

# THE TERMS AND CONDITIONS

This is your agreement with us for the services we offer. Your Legratron agreement is made up of four parts:

- 1 The application
- 2 The terms and conditions
- 3 The terms of use for the Legratron mobile applications (if you use the website or mobile application)
- 4 The Legratron *privacy policy*

Please make sure that you agree only after you have read and understood all the parts of the agreement. The terms and conditions in boxes have impact consequences for you. **Words** in italics are defined in page 3, 4 and 5.

A	DEFINITIONS .....	4
<b>B</b>	<b>INTRODUCING THE AGREEMENT</b> .....	5
1	Who the agreement is between(parties) .....	5
2	when the agreement starts .....	5
3	When the agreement ends .....	5
3.1	The month-to-month agreement, the agreement.....	5
3.2	The 36-month agreement.....	5
4	If you change your mind (cooling-off)- direct marketing only.....	5
C	THE TRACKING <i>UNIT</i> .....	5
1	We own the <i>unit</i> until you have paid for it.....	5
2	Installing the <i>unit</i> at an agreed time and place .....	6
3	Warranty for defective <i>units</i> .....	6
3.1	<i>warranty</i> of 12 months to fix or replace defective <i>units</i> .....	6
3.2	When the <i>warranty</i> applies.....	6
3.3	When the <i>warranty</i> does not apply .....	6
4	If the <i>unit</i> or its installation affect the operation of the vehicle .....	6
D	THE SERVICES.....	7
1	The services we provide .....	7
2	You must use the services for valid and legal reasons only.....	7
3	No guarantee that we will locate the stolen or hijacked vehicle .....	7
4	We do not track the vehicle outside South Africa .....	7
4.1	<i>Telematics unit</i> owners should activate roaming 48 hours before leaving South Africa .....	7
5	When the services might be interrupted or delayed .....	7
5.1	If we can cannot restore availability .....	8
6	It is your responsibility to understand how your <i>unit</i> works, what services you pay for and to ensure that your <i>unit</i> is working.....	8
<b>E</b>	<b>FEES AND CHARGES</b> .....	8
1	For the <i>unit</i> installation and/or monthly <i>service</i> .....	8
1.1	If you have the 36-month agreement .....	8
1.2	If you have a month-to-month agreement .....	9
2	Change for specific items.....	9
3	Increases to fees .....	10

4	Discount on fees are for a limited time only .....	10
<b>F</b>	<b>INVOICES AND HOW TO PAY .....</b>	<b>10</b>
1	Receiving invoices.....	10
2	You must make sure we have updated bank details .....	11
3	You agree that we can ask other parties for your bank details .....	11
4	If an insurance company pays us on your behalf .....	11
4.1	The payments remain your legal responsibility .....	11
4.2	When the insurance policy ends .....	11
5	If we do not receive your payment in time .....	11
5.1	We have the right to suspend the services .....	11
5.2	You must pay additional amounts .....	11
6	It is your responsibility to check your invoices.....	12
<b>G</b>	<b>IF THE VEHICLE IS STOLEN OR HIJACKED .....</b>	<b>12</b>
1	What you must do.....	12
1.1	If the vehicle is stolen or hijacked .....	12
1.2	After the vehicle.....	12
2	When we will not try to locate the vehicle.....	12
3	The police act in an official capacity only .....	12
<b>H</b>	<b>IF A PERSON IS MISSING .....</b>	<b>13</b>
1	What you must do.....	13
1.1	If a person is missing .....	13
1.2	After the missing person or the vehicle found.....	13
2	We will not try to locate the missing person.....	13
<b>I</b>	<b>ABOUT PERSONAL AND OTHER INFORMATION.....</b>	<b>13</b>
1	Personal information, usage data, driver behaviour information and anonymised data .....	13
1.1	You warrant that you accept the Legratron privacy policy .....	14
1.2	You warrant that you give us personal information .....	14
1.3	You warrant that information you give is true and correct .....	14
1.4	You warrant that you have consent to process information .....	14
1.5	You warrant that you have informed those with the right to know .....	14
2	Credit information .....	14
3	Intellectual property right .....	14
3.1	Meaning and scope of intellectual property in the agreement .....	14
3.2	We own or have the right to use the intellectual properly.....	15
<b>J</b>	<b>EMBEDDED VALUE-ADDED SERVICES .....</b>	<b>15</b>
<b>K</b>	<b>CHANGES TO THE AGREEMENT.....</b>	<b>16</b>
1	We have the right to make changes if we give you advance notice.....	16
<b>L</b>	<b>ENDING THE AGREEMENT.....</b>	<b>16</b>
1	If you have a month-to-month agreement.....	16
2	If have you a 36-month agreement .....	16

3	If the vehicle is sold, stolen/hijacked, written off or repossessed .....	16
3.1	If you sell the vehicle (36-month agreement) .....	16
3.2	If the vehicle is stolen or hijacked .....	16
3.3	If the vehicle is write-off .....	16
3.4	If the vehicle is repossessed .....	17
4	If you breach the agreement .....	17
4.1	When we can end the agreement immediately .....	17
4.2	When we will give you time to correct your beach .....	17
4.3	Other rights if you breach the agreement .....	17
4.4	Your legal responsibility if you breach the agreement .....	17
5	If we breach the agreement .....	18
M	SENDING NOTICES UNDER THE AGREEMENT .....	18
1	Address where we agree to accept notices, including legal notices .....	18
2	Address where you agree to accept notices, including legal notices .....	18
3	Time period for notices, including legal notices .....	19
4	Notices by SMS or email .....	19
N	OUR LEGAL RESPONSIBILITY TO YOU IS LIMITED .....	19
O	INDEMNITY .....	20
P	THE RIGHT TO SUB-CONTRACT SERVICES AND ADMINISTARTION .....	20
Q	TRANSFER OF RIGHT AND LEGAL RESPONSIBILITIES .....	20
R	NEITHER YOU NOR WE GIVE UP RIGHTS .....	20
S	EACH PROVISION IS SEPARATE .....	21
T	SOUTH AFRICAN LAW APPLIES .....	21
U	GUIDELINES TO INTERPRETING THE AGREEMENT .....	21
1.1	Headings .....	21
1.2	Singular and plural .....	21
1.3	Form of words .....	21
1.4	The word including .....	21
1.5	General words are not limited .....	21
1.6	Calculating days .....	21
1.7	Reference to law .....	21
1.8	Text in boxes .....	21

## A DEFINITIONS

In the table below, the words and phrases in the left column have the meanings given in the right column. Defined terms are in italics in the agreement. There are guidelines to interpreting the agreement at the end of these terms and conditions.

