



TRACKER GUARD TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. Tracker Guard provides you with a national, mobile, armed response unit, despatched to you if you experience a roadside breakdown or accident and feel unsafe.
- 1.2. In order for you to qualify for the Tracker Guard Product ("Service"), you need to be subscribed to the Service. To activate the Service, you may press the "Assist" button installed in your vehicle should you have a Tracker telematics unit installed in your vehicle, or you may press the "Assist" button that has been built into the Tracker Guard app, or you may call the Tracker Monitoring Control Centre ("TMCC") on 011 084 8110 and advise us of your location.
- 1.3. Should you press your Assist button installed in your vehicle or on the Tracker Guard app, the TMCC will call you to understand your situation and if required, they will despatch the Tracker Guard reaction unit directly to your location and facilitate other services you may require.
- 1.4. It is important for you to know that if you press your "Assist" button installed in your vehicle more than 3 (three) times to request the Service, the TMCC will automatically presume it is a faulty signal and may not respond.

2. THE SERVICE

- 2.1. A Tracker Guard will be deployed only in circumstances where you experience a roadside breakdown or accident, and you feel unsafe.
- 2.2. The Service is not to be used for events which do not relate to a roadside breakdown or accident, or for third parties who are not subscribed to the Services. A Tracker Guard will not be despatched to your home, secure office park, complex, shopping centre, restaurants or any other safe public area or for any other reason.

3. FUNCTIONS OF TRACKER GUARD

- 3.1. At the scene of a roadside breakdown or accident, the Tracker Guard's primary function is to protect you from danger. The Tracker Guard is not obliged to act as an escort, provide transport or perform any other roadside duty unless there are extenuating circumstances, which will be in the discretion of the Tracker Guard.
- 3.2. If there are extenuating circumstances as provided in clause 3.1 and you require any other act by the Tracker Guard which is outside their primary function of protection (by way of example changing a tyre, jump starting the vehicle, minor roadside assistance or escort), you accept full liability and you will not hold Tracker or the Tracker Guard or any Tracker associate, employee or director liable for any claim for damages or loss, whether or not due to negligence.

4. TRACKER GUARD

- 4.1. The Tracker Guard Service Provider will wait with you until your roadside service provider arrives.
- 4.2. If you do not have a roadside service, or if you do not request roadside services at the scene of a breakdown, the Tracker Guard Service Provider will stay with you for a maximum of 90 (ninety) minutes. During this time, you need to make alternative arrangements in order for you to be escorted to safety or for your vehicle to be repaired.

5. TRACKER GUARD CODE OF CONDUCT

The Tracker Guard Service Providers:

- 5.1. are experienced and well-trained individuals who have the skills and knowledge to protect you in dangerous situations. The majority of the Tracker Guard Service Providers have many years of expertise in the security and protection field;
- 5.2. will always be professional, friendly and sensitive to your needs and concerns, and will take the necessary action to protect you and make you feel safe.

6. TRACKER GUARD COVERAGE

The Tracker Guard Service is available in major metros, sub-metros and many outlying areas, which areas will be expanded and amended from time to time. Should you however require a Tracker Guard in an area where a Tracker Guard may not be available, Tracker will use its best commercial endeavours to find an alternative solution. However, Tracker cannot warrant that the Tracker Guard Service will be provided in an area outside the Tracker Guard coverage area, which coverage area is available at <https://docs.aura.services/hosted-coverage-map.html>.

7. TRACKER UNDERTAKING

- 7.1. Tracker undertakes that, if you are in an unsafe area and request a Tracker Guard Service Provider to assist, we are committed to finding and protecting you as soon as possible.
- 7.2. The Tracker Guard Service Providers will be deployed to the location generated from the Tracker telematics unit in your vehicle by your pressing your Assist button, and your location will be confirmed when we contact you.
- 7.3. As soon as your location is confirmed with the TMCC, the Tracker Guard Service Provider will be dispatched to that location should the claim be confirmed to be valid and Tracker has established that a Tracker Guard Service Provider is required.

8. EXPECTED ARRIVAL TIMES

- 8.1. You will, at the time, be informed of the expected arrival times of the Tracker Guard. The arrival times depend on your distance from the suburbs, towns and cities in the coverage area. We will use our best endeavours to meet the expected time of arrival 100% of the time.
- 8.2. If you are outside of the coverage area, we are completely committed to finding you as soon as possible, but we cannot commit to a timeframe. An estimated time of arrival will however be communicated to you by the TMCC once your location has been confirmed.
- 8.3. We may depend on network coverage and your providing your correct location details in order to establish your exact location and arrive within the expected arrival times. The TMCC will continually try and find your accurate location.
- 8.4. You have to inform the TMCC if you move from the confirmed location. Failure to provide this information may mean that the Tracker Guard Service Provider is unable to locate you.
- 8.5. If you are not at the confirmed location, the Tracker Guard Service Provider will search the area to find you. The TMCC will call you and send an SMS to try and confirm the exact location. However, if you do not respond to either the phone calls or SMS then the Tracker Guard Service Provider will stay in the area for no longer than 20 minutes. If he cannot locate you, or if there has been no further response from you, the Tracker Guard Service Provider will return to his base location.

8.6. Whilst our goal is to arrive within the committed time frames to protect you, there are certain circumstances beyond our control which can prevent or delay the Tracker Guard Service Provider arriving within that time such as adverse weather conditions, acts of God, adverse road conditions, heavy traffic, roadside accidents or cellular network coverage. However, the TMCC will inform you of the expected arrival time throughout.

9. LIMITATION OF LIABILITY

9.1. We will use any means reasonably necessary to protect you and the passengers in your vehicle from harm. However, Tracker cannot guarantee your or your passengers' safety, or prevent you from suffering any loss, injury or damage of whatsoever nature and however arising.

9.2. Tracker shall not be liable to you or the passengers in your vehicle or any third party for any direct or indirect (including consequential) damages that may be suffered in the performance or non-performance of the Services, except where such damages was as a result of gross negligence or wilful misconduct on the part of Tracker or a Tracker Guard Service Provider.

9.3. No Tracker Guard service will be provided if the vehicle is not fitted with a Tracker telematics unit.

9.4. We cannot warrant that the Tracker Guard Service will be available to you at all times.

10. LIMITATION OF SERVICE

You may use the Tracker Guard Service 3 (three) times in a 12 (twelve) month rolling period, after which you may be charged an additional fee, which fee will be communicated to you by the TMCC at the time.

11. CONSENT

By using the Service, you consent that Tracker and the CareGuard Service Providers may lawfully enter the premises where a panic activation has originated.