

**WE TRACK 24/7**

Reg. No. 2011/136793/07

PO Box 1333

Durbanville

Cape Town

7551

Tel: 0861 WE TRACK (938 7225)

021 975 3666

Fax: 021 975 2477

E-Mail: [info@wetrack247.co.za](mailto:info@wetrack247.co.za)

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| **VEHICLE TRACKING & GSM SERVICES CONTRACT** |

This form, duly completed, including Order Form - Addendum A (Required Services) and the Terms and Conditions, forms part of the contractual agreement entered into by and between the Customer named and identified in the following lines (“**Customer**”), and **We Track 24/7** **(Pty) Limited** (hereafter referred to as WT24/7). ***Please fax completed form to 021 975 2477 or Email: info@wetrack247.co.za.***

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| --- |
| 1. **Private individuals** (Please include a copy of the relevant ID and bank statement) |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Title |  | | | First name | | | | | |  | | | | | | | | | | | Surname | | | | |  | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| ID No. |  |  |  |  | |  |  | |  | |  |  | |  |  | |  |  |  | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Employer |  | | | | | | | | | | | | | | | | | | | Tel no. | | | | | | |  | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Insurance co./Broker |  | | | | | | | | | | | | | | | | | | | Policy no. | | | | | | |  | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Marital status (tick) | Single | | | |  | | | Married COP | | | | | | | |  | | | ANC with Accrual | | | | | | | | | | |  | | ANC no Accrual | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Name of spouse |  | | | | | | | | | | | | Spouse’s ID | | | | | |  | | |  |  |  |  | | |  |  | |  | |  |  |  |  |  |

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| --- |
| 1. **Businesses / Companies** (Please include all relevant documentation) |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Company name |  | | Contact person duly authorised by the company |  |
|  | | | | |
| Registration no. | |  | VAT no. |  |
|  | | | | |
| Insurance co. | |  | Policy no. |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **CONSUMER PROTECTION ACT 2008 (“CPA”) UNDERTAKING: The Customer hereby confirms that it has an asset value or annual turnover per annum in excess of R2 million as at date of signature hereof, and is therefore not a “Consumer” as envisaged and defined in the CPA.** | | | |
| DATE |  | SIGNATURE |  |

|  |
| --- |
| 1. **Invoicing information** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Postal address |  | | | | |
|  | | | | | |
|  |  | | | Code |  |
|  | | | | | |
| Physical address |  | | | | |
|  | | | | | |
|  |  | | | Code |  |
|  | | | | | |
| Tel no. |  | Fax |  | | |
|  | | | | | |
| Cell no. |  | E-mail |  | | |

|  |
| --- |
| 1. **Vehicle and registration details** (Please include a copy of the vehicle’s registration papers or licence disc) |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Registration no. |  | | | | Engine no. |  | | VIN no. |  |
|  | | | | | | | | | |
| Vehicle make (eg VW) |  | | | | Model (eg Polo) | |  | Colour |  |
| |  | | --- | |  |   Plate Number | | | | | | | | | |
| Year | **Y** | **Y** | **Y** | **Y** | Preferred town/suburb for fitment | | |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Registration no. |  | | | | Engine no. |  | | VIN no. |  |
|  | | | | | | | | | |
| Vehicle make (eg VW) |  | | | | Model (eg Polo) | |  | Colour |  |
| |  | | --- | |  |   Plate Number | | | | | | | | | |
| Year | **Y** | **Y** | **Y** | **Y** | Preferred town/suburb for fitment | | |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Registration no. |  | | | | Engine no. |  | | VIN no. |  |
|  | | | | | | | | | |
| Vehicle make (eg VW) |  | | | | Model (eg Polo) | |  | Colour |  |
| |  | | --- | |  |   Plate Number | | | | | | | | | |
| Year | **Y** | **Y** | **Y** | **Y** | Preferred town/suburb for fitment | | |  | |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Registration no. |  | | | | Engine no. |  | | VIN no. |  |
|  | | | | | | | | | |
| Vehicle make (eg VW) |  | | | | Model (eg Polo) | |  | Colour |  |
| |  | | --- | |  |   Plate Number | | | | | | | | | |
| Year | **Y** | **Y** | **Y** | **Y** | Preferred town/suburb for fitment | | |  | |

[for additional vehicles kindly request from us a new page]

**Optional free reminder service (Send copy of driver’s licence)**

To be reminded of the following renewals, please specify the renewal date or other details:

**Vehicle 1:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| Vehicle registration |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Vehicle licence |  | Professional Driving Permit (PDP) |  |
|  | | | |
| Driver’s licence |  | Service intervals | Every km |
|  | | | |
| Other (specify details) |  | | |

**Vehicle 2:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| Vehicle registration |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Vehicle licence |  | Professional Driving Permit (PDP) |  |
|  | | | |
| Driver’s licence |  | Service intervals | Every km |
|  | | | |
| Other (specify details) |  | | |

**Vehicle 3:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| Vehicle registration |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Vehicle licence |  | Professional Driving Permit (PDP) |  |
|  | | | |
| Driver’s licence |  | Service intervals | Every km |
|  | | | |
| Other (specify details) |  | | |

**Vehicle 4:**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
| Vehicle registration |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Vehicle licence |  | Professional Driving Permit (PDP) |  |
|  | | | |
| Driver’s licence |  | Service intervals | Every km |
|  | | | |
| Other (specify details) |  | | |

|  |
| --- |
| 1. **Authorised user details** |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Primary user** |  | | | | ID no. | | |  |  |  |  |  |  |  |  | |  |  | |  | |  |  |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| Tel no. |  | Cell no. |  | | |  | | | | | | | | | |  | | |  | |  | | |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| User name: |  | | | Password/  Login | | |  | | | | | | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Secondary user** |  | | | | ID no. | | |  |  |  |  |  |  |  |  | |  |  | |  | |  |  |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| Tel no. |  | Cell no. |  | | |  | | | | | | | | | |  | | |  | |  | | |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| User name: |  | | | Password/ Login | | |  | | | | | | | | | | | | | | | | |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Third user** |  | | | | ID no. | | |  |  |  |  |  |  |  |  | |  |  | |  | |  |  |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| Tel no. |  | Cell no. |  | | |  | | | | | | | | | |  | | |  | |  | | |
|  | | | | | | | | | | | | | | | | | | | | | | | |
| User name: |  | | | Password/ Login | | |  | | | | | | | | | | | | | | | | |

The Customer requires WT24/7 to react to alarms from the vehicle and respond to telephonic requests for information/service from the Customer/Authorised Users named above, who are to have cellular phone access to the secure unit and information.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Subscriber signature |  |  |  | | | | | |
| Date | **D** | **D** | **M** | **M** | **Y** | **Y** |
|  |  | | | | | |

|  |
| --- |
| 1. **Debit order authorisation** (Please attach a copy of a cancelled cheque or header of your bank statement) |

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Account holder |  | | Bank | |  | | Account no. |  |
|  | | | | | | | | |
| Branch |  | | | Branch code | |  | | |
|  | | | | | | | | |
| Account type |  | Payment date: | | | | 1st day of the month | | |

* This Mandate relates to the Agreement between me/us and We Track (Pty) Limited for Tracking Pack (incl. GSM services) and where selected Recovery Services.
* All such withdrawals from my/our account by WT24/7 shall be treated as though they had been signed by me/us personally.
* I/we also understand that details of each withdrawal will be printed on my/our statement.
* **I/We warrant that I/we are duly authorised to complete and sign this form as the account holder/s or legal representative/s.**
* **I understand that I shall not be entitled to any refund of amounts which WT24/7 have withdrawn while the authority is in force of such amounts legally owed and I understand that I will be held liable for any costs incurred should my debit order instruction fail due to lack of funds**.
* I agree that if the date of the payment instruction falls on a non-processing day (weekend or public holiday), the payment instruction may be debited against my account on the previous and/or following business day
* I agree to the tracking of dates to match with the flow of Credit at no additional cost to myself. I agree that the originator may make use of the tracking facility as provided for in the EDO system at no additional cost to myself.
* Subsequent payment instructions will continue to be delivered in terms of this authority until the obligations in terms of the Agreement have been paid or until this authority is cancelled by me/us as below.

Initial

* **I agree that WT24/7 may amend the monthly debit payment amount or submit a new payment instruction, at any time during a month, in order to collect any arrears (including agreed fees, costs or charges) on failed or reversed payment(s) against the agreed terms of the Agreement and this mandate;**

Initial

* **I agree that any stop payment order or any other instruction to my/our bank to reverse the monthly payment as per the Agreement, are not allowed and will be in breach of the Agreement.**

Initial

* **I agree to pay any charges relating to this debit order instruction and/or any other charges (including but not limited to attorney own client costs) as a result of failed or reversed debit orders.**
* I agree that it is my responsibility to ensure that there are sufficient funds in my abovementioned account on the Payment date.
* I agree to notify WT24/7 prior to any submission of a dispute to my bank.
* This authority may be cancelled by giving WT24/7 30 calendar days’ written notice, sent by prepaid registered post or delivered to WT24/7 physical address indicated above. Such termination will not terminate the Agreement. Receipt of your notice shall be after WT24/7 has acknowledged receipt of your notice.

By signing this Mandate I acknowledge that WT24/7 has explained to me the Agreement and this Mandate. I agree to WT24/7 in writing to fax: 021 975 2477 or Email: [info@wetrack247.co.za](mailto:info@wetrack247.co.za), immediately if any of the above details change.

