

1 DEFINITIONS AND INTERPRETATION

1.1 The words and phrases stated below will be used throughout the Contract. When reading the Contract the word or phrase must be given the meaning set out next to it:

1.1.1 "**Application Schedule**" means the form completed by the Subscriber, which sets out the identity of the Subscriber, details of the Netstar Service, the identity of the Vehicle in respect of which the Netstar Service will be provided and the fees payable for the Netstar Service;

1.1.2 "**Bureau Service**" means the service provided by Netstar consisting of database management, vehicle monitoring and tracking, and fleet management reporting comprising but not limited to incident management, fuel consumption, driver behaviour, vehicle, route and engine management;

1.1.3 "**Business Day**" means Monday to Friday, excluding weekends, being Saturday and Sunday and excluding a public holiday as defined under the Public Holiday Act, 36 of 1994;

1.1.4 "**Contract**" means this agreement read with the Application Schedule, the Netstar User Manual and related literature, as amended from time to time;

1.1.5 "**Data Subject**" means the individual or juristic person to whom the Personal Information relates;

1.1.6 "**De-identified Data**" means Personal Information and Vehicle Data that has been anonymised such that the identity of the Subscriber or any other person is not or no longer identifiable;

1.1.7 "**Effective Date**" means the date of installation of the Netstar Unit into the Vehicle;

1.1.8 "**Emergency Contact**" means the person/s nominated by the Subscriber to be contacted in the event of an emergency or if Netstar is not able to make contact with the Subscriber, whose details are set out under the Application Schedule;

1.1.9 "**Fleet Management Service**" means, where applicable, the management of the Vehicle or fleet of Vehicles by monitoring information relating to the Vehicle which includes but is not limited to driver behaviour, speed, location and fuel consumption;

1.1.10 "**Initial Period**" means the period of the Contract, as stated under the Application Schedule;

1.1.11 "**Netstar**" means Netstar (Proprietary) Limited, a South African company bearing registration number 1992/001223/07 with its registered office at Block O, Central Park Offices, Midrand, and includes its employees, agents, sub-contractors and contractors and where applicable its business partners;

1.1.12 "**Netstar Control Centre**" means the centre where signals from the Netstar Unit can be monitored and acted upon by Netstar;

1.1.13 "**Netstar Fitment Centre**" means the independent entity that has been authorised and approved by Netstar to install the Netstar Unit into the Vehicle;

1.1.14 "**Netstar Privacy Policy**" means the document/s which states the manner in which Netstar collects and uses the Subscriber's Personal Information, with whom Netstar shares it, and the Subscriber's rights in relation to its Personal Information, which can be viewed at <https://www.altron.com/privacy-policy/>;

1.1.15 "**Netstar Service**" means, where applicable, the various vehicle monitoring and tracking services including the Netstar Unit, Fleet Management Service, Bureau Service and Stolen Vehicle Recovery Service provided by Netstar under this Contract as stipulated in the Application Schedule;

1.1.16 "**Network Service Provider**" means the service provider which provides the Network;

1.1.17 "**Netstar Unit**" means the Netstar monitoring and tracking unit installed in the Vehicle, the Trunking Device and any additional piece of Netstar Unit supplied by Netstar for the purposes of providing the Netstar Service as specified in the Application Schedule;

1.1.18 "**Netstar User Manual**" means the user guide, training materials and related documents provided to the Subscriber, which states how the Netstar Service operates;

1.1.19 "**Network**" means the Global Systems for Mobile Communications (GSM) and the General Packet Radio Service (GPRS) Networks, which are wireless communications networks over which the Netstar Service is provided by Netstar;

1.1.20 "**Online Contract**" means, where applicable, this Contract concluded electronically via a weblink, between Netstar and the Subscriber for the provision of the Netstar Service to the Subscriber, subject to the terms and conditions of this Contract;

1.2.21 "**Parties**" means both the Subscriber and Netstar collectively and "**Party**" means either the Subscriber or Netstar;

1.1.22 "**Personal Information**" has the meaning set out in section 1 of POPIA and includes information relating to an identifiable, natural or juristic person, and for the purposes of this Contract may include Vehicle Data;

1.1.23 "**POPIA**" means the Protection of Personal Information Act, 4 of 2013;

1.1.24 "**Processing**" or "**Process**" has the meaning set out in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:

1.1.25.1 the collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation or use;

1.1.25.2 dissemination by means of transmission, distribution or making available in any other form; or

1.1.25.3 merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information,

1.1.26 "**SIM Card**" means the subscriber identity module card which is located in the Netstar Unit and which facilitates the Netstar Service over the Network;

