

1. TRACONTIME ONLINE STORE TERMS & CONDITIONS

1.1. These terms and conditions govern all purchases from the Tracontime Online Store. By using www.tracontimeonlinestore.com (the "Website") whether as a visitor or a registered User (the "User" or the "Customer") to browse or purchase any product on the Website you, the visitor / User / Customer, are bound by these terms and conditions ("Terms & Conditions"). www.tracontimeonlinestore.com is owned and operated by Tracontime (Pty)Ltd, a company registered in terms of South African law with registration number Tracontime: 2009/016642/07 (hereinafter referred to as "Tracontime")

2. Registration Process

2.1. You may only purchase goods from this website if you are 18 years or older. If you are under 18, you may only purchase goods from this website with consent of your legal guardian. By accepting these terms and conditions you confirm that you are at least 18 years of age or that you have your legal guardians consent.

2.2. All credit card transactions are Secure Socket Layers encrypted Tracontime registration documents and the Website's registered domain name are checked and verified.

2.3. Online Payment – Mygate.co.za. All online credit card payments are processed by the Mygate.co.za internet Payment Gateway.

Card Holders may go to Mygate.co.za view Mygate.co.za security policy.

2.4. Tracontime shall take all reasonable steps to protect the customer's information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

2.5. In order to purchase any products from the Website, you have to be a registered User and logged in using your own unique log in details.

3. Agreement of Sale

3.1. An Agreement of sale will only be effective when the customer electronically submits a successful order and a payment has been authorized and received by Tracontime.

3.2. Placing a product in a shopping basket without completing the purchase cycle does not constitute an agreement of sale; and/or constitute an order for such product. Tracontime shall not be held liable if such product is not available when the purchase cycle is completed at a later stage. Tracontime may remove such product from a shopping basket if no stock is available.

3.3. Tracontime reserves the right to refuse any order / Agreement of Sales or process any payment thereof; this includes but is not limited to partial orders, for whatsoever reason without giving reason to the customer.

4. Sales Order

4.1. A maximum value of R10 000 (Ten Thousand Rand) per order

There is no minimum order value

The minimum airtime recharge value is R15.00 (Fifteen Rand) per device per month excludes roaming charges.

The maximum airtime recharge value is R20.00 (Twenty Rand) per device per month excludes roaming charges.

5. Products and Availability

5.1. All products and pricing are subject to stock availability.

5.2. The price of each product will be displayed with the product listing. In the event of a sales or special offer, the discounted price shall be displayed.

5.3. Tracontime makes every effort to ensure that the information supplied on the Website is accurate and that the products offered are available, however, where delays and out of stock situations occur, customers will be informed thereof.

5.4. Tracontime shall within reasonable efforts, ensure that products offered are available, however should items be ordered and Tracontime is not able to fulfil the orders, Tracontime shall only be liable to refund the amounts received by the customer for such products.

5.5. Tracontime reserves the right to change any product offered on the Website without prior given notice.

6. Sim Card Activation

6.1. If the SIM is RICA registered, it will automatically be activated when the customer inserts it into your device per your Sales Order. Your Tracontime Sim Card, can take up to 24 hours to be active on the Vodacom Network.

6.2. If the SIM card is not registered in terms of RICA and is inserted into a device, the activation will not be allowed. An SMS will be sent to the SIM card informing the customer to register before the activation will be possible. Your Tracontime Sim Card, can take up to 24 hours to be active on the Vodacom Network.

6.3. Once the SIM card is automatically activated, the customer will see his vehicle reporting online. Your Vodacom Sim Card, can take up to 24 hours to be active on the Tracontime Network.

7. Payments

7.1. Credit Card/EFT

7.2. Tracontime shall only accept South African Visa or Master Credit Cards payments. No Diners or AMEX or Foreign Credit Cards shall be accepted. EFT payments are also accepted.

7.3. At the time of the customer submitting the payment details, Tracontime shall request payment authorization from the Credit Card institute. If such authorization is not obtained the order will fail and not progress further. The customer will see a message to contact their bank.

7.4. Only once the payment has been authorised will the sales order be dispatched from the Tracontime warehouse for delivery to the customer.