Affiliate	Means any member of Legratron's group of companies including any holding company of Legratron, any subsidiary of Legratron and subsidiary of Legratron holding company and subsidiary have the meaning given to them in the company Act 71 of 2008.
Application	Means the application to buy and install the unit and to receive the services, which you made by phone, online or by filling in a form.
Breach	Means either to break legal responsibility under the agreement or a legal responsibility that has been broken.
Damages	Means the amount of money claimed by someone or ordered to be paid to someone as compensation for loss that they suffer
Early cancellation costs	Means the fees for ending a 36-month contract before the end of its 36-month term.
Fee	Means the monthly fee that you pay to us for the services, the unit and includes the installation fee.
Installation fee	Means the fee that you pay to us to have the unit installed. if you have a month-to-month agreement, this installation fee is paid up front. If you have a 36-month agreement, this installation fee is paid off over 36 months.
Legal responsibility	Means a duty imposed on someone to do something whether imposed by the law or created by agreement. Legally responsible has a corresponding meaning
Loss	Means the disadvantage a person suffers because of an event beyond anyone's control (for example earthquake or flood) or the action or failure to act on the part of any person. It includes physical loss (for example death, personal injury or damage to property) and financial loss (for example expenses, penalties, loss of income or loss of profits and legal fees)
Police/SAPS	Means the South African Police service (SAPS) and includes any member, employee, servant or agent of SAPS.
Risk	Means being exposed to harm or the possibility of harm, including: <ul style="list-style-type: none"> <li>a) The loss or theft of, or physical damage to, any property;</li> <li>b) The financial loss someone might suffer.</li> </ul>
Services	Means the following: <ul style="list-style-type: none"> <li>a) The service of Legratron that you choose in your application;</li> <li>b) Information and services on the Legratron website and any Legratron mobile applications.</li> </ul>
Service fee	Means the monthly fee that you pay to us to receive the services
Supplier	Means any person or entity that is involved in providing services to us
Telematics	Means global positioning technology
Terms of the Legratron website and Legratron mobile applications	Means the terms and conditions for using: <ul style="list-style-type: none"> <li>a) The Legratron website and mobile application; (as amended from time to time);</li> <li>b) The website of any suppliers to access and use any of the services.</li> </ul>
Legratron	Means Legratron Electronics (Pty) Ltd, Registration No.2015/27963/07, a private company registered in the Republic of South Africa with its business address situated at 65562 Moshoeshoe Str. Tladi Village Walk. Zone 14 Sebokeng Vanderbijlpark Gauteng

Legratron privacy Policy	Means the privacy policy on the Legratron website.
Legratron website	Means the website at the address www.legratron.co.za
Unit	Means the positioning and/or communications equipment that we use to track the location of the vehicle and provide the other services. Certain units include la sim card that provides Telematics. Any reference to a unit shall include a reference to any accessories or peripherals used with the unit.
Unit fee	Means fee set out in your application that you pay to us for the unit.
Vehicle	Means the motor vehicle specified on the application.
Warrant, warranty	Means to make a promise that we are entitled to rely on. A warranty means a promise that the party receiving it is entitled to rely on.

## B INTRODUCING THE AGREEMENT

### 1 WHO THE AGREEMENT IS BETWEEN(PARTIES)

The parties to the agreement are:

- a) Legratron, referred to as 'we' 'us' and 'our' in this document
- b) the customer named on the *application*, referred to as 'you' and 'your' in this document

### 2 WHEN THE AGREEMENT STARTS

The agreement starts when we install the *units* in the vehicle. By allowing the *unit* to be installed in the vehicle, you agree to the agreement. you must **not** allow the *unit* to be installed in the vehicle if you do not agree to the agreement. If the *unit* is already installed in your vehicle at the time when you buy a vehicle, the agreement starts as soon as we receive the *application* form from you or someone on your behalf, or when you make the *application* on the phone.

### 3 WHEN THE AGREEMENT ENDS

your application shows whether you choose a month-to-month agreement or a 36-month agreement

#### 3.1 THE MONTH-TO-MONTH AGREEMENT, THE AGREEMENT

If you have a month-to-month agreement, the agreement continues indefinitely until either you or we end it in terms of **section B4** or **L1** of the agreement.

#### 3.2 THE 36-MONTH AGREEMENT

If you have a 36-month agreement, the agreement continue for 36 months unless:

- a) either you or we end it in terms of **section B4** or **L2** of the agreement; or
- b) it is Extended in terms of **section F5.2**.

At the end of 36 months, the agreement will continue Indefinitely until either you or we end it by giving one calendar month's written notice.

### 4 IF YOU CHANGE YOUR MIND (COOLING-OFF)- DIRECT MARKETING ONLY

You have the right to change your mind if you entered in to the agreement as a result of direct marketing but if you allow the *unit* to be installed in the vehicle within the cooling off period, you give up your right to end the agreement in this time period as the *unit* is then attached to the vehicle. If you did not enter into the agreement as a result of direct marketing, you do not have a cooling-off right.

## C THE TRACKING UNIT

The *unit* is the positioning and /or communications equipment that we use to track the location of the vehicle and provide other services.

### 1 WE OWN THE UNIT UNTIL YOU HAVE PAID FOR IT

We remain the owner of the *unit* until you have paid for it in full.

We remain the owner of the sim card that is included in the *unit* for Telematics customers, even after you become the owner of the *unit* or the agreement ends

## 2 INSTALLING THE *UNIT* AT AN AGREED TIME AND PLACE

You can either:

- a) Take the vehicle to one of our fitment centres; or
- b) Arrange with us for a technician to install the *unit* at the address you choose.

If you arrange with us for a technician to install the *unit* at an address, you choose:

- a) There might be a call-out fee. Please ask us about the fee before you ask for a technician to come to you.
- b) Once we have agreed on the time and place to install the unit, you must make the *vehicle* available at the agreed time and place. If you do not make the *vehicle* available at the agreed time and place, you will be charged a no-show fee.
- c) The place for the installation must be safe and be out of the view of third parties. Our technician has the right to refuse to install the *unit* if they believe the place is not safe.

## 3 WARRANTY FOR DEFECTIVE *UNITS*

### 3.1 WARRANTY OF 12 MONTHS TO FIX OR REPLACE DEFECTIVE *UNITS*

The *unit* has a warranty of 12 months starting from the date that we install it. (we refer to this as the *warranty period*.)

### 3.2 WHEN THE WARRANTY APPLIES

The *warranty* covers repairs to the *unit* if it stops working properly because of defective parts, workmanship or design. We will fix or replace the *unit* at no cost to you.

### 3.3 WHEN THE WARRANTY DOES NOT APPLY

The *warranty* does not apply in any of the following circumstances:

- a) Anyone tampered with or changed the *unit* or the way it was installed;
- b) Someone that we did not authorise, repaired or tried to repair the *unit* or the way it was installed;
- c) The problem was caused by damage from water;
- d) The problem was caused by the abuse of the *unit*;
- e) The problem was caused by collision (for example, a car accident);
- f) If the defect in the *unit* was not caused by us, or by the manufacturer, Importer, distributor or retailer;
- g) If the defect happened or was reported to us, after the 12 months *warranty* period ended.