I/We hereby acknowledge acceptance of the above services and costs, and authorise **We Track 24/7** **(Pty) Limited** or it’s cessionary in terms of the TRACKING PACK (INCL. GSM SERVICES) AND WHERE SELECTED RECOVERY SERVICES CONTRACT to draw against my/our banking account (details indicated above), varying amount

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name |  | | | | | | Signature | |  |
|  | | | | | | |
| Date | **D** | **D** | **M** | **M** | **Y** | **Y** | |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name |  | | | | | | Signature | |  |
|  | | | | | | |
| Date | **D** | **D** | **M** | **M** | **Y** | **Y** | |  |

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| --- |
| 1. **Declaration** |

The Customer warrants that the above information is true and correct and, by his/her/their signature acknowledges entering into an Agreement for the TRACKING PACK (INCL.GSM SERVICES) and where selected RECOVERY SERVICES with WT24/7, on WT24/7’s standard Terms and Conditions as provided in this contract and further acknowledges that he/she is authorised to undersign and enter into this agreement.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name |  | | | | | | Signature | |  |
|  | | | | | | |
| Date | **D** | **D** | **M** | **M** | **Y** | **Y** | |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name |  | | | | | | Signature | |  |
|  | | | | | | |
| Date | **D** | **D** | **M** | **M** | **Y** | **Y** | |  |

***ADDENDUM A:***

**ORDER FORM - Required services & accessories**

The subscriber wishes to receive the following selected services:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tracking Pack**  **Service Range** | **Subscription Fees** | | **Initial Subscription Period\*\*\*** |
| **Price (VAT inclusive)\*\*** | **Quantity** |
| 1. **We Bike** |  |  |  |
| 1. **We Can** |  |  |  |
| 1. **We Care P2** |  |  |  |
| 1. **We Care T1 – Trailer Tracker** |  |  |  |
| 1. **We Eco** |  |  |  |
| 1. **We Ueco** |  |  |  |
| 1. **We Lite** |  |  |  |
| 1. **We Smart** |  |  |  |
| 1. **We Smart Plus** |  |  |  |
| 1. **Tyre Pressure Monitoring System** |  |  |  |

*\* All units stay the property of We Track 24/7 and must be returned.*

*\*\* All amounts to be paid in advance by debit order.*

*\*\*\* Subscription Period can be 36/48/ 60/70 (any Period exceeding 24 months shall be an express instruction and agreement by Customer(where CPA applies)).*

**Accessories**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Accessory** | **We Smart** | **We Lite** | **We Lite Mini** | **We Bike** | **We Can** | **Price** | **QTY** | **Initial** |
| Tom Tom / GARMIN Integration | **√** |  |  |  |  | POA |  |  |
| CANBUS | **√** |  |  |  |  | R6 980 + R60pm |  |  |
| Fuel Sensor | **√** |  |  |  |  | R4 999 + R20pm |  |  |
| Temperature Sensor | **√** | **√** |  |  |  | R1 999 + R30pm |  |  |
| Radio Frequency Identification (RFID) Reader / ANTI HIJACK | **√** | **√** |  |  |  | R999 + R25pm |  |  |
| Radio Frequency Identification (RFID) Tag | **√** | **√** |  |  |  | R169 each |  |  |
| Barcode Reader | **√** |  |  |  |  | R2 899 + R20pm |  |  |
| Interactive Hands-Free Voice Kit (Speaker & Microphone with RF Receiver) | **√** |  |  |  |  | R 699 + R 35pm + R114 once-off |  |  |
| Radio Frequency (RF) Dialer & Receiver | **√** |  |  |  |  | R699 + R10pm |  |  |
| PUSH BUTTON 24-hr Assist | **√** | **√** | **√** | **√** |  | R 199 + R10pm |  |  |
| Remote 24-hr Assist Button | **√** | **√** | **√** | **√** |  | R 499 + R10pm |  |  |
| Relay for Immobilizer | **√** | **√** | **√** | **√** |  | R 699 + R20pm |  |  |
| Online CCTV 3G |  |  |  |  |  | POA |  |  |
| Park Alarm | **√** | **√** |  | **√** |  | R342 + R25pm |  |  |
| Tyre Pressure Monitoring System | **√** |  |  |  |  | POA |  |  |

*\* All* ***per month pricing*** *is subject to the Subscription Period of 36 months. Prices include VAT*

**Value-added services**

|  |  |  |  |
| --- | --- | --- | --- |
| **Service** | **Price (VAT inclusive)** | **Quantity** | **Initial** |
| **Real-time monitoring by 24-hour control room** | R39pm (included in monthly fee) |  |  |
| **SMS alerts** | R1 per SMS |  |  |
| **Low battery power down / phone notification** | R10pm (included in monthly fee) |  |  |
| **Unit insurance in case of theft** | R35pm (separate Ts & Cs apply) |  |  |
| **Stolen Vehicle Recovery** | R30pm |  |  |
| **Roadside assistance** | R16pm |  |  |
| **SIM data from outside South Africa** | R25pm |  |  |
| **Schedules** | R25pm |  |  |
| **SARS log book** | Free |  |  |
| **Maintenance and Servicing of Tracking unit** | R 25pm (Ts & Cs apply) |  |  |

*\* All* ***per month pricing*** *is subject to the Subscription Period of 36 months. Prices include VAT*

**Recovery Services**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service Provider** | **Price (VAT inclusive) (per month)** | **Quantity** | **Duration** | **Yes** | **No** |
| **PFK Electronics –** Standard Recovery Services (stolen or hijacked) | See above (Stolen Vehicle Recover) |  | As per above Subscription Period |  |  |
| **PFK Electronics –** Other than Standard Recover Services or False Recovery | R3 999.00 per hour (excl. VAT) | Per event |  |  |  |
| **Additional ground recovery after the 1st recovery per vehicle per month** | R500 per hour (excl. VAT) | Per event |  |  |  |

*\* All* ***per month pricing*** *is subject to the minimum Subscription Period of 36 months.*

|  |  |
| --- | --- |
| **Total** |  |

**TERMS AND CONDITIONS**

IT IS AGREED

1. **Definitions**

In this Agreement:

* 1. **Accessories** means the goods available for purchase from WT24/7 as presented on the Order Form or published form time to time on the Website;
  2. **Agents** means WT24/7’s agents, dealers and any third party providing services to the Customer on behalf of WT24/7 in relation to the supply of the Tracking Pack and/or Recovery Services to Customers;
  3. **Agreement** means these terms and conditions and the Order Form;
  4. **Asset** means the vehicle, vehicles or other assets owned, managed or operated by the Customer in the Territory;
  5. **Asset Data** means data relating to an Asset;
  6. **CPA** means the Consumer Protection Act 68 of 2008;
  7. **CPI** means the Consumer Price index as published by The South African Reserve Bank from time to time;
  8. **Authorised Installer** means an auto electrician or GPS installer or any other person authorised by WT24/7 to carry out the Installation and de-installation of the Transmission Unit;
  9. **Commencement Date** means 1st day of the month following delivery of the Tracking Packs or the date of issuing the Installation Certificate for those Transmission Unit(s) in the Asset(s) as confirmed in a particular Order Form, whichever the earliest. Where there is more than one Asset specified in an Order Form that is accepted by WT24/7, then WT24/7 will only provide the Services applicable to a particular Asset after WT24/7 has both installed and Commissioned a Transmission Unit in the relevant Asset;
  10. **CPA** means the Consumer Protection Act of 2008;
  11. **Customer** means the customer described in the Order Form;
  12. **Customer Data** means the Location Data, Asset Data, and any other data provided by the Customer to WT24/7 for the purposes of the Tracking Service and Recovery Services;
  13. **Documentation** means any instruction manuals, user guides and other information relating to the Tracking Pack;
  14. **Effective Date** means the date that WT24/7 accepts the Customer’s Order Form and communicate such acceptance to the Customer in writing;
  15. **GLONASS** means the Global Navigation Satellite System;
  16. **GPS** means the Global Positioning System;
  17. **GSM Provider** means the person authorised by WT24/7 to provide the Transmission Services to the Customer;
  18. **WT24/7** means We Track 24/7 (Pty) Limited (Registration number: 2011/136793/07) of Unit 4 & 5 Pope House, Chenoweth Street, Durbanville, 7550;
  19. **Head Licence** means the licence(s) under which WT24/7 has the right to use, access, promote and sub-licence any component of the Tracking Pack or Platform, including Transmission Services;
  20. **Insolvency Event** means any insolvency-related event suffered by the Customer, including without limitation where:
      1. the Customer ceases to carry on business or be able to pay its debts as they become due;
      2. the Customer disposes of the whole or any substantial part of its assets, operation or business;
      3. any step is taken by a creditor to take possession or dispose of the whole or a substantial part of the Customer’s material assets, operations or business;
      4. any step is taken to enter into any arrangement between the Customer and its creditors (other than in the case of a solvent reconstruction or reorganisation);
      5. any step is taken to appoint a receiver, a receiver and manager, business rescuer, a provisional liquidator, a liquidator, an administrator, or other like person of the whole or part of the Customer’s assets, operation or business; or
      6. any other act of Insolvency in accordance with the Insolvency Act 24 of 1936 (as amended).
  21. **Installation** means the installation and set-up of a Transmission Unit in the Customer’s Asset and Installs has a corresponding meaning.
  22. **Installation Certificate** means the certificate and confirmation by the WT 24/7 installer that the Transmission Unit(s) have been installed in the Customer’s Assets(s);
  23. **Installation Fee** means the cost of the Installation and set-up of the Transmission Unit as set out in the Order Form and charged by WT24/7 to the Customer;
  24. **Intellectual Property Rights** means the rights to patents, licenses, trademarks, trade names, inventions, trade secrets, copyrights, and know-how relating to the origin, manufacture, programming, operating and/or servicing of the Tracking Pack and any enhancements or modifications relating to the same;
  25. **Location Data** means data on the geographical position of the Transmission Unit, including GPS or GLONASS data;
  26. **Login Information** means the username(s), password(s) and any other information provided to you or by you for the purpose of accessing the Tracking Service or Website;
  27. **Loss** includes losses, liabilities, penalties, damages, loss of income, costs, charges and expenses (including legal expenses on an attorney and own client basis) and Losses has a corresponding meaning;
  28. **Mapping Data** means third party GPS location maps;
  29. **Maximum Units** means the maximum number of concurrent Transmission Units set out in the Order Form or otherwise agreed between the parties from time to time in accordance with this Agreement;
  30. **Mobile App** means either the iOS app or the Android app authorised for connectivity to the Tracking Service;
  31. **Order Form** means the Customer Purchase Order Form which WT24/7 with provides to the Customer and the Customer completes with each order for one or more than one Asset, (including subsequent additional orders) and accepts to purchase Products or hire Products and a Subscription to the Tracking Service in accordance with the terms of the Agreement;
  32. **Other Fees** means the fees for Products and/or other services that does not fall under Subscription Fees;
  33. **Platform** means the WT24/7 IT systems that run the Tracking Service;
  34. **Products** means the products supplied by WT24/7 to the Customer from time to time, including the Transmission Units and SIM cards;
  35. **Purchase Price** means the purchase price for the Accessories or such other goods as set out in the Order Form. Prices are in South African Rand and exclude VAT and any other applicable taxes chargeable at the current rate, unless otherwise stated;
  36. **Recovery Services** means the service to recover selected Assets as identified by the Customer;
  37. **Recovery Services Service Provider** means the service Agent for purposes of Recovery Services, as confirmed from time to time on the Order Form;
  38. **Service** means the services as selected by the Customer in the Order Form, including but not limited to Tracking Pack, Recovery Services, Value Added Services and services associated with the selected Accessories and such services as may be published on the Website.
  39. **Service Areas** means the areas as per clause 2.8.10 and as selected by the Customer for purposes of Recovery Services;
  40. **SMS Bulk Package** means a package of 50 SMS alert messages per Transmission Unit per month that can be pooled across the Maximum Units;
  41. **SMS PAYG Fee** means an SMS as per the costs under Addendum A (including VAT) per SMS alert message sent;
  42. **Subscription** means the right to use the Tracking Service with up to the Maximum Units under this Agreement;
  43. **Subscription Fee** means the fees as set out in the Order Form payable by the Customer to WT24/7 for the Tracking Services. These fees include hire costs where applicable. Subscription fees are calculated based on the Subscription Period (Initial) starting from the Commencement Date until the conditions in clauses 15.1 and 15.2 have been satisfied;
  44. **Subscription Packages** means the packages listed on the Order Form and addendums from time to time;
  45. **Subscription Period** means the Subscription Period (Initial) and Renewal Period;
  46. **Subscription Period (Initial)** means the initial subscription period specified in the Order Form and as expressly agreed to between the Customer and WT24/7;
  47. **Subscription Terms** means these terms and conditions for the use of the Tracking Pack;
  48. **Support Services** means the support services provided by WT24/7, as detailed in clause 6, during the Subscription Period to correct faults in the Tracking Pack or to assist the Customer in operating the Tracking Pack;
  49. **Territory** means the Republic of South Africa (or such other territory as the parties may agree in writing);
  50. **Tracking Pack** means the Products, Subscriptions to the Tracking Service, (either collectively or any part of the Tracking Pack in isolation), and any enhancements and modifications to the same;
  51. **Tracking Service** means the online service, available via the Website or Mobile App, provided by WT24/7 to enable the Customer to monitor the location of, and other data relating to, the Asset, to the extent that such Asset is located in the Territory, including by facilitating the transmission of Location Data and Asset Data between the Platform and the Transmission Units via a Transmission Service;
  52. **Transmission Service** means the mobile electronic transmission services, which may include GSM, GPRS, AGPS, and RFID data transmissions;
  53. **Transmission Unit** means a device in any form that is supplied to the Customer by or on behalf of WT24/7, connected to an Asset, for the purpose of obtaining, sending and receiving one or more of: (a) Location Data; and (b) Asset Data, and communicating with the Tracking Service via Transmission Services;
  54. **Trial Period** means a 30 day free trial period on the terms set out in clause 2.8 of this Agreement;
  55. **Value Added Services** means the services as selected by the Customer on the Order Form;
  56. **Warranty Period** means 2 (two) years from Installation;
  57. **Website** means [www.wetrack247.co.za](http://www.wetrack247.co.za)