7.5. Debit Order

7.6. For the monthly subscription a debit order payment instruction form is required to be filled in with your authority for Tracontime to send to your bank.

8. Refunds

8.1. Credit Card transactions shall only be refunded back to a bank account and not to that of the Credit Card which the purchase was made against. All refunds may take up to 21 working days to process. Please note that all Airtime Bundles and Data Bundles are non refundable as it is sent directly to the Device Sim card.

9. Delivery and Charges

9.1. Tracontime shall only deliver within the borders of South Africa.

9.2. All sales orders exceeding the value of R500 (Five Hundred Rand)(including vat) shall qualify for free delivery.

9.3. All sales orders under the value of R500 (Five Hundred Rand)(including vat) shall incur a delivery fee of R130 (One Hundred and Thirty Rand)(including vat).

9.4. Deliveries shall take place between Monday - Fridays 8:00am-17:00pm.

9.5. Once payment has been received by Tracontime, deliveries shall take between 3-4 working days, depending on delivery address and location.

9.6. It is your responsibility to ensure that an accurate address is supplied and Tracontime shall not be liable for any loss or damage suffered as a result of deliveries to the incorrect address.

9.7. Please be advised that changes to delivery address will not be allowed.

- This includes:
- House Building Number
- Building Name
- Street Name and Number
- Suburb
- Province
- Post Code

10. IMPORTANT NOTICE RICA

10.1. Due to the new Legislative requirements: upon delivery the customer is required to present the following documentation to the courier driver for verification purposes:

- Original ID document
- Passport
- and Proof of Physical Address - Not older than 3 months. E.g. Utility bill, tax return, municipal rates or any other document that confirms the residential address of the customer.

10.2. In the event that the Customer is unable to produce any of the above documents (identification and proof of address) the courier driver will not deliver the products.

11. Risk and ownership

11.1. All risk, including but not limited to risk of loss, theft, damage or unauthorised use, in and to the product which is the subject of the agreement of the sale shall pass to the customer on delivery thereof to the customer.

11.2. Peace of Mind

11.3. Should the customer not be completely satisfied with the purchase, the customer may return it for a full refund provided that:

- the customer contacts the Tracontime Online Support team to arrange collection.
- the product is returned within 14 days from date of receipt and the product is undamaged and is in its original
- packaging including all accessories and any other promotional items, if any.
- no partial returns will be allowed eg: all Bundled goods must be returned as a bundle and not parts of.

11.4. Tracontime reserves the right to levy a reasonable usage charge in respect of returned goods.

12. Warranties and Guarantees

12.1. All devices carry a 12 month Manufacturer warranty. This warranty is honoured on all Tracontime sold devices (applicable to contract/pay as you go and cash customers).

12.2. Kindly refer to our Limited Warranty; Disclaimer of Any Other Warranties Agreement which is attached to your sales order or invoice.

12.3. Tracontime shall not be liable for any loss, cost, claim, or damage of whatsoever nature (excluding injury or death) suffered by the customer in relation to the Tracking device or Monthly Services, however arising.

12.4. All support and/or maintenance offered in relation to the Network or Device is provided by Tracontime thereof and Tracontime shall not be liable for any loss, cost, claim, damage of whatsoever nature suffered by the customer in relation thereto including without limitation any failure of the manufacturer to provide same.

12.5. Record of Online Sale Order

12.6. A record of each sales order and any related transaction between the customer and Tracontime shall be maintained on the Online Website.

12.7. The customer shall only be able to view and print such record during the initial 12 (Twelve) month period. It shall be the responsibility of the customer to retain the record of the relevant sale or related transaction thereafter.

13. Listing of Devices

13.1. In the event of theft or loss of a Device, where Tracontime has provided the Device, the Customer shall be entitled to request Tracontime to list such Device on the "blacklist" as determined by the prevailing policy of Tracontime from time to time. Tracontime shall effect such listing provided that all required information has been supplied by the Customer.

13.2. "Blacklist" shall mean the disablement by electronic or other means, of a Tracking Device thereby preventing its further use on the Tracontime Network.