1.1.27 "**Stolen Vehicle Recovery Services**" means the tracking and recovery of stolen or hijacked vehicles;

1.1.28 "**Subscriber**" means the Party to whom this Contract applies, whose details as stated in the Application Schedule;

1.1.29 "**Territory**" means all those countries in Southern Africa in which the Netstar Service is available as indicated in the Netstar User Manual;

1.1.30 "**Trunking Device**" means the radio enabling the Subscriber to communicate with any other person with a similar radio, provided by Netstar to the Subscriber at the Subscriber's election;

1.1.31 "**VAT**" means value added tax as levied from time to time in terms of the Value Added Tax Act, 89 of 1991;

1.1.32 "**Vehicle**" means the vehicle referred to in the Application Schedule or any addendum in respect of which the Netstar Service is provided;

1.1.33 "**Vehicle Data**" means where applicable information which is Processed during the course of providing the Netstar Service to the Subscriber, or information which is Processed as a result of the Subscriber using the Netstar Service or information which is Processed through the use, operation and functioning of the Netstar Unit or the Vehicle, including the information referred to in clause 13.11;

1.1.34 "**Voice-logged Contract**" means, where applicable, this Contract concluded telephonically, between Netstar and the Subscriber for the provision of the Netstar Service to the Subscriber, subject to the terms and conditions of this Contract.

1.2 The provisions of this Contract will take precedence over any conflicting provision found under the Netstar User Manual, Application Schedule or any other applicable document which may be provided to the Subscriber from time to time.

1.3 Words referring to the single form will include the plural form and vice versa and words referring to one gender will include the other gender.

1.4 Any reference to an actual person will include a body corporate, firm, association close corporation or company and vice versa.

2 AGREEMENT TO PROVIDE THE NETSTAR SERVICE

2.1 The Subscriber has agreed to contract with Netstar for the Netstar Service as stated in the Application Schedule and Netstar has agreed to provide the Netstar Service to the Subscriber on the terms set out in this Contract which will apply regardless of whether this Contract has been signed by the Subscriber.

2.2 Where the Subscriber has entered into a Voice-logged Contract or Online Contract, the Subscriber agrees that the terms of this Contract will apply in all respects to the Netstar Service which the Subscriber telephonically or electronically requested and which Netstar agreed to provide to the Subscriber.

3 DURATION OF THE CONTRACT

3.1 The duration of the Contract will be for the Initial Period, commencing on the Effective Date.

3.2 On expiry of the Initial Period, the Contract will continue on an indefinite basis, and either Party will have the right to terminate the Contract on 1 (one) calendar month's written notice to the other.

3.3 Where the Netstar Unit is purchased by the Subscriber, there will be no Initial Period applicable and either Party will have the right to terminate the Contract at any time upon 1 (one) calendar month's written notice to the other.

4 SUBSTITUTE VEHICLES AND ADDITIONAL VEHICLES

4.1 The Subscriber may at any time add on a vehicle or substitute another vehicle for the Vehicle in respect of which the Netstar Service is being provided or extend any aspect of the Netstar Service, in the manner directed by Netstar.

4.2 Where a Vehicle has been added or substituted for another Vehicle or the Netstar Service is extended, the Subscriber will be liable to Netstar for any additional fees relating to the Netstar Service, including the costs of removal and or installation of the Netstar Unit as the case may be and authorises Netstar to increase the amount of any debit order stated under the Application Schedule accordingly, which increase will be effective from the date activation of the additional Netstar Service or the date of installation of the Netstar Unit in the new or substituted Vehicle as applicable.

4.3 The terms set out in this Contract will apply in all respects to the Netstar Service in respect of any new or substituted Vehicle or the extension of the Netstar Service.

