a technical failure affects the provision of the service/s;

14.1.2 if changes to or termination of the service/s are required by any governmental or regulatory authority;

14.1.3 if the provider of the radio communications network in the Territory ceases to make such network available or ceases to trade; or

14.1.4 if any third party business partner to Tracker relating to the SkyTrax service ceases to make such service available; or

14.1.5 during any period when the Customer is in default of any provision of this agreement including the operating instructions and any default in the payment of any amounts owing to Tracker in which event the Customer will be notified thereof telephonically and/or in writing. Notwithstanding the aforesaid, should the Customer be in default of payment of the subscription charge for 2 (two) consecutive months, Tracker shall be entitled to suspend the service without any further notice.

14.2 Tracker shall not be liable for any delay in performing or any failure to perform any of its obligations in terms of this agreement caused by force majeure, being any cause beyond the control of Tracker, or caused by any act or omission of government, road, regulatory or other competent authority, or by any institution owned, controlled or operated by the State, whether such act or omission be official or otherwise.

14.3 This agreement shall terminate –

14.3.1 if cancelled by the Customer on not less than one calendar month's written notice to Tracker, provided that it may not be cancelled during the first 36 months in respect of the Free Fitment option.

14.3.2 if cancelled by Tracker, on not less than one calendar month's written notice by Tracker to the Customer to this effect in the event of the Customer/authorised user being in breach of any term of this agreement including any operating instructions all of which are agreed to be material; or

14.3.3 automatically, without prior notice and without liability on the part of Tracker, in the event of the Customer/authorised user using the service for any purpose other than the location of the vehicle as intended in 5.1, or using the Alert service or the SkyTrax service in any manner deemed by Tracker in its sole and absolute discretion to be inappropriate (and the Customer hereby indemnifies and agrees to hold Tracker harmless against any claim that may be made against Tracker as a result of such improper use of the service and/or the SkyTrax service).

14.4 If this agreement is cancelled by Tracker under 14.3.2 or has terminated automatically under 14.3.3, Tracker shall be entitled, if the Customer has not completed his minimum contract period, to claim and recover from the Customer an amount equal to the subscription charges that would have been payable by the Customer for the remaining minimum contract period. This agreement shall not terminate automatically in the event of the loss, theft or damage to the hardware or to the vehicle that it is fitted to.

14.5 Should the Customer wish to terminate this agreement during the contract period as set out in 2.1.14 above, Tracker shall be entitled, without prejudice to any of its rights arising out of this agreement or in law, to accept the Customer's termination, to suspend the provision to the Customer of the services, and to recover from the Customer upon demand, as liquidated damages, an amount equal to the outstanding amount on the hardware that would have been payable by the Customer to Tracker, but for early termination.

## 15 LIMITATION OF LIABILITY

15.1 Tracker does not provide any warranty (save as set out in 7) in respect of, and shall not be liable 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 -

15.1.1 any delay, defect or other failure in the provision of the service/s, the installation or operation of the hardware, or in the radio communications network or GSM network in the Territory, operating in conjunction with the hardware or other aspects of the Tracker System; or

15.1.2 any negligence on the part of Tracker or any of its authorised agents.

15.2 The Customer is responsible for ensuring that the hardware is comprehensively insured.

## 16 CESSION AND DELEGATION

16.1 The Customer or authorised user shall not be entitled to cede or delegate any of its rights or obligations in terms of this agreement without the prior written consent of Tracker, which consent shall not be unreasonably withheld in the event of the Customer or authorised user wishing to dispose of the vehicle to a person who is willing and able to become a customer of Tracker on such terms and conditions and in terms of such procedures as Tracker may require at the time.

16.2 Tracker shall be entitled to cede or delegate its rights or obligations

in terms of this agreement to any person without the consent of the Customer.

## 17 GENERAL

17.1 This agreement, which includes the application form and the operating instructions, if any, issued by Tracker from time to time, constitutes the whole agreement between the parties as to the subject matter hereof, but Tracker may, without the further consent or agreement of the Customer, only in respect of operating instructions referred to in 5.2.1, vary any of the terms and conditions of this agreement by means of issuing new or amended operating instructions to the Customer from time to time during the contract period.

17.2 Any notice required to be given in terms of this agreement by one party to the other shall be given, in the case of Tracker, to the address set out in 2 or, in the case of the Customer, to the Customer's address, which the Customer appoints as its domicilium citandi et executandi, as set out in the application form, or as amended by the parties from time to time, provided that it is an address within the Republic of South Africa.

17.3 Any notice given in terms of this agreement shall be in writing unless otherwise provided for herein and shall, if transmitted by facsimile, be deemed to have been received by the addressee on the day following the date of despatch, unless the contrary is proved.

17.4 If any provision of this agreement is, or is rendered, unlawful or unenforceable (retrospectively or otherwise) then the unlawful or unenforceable provision shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the law or interpretation rendering it unlawful or unenforceable or, if such modification is not possible, the provision shall be deemed to be severable from the remaining provisions of this agreement and shall be deemed not to have been written;

17.5 The parties hereby consent to the jurisdiction of the Magistrates court; provided that nothing in this clause shall be construed as prohibiting either party from instituting proceedings in the High Court of South Africa;

17.6 The Customer agrees that Tracker may, in accordance with legislation to which it is bound, carry out a credit enquiry with any registered credit bureau, and consents to Tracker submitting any of the Customer's details to any registered credit bureau, including but not limited to the Customer's personal data, payment history and/or failure to meet payment commitments, which information may be shared by that credit bureau with any other registered credit bureau or credit provider for any purpose as prescribed by the National Credit Act, 34 of 2005.

DATED and SIGNED at \_\_\_\_\_ on this \_\_\_ day of \_\_\_\_\_  
who warrants that he/she is duly authorised hereto.

FOR AND ON BEHALF OF:

\_\_\_\_\_

Duly authorised

\_\_\_\_\_

NAME IN PRINT:

DESIGNATION: (if applicable)

\_\_\_\_\_

## Tracker national representation:

### Eastern Cape

Port Elizabeth (041) 365 6779

East London (043) 721 0480

George 082 778 1533

### Free State

Bloemfontein (051) 430 2751

Bethlehem (058) 303 0103

### Gauteng

Johannesburg (011) 380 0300

Pretoria (012) 349 2479

### Kwazulu-Natal

Durban (031) 569 1599

Ladysmith (036) 631 4560

Richards Bay (035) 789 7435

Pietermaritzburg (033) 342 2980

Shelley Beach (039) 315 5653

### Limpopo

Polokwane (015) 295 4313

Tzaneen (015) 307 5441

Louis Trichardt (015) 516 1424

### Mpumalanga

Nelspruit (013) 755 3097

Middelburg (013) 243 1057

Secunda (017) 638 0730

### North West Province

Klerksdorp (018) 468 5506

Rustenburg (014) 592 3366

### Western Cape

Cape Town (021) 421 4685

### Head Office

P O Box 2492

Cresta 2118

Johannesburg

Telephone: (011) 380 0300

Facsimile: (011) 215 8900

### Tracker Service Centre:

**0860 60 50 40**

### Tracker National Emergency Call Centre

**0800 13 23 23**

### Tracker SkyTrax

**086 111 8729**

### Crime Stop

**08600 10 111**

[www.tracker.co.za](http://www.tracker.co.za)