1. **Scope of Agreement**

**Tracking Packs**

* 1. **Tracking Packs** are supplied to the person or entity specified on the Order Form (Customer) pursuant to the terms set out in these Subscription Terms, the Website Terms of Use and Terms of Services (Website Terms (where applicable)) and the Customer Purchase Order Form (Order Form). These Subscription Terms, the Website Terms and the Order Form (and any attachments thereto) together make up the legal agreement between the Customer and WT24/7 (Agreement).
  2. By accessing or using the Tracking Pack, the Customer agrees to be bound by the Agreement and any other relevant policies published on the Website and incorporated by reference to the Agreement.
  3. **The supply of the Tracking Pack comprises**:
     1. the purchase of the **Transmission Unit** by the Customer (if purchased) or the use of the Transmission Unit for the period of the hire during the Subscription Period provided the Customer is not in default;
     2. the licence to use the **Tracking Service** including updates during the Subscription Period provided the Customer is not in default;
     3. **Support Services** during business hours during the Subscription Period provided the Customer is not in default;
     4. the ability to obtain a **replacement Transmission Unit** if the Transmission Unit is faulty whilst hired subject to the terms of this Agreement. This does not include Installation/de-Installation services which are at the cost of the Customer;
     5. the supply of **Transmission Services** during the Subscription Period provided the Customer is not in default; and
     6. the **Tracking Services** during the Subscription Period provided the Customer is not in default.
  4. In using any Tracking Pack, you warrant that you have had sufficient opportunity to access the Agreement, and that you have read, accepted and will comply with this Agreement.
  5. Each Subscription grants the Customer a non-exclusive, non-transferable and revocable right to use the Documentation and Tracking Service with up to the Maximum Units, only for the purpose of collecting Asset Data and Location Data and for tracking and tracing the Asset and for reporting, planning and messaging purposes.
  6. If the Head Licence is terminated for any reason, this sub-licence shall immediately come to an end without any liability to WT24/7.
  7. WT247 reserve the right to change, modify, add or remove portions of this Agreement from time to time. The revised Agreement will apply to your use of the Tracking Packs from the date of each renewal of your Subscription Period, unless otherwise agreed in writing. Please check the Agreement regularly to ensure you are aware of any changes. If you continue to use the Tracking Packs, then we will regard that use as conclusive evidence of your agreement and acceptance of the revised Agreement.
  8. If WT24/7 has agreed to a free trial period of a Product or Service (“Trial Item”) on the Order Form, then the following terms apply to that free trial period:
     1. the trial period shall begin on the Installation Date of the Trial Item and shall end on the date that is 30 days thereafter (“Trial Period”);
     2. If the Trial Item is not made available for removal by an Authorised Installer as per the date and time indicated by WT24/7 before the expiration of the Trial Period, then on expiration of the Trial Period, the Customer’s account (as per the Debit Order Authorisation Form) will be debited the cost of the Product(s) (at the then current sale price of WT24/7) and in addition, the Customer shall be deemed to have commenced a Subscription with WT24/7 and accordingly:
        1. the Subscription Fee will be debited from the Customer’s account monthly in advance until terminated in accordance with clause 14 of this Agreement; and
        2. the balance of the terms of this Agreement shall apply,
     3. the Trial Item shall be at the risk of the Customer from delivery until WT24/7 has received the Trial Item by return.
     4. Other than as expressly provided in this clause 2.8 or would otherwise be inconsistent with the Trial Period, the balance of the terms of this Agreement shall apply during the Trial Period.
     5. The Customer acknowledges that the Transmission Units will only operate in the Territory in the event that a GSM network of the GSM Service Provider is available and obtaining a signal in the area where the vehicle is being operated.

**Recovery Services**

* + 1. The Recovery Services shall be executed by a sub-contractor of WT24/7 as may be selected from time to time by WT24/7;
    2. The Recovery Service will only be applicable on Assets, which have been hijacked or stolen, and recovery in any other event will be for the account of the Customer against the then current rate of WT24/7;
    3. The Recovery Service are rendered 24 (Twenty Four) hours per day 7 (Seven) days per week, throughout the Service Areas.
    4. The Recovery Service will be rendered on a continuous basis and the instruction to recover will be issued by WTF24/7 sub-contractor (as indicated on the Order Form) immediately after the distress alarm has been activated on the vehicle.
    5. Reaction units will be placed on all major routes throughout the Service Areas which units will be based in the following centres: Cape Town, Johannesburg, Roodepoort, Kempton Park, Pretoria, Bloemfontein, Welkom, Harrismith, Durban, Pietermaritzburg, Richardsbay, Newcastle, Kokstad, Ermelo, Nelspruit, Witbank, Pietersburg, Klerksdorp, Mafikeng, Vryburg, Rustenburg, Upington, Kimberly, Colesberg, Aliwal North, Queenstown, East London, Port Elizabeth, Heidelberg, Beaufort West and George, and such centres as may be published from time to time by WT24/7.
    6. A detailed report will be provided to the Customer in the event of the recovery of the Asset by the Recovery Services Service Provider as per clause 2.8.7.
    7. In any event of Recovery Services on Assets that does not fall under clause 2.8.7, a detailed report will be provided by Recovery Services Service Provider on request of the Customer at the then prescribed rate.
    8. The recovered Asset will be towed and delivered to a venue at the cost mutually agreed upon by the Recovery Services Service Provider and the Customer prior to the towing, which costs will be for the account of the Customer.
    9. In the event of a helicopter being used during a recovery it will be at the discretion of the Recovery Services Service Provider and will be discussed with the Customer prior to utilisation.
    10. In the event that the control room receives a park alarm exit/ auto park exit or any alert from the Transmission Unit, the Customer will be contacted in order for the Recovery Services to dispatch Run Recovery. If the Customer fails to answer his/her mobile device Run Recovery will be dispatched automatically. If for some reason it is a false alarm, the Customer will be charged an amount as per WT24/7 current rate schedule which will be debited from the Customer’s account. The above. does NOT apply to subscribers that have selected Run Recovery.