<p>5 THE NETSTAR SERVICE, NETSTAR UNIT AND WARRANTIES</p> <p>5.1 Netstar will provide the Subscriber with the Netstar Service for the duration of this Contract provided that the Subscriber complies with its obligations under this Contract.</p> <p>5.2 On conclusion of this Contract, the Subscriber will present the Vehicle for the installation of the Netstar Unit at a Netstar Fitment Centre as prearranged with Netstar.</p> <p>5.3 Netstar will only be obliged to provide the Netstar Service in respect of the Netstar Unit which has been provided and installed in the Vehicle by a Netstar Fitment Centre or by Netstar and in accordance with the package selected by the Subscriber.</p> <p>5.4 Even though this Contract will commence on the Effective Date, the Subscriber accepts that the Netstar Service cannot be provided by Netstar or used by the Subscriber unless the Netstar Unit is properly installed in the Vehicle, is programmed, enabled and is functioning according to Netstar's specification.</p> <p>5.5 If the Netstar Unit is purchased from Netstar, ownership and risk of any loss or damage will pass to the Subscriber on the Effective Date.</p> <p>5.6 If the Netstar Unit is rented from Netstar, ownership in the Netstar Unit will stay with Netstar but the risk of any loss or damage in and to the Netstar Unit will pass to the Subscriber on the Effective Date.</p> <p>5.7 The Netstar Unit and the installation of the Netstar Unit will carry a 36 (thirty six) month warranty, subject to fair wear and tear, which is expressly excluded from such warranty.</p> <p>5.8 Any repairs which are required in terms of the Netstar warranty will be carried out at a Netstar Fitment Centre at no cost to the Subscriber.</p> <p>5.9 The Subscriber agrees not to alter or modify the Netstar Unit under any circumstances. If altered, modified, misused or tampered with or if the damage to the Netstar Unit is due to water or collision damage, or any other cause beyond Netstar's control, then the warranty set out under clause 5.7 will not apply and Netstar will not have any obligation to repair or replace the Netstar Unit or provide the Netstar Service, or refund to the Subscriber any amounts claimed by the Subscriber, in respect of any warranty, damages or contractual claim.</p> <p>5.10 The Subscriber must ensure that the Netstar Unit is working properly and is free from any malfunction by testing the Netstar Unit as stated in clause 5.11 and in the Netstar User Manual.</p> <p>5.11 THE SUBSCRIBER MUST HAVE THE NETSTAR UNIT TESTED, AT LEAST EVERY 6 (SIX) MONTHS AND IF THE VEHICLE HAS BEEN INVOLVED IN AN ACCIDENT, HAS UNDERGONE REPAIRS OR A MECHANICAL SERVICE OR PANEL BEATING. Testing must be done by prior arrangement with Netstar or via any of the Netstar testing platforms as directed by Netstar from time to time and is at no cost to the Subscriber</p> <p>5.12 Netstar will be relieved of its obligation to provide the Netstar Service at any time that the Netstar Unit is not functioning properly.</p> <p>5.13 Where the Netstar Unit is not functioning properly, whether under warranty or not and the Subscriber has neglected to have the Netstar Unit tested on a regular basis as per its obligation under clauses 5.11 and 5.12 and or has not made any attempt to have Netstar Unit repaired by a Netstar Fitment Centre, the Subscriber will still be liable to pay the Netstar Service fee.</p> <p>5.14 The Subscriber will notify the Netstar Control Centre immediately should the Netstar Unit be accidentally activated. The Subscriber accepts responsibility for all the consequences of any accidental activation of the Netstar Unit, which, without limiting the consequences, could include a response by the police or response teams and a subsequent wrongful arrest of the Subscriber or any third party. THE SUBSCRIBER AGREES TO HOLD NETSTAR HARMLESS FROM AND INDEMNIFIES NETSTAR AGAINST ANY CLAIMS OR DAMAGES THAT MAY BE BROUGHT BY ANY PARTY AS A RESULT OF ANY ACCIDENTAL ACTIVATION OF THE NETSTAR UNIT.</p> <p>5.15 The Subscriber agrees to use the Netstar Unit and the Netstar Service strictly in accordance with the provisions set out under the Netstar User Manual and other literature provided by Netstar from time to time.</p> <p>5.16 In the event of loss, damage or theft of the Netstar Unit or SIM Card, the Subscriber shall report such loss, damage or theft:</p> <p>5.16.1 to Netstar within 48 hours of knowledge thereof; and</p> <p>5.16.2 to the police within a reasonable time of knowledge thereof.</p> <p>6 TRAINING</p> <p>6.1 The optimum use of the Netstar Unit and Netstar Service is dependent upon the proper operation of the Netstar Unit by the Subscriber in terms of the Netstar User Manual.</p> <p>6.2 The Subscriber may upon prior arrangement with Netstar receive dedicated Netstar training at no cost to the Subscriber.</p> <p>6.3 Training will be limited to a maximum number of 10 (ten) persons nominated by the Subscriber who will use and manage the Netstar Unit. Any additional training which may be required will be for the Subscriber's expense.</p> <p>7 UPGRADING OF NETSTAR UNIT</p> <p>7.1 Any developments, possible improvements or upgrades to the Netstar Unit will be made available to the Subscriber at an additional fee.