If the warranty does not apply, you accept that you are legally responsible for the cost of having a *unit* repaired. We charge standard rates for repairs. You should contact us for a quote before asking us to repair a *unit*.

## 4 IF THE *UNIT* OR ITS INSTALLATION AFFECT THE OPERATION OF THE VEHICLE

we fix the problems that the *unit* or its installation causes to the operation of the vehicle at our own cost but only if all of five of the following conditions are met:

- a) The *unit* or installation causes a problem to the vehicle or how it works. We have the right to appoint an expert at our cost to investigate the cause of the problem;
- b) The *unit* or its installation has not been changed, tempered with, or repaired by anyone who does not have authority;
- c) There has not been abuse of the *unit*;
- d) There has not been damage by water to the *unit*;
- e) The problem was not caused by a collision (for example, a car accident)

If you report a fault in the *unit* to us and we have agreed at the time and place to send a technician, you must make the vehicle available at the agreed time and place. If you do not make the vehicle available at the agreed time and place, you will be charged a no-show charge fee.

If you report a fault in the *unit* to us and ask us to send a technician, and the technician reports that the problem is not due to the *unit* or installation, you are *legally responsible* to pay the cost of the

technician. This included any call-out fees and other costs. At the time of reporting the fault, you can ask us for the cost and fees that will apply at the time.

## D THE SERVICES

### 1 THE SERVICES WE PROVIDE

We provide the following services:

- a) The *services* of Legratron that you choose in your *application* and pay for;
- b) Information and *services* on the Legratron *website* ([www.Legratron.co.za](http://www.Legratron.co.za)) and any Legratron mobile *application*.

### 2 YOU MUST USE THE SERVICES FOR VALID AND LEGAL REASONS ONLY

You must use the *services* for valid and legal reasons only. An example of a reason that is not Valid is activating the *unit* for theft or hijacking when there is no genuine theft or hijacking.

You accept that neither we nor our suppliers or *affiliates* are *legally responsible* to you if you use for *services* for illegal reasons. This mean you do not have the right to claim against any one or more of us for *loss* or *damages* that you or anyone suffers as a result of using the *services* for invalid or illegal reasons.

If you use the service for invalid or illegal reasons, you will be committing a *breach* of the agreement.

We then have the right to take steps against you as set out in **section K4** bellow, 'ending the agreement of *breach*'.

### 3 NO GUARANTEE THAT WE WILL LOCATE THE STOLEN OR HIJACKED VEHICLE

We will do our best to locate or to recover the stolen or hijacked vehicle, but we do not guarantee that we will be able to locate or recover the vehicle.

If we are unable to locate or recover the vehicle, the agreement will end in the month after the month in which the *vehicle* was stolen or hijacked.

You accept that:

- a) We do not guarantee that we can locate or recover the vehicle
- b) We are not *legally responsible* for any *loss* or *damages* you suffer if we are unable to locate the vehicle.

### 4 WE DO NOT TRACK THE VEHICLE OUTSIDE SOUTH AFRICA

Outside South Africa, we can only identify the general location of the vehicle in areas where there is adequate GPS, GMS and UTMS (2G and 3G) network coverage or radio frequency network coverage (depending on the kind of network that the unit needs to operate).

#### 4.1 TELEMATICS UNIT OWNERS SHOULD ACTIVATE ROAMING 48 HOURS BEFORE LEAVING SOUTH AFRICA

*Telematics unit* owners who want to use some of our *services* outside South Africa, should call our contact centre at least 48 hours before *vehicle* leaves South Africa to activate the international roaming. There are extra charges for international roaming that will be charged to you we do not order *services* for locating a *vehicle* outside south Africa

By using the *vehicle* outside South Africa, you accept that:

- a) We will not be able to find the exact location of track the *vehicle* outside South Africa
- b) The *services* may not be available outside South Africa

You accept that we are not *legally responsible* for any *loss* or *damages* you suffer if either:

- a) We are unable to locate the *vehicle* outside South Africa; or
- b) The *services* are unavailable to you outside South Africa.

You use the *services* and the *vehicle* outside South Africa knowing and accepting these *risks*.

### 5 WHEN THE SERVICES MIGHT BE INTERRUPTED OR DELAYED

We will do our best to maintain the availability of the *services* to you. However, the *services* might be interrupted or delayed in any of the following circumstances:

- a) A technical failure outside our control. This includes the unavailability, interruption or suspension of any radio or communications networks or any other *services* that we use or rely on to provide the *services*;
- b) If the radio or communication network or *services* provider that we use does not make the network or *services* available to us, or if they stop operating;
- c) If we have informed you by SMS or another way that there is a fault with the *unit* or that we cannot receive a signal from the *unit*, and you have yet delivered the *vehicle* to us to check and repair (or replace) the *unit*;
- d) If a government or regulatory authority requires us to change or stop the *services*;
- e) If there are other circumstances beyond our control, for example fire and floods;
- f) If there are strikes or other industrial action.

This interruption or delay might apply to all or part of the *services*.

If we interrupt or delay the service in any of the above circumstance, we do not have any *legal responsibility* to you:

You accept that:

- a) We will not be able to locate the *vehicle* if it is stolen or hijacked;
- b) You are not entitled to any refund of any fees;
- c) You must continue to pay the fees

### 5.1 IF WE CAN NOT RESTORE AVAILABILITY

we will do our best to restore any interruption to the *services* and to shorten any delay. If there is an interruption or delay to the *services* because of the circumstances referred to above, and we cannot restore availability within 30 days, we will notify you in writing. You then have the right to end the agreement (see **section k**).

## 6 IT IS YOUR RESPONSIBILITY TO UNDERSTAND HOW YOUR *UNIT* WORKS, WHAT SERVICES YOU PAY FOR AND TO ENSURE THAT YOUR *UNIT* IS WORKING

It is your responsibility to understand how your *unit* works, what services you pay for and to make sure that your *unit* is in working order. You can get information on this on the Legratron *website*.

## E FEES AND CHARGES

### 1 FOR THE *UNIT* INSTALLATION AND/OR MONTHLY SERVICE

You must pay for the unit, installation and the monthly service. How you pay depends on the type of agreement you have chosen.

#### 1.1 IF YOU HAVE THE 36-MONTH AGREEMENT

(use this table only if you have 36-month agreement)

Name of charge	How much you must pay	When you must pay
<i>Unit installation and service fee (the fee/s)</i>	Refer to your <i>application</i> for the amount, the first month's fee will be pro-rated from the date the <i>unit</i> is installed in the <i>vehicle</i> .	<b>Monthly:</b> you pay in advance. We will debit your bank account with the fee at the end of the previous month or on the first day of the month for which you have to pay.