13.3. In the event of theft or loss of a SIM card, where Tracontime has provided the SIM card, the Customer shall be entitled to request Tracontime to list such SIM card on the "grey list" as determined by the prevailing policy of Tracontime from time to time.

13.4. Tracontime shall effect such listing provided that all required information has been supplied by the Customer. "Greylist" shall mean the disablement by electronic or other means of a SIM card thereby preventing its further use on the Tracontime Network.

14. Disclosure of Information

14.1. Tracontime shall to the extent permitted by law, receive or disclose the Customer's personal information, documents, detailed call records and / or any other information for or to -

- Any law enforcement agencies that require the information for the preventing or investigation of criminal activities.
- Any of Tracontime shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply, marketing and/or auditing purposes.
- Notwithstanding anything to the contrary herein contained, Tracontime shall be entitled to utilise the Customer's call records for tracing purposes as required by it in terms of law.

15. Disclaimer

15.1. Whilst every effort has been made by Tracontime and its suppliers of information, to ensure the proper performance of this website, the accuracy of the information/images and the reliability of the binary data on this website, Tracontime, its affiliated companies, suppliers, or any of their employees, do not guarantee the availability of the Website, content and information offered on the Website or the accuracy of the information and/or images on this Website.

15.2. Tracontime makes no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of this Website and/or the services and/or the information and/or images contained on the Website, are thus used at the customer's own risk.

15.3. In particular Tracontime makes no warranty that the Website will meet the customer's requirements, be uninterrupted, complete, timely, secure or error free.

16. No Warranties

16.1. The Website is supplied on an "as is" basis and has not been compiled or supplied to meet the customer's individual requirements. It is the customer's sole responsibility to satisfy the customer's self prior to accepting these T&C that the service available from and through this Website will meet the customer's individual requirements and be compatible with the customer's hardware and/or software.

16.2. The Website may contain hyper-links to third party sites. Tracontime is not responsible for the content of, or the services offered by those sites. The hyper-link(s) are provided solely for the customer convenience and should not be construed as an express or implied endorsement by us of the site(s) or the products or services provided therein. The customers access those sites and use their products and services solely at the customer's own risk.

17. Governing Law and Jurisdiction

17.1. This Website is hosted, controlled and operated from the Republic of South Africa and therefore governed by South African law and, subject to the 'Disputes' clause of these T&C, the customer submit to the jurisdiction of the South African courts.

18. Privacy

18.1. Tracontime shall take all reasonable steps to protect the customer's personal information. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA).

18.2. Tracontime may electronically collect, store and use the following of the customer's personal information name and surname; birth date; gender; country of residence; closest city; non-personal browsing habits and click patterns; e-mail address; IP address; and ID number / passport number.

18.3. Tracontime collects; stores and uses the above mentioned information for the following purposes:

- to greet the customer when the customer access the Website; subject to the customer consent, to inform the customer of facts relating to the customer.
- access and use of the Website; subject to the customer consent, to inform the customer about competitions and special offers from Tracontime and/or its partners / affiliates; to compile non-personal statistical information about our customer and Tracontime on any matter provided using habits, click-patterns and access to the Website;
- to verify the customer identity when transacting with Tracontime and/or Market place Sellers;
- and to ensure that the goods are received by the addressee. The customer may elect not to receive any communications from Tracontime and/or its partners / affiliates.
- Tracontime may collect, maintain, save, compile and share any information collected from the customer, subject to the following provisions:
- Tracontime shall not disclose the customer's personal information unless - the customer consent thereto; or through due legal process.
- Tracontime may compile, use and share any information that does not relate to any specific individual; and Tracontime owns and retains all rights to non-personal statistical information collected and compiled by Tracontime.