1. **Commencement and Duration**
   1. The Agreement shall commence on the Effective Date and endure indefinitely until it is terminated as provided for in clause 13.
   2. The Subscription Period (Initial) for any Tracking Pack (including an order for any subsequent Tracking Pack(s) ordered) shall commence on the Commencement Date and endure for the Subscription Period (Initial) and shall automatically renew and continue indefinitely (“Renewal Period"), provided that the Parties shall have the right to terminate this Agreement:-
      1. Upon expiry of the Subscription Period (Initial), provided that (1) one calendar month’s prior written notice of such termination is given prior to the expiration date of the Subscription Period (Initial); and
      2. At any time during the Renewal Period, by giving 3 (three) calendar months written notice.
   3. **Take note:** for clarity purposes, if the Customer order, subsequent to the initial Order Form, an additional Tracking Pack, the latter Tracking Pack Commencement Date will be different from the initial Tracking Pack’s Commencement Date.
   4. **Where the Customer is a consumer as per the CPA the following will apply:-**
      1. **Where, subsequent to direct marketing from WT24/7 to you and you have submitted your offer (as per the Order Form) and WT24/7 has accepted your offer (Agreement concluded) you have the right to cancel the Agreement within 5 (five) business days by written notice to WT24/7 (cooling of period), however if you allow the Transmission Unit to be installed in the Asset(s) within the cooling-off period, you give up your right to cancel the Agreement. If you did not enter into the Agreement as a result of direct marketing, you do not have a cooling-off right.**
      2. **WT24/7 will notify you not more than 80 (eighty) and not less than 40 (forty) Business Days prior to the expiry date of the Subscription Period (Initial) of the impending expiry date and any material changes to the Agreement that will apply to such automatic renewal (Renewal Period) and you retain your right to cancel as aforesaid.**
2. **Ordering and Installation of Tracking Packs**
   1. Each Tracking Pack must be purchased via an Order Form. The Order Form is only binding on written acceptance by WT24/7.
   2. Each Order Form completed by you is an *offer* to purchase Tracking Packs and, when accepted by WT24/7, will be subject to the terms of this Agreement. You warrant that at the Effective Date that all details submitted to us by you are true and correct.
   3. An order for Tracking Packs may not be cancelled subsequent to the Effective Date, without prior written approval in writing by WT24/7, and provided that the Customer indemnifies WT24/7 in full against all loss (including without limitation loss of profit), costs (including without limitation the cost of all labour and materials used), damages, charges and expenses incurred by WT24/7 as a result of the cancellation.
   4. WT24/7 will not be liable for any loss or damage for failure or delay in delivery of Tracking Packs (including consequential loss or liability for any amount payable by you to a third party).
   5. Subject to the following, the Customer may be supplied with an unlimited number of Transmission Units:
      1. The Customer may increase the Tracking Packs at any time during the initial Subscription Period. Each additional Tracking Pack shall be dealt with under a new Order Form and subject to WT24/7’s then current terms and conditions and then current rates.
      2. Subject to paragraph 4.5.1, the Subscription Period for the new Tracking Packs will commence on the Commencement date (new) for said Tracking Packs, independent from the initial Tracking Packs ordered by the Customer.
      3. **Products must only be used in conjunction with the Tracking Service, and for no other purpose.**
   6. Installation of Transmission Units:-
      1. An Authorised Installer must install and de-install the Transmission Unit;
      2. The Transmission Unit must be fitted at a fitment centre as notified by WT24/7; or at an address of your choice (as per the Order Document). **Take note, there may be a call out fee, which we may charge you along with your first Subscription Fee**;
      3. Once WT24/7 has agreed the time and place to install the Transmission Unit, you must make the Asset available at the agreed time and place. **Where there are more than one Asset, all Assets must be made available at the same time and place. If you do not make the Asset available at the agreed time and place, you will be charged a no-show fee.**
      4. The place for the installation must be safe and be out of the view of third parties. The Authorised Installer has the right to refuse to install the Transmission Unit if they believe the place is not safe.
   7. You acknowledge that:
      1. risk of damage to or loss of the Tracking Pack, passes to you upon delivery of the Tracking Pack to you.
      2. the title and ownership to the Tracking Pack, remains with WT24/7 at all times;
      3. the Customer is licensed to use the SIM cards that WT24/7 provides for each Transmission Unit in connection with the Tracking Service, which the Customer shall use solely:
         1. in combination with the Transmission Units; and
         2. for transmitting Location Data and Asset Data between the Asset and the Platform.
      4. you will act immediately when requested by WT24/7 to do such acts and provide such information that in WT24/7’s opinion may be necessary or desirable to enable WT24/7 to secure its rights under this clause 4.7 or provided for by these terms, in the Tracking Pack or their proceeds with first priority; and
   8. The Customer shall indemnify, defend and hold WT24/7 and its affiliates harmless from and against any losses, damages, fines, costs or expenses (including legal fees) arising from or in connection with claims from third parties, in particular the underlying cellular service operator, relating to any use of the SIM cards provided by WT24/7 which is in breach of this Agreement.
   9. You are liable for all costs incurred by WT24/7 in enforcing their rights during its interest in the Tracking Pack.
   10. In the event that you find the Transmission Unit defective, you will return the Asset to WT24/7 within 10 (ten) Business Days of installation, at WT24/7’s risk and expense, for WT24/7 to inspect the Transmission Unit installed in the Asset. Should the Transmission Unit be found to be defective, WT 24/7 shall, at its discretion, replace the Unit or cancel the Agreement.
3. **Customer Obligations**

**Tracking Pack**

* 1. The Customer must use the Tracking Pack strictly in accordance with any Documentation or reasonable instructions provided by WT24/7 as to use and applicable laws.
  2. The Customer is responsible to ensure that the Transmission Unit(s) and Tracking Services are working and should test it on at least a monthly basis. For testing of the panic alarm, you should notify WT24/7 in advance.
  3. It is the Customer’s responsibility to appoint and remove Authorised Users and to ensure they use the Tracking Services in accordance with this Agreement;
  4. The Customer shall notify WT24/7 within 1 (one) hour, by phoning our 0861 WE TRACK number, after you become aware that an Asset was lost, stolen or hi-jacked. You will report the loss of the Asset to the appropriate South African Police Services (SAPS)within a period of not more than 12 (twelve) hours and you will, on our request, provide WT24/7 with a relevant case number obtained from the SAPS and the location of the SAPS at which you reported the matter.
  5. When an Asset was lost, stolen or hi-jacked but was subsequent recovered:-
     1. The Customer must, within 24 (twenty-four) hours of recovery of the Asset and at the Customer’s own cost, take the Asset to any Authorised Installer as directed by WT24/7. Such installation, testing, repair or removed and replacement Transmission Unit will, unless clause 9.5 applies, be (i) at the cost of WT24/7 if under the WT24/7 Maintenance and Servicing of Transmission Unit subscription (for the first 12 months of the Subscription Period (Initial), or (ii) at your own cost after the first 12 (twelve) months of the Subscription Period (Initial).
     2. and should the Customer elect not to collect the Asset at the scene, the Customer hereby duly authorises the recovery service provider to tow the Asset away from the scene at the Customer’s risk and costs, that such Asset will be stored at the Customer’s risk and that he/she/it will be liable to the recovery service provider for any storage costs which become payable in respect of the storage of the said Asset commencing from 24 (twenty four) hours after the Asset has been delivered to the recovery service provider’s premises. All costs incurred in this regard shall be for the account of the Customer.
  6. The Customer shall inform the Asset manufacturer of the fitment of the Transmission Unit where the Asset manufacturer requires such notification.
  7. The Customer and those parties it allows to use the Tracking Pack have the sole responsibility to obtain any necessary consent from the users or operators of those devices or Assets where the Transmission Units are installed and must not use the Tracking Pack to illegally track or monitor any person without consent.
  8. To the extent permitted by law, any liability that may arise from the use or operation of a Tracking Pack in breach of the terms of applicable laws, or contrary to any instructions provided by WT24/7 as to use, remains the sole responsibility of the Customer and the Customer agrees to indemnify WT24/7 for any loss or damage it may suffer as a result of a breach of this clause.
  9. The Customer must not use any equipment in connection with the Tracking Pack that has not first been approved, in writing, by WT24/7.
  10. In the case of damage to the Transmission Unit, however caused, the Customer shall be responsible for the full costs of all repairs to restore the Transmission Unit to the condition it was in at the Commencement Date. The Customer’s maximum liability under this clause shall be the value of the Transmission Unit.
  11. In the case of loss or irreparable damage to the Transmission Unit, however caused, the Customer shall be responsible for the full cost to WT24/7 of replacing the Transmission Unit.
  12. The Customer shall be responsible for any loss of revenue suffered by WT24/7 due to the unavailability of the Transmission Unit for hire due to loss or damage to the Transmission Unit.
  13. The Customer shall:
      1. not part with the possession of the Tracking Pack and shall not sublet, or sell, or attempt to alienate the Tracking Pack in any way, or grant security interest in, or deal with the Tracking Pack in any way that may be prejudicial to WT24/7 other than installing the Transmission Unit in Asset(s);
      2. be liable for any loss or damage to any Transmission Unit, including but not limited to, damage or loss caused by fire, storm, collision, accident, theft or burglary, or arising from misuse, abuse, mysterious disappearance or wrongful conversion, any breach of the Agreement, violation of any laws, exposure to any corrosive substances (including caustic, cyanide, acids, salt water), theft, transportation (except where transported by WT24/7), or negligence by the Customer and shall pay to WT24/7 the cost of making good the repair to the Transmission Unit or the cost of replacing the Transmission Unit, whichever is the lesser;
      3. take proper care of and use the Tracking Pack in a manner or to such an extent that a reasonable Customer would, and according to the Documentation and any instructions given by WT24/7;
      4. not carry out repairs, maintenance, adjustments, alterations or additions to the Transmission Unit without the express consent of WT24/7;
      5. not remove any signage of the Transmission Unit without the prior written consent of WT24/7;
      6. immediately notify WT24/7, by telephone or email, if the Transmission Unit is damaged or is otherwise in need of maintenance or repair;
      7. on request by WT24/7 advise of the location of any Transmission Unit or make available the Transmission Unit at a location as agreed to with WT24/7;
      8. give WT24/7 irrevocable licence to enter any premises within the Customer’s control for the purposes of inspecting, repairing, testing or removing the Transmission Unit; and
      9. not attempt to remove a Transmission Unit unless authorised by WT24/7 in writing.
  14. In the event that the WT24/7 control room receives a Park Alarm exit/ Auto Park exit or any Alert from the Transmission Unit, the Customer will be contacted in order for the controller to dispatch Run Recovery. If the Customer fails to answer his/her mobile device Run Recovery will be dispatched automatically, if for some reason it is a False Alarm, the Customer will be liable for said false alarm and run Recovery against WT24/7 then standard rate, which will be debited from the Customer’s account. The above does NOT apply to Customers that have subscribed to the Run Recovery.