<i>Early Cancellation costs</i>	You pay a fair, fixed amount if you cancel in the year, second or third year of the agreement.	Last debit order date or date of last payment to us after cancelling.
---------------------------------	--	---

1.2 IF YOU HAVE A MONTH-TO-MONTH AGREEMENT  
(use this table only if you have a month-to-month agreement.)

<b>Name of charges</b>	<b>How much you must pay</b>	<b>When you must pay</b>
<i>Cost for the unit and the installation fee</i>	Refer to your <i>application</i> for the amount	<b>Upfront:</b> you must pay these <i>fees upfront</i>
<i>Service fee</i>	Refer to your <i>application</i> for the amount the first month's <i>service fee</i> will be pro-rated from date the <i>unit</i> is installed in the <i>vehicle</i>	<b>Monthly:</b> You pay in advance for the service. We will debit your bank account with the <i>service fee</i> at the end of the previous month or on the first day of the month for which you have to pay.

2 CHANGE FOR SPECIFIC ITEMS

<b>Name of Charge</b>	<b>When if applies</b>
A once-off connection charge	When the <i>unit</i> is installed
A no-show charge	If you do not show up or if the vehicle is not available at the agreed time or place for installation or repair of the <i>unit</i> or accessory or peripherals
A re-installation or removal charge	If we have to re-install or remove a <i>unit</i> we are not legally responsible for cost
Call-out/service request charge (SR) Charge	If <i>the unit</i> is damaged or defective where the fault or damage occur after the warranty period, or was not caused by Legratron the manufacturer, importer, distributor or retailer of the <i>unit</i> .  If you choose not to take the vehicle to a Legratron fitment centre, and ask for a technician to come to you at the time and place you choose, an additional charge will be payable
Test charge	You have to test the <i>unit</i> regularly.  Please refer to the Legratron <i>website</i> for information on how and where to test the <i>unit</i> . If you take your vehicle to a Legratron approved fitment centre to have this <i>unit</i> tested, you need to pay the fitment centre a test charge.
False alarm charge	If we receive more than 3 false movement alerts in a calendar month, a false alarm charge will be recovered from you for every sequent false movement alert in that month.
Verification charge	If we believe, at our sole discretion, that you or your vehicle may be at risk and we cannot get hold of you or your authorised person/s to verify your safety and/or the safety of your vehicle, we will be entitled to a verification charge to cover our costs

<p>International and Telecommunications charges (these only apply if you have activated roaming-see <b>section D4</b>)</p>	<p>You are legally responsible for the international roaming and telecommunication charges that we incur in providing the services to you.</p> <p>Some of these international roaming and telecommunications charges may be incurred while the vehicle is in South Africa but near a border with another country.</p>
	<p>This is because network coverage can overlap. The charges might only reflect on your account three months after we incur them.</p>

These charges are calculated at or standard rate at the time. We have the right to increase these charges when we choose to. To find out where the rates are at any time, you can visit the Legratron *website*.

You give us permission to collect these charges from your bank account. See **section F** for how to pay.

### 3 INCREASES TO FEES

We increase the fees and charges on 1 October every year. The annual increase will not be higher than 10% unless the most recent Consumer Price Index in the last completed calendar year is higher than 10%. In the case, the increase will be most recent Consumer Price Index. Your fees will not be increased to be higher than the standard fee published on the Legratron *website*.

The consumer Price Index is the Index published by Statistics South Africa of the year change in prices consumer pay for retail good and other items. The Index is used to measure the rate of inflation in South Africa.

If you are paying discounted, monthly fees as shown in **section E4** below, you will receive a higher annual increase until your monthly fee is the same the standard fee shown on the Legratron *website*. We will notify you in writing 30 days before any increases.

### 4 DISCOUNT ON FEES ARE FOR A LIMITED TIME ONLY

If you are paying discount monthly fees because of the relationship between us and your insurance company or other third party, or because of a special offer, the annual increase to our fees is not limited to 10% or the Customer Price Index. (see **section E3** above)

The discount will stop in either of the following circumstances:

- a) The vehicle is no longer insured by the insurance company, even if you move to another insurance company that we have a similar relationship with;
- b) The relationship between us and the insurance company or third party ends.

You accept that if the discount stops, you must pay the standard fee shown on the Legratron *website*, unless we agree differently in writing. If you have the 36-month contract and you choose to end the agreement at this time you must pay early cancellation cost

## F INVOICES AND HOW TO PAY

### 1 RECEIVING INVOICES

You can choose to receive your monthly invoices by email or can get a copy of your invoice by logging on to the Legratron *website*.

You must pay by debit order from your bank account each month. You give us permission to collect all amount that you owe us from your bank account on the date given in your application however:

- a) If the debit order is returned unpaid, we have right to try to collect the money until we are paid by a method we choose;
- b) If no date is given in your application, we will collect the money from your bank account on any day of the month we choose.

## 2 YOU MUST MAKE SURE WE HAVE UPDATED BANK DETAILS

You must give us the correct details of the bank account from which we must deduct the payment. You must also tell us if your banking details change.

## 3 YOU AGREE THAT WE CAN ASK OTHER PARTIES FOR YOUR BANK DETAILS

You agree that we have the right to request and obtain your bank details from your insurance company or from any other party that has the right to have them.

The use of your banking details will be according to the Legratron privacy policy

## 4 IF AN INSURANCE COMPANY PAYS US ON YOUR BEHALF

### 4.1 THE PAYMENTS REMAIN YOUR LEGAL RESPONSIBILITY

You accept that if we allow an insurance company (or another entry) to pay the fee or any other amount on your behalf, it is still your legal responsibility to ensure that we are paid according to this agreement.

You accept that if we do not receive payment by the due date, we have the right to deduct any due amount from your bank account by using a method we choose.

### 4.2 WHEN THE INSURANCE POLICY ENDS

You accept that you are legally responsible to continue paying even if the vehicle is no longer insured by insurance company or if the insurance policy ends. We have the right to deduct any amounts due from your bank account.

You accept that we are not legally responsible for any charges or loss or damages that you might suffer because we did not receive the monthly fee on time or at all.

## 5 IF WE DO NOT RECEIVE YOUR PAYMENT IN TIME

### 5.1 WE HAVE THE RIGHT TO SUSPEND THE SERVICES

It is your legal responsibility to ensure that there is enough money in your bank account to pay us. We have the right to suspend the services if you do not pay your fees. We will start providing the services again as soon as possible after we receive confirmation from our bank that you have paid the amount due to us by that date. It will take up to seven business days to restore services.

You accept that if the services are suspended because you have not paid the fees:

- a) We will not provide the services (including recovery of a stolen or hijacked vehicle)
- b) We are not legally responsible for any loss or damages you suffer from the services being suspended; and
- c) Payment of arrears will not result in services being re-instated if suspended.