19. TRACONTIME APPLICATION TERMS & CONDITIONS

TRACONTIME ("WE" OR "TRACONTIME (PTY) LTD") IS WILLING TO FURNISH, AND YOU WISH TO PURCHASE FOR UTILISATION AND OR EVALUATION PURPOSES, CERTAIN HARDWARE DEVICES AND ASSOCIATED NETWORK SERVICES, SOFTWARE, AND APPLICATION DEVELOPMENT SERVICES (COLLECTIVELY "TRACONTIME APPLICATION" OR "APPLICATION"). BY PURCHASING, EVALUATING, OR USING THE APPLICATION FURNISHED HEREUNDER, YOU INDICATE THAT YOU, ON BEHALF OF YOUR COMPANY (AND ITS EMPLOYEES AND CONTRACTORS), AGREE TO BE BOUND BY THIS AGREEMENT.

20. NO WARRANTY

ALL TRACONTIME APPLICATION FURNISHED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES OR REPRESENTATIONS EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF QUALITY, PERFORMANCE, TITLE, NON INFRINGEMENT, AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRACONTIME DOES NOT WARRANT THAT TRACONTIME APPLICATION WILL MEET YOU OR YOUR CUSTOMERS' NEEDS OR WILL OPERATE UNINTERRUPTED OR ERROR FREE.

21. Obligations.

You bear all risk of loss of or damage to the TRACONTIME APPLICATION furnished hereunder. You agree that you will not modify, reverse compile or reverse assemble all or any portion of such APPLICATION. You agree that all use of the APPLICATION will be in accordance with applicable South African laws, including export laws and regulations.

22. Indemnification

You shall defend any proceedings or actions brought by a third party against TRACONTIME or its suppliers to the extent based on a claim that your use of TRACONTIME APPLICATION caused bodily injury, death, property damage, or other harm. You agree to indemnify and hold harmless TRACONTIME for any damages (including but not limited to attorney fees) awarded to third parties as a result of such claims.

23. Term and Termination

23.1. The time period for evaluating the APPLICATION furnished hereunder shall commence on the day the Application Access user link is Emailed to you and shall continue for a minimum period of 30 days thereafter (the "Minimum Term"). The providing of services will continue for another 30 days, or after which TRACONTIME will no longer be obligated to provide, and may discontinue providing with notice to you, any network services, software, application development/hosting services, and other TRACONTIME APPLICATION associated with your purchase of the plan. Notwithstanding the preceding sentence, TRACONTIME may agree to extend the Term in the exercise of its sole discretion. Upon the expiration of a Three Year Contract, if you have not agreed to enter into a follow-on a Three Contract agreement governing your further purchase of TRACONTIMES APPLICATION, TRACONTIME may either discontinue all services provided to you under this Agreement (including deactivating any TRACONTIME devices that you have activated on TRACONTIMES APPLICATION) or choose to continue providing services on a month-to-month basis. Termination does not apply to our Cash Payment Plan which is based on no contract. One month notice is required to termination a monthly cash plan.

23.2. Payment is based on pre payment before the following month starts, if no payment has been received by the 10th day of the month, deactivation of this service will be executed until payment has been received.

24. Confidential Information and Proprietary Rights

24.1. In connection with your evaluation of TRACONTIME APPLICATION, you may receive proprietary and confidential TRACONTIME information ("Confidential Information") and you agree to use this Confidential Information solely for the purpose of evaluating the furnished TRACONTIME APPLICATION, to not disclose any TRACONTIME Confidential Information to third parties, and to use the same means to protect against unauthorized use and disclosure of TRACONTIME Confidential Information that you use to protect your own confidential information, but in no event less than a reasonable degree of care. You further agree not to offer TRACONTIME APPLICATION furnished hereunder to any TRACONTIME competitor. We and/or our licensors own and will continue to own all title, rights, and other interests, including all intellectual property rights, in and to all products we sell (and associated data, metadata, specifications, designs, documentation, software, and firmware) and any improvements you may make.

25. Limitation of Liability

25.1. IN NO EVENT SHALL TRACONTIME (PTY) LTD, ITS EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF USE, LOST DATA, OR ANY OTHER INDIRECT DAMAGES EVEN IF TRACONTIME OR ITS SUPPLIERS HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF TRACONTIME AND ITS SUPPLIERS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWO TIMES THE PURCHASE PRICE OF THE EVALUATION KIT. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT. YOU ACKNOWLEDGE THAT THIS LIMITATION OF LIABILITY REFLECTS A PROPER ALLOCATION OF RISK AND FORMS AN ESSENTIAL PART OF THE BARGAIN BETWEEN YOU AND TRACONTIME.