**Recovery Services**

* 1. The Customer hereby undertakes that it will at all times ensure that the Asset database is up to date by way of informing the Recovery Services Service Provider in writing of the following:
     1. The withdrawal of any Asset from active service.
     2. The inclusion of a new Asset to active service.

1. **WT24/7 Obligations**
   1. WT24/7 shall use its best endeavours to maintain the availability of the WT24/7 Service to the Customer in the Territory subject to the terms set out herein.
   2. WT24/7 shall provide the selected Services in a professional manner;
   3. WT24/7, via its Recovery Services Service Provider, shall ensure that the Customer’s Asset database (for Recovery Services purposes) is up to date as per written instructions from the Customer, and immediately remove or add Assets to said database as per Customer’s written instructions
   4. WT24/7 reserves the right (but does not assume the obligation) to make any changes in the specification of the Products which are required to conform with any applicable legislation, which do not materially affect their quality or performance for purposes of the Services.
   5. Where the Asset is stolen in the Territory during the period of this Agreement, WT24/7 shall use its best endeavours to utilise the Tracking Services for locating the Asset and Recovery Services (if selected by the Customer) to recover the Asset.
   6. WT24/7 reserves the right to at any time change the look and feel of the Website and the way the Customer Data is displayed on the Tracking Service.
2. **Support Services**
   1. During the Subscription Period, WT24/7 shall provide the Support Services. Any additional costs incurred by WT24/7 in the provision of Support Services will be payable by the Customer (unless otherwise agreed to in writing), including, but not limited to:
      1. removing or re-installing the Transmission Unit from any Asset nominated by the Customer;
      2. any freight or transportation costs incurred;
      3. travel cost for callouts; and/or
      4. time incurred in callouts.
   2. If the Customer requires support for the Tracking Pack, the Customer will call WT24/7’s customer support as per the details made available by WT24/7 from time to time on its website ([www.wetrack247.co.za/contact-us](http://www.wetrack247.co.za/contact-us)). Support is only available during the hours of 8am to 5pm Monday to Friday (excluding Public Holidays).
   3. WT24/7 will use its reasonable efforts to provide Support Services for the Tracking Pack during the Subscription Period.
   4. The Support Services do not include services that are required as a result of:
      1. misuse of the Tracking Pack or failure to use the Tracking Pack in accordance with the Documentation;
      2. unauthorised attempts to repair, replace, modify or maintain the Tracking Pack; or
      3. damage to the Tracking Pack that occurs during or subsequent to a breach of the terms of this Agreement by the Customer.
   5. The provision of Support Services are contingent upon the Transmission Unit being installed in accordance with clause 4.6.

1. **Subscription Fees, Other Fees and Payment**
   1. The Customer shall pay WT24/7 the fees and charges as agreed to on the Order Form as per the payment terms below;
   2. **Subscription Fees**: The Customer agrees that amounts for Subscription Fees contained in a tax Invoice issued by WT24/7 shall be due and payable unconditionally monthly in advance by debit order on the Customer’s bank account as per the Debit Order Authorisation.
   3. **Other charges**: The Customer agrees that amounts for Other Fees contained in a tax Invoice issued by WT24/7 shall be due and payable unconditionally in cash on or before Installation Date / delivery date or, if the Customer is a credit approved Customer, within 30 (THIRTY) days from the tax Invoice date.
   4. The Customer will be sent an invoice for the fees and charges to the Customer’s email address as provided by the Customer.
   5. The Customer will receive a final invoice and statement upon termination of the Agreement, including such charges for the removal of the Transmission Unit as per WT24/7 then current removal rate.
   6. **If the Customer fails to pay an invoice 7 (seven) days after the due date, WT24/7 may without prejudice to its other rights or remedies under this Agreement:-**
      1. **charge the Customer a late payment fee corresponding to the costs incurred by WT24/7;**
      2. **charge the Customer any costs associated with the recovery of amounts due and payable (including, without limitation, administrative, collection fees and legal fees on an attorney and own client basis); and/or**
      3. **charge the Customer interest at the highest rate as allowed by law, calculated daily on the outstanding amount in addition to the outstanding amount; and/or**
      4. **prohibit (suspend) the Customer from having access to the Tracking Service and Transmission Services.**
   7. WT24/7 will not be liable to the Customer for any actions taken by WT24/7 pursuant to clause 8.6.
   8. If a Customer disputes an invoice or there are invoices involving errors requiring remedy by WT24/7, the Customer shall notify WT24/7 in writing within 10 (ten) days from invoice date. Upon receipt of the notice by WT24/7, said invoice shall be referred to WT24/7 financial manager for review who shall revert within 5 (five) days from receipt of said notice. If the written notice is not served within the 10 day period, then the Customer waives any rights to dispute the invoice and the invoice shall be deemed a correct record of the contents therein.
   9. A Certificate under the hand of any director or financial manager for WT24/7 or its duly appointed auditors from time to time, whose authority and appointment it shall not be necessary to prove, in respect of any indebtedness of the Customer under this Agreement or in respect of any fact shall be prima facie evidence of the Customer’s indebtedness to WT24/7 and/or such other fact for the purpose of obtaining a judgement or order against the Customer in any competent court.
   10. Unless a Subscription Package states otherwise, if the Customer elects through the Website or Order Form to receive updates or alerts via SMS, an SMS PAYG Fee will be charged to the Customer as per the then current WT24/7 rate. Where the Customer has the option (as made available by WT24/7) to elect through an Order Form to pay an ongoing upfront monthly fee for the SMS Bulk Package, then by selecting the SMS Bulk Package, the Customer agrees to pay the published SMS Bulk Package fee monthly in advance in lieu of paying a SMS PAYG Fee. SMS alerts sent over and above the SMS Bulk Package per month shall be on charged to the Customer at the SMS PAYG Fee rate.
   11. In the event that the Customer utilises the international roaming facility, he will be liable for the additional costs incurred by SMS/GPRS transmissions made while outside of the Territory.
   12. The Customer shall be entitled to request the number of reports, transmit the number SMS's and have a maximum data transfer per month as set out in the contract or user manual as the case may be. Any usage in excess to the allowable amount per month will be charged as per Standard Rates of WT24/7 for such excess.
   13. **The Customer may decrease the number of Transmission Units at any time during the Subscription Period by notice (“Cancellation Notice”) to WT24/7 at least 30 (thirty) days before the end of the applicable Subscription Period. Unless otherwise agreed to in writing by WT24/7, any decrease to the Transmission Units will only take effect at the start of the Next Subscription Period. Where any decrease of Transmission Units take place prior to the end of the Subscription Period clause 8.13 will apply.**
   14. **Subject to the terms of the Agreement, the fees paid for each Subscription Period are non-refundable – there will be no refunds or credits for partial Subscription Periods (regardless of the length of Subscription Period), upgrade/downgrade or removal of Transmission Units refunds or account cancellations.** **Early cancellation of any Tracking Pack will result in outstanding fees for the remainder of the Subscription Period to become due and payable immediately, which the Customer shall pay within 20 (twenty) days from date of Cancellation Notice.**
   15. If you are not in breach of this Agreement, and WT24/7 elects to terminate the Tracking Service, we will refund to you any pre-paid fees relating to the portion of Subscription Period remaining as at the effective date of termination. Except as expressly stated in this clause 8.11 the Customer is not otherwise entitled to any refund if this Agreement terminates during a Subscription Period.
   16. The prices payable for the Tracking Pack and other related services or Products may be quoted on the Website (or published in writing as part of the registration and activation process) or as per the Order Form and amended from time to time by WT24/7.
   17. **WT24/7 has the right increase the Subscription Fees on the anniversary of the Agreement against a reasonable market related rate. Take note that if the Customer has signed up for Services against a discounted rate (under a special offer or discount as a result of our relationship with the Customer’a insurer), that the annual increase % may be more, compared to other Customers that have not received the same discount.**
   18. **WT24/7 further reserves the right to change the fees for the Tracking Service and any value added services or accessories at any time, which will take effect in the next Subscription Period (Renewal). Such notice may be provided at any time by posting the changes to the Website or by email to you.**
   19. Subscription Packages may be selected on the Order Form with associated Subscription Periods. Any combination of Subscription Packages must be approved by WT24/7 in their absolute discretion.
   20. In the event that WT24/7 institutes any legal proceedings of any nature whatsoever against the Customer arising out of this Agreement, the Customer shall be liable to pay all the legal expenses of WT24/7 on the attorney and own client scale, including but not limited to any tracing fees, collection charges, valuation fees or any other costs WT24/7 may incur in respect of such an action.
2. **Warranties** 
   1. WT24/7 warrants to the Customer that:
      1. it has full power and authority to license the Tracking Service under its Head Licence;
      2. to the best of its knowledge and belief the Tracking Pack does not infringe any Intellectual Property Rights of a third party.
   2. Where the Customer is a juristic person, the Customer warrants that all required resolutions and permissions have been obtained to conclude this Agreement;
   3. The Customer agrees that it relies upon its own knowledge, skill and judgement in relation to the particular use or suitability of the Tracking Pack for the Customer’s purpose;
   4. During the Warranty Period the Tracking Pack shall be warranted to be free from defect and any defective Tracking Pack shall be replaced or repaired (at the sole discretion of WT24/7), provided that any claim made under this clause shall be made in writing to WT24/7 within the Warranty Period.
   5. If a Transmission Unit is malfunctioning due to liquid damage, accident damage, tampering with the Transmission Unit, or due to your or any other third party’s negligence, you will be liable for the installation, testing, repair or removal and replacement cost of the Unit,
   6. If an unaltered version of the Transmission Unit develops faults by reason of defective components, design or workmanship within the Warranty Period, and the Customer is not in breach of the terms of this Agreement, WT24/7 will either repair or replace the Transmission Unit (or the affected component of the Transmission Unit) at no cost to the Customer. Any such replacement or repair will be the Customer’s sole remedy in respect of the supply of a defective Transmission Unit;
   7. WT24/7 provides no warranty as to uptime and availability of the Tracking Services. Without limiting the generality of the foregoing sentence, the Customer acknowledges that Tracking Services rely on location information such as GPS/GLONASS and depend on the Transmission Unit’s ability to acquire satellite signals (typically not available indoors) and network coverage. Network coverage and satellite signals are dependent on a number of factors not within the control of WT24/7 including weather, topographical changes, changes to and support of network cellular technologies, the functionality of various satellites, cell towers, clouds and other factors. The Customer expressly agrees to indemnify and hold harmless WT24/7 with respect to any Loss that is attributable to the Transmission Unit not working, malfunctioning or failing attributable to any matter described in this clause 9.7.
   8. During the Warranty Period the Tracking Service will function in accordance with its specifications. WT24/7 will provide all reasonable programming and remedial services to correct documented code errors which are caused by a defect in an unaltered version of the Tracking Service at no cost to the Customer, provided that the Customer is not in breach of any of the terms of this Agreement. Any such programming and remedial services will be the Customer’s sole remedy in respect of the supply of defective Tracking Service.
   9. If the Customer does not use an Authorised Installer for the install or de-install of Transmission Units (as per WT24/7 consent), then the Customer shall not have the benefit of any warranties provided in this Agreement by WT24/7 and such warranties are hereby expressly excluded.
   10. All warranties are based on the assumption that the Customer will make available the Asset to WT24/7 to un-install the faulty Transmission Unit.
   11. All warranties, descriptions, representations or conditions whether implied or not or otherwise or contained in any document not furnished by WT24/7 or do not form part of this Agreement are expressly excluded to the fullest extent permitted by law.