### 5.2 YOU MUST PAY ADDITIONAL AMOUNTS

If we do not receive payment on time, you agree to pay the following amounts on demand:

- a) Legal costs on an attorney-and-own-client scale, related to the demand and recovery of the outstanding or overdue amounts;
- b) Other collection charges and commission that we incur in recovering any outstanding overdue amounts. These includes bank charges if a debit order is returned, unpaid or only partly paid; and
- c) Any cost associated with re-instating your account if the services were suspended.

You accept that you are legally responsible to pay us this additional amount and we have claims against you if:

- a) You do not pay us on time or at all;
- b) You do not have enough money in your bank account to pay us;
- c) You give us the wrong banking details
- d) You do not tell us about the changes to your bank details on time or at all;
- e) You do not tell us that your bank has stopped payment; or
- f) You stop the payment.

We may also be able to end the agreement and claim additional amounts from you if any of these things happen.

If you have a 36-months agreement and you do not pay your monthly instalment in any one or more months, then we have the right to extend the 36-months period by one month for each month that you do not pay.

## 6 IT IS YOUR RESPONSIBILITY TO CHECK YOUR INVOICES

We will do our best to ensure that the amount that we deduct from bank account is according to the agreement. However, you also have a legal *responsibility* to check your invoices and bank statements. If you believe that you have been charged an incorrect fee, you must tell us immediately but no later than 12 months from the transaction date. We will refund the amount only if you show us proof that the amount charged to you was not according to the agreement or any other payment arrangement that you hold with us.

If you can prove that the fee was wrongly charged, we will refund it. You accept that it is your legal responsibility to check your invoices and bank account regularly. For this reason, you accept that the most we will refund you is for a maximum of the last 12 months of incorrect charges.

## G IF THE VEHICLE IS STOLEN OR HIJACKED

### 1 WHAT YOU MUST DO

#### 1.1 IF THE VEHICLE IS STOLEN OR HIJACKED

You must do all the following:

- a) Phone us on 016 592 1110 we will talk you through the procedure for stolen or hijacked vehicle (known as the activation procedure).
- b) Give us the information we ask for to make sure that your request is valid, legal or made by a person who is authorised to report the theft or hijacking to us and initiate the recovery process.
- c) Give us the assistance that we ask for to locate the vehicle.
- d) Follow all instruction.
- e) Immediately report the theft or hijacking to the police.

#### 1.2 AFTER THE VEHICLE

- a) We will tell you if we find the vehicle.
- b) You must tell us if you or the police find the vehicle before we do.
- c) It is your legal responsibility to arrange to have the vehicle returned to you once the vehicle has been processed by the police, whether by making arrangements with the police or otherwise. You accept that it is not our legal responsibility to return the vehicle to you.

### 2 WHEN WE WILL NOT TRY TO LOCATE THE VEHICLE.

We are not required to try to locate the vehicle in any of these circumstances:

- a) If you or the person authorised to report the theft or hijacking to us does not follow the correct activation procedure;
- b) If we are not reasonably satisfied with the responses to our questions when you ask us to locate the vehicle;
- c) If the vehicle is stolen or hijacked outside South Africa;
- d) While the vehicle is outside South Africa;
- e) If the services are suspended because you did not pay us;
- f) If the agreement has ended.

Because we are not required to locate the vehicle in the circumstances set out above, you accept that we are not legally responsible for any loss or damages you suffer because we do not try to locate the vehicle.

### 3 THE POLICE ACT IN AN OFFICIAL CAPACITY ONLY

When the police are involved in locating a stolen or hijacked vehicle, they are acting in their official capacity. Although we and the police may co-operate with each other to locate a stolen or hijacked vehicle, they are not our representatives or employees.

You accept that we are not legally responsible for:

- a) The acts or failures to act of the police, including any intentional or negligent act or failures to act;

- b) Any loss or damages that you suffer because of the acts or failure to act of the police, including any intentional or negligent acts or failures to act.

## H IF A PERSON IS MISSING

### 1 WHAT YOU MUST DO

#### 1.1 IF A PERSON IS MISSING

you must do all of the following:

- a) First report the missing person missing at the nearest SAPS community service centre.
- b) Phone us on 016 592 1110. We will talk you through the procedure for reporting a missing person (known as the activation procedure)
- c) Give us the information we ask for to make sure that your request is valid, legal or made by a person who is authorised to report the missing person to us and initiate the process.
- d) Give us the assistance that we ask for.
- e) Follow all our instructions.
- f) Immediately report the missing person to the police.

#### 1.2 AFTER THE MISSING PERSON OR THE VEHICLE FOUND

- a) We will tell you if we find the missing person or vehicle.
- b) You must tell us if you or the police find the missing person or vehicle before we do
- c) It is your legal responsibility to arrange for the missing person or vehicle to be returned to you.

### 2 WE WILL NOT TRY TO LOCATE THE MISSING PERSON

We will try to locate the missing person in any of these circumstances

- a) If we are not reasonably satisfied with the responses to our questions when you ask us to locate the missing person;
- b) if the person reported missing is outside South Africa
- c) if any of the services are suspended
- d) if the agreement has ended

because we are not required to locate the vehicle or try and find a missing person in the circumstances set out above, you accept that we are not legally responsible for any loss or damages you suffer because we do not try to locate the missing person or vehicle.

## I ABOUT PERSONAL AND OTHER INFORMATION

This section contains terms and conditions relating to the following information:

- a) personal information, usage data, driver behaviour information, anonymised data, and any other information we get from the *unit* installed in your vehicle
- b) Credit information
- c) Intellectual property
- d) Legratron materials

*Any words in italics that are not defined in the definition section of this document are defined in Legratron website*

### 1 PERSONAL INFORMATION, USAGE DATA, DRIVER BEHAVIOUR INFORMATION AND ANONYMISED DATA

The Legratron privacy and policy is published on the Legratron Website. It governs the way we and our suppliers use and share your personal information, usage data, driver behaviour information, anonymised data and any other data we get from the *unit* installed in your vehicle (explanations of these terms can be found in the Legratron privacy policy.)

The *Legratron privacy policy* forms part of the agreement.

You warrant that the information that you give to us is true. You accept that we have the right to treat the statements you make as true. This means that you cannot later claim that the statement you made are not true.

### 1.1 YOU WARRANT THAT YOU ACCEPT THE LEGRATRON PRIVACY POLICY

You warrant that you have read, understood and agree to the Legratron privacy policy you accept that by agreeing to the Legratron privacy policy you are give up some of your right to privacy and give us the right to use your personal information according to the Legratron *privacy policy*. you accept that you do not have the right to take action against us for any loss or damages you suffer from processing your personal information according to the Legratron *privacy policy*.

### 1.2 YOU WARRANT THAT YOU GIVE US PERSONAL INFORMATION

You warrant that:

- a) You are properly authorised and allowed to give us personal information;
- b) You will tell us in writing or by phone on 016 592 1110 when there is any change or update to any of your personal information or, if you are representing someone else in the agreement of the person who you represent;

By giving this warranty, you accept that we may have claim against you for loss or damages that we suffer if you do not have authority to give us because we used your personal information.