26. Subscriptions

26.1. The Customer shall pay all subscription charges monthly in advance in terms of Tracontime's payment policy on the 1st day of the month.

26.2. Tracontime 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.

27. Payment Policy

27.1. Payment of subscription charges shall be made by way of EFT Transfer, debit order, unless otherwise agreed, on the date specified by the Customer unless the debit order is returned, in which event Tracontime may take such payment on a date of its choice. Tracontime shall provide the Customer with a monthly invoice or statement upon request.

27.2. Tracontime is entitled to recover any other outstanding amounts via debit order, including subscriptions in arrears and additional charges as provided for in 27.1.

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

27.4. Tracontime 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.

27.5. Where an insurance company or other third party pays the subscription charge to Tracontime on behalf of the Customer. Tracontime 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 Tracontime subscription charge and not the special insurance rate.

28.General

28.1.This agreement, which includes the APPLICATION and the operating instructions, if any, issued by Tracontime from time to time, constitutes the whole agreement between the parties as to the subject matter hereof, but Tracontime may, without the further consent or agreement of the Customer, only in respect of operating instructions referred to in our Operating Manuel, 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.

28.2.Any notice required to be given in terms of this agreement by one party to the other shall be given, in the case of Tracontime, to the address set out in below or, in the case of the Customer, to the Customer's address, which the Customer appoints as it's 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.

28.3.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;

28.4.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;

28.5.The Customer agrees that Tracontime may, in accordance with legislation to which it is bound, carry out a credit enquiry with any registered credit bureau, and consents to Tracontime 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.

29.NETWORK TERMS AND CONDITIONS

29.1.The proposed network service plan provides for use of General Packet Radio Service (GPRS) as a packet data transport, delivering messages sent to and from a properly equipped and certified device. This is a data only service arrangement. Service activation requires the purchase of a SIM card from Vodacom.

29.2.The SIM does not immediately provide network service. To enable a working network connection requires the user to activate the SIM on the proposed service plan. Tracontime activates the sim on the customers behalf.

29.3.Included in your monthly subscription is 10MB of GPRS data. If the data exceeds the 10 MB there is a charge of R2,00 per MB.

29.4.GPRS data transport usage is calculated and billed in kilobytes. Usage is rounded up to the nearest kilobyte on a daily basis. GPRS service coverage is generally available throughout the South Africa region. Roaming charges apply to countries next to our borders. International service is available in select areas.

29.5.Roaming charges apply to International services. Roaming charges are added to the basic rate charge per kilobyte. GPRS is the data transport platform quoted in this contract. Occasional use of Short Message Service (SMS) is permitted for Mobile Terminated (MT) messages. Use of SMS is allowed for periodic locating of a mobile device and messaging the device to request a GPRS session, and activate panic alerts.

29.6.On all our plans we offer 15 SMS per subscription per month free. Charges apply for this use of more than 15 SMS. SMS are charged at 0.80c SAR per SMS

29.7.Our Dispatch Inbound and Out bound SMS bundles can be bought in bundles of 100 500 1000 5000 and this is specifically for the Dispatch Application offered to customers that want to communication deliveries to customers with inbound and out bound messages.

29.8.Coverage for a specific area, or at an address, is approximate. Actual coverage may vary depending on system availability, equipment, terrain, signal strength, weather conditions, and other factors. No guarantee of coverage is expressed or implied.

29.9.Roaming charges apply to both mobile originated traffic and mobile terminated traffic. Use of mobile originated SMS in a roaming environment is generally not available and not supported.

30.CUSTOMER CARE SERVICES TERMS & CONDITIONS (STOLEN VEHICLE RECOVERY)

30.1.Upon receipt of an instruction, TRACONTIME shall use its best endeavours to physically locate the affected vehicle, make visual contact with the affected vehicle and, if the affected vehicle is moving, track and follow the affected vehicle using a GPS unit, Wide Range Receiver and antenna and any other mechanism that TRACONTIME, in its sole discretion, deems fit and necessary under the circumstances.