1. **Limitation of Liability**
   1. **WT24/7, its directors, employees and agents / sub-contractors shall not be liable to the Customer or any third party in contract, delict (including negligence) or on any other basis for:**
      1. **any indirect, incidental, special or consequential Losses;**
      2. **any loss of use, loss of profits, loss of anticipated savings;**
      3. **any third party claims suffered or incurred by the Customer.**

**even if advised of the possibility of such damages or such damages result from the use of any Services or the implementation of any recommendations.**

* 1. **Subject to clause 10.1 above, the entire liability for direct damages for WT24/7 from any cause related to or arising out of this Agreement, regardless of the form of action, whether in delict, contract or on any other basis, shall be limited to the lesser of the price of the Tracking Pack you paid for under this Agreement during the immediately preceding 12 (twelve) months of the complain or Loss, the cost of repairing or replacing the Tracking Pack and the actual Loss suffered by the Customer;**
  2. **WT24/7 recovery teams are armed. The Recovery Services could, therefore, pose a risk and could result in personal injury, death or damage to property, including but not limited to damage to the Asset, or any of the contents of the Asset, whether they are owned by you or by any third party, and which is due directly or indirectly to such damage occurring during the provision of the recovery service; and including personal injury or death to any occupants in the Asset. You, therefore, indemnify WT24/7 and its directors and employees, and agree to hold them harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred during Recovery Services.**
  3. **The Customer shall at all times indemnify and hold WT24/7, its directors, officers, employees and agents, harmless from and against any costs (including reasonable legal costs on an attorney and own client basis), claims, demands, expenses, Losses or other consequences suffered by WT24/7 in relation to the performance of the Customer’s obligations under this Agreement, and from any costs, claims, demands, expenses, Losses or other consequences suffered by WT24/7 in relation to any breach by the Customer of this Agreement, or arising out of the negligence, breach of statutory duty, or wilful default of the Customer’s agents, employees or sub-contractors or of any other person for whose acts and omissions the Customer is vicariously liable and also against any action, claim or demand by the Customer’s employees, agents, or subcontractors, their personal representatives or dependants, or any Customers of the Customer.**
  4. **WT24/7 will not be liable to the Customer for any failure by WT24/7 to deliver the Tracking Packs or Tracking Services, or any interruption to the Tracking Services, where such failure or interruption is attributable to any act, matter or event outside of the control of WT24/7 including but not limited to fire, flood, tempest and other acts of adverse weather, terrorism, changes in government, legislation, strikes, riots, disputes with licensors under the Head Licence, failure of any service provider to WT24/7 to provide the service; acts of god, acts of war, telecommunications failure, server failure, electricity outages and other events of force majeure as that term is usually defined.**
  5. The exclusions in this clause 10 apply for the benefit of (and shall be enforceable by):
     1. WT24/7;
     2. GSM Providers;
     3. Recovery Services agents/sub-contractors;
     4. all companies directly or indirectly owned, partly owned or controlled by any of the people listed above; and
     5. all officers, employees, contractors and agents of all the people listed above.