### 1.3 YOU WARRANT THAT INFORMATION YOU GIVE IS TRUE AND CORRECT

You warrant that all information, including personal information that you or somebody representing you, gives to us is true and correct.

### 1.4 YOU WARRANT THAT YOU HAVE CONSENT TO PROCESS INFORMATION

If you enter the agreement on behalf of another person or juristic (legal) entity, you warrant that you have received the relevant consent for us to process personal information, usage data, driver behaviour information, anonymised data and any other data we get from the *unit* installed in your vehicle according to your Legratron privacy policy. This includes the owner and driver of the vehicle.

Examples of a juristic entity include a company, a trust and a partnership.

### 1.5 YOU WARRANT THAT YOU HAVE INFORMED THOSE WITH THE RIGHT TO KNOW

You warrant that you have informed all the people or entities who have the right to be informed (including the owner and driver or drivers of the vehicle) about:

- a) The installation of the *unit* in the vehicle;
- b) You agree with us for the services;
- c) Your confirmation that we may process your personal information, usage data, driver behaviour information and anonymised data according to the agreement.

You accept that if any of the statement above are not true, we have claims against you for loss or damages we might suffer because we relied on your warranties.

Our claims could include amounts and damages that we must pay to other people because these statements are, in fact, not true. For example, if the owner or driver of the vehicle claims against us for loss or damages because they did not give permission for the *unit* to be installed in the vehicle where their permission was required, you will have to pay us the amount of these claims.

## 2 CREDIT INFORMATION

You agree that as far as the law allows:

- a) We have the right to carry out a credit enquiry with any registered credit bureau;
- b) We have the right to share your details with any registered credit bureau. This includes your personal information and payment history;
- c) The credit bureau as well as the credit provider that obtains your information from the credit bureau has the right to share your details for any purpose allowed by the National credit Act, no. 34 of 2005;

## 3 INTELLECTUAL PROPERTY RIGHT

### 3.1 MEANING AND SCOPE OF INTELLECTUAL PROPERTY IN THE AGREEMENT

The intellectual property in the agreement includes all content and information related to the *unit*, the services, the Legratron website, the Legratron mobile application or given by us in any form whatsoever (for example, correspondence).

Intellectual properly in the agreement also includes the following:

- a) All products and goods, including any materials that might be placed in the *unit* or be used together with the *unit*. For telematics *unit*, this includes the SIM card that comes with the *unit* and information that is or can be derived from the SIM card;
- b) Data, information, databases, compilations of data, usage data (as defined in the Legratron privacy policy);
- c) Computer programs and software documentation, firmware, interfaces (including API interfaces), hardware, servers, computers, platforms, computer codes, tools;
- d) Designs, circuits designs, algorithms, specification;
- e) Trade names, logos, trademarks;
- f) Icons, links, graphics, photographic images;
- g) Sound clips, music, sound and television broadcasts;
- h) Text, literature, reports, plans, notes, files, diagrams, manuals, templates, schematics, correspondence, records, published editions;
- i) Derivative works, authored works;
- j) Modules components;
- k) Methodologies, policies, procedures, techniques, modules, configurations, protocols, routines;
- l) Improvement to any of the above items;

### 3.2 WE OWN OR HAVE THE RIGHT TO USE THE INTELLECTUAL PROPERTY

We own or have the right to use the intellectual property. This include intellectual property that we have licenced from third party, that we license, or that we give right of use for our suppliers so that they are able to prove the services.

We remain the owner or licences of the intellectual property, even after you become the owner of *the unit*. This include the SIM card that is used in the *unit*, where applicable.

#### a. You do not have or acquire any intellectual property rights

You do not have or acquire any intellectual property rights during the agreement or after it ends except for those intellectual property rights we expressly give to you in the agreement. You do not have the right to use the intellectual property in a way we do not expressly allow in the agreement.

#### b. We have the right to improve the intellectual property

We have the right to improve the intellectual property without giving you notice.

## J EMBEDDED VALUE-ADDED SERVICES

From time to time, we may provide value-added services. We have the right to change, remove or add these value-added services whenever we choose to, after notifying you.

We do not have the legal responsibility to provide any value-added services. Adding, removing or replacing value-added services does not constitute a change to the agreement according to **section k**.

You do not have the right to end the agreement because we add, remove or change a value-added service during your agreement with us. We are not legally responsible to you for any loss or damages you suffer because of these changes.

The value- added services are provided by third-party suppliers that we contract with. We have the right to change these suppliers whenever we choose to. Changing a supplier does not constitute a change to the agreement according to **section k**.

You do not have right to end the agreement because we change a supplier. we are not legally responsible to you for any loss or damages you suffer because we change a supplier

There might be conditions and limits that apply to the value-added services, for example, cost that apply. these are the set out on the Legratron website.

## K CHANGES TO THE AGREEMENT

### 1 WE HAVE THE RIGHT TO MAKE CHANGES IF WE GIVE YOU ADVANCE NOTICE

We have the right to make the changes to the agreement from time to time. We will tell you about the changes at least 40 calendar days before the changes come into effect. We have the right to inform you of changes in a shorter period in any of the following circumstances:

- a) If the change is required by law
- b) If it is reasonable to give less than 40 calendar days' notice, having regards to the nature or content of the change.

## L ENDING THE AGREEMENT

### 1 IF YOU HAVE A MONTH-TO-MONTH AGREEMENT

You have the right to end the agreement by giving us one calendar notice. A calendar month is from the first day of the month to the last day of the month. This means we must receive your notice on or before the first day of the month to the agreement of the end of that month.

### 2 IF HAVE YOU A 36-MONTH AGREEMENT

The agreement does not automatically end on the last day of 36 months from the start date. If you want to end the agreement before the end of its 36<sup>th</sup> month term, you can do so by giving us one calendar month notice to end. You will be legally responsible to pay any cancellation costs. If you do not cancel the agreement at the end of the 36<sup>th</sup> month, the agreement will continue until you give us a calendar month notice. A calendar month is from the 1<sup>st</sup> day of the month to the last day of the month. This means we must receive your notice on or before the first day of the month to end the agreement at the end of that month.

### 3 IF THE VEHICLE IS SOLD, STOLEN/HIJACKED, WRITTEN OFF OR REPOSSESSED

The agreement does not end automatically if you sell the vehicle or if there is theft, loss or damage to the *unit* or the vehicle that it is fitted to. If the vehicle is stolen/hijacked, written off or repossessed, you must tell us immediately. If you sell the vehicle, you must tell us at least three days before you hand the vehicle over to the new owner.

Until the agreement is cancelled in the way allowed in this section, you accept that you remain legally responsible for all fees for the remainder of the agreement. For this reason, we recommend that you insure the *unit*.