30.2.Upon locating the affected vehicle as set out in 30.1, TRACONTIME shall use its best endeavours to recover and secure the affected vehicle. In recovering the affected vehicle TRACONTIME shall –

- Where possible, use the GPS unit Wide Range receiver and antenna;
- act with due caution in view of the fact that the affected vehicle may not have in fact been stolen or hi-jacked and that the occupants of such affected vehicle may in fact be entitled to be driving and/or to be in possession of such affected vehicle.
- comply with applicable laws, including but not limited to the Criminal Procedure Act No 51 of 1977 and the Private Security Industry Regulation Act No 56 of 2001, as amended, inter alia, whether arising out of statute or common law, in force from time to time, and in this regard, use its best endeavours to avoid any action which is likely to result in injury to persons and damage to property;
- TRACONTIME will make contact/liaise with the South African Police Service or any relevant authority should the need arise (fingerprints, photographs ext.)
- upon recovery of an affected vehicle, TRACONTIME shall use its best endeavours to secure the affected vehicle and any cargo in any such affected vehicle. If it is not possible to secure such affected vehicle and/or the cargo therein, then TRACONTIME shall, insofar as is reasonably possible in the circumstances, remain in attendance of the affected vehicle until such vehicle is lawfully removed.

30.3.TRACONTIME acknowledges and agrees that in providing the services or any aspect thereof time shall be of the essence. Accordingly, TRACONTIME shall use its best endeavours to execute the instructions as rapidly and as accurately as possible.

30.4.PROVISION OF THE SERVICE

30.5.Tracontime 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.If the vehicle is stolen in the Territory during the subscription period, Tracontime shall use its best endeavours to activate a panic from the APPLICATION for the purpose of locating the stolen vehicle, provided that -

30.6.A vehicle shall be treated as stolen only if it is reported as stolen to Tracontime and the Police by any authorised user activator and otherwise in accordance with the operating instructions;

30.7.Tracontime 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 Tracontime in order to ensure that the Tracontime Unit Call Response is de-activated. The Customer shall be responsible to make any necessary arrangements with the Police for the return of a vehicle that has been located.

31.LIABILITY

31.1.The Customer hereby irrevocably indemnifies and holds TRACONTIME harmless against all- claims of whatsoever nature and howsoever arising which may be made against TRACONTIME as the result of the wilful, negligent or reckless acts or omissions of the third party, its employees, agents or representatives;

31.2. Loss, liability, damage or expenses which the Customer may suffer or incur, whether directly or indirectly, as a result of or which may be attributable to the performance by TRACONTIME, its employees, agents or any other person appointed by TRACONTIME to carry out its obligations and the exercise of its duties under this agreement.

31.3. TRACONTIME shall not be liable to the Customer or any of its employees, agents or representatives for any claims of whatsoever nature and howsoever arising including without limiting the generality of the foregoing, any claims for consequential loss or damages. The Customer acknowledges and agrees that the performance of the services and/or the execution of instruction is fraught with danger and may result directly or indirectly in loss of life, injury to body and consequent damage to property. The Customer hereby consents to such risks.

31.4. Due to the many factors outside its control, Tracontime 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 devices is limited to GSM and GPS coverage;

31.5. Tracontime shall not be liable to render any service outside the Republic of South Africa.

32. ADDITIONAL CHARGES

32.1. 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 Tracontime:

32.2. For the per hour cost for the scrambling of a helicopter Service to locate the Stolen Asset. Please enquire about costs

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

Tracontime 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. Tracontime will charge a fee for replacing one product with another.

32.4. The Customer may however activate international roaming for their devices purchased, 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.

33. MISUSE

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

33.2. Tracontime Reserve the right to charge a penalty of maximum of R500 for misuse of our Emergency call out vehicle response. If one of our Emergency vehicles has responded to a scene and there was no reasonable reason for the activation a penalty will be charged.

The Customer acknowledges by signing the Terms and Conditions above that he/she fully understands the agreement and consents to the TERM & CONDITIONS of this Agreement .