1. **Intellectual Property and Confidentiality**
   1. The Customer acknowledges that the Intellectual Property Rights in the Tracking Pack and the Documentation are owned by WT24/7 or its licensors under Head Licences.
   2. The Customer acknowledges that this Agreement does not transfer to the Customer any Intellectual Property Rights in the Documentation or the Tracking Pack (other than the limited rights granted in accordance with clause 2.3).
   3. The Customer must keep their Login Information secure and confidential. Unless expressly permitted by this Agreement, or otherwise authorised in writing, you must not share your Login Information with any person.
   4. In using the Tracking Pack, the Customer must not engage or attempt to engage in any activities that:
      1. use any Products other than in conjunction with the Tracking Service, or copy, modify, reverse engineer or decompile the Transmission Units, Products or any software used or accessed or accessible via the Tracking Service or any part of the same (save to the extent expressly permitted by law) nor allow any other third party to do the same;
      2. violate the rights of any third party (including, without limitation abusing, stalking, threatening or otherwise, infringement of copyright, trademark, or other intellectual property right, misappropriation of trade secrets, confidential information, electronic fraud, invasion of privacy);
      3. interfere with or disrupt any other third parties (including other users of the Tracking Service), equipment, functions, features, the Products, or Tracking Service;
      4. introduce or allow the introduction, transmission, distribution or uploading of any, virus, worm, Trojan horse, zombie, keylogger, time bomb, cancelbots, easter eggs, spyware, mail bombing, flashing, spamming, flooding, or other potentially harmful programs, materials, information or malicious code into the Products or Tracking Service or any related network;
      5. use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Tracking Service, or its contents;
      6. involve the unauthorised use of any machine or network, denial of service attacks, falsification of header information or user identification information, monitoring or scanning the networks of others;
      7. gain unauthorised access to the Tracking Pack;
      8. disrupt, impair, alter or otherwise interfere with the functions, features or content of the Tracking Pack;
      9. restrict or inhibit any other visitor from using the Tracking Service, including, without limitation, by means of “hacking” or defacing a portion of the Tracking Service or Website;
      10. modify, adapt, decompile, reverse engineer, disassemble or otherwise reduce the Tracking Service to a human-perceivable form;
      11. harvest or collect information about users or members of the Tracking Service without their express written consent;
      12. transfer, assign or otherwise deal in the Tracking Pack, Tracking Service and Documentation or the Customer’s rights under this Agreement.
   5. The Customer must indemnify and keep indemnified WT24/7 against any claims from the licensors under any Head Licence relating to or arising from the failure of the Customer to comply with any provision of this clause 11.
2. **Insurance / Maintenance and Servicing of the Transmission Unit**
   1. **Insurance**: If the Customer accepts the insurance option as per the Order Form, WT24/7 will introduce the Customer to the insurer which will keep the Transmission Unit insured against all risks of theft or damage from collision and/ or any other damage sustained by the Transmission Unit for the Subscription Period. If the Asset gets stolen and the Customer is not insured through the aforesaid insurer /7, the Customer will be liable to pay for the replacement of the Transmission Unit, such a price can only be determined at the time of the occurrence as the cost will be dependent on the then United States Dollar and Rand exchange rate.
   2. **Maintenance and Service value added service**:
      1. If the Customer accepts the Maintenance and Servicing option for the Transmission Unit it will entitle the Customer for a replacement of the Transmission Unit as a result of damage due to power surges and de-installation and re-installation costs once a year per Asset.
      2. If the above option is not selected by the Customer; WT24/7 will submit a quotation for any repairs, maintenance, de-installation and re-installation of Transmission Units, as there will be additional charges for these changes or repairs that the Customer will liable for.
3. **Suspension of Services** 
   1. WT24/7 may suspend the use of the Tracking Service or Transmission Services, any Products or the Customer’s access to location, tracking or monitoring information via the Platform at any time without notice if:
      1. the Platform or network requires maintenance or upgrading;
      2. we have a reasonable belief that the Tracking Pack is being used unlawfully or contrary to any applicable laws;
      3. Head Licence issues or to comply with any applicable law or order from an emergency service or government authority.
      4. as a result of an event outside WT24/7 reasonable control;
      5. the Customer is in breach of a term of this Agreement and that breach continues for a period of 7 days without remedy.
   2. WT24/7 will only reconnect the Services if all the Services fees / charges are paid up to date. WT24/7 will also be entitled to charge the Customer a fee for reconnecting the Services.
4. **Breach and Termination**
   1. WT24/7 may terminate this Agreement and any licence created under it and cancel any Tracking Service provided or any access to the Platform with immediate effect and without notice if:
      1. the Customer breaches any term or provision of this Agreement and does not remedy the breach within 7 (seven) days of receiving a written notice requiring the breach to be remedied; or
      2. the Customer does not have the consent of the Asset owner to enter into this Agreement for purposes of the Asset;
      3. the Customer use the Services for illegal purposes or provide WT24/7 with false and misleading information / notices;
      4. the Customer suffers an Insolvency Event; or
      5. the Transmission Services are suspended for any reason whatsoever and the events leading to suspension continue for more than 10 (ten) days;
      6. the Head Licence comes to an end.
   2. In all other circumstances:
      1. The Customer may terminate this Agreement by giving written notice of termination to WT24/7 more than 30 days before the end of the Subscription Period (Initial) or 3 (three) months during the Subscription Period (Renewal). The Agreement will terminate at the end of the then current Subscription Period; or
      2. WT24/7 may terminate this Agreement by giving at least 30 days written notice of termination to the Customer. On termination of the Agreement we will refund to you any pre-paid fees relating to the portion of Subscription Period remaining as at the effective date of termination.
   3. Termination of the Agreement by WT24/7 is without prejudice to any rights that WT24/7 may have under the Agreement in law or equity.
   4. This Agreement is not terminated automatically if the Customer sells an Asset that contains a Transmission Unit or if there is theft, loss or damage to the Transmission Unit or the Asset that it is fitted to. If any Asset under this Agreement is stolen / hijacked, written off or repossessed, the Customer must notify us in writing immediately. If the Customer sells any Asset, the Customer must tell us at least 2 (two) days before it is handed over to the new owner. Until this Agreement is cancelled in the way allowed as allowed under this Agreement, the remains responsible for all fees for the remainder of the Agreement.
   5. If any of the Assets is sold before the end of the Subscription Period, the Customer can transfer the Transmission Unit to another Asset of the Customer. For said purpose WT24/7 will need full details of the new Asset and date of sale. WT24/7 may remove the Transmission Unit from the Asset and install it into the new Asset or WT24/7 may install a new Transmission unit in the Asset. There will be a charge for removing the Transmission Unit and/or installing a new Transmission Unit in the next Asset. If the Asset is sold during the term of this Agreement, the Customer may remove the specific Transmission Unit from the list under the Tracking Pack, subject to early cancellations costs that will apply to that Asset, or the Customer can continue to pay the monthly Subscription Fee for the particular Asset until the end of the Subscription Period.
   6. If an Asset is stolen or hijacked and recovered, this Agreement will continue. If the Asset is stolen or hijacked and not recovered, this Agreement for purposes of that particular Transmission Unit will end at the end of the month after the month in which the Asset was stolen or hijacked, and early cancellation costs will apply for purposes of that Transmission Unit.
   7. If the Customer can no longer finance any Asset that contains a Transmission Unit and it is repossessed by any third party, the Customer may request WT24/7 to remove the applicable Transmission Unit from the list applicable under this Agreement, however the Customer will have to pay early cancellation costs applicable to said Transmission Unit and Tracking Services. WT24/7 may request proof in writing of said repossession.
   8. If an Asset is a write-off, the Customer must notify WT24/7 in writing immediately. The Transmission Unit will be removed from the Tracker Pack, however the Customer will have to pay early cancellation costs.
5. **Consequences of Termination** 
   1. Upon termination of this Agreement, the Customer will:
      1. immediately cease to use the Tracking Service and all Documentation and deliver to WT24/7 all copies of the Documentation in the Customer’s possession or control;
      2. (in WT24/7’s sole discretion) the Customer shall either:-
         1. **return** the Tracking Pack to WT24/7’s control within **14 (fourteen) days** from termination, ensuring that the de-Installation of the Transmission Unit is performed by an Authorised Installer which costs shall be for the account of the Customer; or
         2. **make available** ALL Assets at an Authorised Installer (as directed by WT 24/7) to remove the Transmission Unit(s) on a date and time as confirmed by WT24/7 in writing to the Customer (**not later than 14 (fourteen) days after termination**), which notice shall be at least 5 (five) days prior to said date, or
         3. **grant** WT24/7, or to procure that WT24/7 is granted, an irrevocable right and authority to enter on an agreed date and time the premises of the Customer or into any Asset(s) where any part of the Tracking Pack is situated or thought to be situated (**not later than 14 (fourteen) days after termination**) to remove the Transmission Units, and that the Authorised Installer is acting as WT24/7’s agent in the removal of the Transmission Unit. **For purposes of this option, all the Assets must be at the Customer’s premises on agreed date and time and the Customer shall be liable to the WT24/7 then current costs for removing a Transmission Unit**; and
      3. pay any and all sums due and/or payable to the other party under this Agreement that become due for payment before or after termination.
   2. **Where termination is the result of the Customer’s breach of the Agreement or early termination by the Customer without WT24/7 consent, the Customer shall, without prejudice to any rights that WT24/7 may have under this Agreement or in law:-**
      1. **pay WT24/7, its agents, sub-contractors and/or affiliates and suppliers the value of all Losses that WT24/7 and its agents, sub-contractors and/or affiliates and suppliers may suffer or from claims that are brought against WT24/7 and its agents, sub-contractors and/or affiliates and suppliers;**
      2. **be liable for the full balance outstanding in respect of any uncompleted portion of the Subscription Period.**
      3. **pay WT24/7 the removal charge per Transmission Unit as per the WT42/7 then current removal rate, including any travel costs that may be incurred to remove the Transmission Units.**
   3. If the Customer had not in fact complied with any obligation under clause 15.1, the Customer will be charged backdated Subscription Fees until the Customer complies with all unresolved obligations. Interest will apply to all backdated Subscription Fees at the rate set out in clause 8.6.3.
   4. **If the undamaged Transmission Unit is not returned on termination (as per clause 15.1.2.1) or the Customer does not allow WT24/7 or its Authorised Installer to remove the Transmission Unit (clauses 15.1.2.2 or 15.1.2.3), then the Customer shall be liable for the full and immediate payment of the purchase price (including VAT) of a new Transmission Unit and interest shall accrue on the amount due and payable at the rate set out in clause 8.6.3.**
   5. Upon termination of this Agreement, the licence to use the Intellectual Property Rights granted by WT24/7 to the Customer, the licence to use the Tracking Pack, and access to the Transmission Services shall be deemed to be immediately revoked without any further notice. On termination of this Agreement, the licence granted pursuant to clause 2.3.2 will automatically cease and the Customer acknowledges that no Tracking Services will be provided by WT24/7 or the GSM Provider.
   6. WT24/7 will not be liable to the Customer or any other person for any Loss suffered or liability incurred arising from the termination of the Agreement or the repossession of any part of the Tracking Pack or any actions taken by WT24/7 pursuant to clause 13 or 15.
   7. For the avoidance of doubt, the Customer indemnifies WT24/7 against any costs, claims, damage, expense or liability suffered or incurred by WT24/7 arising directly or indirectly from WT24/7 exercising its rights under this clause or otherwise acting to recover any part of the Tracking Pack hired or money payable by the Customer. This includes any damage to the Asset caused by WT24/7’s attempts to recover the Tracking Pack (including causing the Asset to be shutdown).
   8. Termination of this Agreement will not affect any provisions of this Agreement which are intended to continue after termination (including, without limitation, clauses 5, 9, 11, 13, 14, 15, 16, 17, 18)
6. **Customer Data**
   1. You agree that WT24/7 may use the Customer Data to perform the Services. You warrant that the Customer Data you make available to WT24/7 and/or its sub-contractors are true and correct. For purposes of the aforesaid you specifically agree to:-
   2. **Personal Information**:
      1. The WT24/7 Privacy Policy (as available on the Website) is hereby incorporated by reference into these Terms and Conditions. WT24/7 has the right to amend this Privacy Policy at any time;
      2. You warrant that you have read, understood and agree to the Privacy Policy and informed those third parties that may be affected by the processing of their personal information about the WT24/7 Privacy Policy.
   3. **Credit information**:
      1. You agree that if WT24/7 considers it necessary to determine the Customer’s credit status or access certain Customer Data to collect overdue payments in respect of that credit, that WT24/7 may obtain from a registered credit bureau or credit provider such information such required information and be able to share the Customers Data with the aforesaid persons;
      2. Such information will be held by WT24/7 and the Customer may access and correct that information by contacting WT24/7. WT24/7 warrants that personal information about the Customer shall only be disclosed to WT24/7’s debt collectors from time to time to aid in the collection of any money owing to WT24/7 by the Customer.
   4. The Customer grants WT24/7 the right to process, intercept, copy, modify, store and disclose the Customer Data to the extent necessary so that they can supply the Support Service and Tracking Services, and any enhancements or modifications to the same to the Customer. WT24/7 may make the information available to Head Licensors and Authorised Installers to enable those person to deliver certain components of the goods and services on behalf of WT24/7.
   5. The Customer grants to WT24/7 a non-exclusive, royalty-free, perpetual, irrevocable, fully paid-up, worldwide license, with the right to sublicense, to use, modify, reproduce, adapt, communicate, display, perform, anonymise and distribute Customer Data and user statistical information such as usage, traffic patterns, or user activities for any purpose, provided that such Customer Data will be (a) de-identified such that no person or entity (including but not limited to you) can be identified, and (b) combined with the data of other users or additional data sources.
   6. In addition to any other indemnity provided in this Agreement in favour of WT24/7 and without derogating from the generality of such indemnities, the Customer indemnifies WT24/7 (and will continue to indemnify WT24/7 notwithstanding termination or expiration of this Agreement for all Losses which WT24/7 may suffer or incur (whether in relation to the POPIA or otherwise) by reason of the Customer’s failure to comply with clause 16.
   7. WT24/7 servers hold a maximum of 6 Months data on behalf of the Subscriber, no data from WT24/7 will be accessible further than 6 months back.
   8. Processing of personal information shall be done in accordance with our Privacy Policy.
7. **Dispute Resolution**
   1. Any payment default by you arising from, or in connection with, any services rendered or provided by WT24/7, will be excluded from the provisions of this clause, and WT24/7 will be entitled to proceed to institute legal action against you.
   2. Any dispute (other than as per clause 17.1) arising from the Agreement shall be subject to the dispute resolution procedures below;
   3. A party may notify the other party (“Dispute Notice”) if that party considers that a dispute exists between the parties about the construction or performance of this Agreement (including the determination of any matter to be agreed or any document to be completed under this Agreement) (“Dispute”). The Dispute Notice shall briefly describe the Dispute, and state that it is given under this clause 17.3.
   4. **Informal dispute resolution**: Prior to referring any dispute to arbitration, the Parties shall first attempt to resolve their dispute informally by referring a dispute to its senior management. Senior management of both Parties shall discuss the problem and attempt to resolve the dispute, without the necessity of any formal proceeding, within 7 (seven) days of the dispute having been referred.
   5. **Informal dispute resolution does not reduce Parties' rights**: Proceedings in terms of this clause 17.3 shall not be construed to prevent a Party from instituting formal proceedings earlier to obtain urgent or interim relief, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors.
   6. **Institution of Formal Proceedings**: Subject to the provisions of clauses 17.3 and 17.5, the Parties agree that either Party may elect to refer any dispute which may arise to either the High Court of South Africa or to arbitration proceedings as contemplated in clause 17.7. Upon election by a Party initiating the relevant dispute proceedings, the other Party will be bound by such election for the purposes of the dispute in question.
   7. **Arbitration**: If the Parties are unable to resolve any dispute informally and either Party has elected to commence arbitration proceedings to resolve the dispute in terms of clause 17.6, then such dispute shall on written demand by the electing Party be submitted to arbitration at Arbitration Foundation of Southern Africa, Cape Town, to be dealt with by 1 (one) arbitrator.
   8. **Status of arbitration ruling**: The decision of the arbitrator shall be binding on the Parties to the arbitration after the expiry of the period of 20 (twenty) days from the date of the arbitrator's ruling if no appeal has been lodged by any Party or upon the issue of determination by the appeal panel, as the case may be. A decision, which becomes final and binding in terms of this clause 17.8 may be made an order of court at the instance of any Party to the arbitration. The parties agree to keep the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
   9. **Continued performance**: Each Party agrees to continue performing its obligations under the Agreement while any dispute is being resolved.
   10. **Rapid resolution of disputes**: The Parties shall use commercially reasonable efforts to resolve disputes arising as rapidly as possible.
   11. **Agreed Jurisdiction**: for purposes of litigation proceedings initiated by WT24/7, WT24/7 may select the appropriate court to deal with said proceedings. For purposes of proceedings under clause 17.6 above, the Parties hereby consent to the jurisdiction of the Western Cape High Court (Cape Town).
8. **Notices**
   1. Any notices you send to WT24/7, including legal notices, must be delivered to WT24/7 at any one of the physical or email address as stated on our website (<http://www.wetrack247.co.za/contact-us/>);
   2. Any notices WT24/7 send to you, including legal notices (for example, a letter of demand), will be delivered to you at the address you gave on the Order Form or any later address you have given WT24/7 proper notice about, including such details as uploaded by you to our Platform. You must tell us about any change of address on the Platform that you access via the WT24/7 website or by sending us an email or written notice to our postal address (see above-mentioned website). If you change address but you do not tell WT24/7, you agree that you will accept notices, including legal notices, at the address you gave to us in your Order Form
   3. For both parties, any notice delivered under the Agreement is treated as being received:
      1. on the date of delivery, if delivered by hand to the physical address;
      2. 10 days after posting, if sent by ordinary mail to a postal address;
      3. If sent by email, on the earliest of (i) the email being acknowledged by the recipient as received; (ii) receipt by the sender of an automated message indicating successful delivery and the email having been read; or (iii) the expiry of 24 hours after transmission, provided that the sender has not received notification of unsuccessful transmission.
      4. If sent by SMS to your cell phone number, at 08:00 on the first business day after sending the SMS.
   4. If you claim that you did not receive the notice, then you will have to prove it.
   5. We will further be entitled to send you notices to confirm acceptance of this Agreement, not receiving payments from you, defective Transmission Units that are not reporting, increases to any fees and notices to confirm possible suspension of services.
9. **Successors and Assignees**
   1. This Agreement shall be binding upon, and endure to the benefit of the parties and their respective successors and permitted assignees, and references to a party in this Agreement shall include its successors and permitted assignees.
      1. In this Agreement references to a party include references to a person:
      2. Who for the time being is entitled (by assignment, novation or otherwise) to that party’s rights under this Agreement (or any interest in those rights); or
      3. Who, as administrator, liquidator or otherwise, is entitled to exercise those rights;