You can ask us for a suitable Legratron product to assist you with this.

#### 3.1 IF YOU SELL THE VEHICLE (36-MONTH AGREEMENT)

If you sell the vehicle before the end of the agreement, you can transfer the agreement to your next vehicle. If you choose to do this, we will need certain information from you (for example, details of your next vehicle and the date of purchase). We may remove *the unit* from the vehicle and install it into your next vehicle or we may install new *unit* in the new vehicle. There is a charge for removing the *unit* and/or installing a new *unit* in your next vehicle. Before you ask to transfer the agreement, please ask us what the charge applies at the time.

If you sell the vehicle before the end of the agreement, you can choose to end agreement (early cancellation cost apply), or you can continue to pay the monthly fee until the end of the contract period.

#### 3.2 IF THE VEHICLE IS STOLEN OR HIJACKED

If the vehicle is stolen or hijacked and recovered (even if not by us), the agreement will continue. If the vehicle is stolen or hijacked and not recovered, the agreement will end at the end of the month after the month which the vehicle was stolen or hijacked, and early cancellation costs will not apply.

#### 3.3 IF THE VEHICLE IS WRITE-OFF



if the vehicle is write-off, you must tell us. The agreement will end, and you will have to pay early cancellation fee.

For this reason, we recommended that you insure the unit. You can ask us for a suitable Legratron product to assist with this.

### 3.4 IF THE VEHICLE IS REPOSSESSED

If you can no longer finance the vehicle and it is repossessed by the financing company, you can cancel the agreement. If you have a 36-month contract. You will have to pay early cancellation costs. If we ask, you must give us proof that the vehicle has been repossessed.

For this reason, we recommend that you insure the unit. You can ask us for a suitable Legratron product to assist you with this.

If you end the agreement because the vehicle is sold, stolen or hijacked and recovered, written off or repossessed, you accept that you are legally responsible to pay early cancellation cost.

## 4 IF YOU BREACH THE AGREEMENT

### 4.1 WHEN WE CAN END THE AGREEMENT IMMEDIATELY

We have the right to end the agreement immediately if you do any one or more of the following:

- a) You do not have the consent of the owner of the vehicle to enter into the agreement and to use the services for the vehicle;
- b) You do not get consent or make required disclosure to the owner or driver of the vehicle, as required in **section H** to use the services;
- c) You use the services in any way or for any purpose that is invalid or illegal;
- d) You report the vehicle as stolen or hijacked when you know that it is not stolen or hijacked or should reasonably know that it is not stolen or hijacked;

If we are entitled to end the agreement immediately, we do not need to give you time to comply and correct your breach.

### 4.2 WHEN WE WILL GIVE YOU TIME TO CORRECT YOUR BEACH

If you breach any term of the agreement or break any of your warranties for reasons other than those given above, you must correct your breach within 14 business days after we have notified you of the breach.

If we end the agreement immediately or you do not correct your breach within 14 business days, you accept that we have the right to do any one or more of the following:

- a) Suspend the services;
- b) End the agreement;
- c) Claim from you any amounts you still owe to us, including the fees that you would have had to pay if the agreement had continued until its original end date. You must pay these amounts immediately when we demand them.

### 4.3 OTHER RIGHTS IF YOU BREACH THE AGREEMENT

These rights do not affect any other right we might have in the agreement or in law. If the breach by you is not a material beach, we will only exercise our rights in **section L4.1** and **L4.2** where it is reasonable for us.

### 4.4 YOUR LEGAL RESPONSIBILITY IF YOU BREACH THE AGREEMENT

If you breach the agreement, you agree:

- a) To pay us and our *affiliates* and suppliers the value of all loss or damages that we or our *affiliates* or supplier suffer as a result of you breaching the agreement;
- b) To pay us and our *affiliates* and suppliers the value of the loss or damages we suffer from claims that are brought against us or our *affiliates* or suppliers as a result of you breaching the agreement;

- c) To pay all legal costs reasonably incurred by us on the scale as between attorney-and-own-client if we have to take legal steps against you;
- d) To pay collection costs reasonably incurred by us while trying to collect any amounts that you owe to us.

If you breach the agreement (which includes breaking your warranties or undertaking), you accept that you are required to take on the legal responsibility for loss and damage that we or our *affiliates* or suppliers might suffer or be required to pay. You accept that this might also lead to us having claims against you and to you being legally responsible to us for extra amount, including any costs or damages we must pay to our *affiliates* or suppliers.

You accept that you are legally responsible to pay:

- a) Any legal costs that we pay to our lawyers. These costs are calculated at a much higher rate than the courts normally apply;
- b) Any amount that we pay in trying to collect or get you to pay money that you owe to us.

## 5 IF WE BREACH THE AGREEMENT

If we breach any term of the agreement, you must give us 14 business days to correct the breach. If we do not correct the breach within that time, you have the right to cancel the agreement. You must give us 20 business days' notice after the 14-day period ends.

If we breach the agreement, we will pay the following when you ask us to:

- a) Legal cost on an attorney-and-client scale related to our breach;
- b) Other collection charges and commission incurred by you related to our breach.

**Section M** applies.

## M SENDING NOTICES UNDER THE AGREEMENT

### 1 ADDRESS WHERE WE AGREE TO ACCEPT NOTICES, INCLUDING LEGAL NOTICES

Any notices you send to us under the agreement, including legal notices (for example, a letter of demand), must be delivered to us at any one of the following addresses:

By hand or post

Legratron Electronics (Pty) Ltd

65562 Moshoeshoe str.

Tladi village walk. Zone 14

Sebokeng

1983

By email: [info@legratron.co.za](mailto:info@legratron.co.za)

(These addresses are known in law as domicilium citandi et executandi.)

For any questions, concerns or complaints, you can contact us at the contact centre on 016 592 1110.

To update or change your bank details or any of the information that you gave us in your application, you can contact us by:

- a) Phoning the contact centre on 016 592 1110;
- b) Emailing us at [info@legratron.co.za](mailto:info@legratron.co.za);
- c) Logging into our account on the Legratron website and updating the information in the way we request on the Legratron website.

Please note that only you personally have the right to update or change your bank detail or any of the information that you gave us in your application.

### 2 ADDRESS WHERE YOU AGREE TO ACCEPT NOTICES, INCLUDING LEGAL NOTICES

Any notices we send to you under the agreement, including legal notices (for example, a letter of demand), will be delivered to you at address you gave on the application or any later address you have given us proper notice about. If you chose email as your preferred method of communication on the application, you agree that we may deliver notices,

including legal notices, to your email address. (this address is known in law as *domicilium citandi et excutanndi*)

You must tell us about any change of address on the Legratron website, or through the contact centre on 016 592 1110. If you change address but you not tell us on the Legratron website or through the contact centre, you agree that you will accept notices, including legal notices, at the address you gave to us in your application.