And in particular those references include a person to whom those rights (or any interest in those rights) are transferred or pass as a result of a merger, division, reconstruction or other reorganisation involving that party. For this purpose, references to a party’s rights under this Agreement include any similar rights to which another person becomes entitled as a result of a novation of this Agreement.

1. **General**
   1. **Whole Agreement:** This Agreement when read in conjunction with the Order Form(s) contains the entire agreement between the Parties and supersedes any prior agreement between the Parties whether oral or in writing.
   2. **Amendment:** These terms can be amended from time to time by WT24/7 providing not less than 30 (thirty) calendar days notice of the proposed amendment to the Customer if such changes impact the rights of the Customer. On expiration of the notice period, the amendment shall be thenceforth incorporated into the Agreement. We have the right to inform you of changes in a shorter period under the following circumstances, i) If the law requires such change; and / or ii) If it is reasonable to give less than the above notice period notice, having regard to the nature of the possible change.. Except as provided in clause 20.2, this Agreement may only be amended by written agreement of the Parties.
   3. **Indulgence / Waivers:** No relaxation or indulgence which WT24/7 may grant you, shall constitute a waiver of the rights of WT24/7 and shall not preclude WT24/7 from exercising any rights which may have arisen in the past or which might arise in future.
   4. **Survival of obligations:** Any provision of this Agreement, which contemplates performance or observance subsequent to any termination, or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect
   5. **Severability:** In the event that any of the terms of this Agreement are found to be invalid, unlawful or unenforceable, such terms will be severable from the remaining terms, which will continue to be valid and enforceable.
   6. **Approvals and consents:** An approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.
   7. **Assignment and Cession**: The Customer may not assign, sub-licence, transfer or delegate its rights and obligations under this Agreement without the prior written consent of WT24/7. WT24/7 has the right to at any time transfer all or some of its rights in terms of the Agreement to any third party without the Customer’s permission. WT24/7 will write to you to inform you of any cession WT24/7 intend to make. WT24/7 does not have to inform you if we cede the rights to any of our affiliates or to any sub-contractors WT24/7 appoints.
   8. **Governing Law and Jurisdiction:** This Agreement is governed by the laws of the Republic of South Africa and the parties agree to submit to the exclusive jurisdiction as per clause 17.11. The Customer agrees that WT24/7 will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts or in terms of Rule 47 of the Law of the Supreme Court 59 of 1959.
2. **Special Conditions and Conflict**
   1. The parties may agree to vary the terms of this Agreement or add additional terms by including same as special conditions on the Order Form.
   2. To the extent of any inconsistency between documents between the Customer and WT24/7 the following order of priority shall apply:
      1. any special condition in the Order Form (provided the Special Condition in the Order Form has been expressly agreed to by WT24/7); then
      2. the provisions of this Agreement; then
      3. anything else in writing between the parties from time to time.
3. **Counterparts**

This Agreement may be executed contemporaneously in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. The parties may rely on a facsimile or scanned signature or email signature of an authorised representative to bind the other party and may deliver such signatures electronically.

1. **Surety** 
   1. Subject to the terms and conditions below the undersigned are hereby bound jointly and severally as surety and co-principle debtor in solidum for all the amounts which are now or might in the future become payable by the Customer to WT24/7 or its cessionary in the event of cession arising out of or incidental to this Agreement, to its beach or to its termination for any reason whatsoever.
   2. The surety choose to accept service of all documents for all purposes arising out of this suretyship at the address set out alongside his/her signature.
   3. If WT24/7 or its cessionary grants the Customer an extension of time in order to pay, or any indulgence, this does not mean that WT24/7or its cessionary has given up any of its rights in this Agreement.
   4. The surety indemnify and hold WT24/7 and its cessionary/ies in the event of a cession harmless against any claims arising against WT24/7 or its cessionary/ies out of or incidental to the above agreement, its breach or its termination for any reason whatsoever;
   5. By signing this suretyship, the surety abandon any claim which the surety may have to claim cession of all the rights and securities which may be held by WT24/7 against the Customer and the other sureties;
   6. The surety agrees that any action may be instituted against the surety arising herefrom out of the court as selected by WT24/7;
   7. The surety agrees to make payment of any legal costs that may be awarded against the surety as between the attorney and own client;
   8. A certificate under the hand of any WT24/7 manager, or authorised person or authorised agent of WT24/7, as given from time to time, in respect of the surety indebtedness or any other fact, shall on the face of it, be proof of such indebtedness and / or such fact. It shall not be necessary to prove the appointment of the person signing such certificate;
   9. The surety confirms having agreed WT24/7 is and will be entitled at any time to communicate with any person to obtain and provide any information relating to the surety payment behaviours, credit worthiness or defaults, and that such information may be disclosed to any other person for purposes of this surety;
   10. This deed of suretyship shall remain in force, and the surety is not entitled to withdraw or cancel this suretyship until such time as all amounts owing by the Customer to WT24/7 have been settled in full;
   11. The surety by signing this deed of suretyship confirms having been advised that:
       1. He/she is entitled by law to any confidential information relating to Customer;
       2. by signing this deed of suretyship the surety personally bind themselves to WT24/7 to perform all the obligations of the Customer, instead of the Customer, should the Customer fail to do so;
       3. the surety obligations in terms of the deed of suretyship will remain in existence in order to secure not only existing obligations but also any future obligations which may arise by further dealings between WT24/7 and the Customer and that the surety liability is not limited to a single transaction or class of transactions;
       4. the surety obligations in terms of the deed of suretyship shall only terminate once all amounts owing by the Customer to WT24/7 have been discharged;
       5. the surety/ies take independent legal advise.

Thus done and signed at on this

day of 20

|  |  |  |  |
| --- | --- | --- | --- |
|  | **As Witnesses** |  |  |
|  |  |  | **-Signature of surety** |
|  |  |  | **Name:** |
|  | Name |  |  |
|  |  |  | **ID -** |
|  |  |  | **Street Address:** |

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| --- |
| ***Please fax your completed agreement to 021 975 2477 or Email: info@wetrack247.co.za.***  **The agreement will be deemed to be accepted on written notice from WT24/7 or by commissioning of the product.** |

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| **FOR OFFICE USE ONLY** | | | | | | | | | | | | | | | | | | | | | | | | |
| Subscriber account no. |  |  |  |  |  | |  | |  |  |  |  |  | |  |  | | Fitment centre name | | | |  | |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | |
| Installation certificate no. |  |  |  |  |  | |  | |  |  |  |  |  | |  |  | | Invoice no. | | | |  | |  |
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| Sales representative |  | | | | | | | | | | | | | | | | | | | | | | |  |
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| Private individual | Copy of ID | | | | |  | | Cancelled cheque / bank statement / payslip | | | | | | | | | | |  | | Signature & initials | |  |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | |
| Business | Order no. | | | | |  | | Cancelled cheque | | | | | |  | | | Signatory ID | |  | | Signature & initials | |  |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | |
| Both | Debit order details verified | | | | | | | | | | | | |  | | | Subscriber name on all forms | | | | | |  |  |
|  | | | | | | | | | | | | | | | | | | | | | | | | |
| Checked & captured by |  | | | | | | | | | | | | | | | | Date | | |  | | | |  |
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