### 3 TIME PERIOD FOR NOTICES, INCLUDING LEGAL NOTICES

For both parties, any notice delivered under the agreement is treated as being received:

- a) On the date of delivery, if delivered by hand to the physical address;
- b) 10 days after posting, if sent by ordinary mail to a postal address;
- c) On the first business day after sending an email;
- d) At 9am on the first business day after sending an SMS to your cell phone number.

When we treat a notice as if you have received it by a certain date and time, it means we do not have to prove that you did receive them. If you claim that you did not receive it then. If you claim that you did not receive the notice by that date and time, then you will have to prove it.

### 4 NOTICES BY SMS OR EMAIL

We have the right to send you notices about the following issues by SMS or email:

- a) Increases of fees;
- b) Defective *unit or units* that are not reporting;
- c) Not receiving your payments in time or at all;
- d) Notices that we intend to suspend the services to you.

You choose your preferred contact method (SMS or email or both) in your application. Unless particular paragraph says differently, we will send all communications and notices to you by your preferred contact method. If we cannot contact you by your preferred contact method, we have the right to decide to use another contact method.

## N OUR LEGAL RESPONSIBILITY TO YOU IS LIMITED

As far as the law and **sections C4** and **D5** allow, we are not legally responsible for:

- a) Any loss or damages that you might suffer where there is any delay, suspension or interruption in the services because of any of the even or circumstances referred to in **section D5**;
- b) Any loss or damages that you might suffer because of our, our supplier's or our *affiliates* negligence. This excludes gross negligence or wilful misconduct. Gross negligence is a serious lack of care in performing a legal duty owed to you under the agreement. Wilful misconduct is deliberately doing something that should not be done or deliberately not doing somethings that should not be done or deliberately not doing something that should be done, knowing that someone might suffer loss or damages as a result;
- c) Any delay, breakdown, failure or loss that you might suffer because of a defect or deficiency in the intellectual property.
- d) Any failure, delay or interruption in your use of the Legratron website, including:
  1. System and server crashers;
  2. System error;
  3. Computer malfunctions;
  4. *Unit* or software faults;
  5. Security breaches;
  6. Theft;
  7. Incompatibility issues;
  8. Fire, flood, any other event referred to as an "Act of God";
  9. War, civil disturbances;
  10. International restrictions, embargoes;
  11. Any lost, corrupted or undelivered data or information, regardless of the cause;
  12. Any loss of profits, business or revenue that you suffer;

13. Any indirect loss or indirect damages that suffer.

You accept that there are certain type of loss or damages that you may suffer that you cannot claim from us at all. This includes the loss and damages listed in this clause above, and loss or damages that result from any of the events listed in this clause above. You use the services and the *unit* knowing and accepting these risks.

## O INDEMNITY

As far as the law allows, you agree to reimburse us, our *affiliates* our supplier against any one or more of us, where the claim results from:

- a) Your breach of your legal responsibilities under the agreement;
- b) Your use of the intellectual property;
- c) Any deliberate or unlawful act that you commit or failure to act.

The legal responsibilities set out in this **section N** will survive the end of the agreement.

You accept that this clause required you to take on risk and legal responsibility for claims, loss and damages that we, our *affiliates* and our suppliers might suffer. We are not legally responsible to you or anyone else for any claims made against us, our *affiliates* or our suppliers. You accept that this clause may also lead to us, our *affiliates* or our suppliers, having claims against you and to you being legally responsible to us for additional amounts, including for any cost or damages we, our *affiliates* or suppliers are required to pay.

## P THE RIGHT TO SUB-CONTRACT SERVICES AND ADMINISTRATION

We have the right to sub-contract to our *affiliates* or supplier:

- a) Some or all of the services;
- b) Any of the operational, technical and administrative activities we perform to carry out argument.

Any agreement to sub-contract does not release us from our legal responsibility to you under the agreement.

## Q TRANSFER OF RIGHT AND LEGAL RESPONSIBILITIES

We have the right to at any time transfer all or some of our right in terms of the agreement to any third party without your permission. This transfer of rights is known as a cession. We will write to you to inform you of any cession we intend to make. We do not have to inform you if we cede the right to any of our *affiliates* or to any sub-contract we appoint.

As far as the law allows, we have the right to transfer all or some of our legal responsibilities under the agreement to any third party without your permission. This transfer of legal responsibilities is known as a delegation. We will write to you to inform you of any delegation we intend to make. We do not have to inform you if we delegate the legal responsibilities to any sub-contractors we appoint.

## R NEITHER YOU NOR WE GIVE UP RIGHTS

If you do not enforce or exercise your right in the agreement, this does not mean that you have given up these rights. You have the right to enforce the rights in the agreement at any time. If we do not enforce or exercise our rights you have against us in terms of agreement, this does not mean that we have given up these rights. We have the right to enforce the right in the agreement at any time.

## S EACH PROVISION IS SEPARATE

Each provision in the agreement is separate. Parts of a provision are also separate. If any provision or part of a provision is or becomes illegal, invalid or unenforceable for any reason, it must be treated as if it had not been included in these terms and conditions. This does not make the rest of the provisions illegal, invalid or unenforceable.

## T SOUTH AFRICAN LAW APPLIES

These terms and conditions are governed by and must be interpreted under the laws of the Republic of South Africa. This applies even if one or both of the following apply:

- a) You do not live in the republic of South Africa;
- b) You agree to these terms and conditions outside the Republic of South Africa.

## U GUIDELINES TO INTERPRETING THE AGREEMENT

### 1.1 HEADINGS

Headings are aids to reading and understanding. They are not terms or conditions themselves. Heading do not limit or extend the meaning or application of the terms or conditions.

### 1.2 SINGULAR AND PLURAL

Words in the singular include the plural. Words in the plural include the singular.

### 1.3 FORM OF WORDS

Words used in one form have their corresponding meaning when used in another form. For example, to claim, claiming, claimed.

### 1.4 THE WORD INCLUDING

The word 'including' must be interpreted as introducing an example list and not limiting the list or excluding additions to it.

### 1.5 GENERAL WORDS ARE NOT LIMITED

Where there is a list of specific things that belong together to describe a general word or phrase, the general word or phrase can have other meanings and can include other things. the general words or phrase must not be interpreted to only apply to those, specific things or things similar to those specific things.

### 1.6 CALCULATING DAYS

Where a number of days is given, the days must be counted to exclude the first day and include the last day.

### 1.7 REFERENCE TO LAW

When there is reference to a law or to a section of law, we mean that law or section of that law as amended, repealed or replaced

### 1.8 TEXT IN BOXES

Text in boxes is intended to bring your attention to parts of the agreement that have important legal consequences for you. They explain the fact, nature and effects of terms and condition that limit exclude our legal responsibility to you, and terms and conditions where you take on legal responsibility or risk.

The text in boxes meaning or application of the agreem