</p> <p>7.2 Mapping upgrades will be made available to the Subscriber as and when they are released by Netstar at no extra cost.</p> <p>8 INSURANCE</p> <p>8.1 The Subscriber shall comprehensively insure the Netstar Unit with a registered insurer of the Subscriber's choice against risks of loss, damage or destruction, for the duration of this Contract.</p>	<p>8.2 If the Netstar Unit or any part thereof is lost, stolen or damaged, irrespective of the cause, the Subscriber shall notify Netstar and its insurer immediately in writing. The Subscriber will have no claim or defence against Netstar if all costs in respect of the repair or replacement of the Netstar Unit are not recovered in full or at all from the insurer.</p> <p>9 NETWORK SERVICE</p> <p>9.1 The Netstar Service is provided over the Network Service Provider's Network and the Subscriber shall pay a fixed charge as prescribed by the Network Service Provider from time to time in accordance with the tariff package selected by Netstar. The fixed charge shall be included in the Netstar Service fee.</p> <p>9.2 The Subscriber shall further bear all costs relating to the use of the SIM Card including the cost of voice calls, data messages and any other related expenses, notwithstanding that the SIM Card may, through no fault of the Subscriber, have been lost and fraudulently used by a third party.</p> <p>9.3 Netstar will include these costs in the Netstar Service fee and furnish the Subscriber with a VAT invoice on a monthly basis, setting out the amount due in respect of the Network charges. The Subscriber shall make payment to Netstar within 7 (seven) days of the date of the invoice.</p> <p>9.4 It is recorded that Netstar may at its sole discretion at any time elect to vary the Network Service Provider or use facilities other than the Network to provide the Netstar Service.</p> <p>9.5 During any period of suspension or disconnection, the Network Service Provider reserves the right to refuse to release the SIM Card to any other provider of equivalent services.</p> <p>10 NETSTAR SERVICE FEES</p> <p>10.1 The fees for the Netstar Service will include the following as applicable:</p> <p>10.1.1 where the Netstar Unit is purchased by the Subscriber, the once off purchase price for the Netstar Unit;</p> <p>10.1.2 where the Netstar Unit is rented by the Subscriber, the monthly rental fee in respect of the Netstar Unit;</p> <p>10.1.3 a once off installation fee, being the fees for installing the Netstar Unit in the Vehicle;</p> <p>10.1.4 the monthly Netstar Service fee where applicable;</p> <p>10.1.5 international roaming charges where applicable;</p> <p>10.1.6 the Network Service fee as prescribed by the Network Service Provider from time to time in accordance with the tariff package set out under the Application Schedule and which will include, costs of SMS messages, cost of voice calls, data messages and any other related expenses associated with the SIM Card subject to clause 10.3.</p> <p>10.1.7 where a Vehicle has been added on or substituted for the existing Vehicle, a fee for installation and or removal of the Netstar Unit as the case may be; and or</p> <p>10.1.8 any other fee agreed to by the Parties or due, owing and payable to Netstar by the Subscriber.</p> <p>10.2 All amounts due by the Subscriber in terms of this Contract will be set out in a monthly VAT invoice which will be provided to the Subscriber on a monthly basis.</p> <p>10.3 Where the Effective Date does not fall on the 1st (first) day of the month, the Subscriber will pay a pro-rata amount for the Netstar Service in respect of that month, calculated on a daily basis from the Effective Date and the Subscriber will not be billed for the period prior to the Effective Date.</p> <p>10.4 Notwithstanding anything to the contrary in this clause, the fees stated in clause 10.1 as applicable, for the first 2 (two) months of the Contract (pro rata where applicable) will be paid on the Effective Date.</p> <p>10.5 Should the Subscriber require an international roaming service, and the Netstar Service is provided to the Subscriber outside the borders of the Republic of South Africa but within the Territory, the Subscriber will be responsible for all and any charges which may be charged by the Network Service Provider, in respect of the international roaming service at standard rates, applicable from time to time.</p> <p>10.6 WHERE AN INTERNATIONAL ROAMING SERVICE IS ACTIVATED IN TERMS OF CLAUSE 10.5, THE SUBSCRIBER HOLDS NETSTAR HARMLESS FROM ANY LIABILITY FOR ANY COSTS AND CHARGES WHICH MAY BE INCURRED IN RESPECT OF THE INTERNATIONAL ROAMING SERVICE AND AGREES THAT IT WILL BE LIABLE FOR ANY CLAIM BROUGHT AGAINST NETSTAR BY THE NETWORK SERVICE PROVIDER, IN RESPECT OF SUCH FEES.</p> <p>10.7 International roaming charges will be billed in arrears and the Subscriber acknowledges and accepts that Netstar is dependent on the Network Service Provider for the billing information and that billing may therefore be delayed due to delays by the Network Service Provider, beyond the control of Netstar.</p> <p>10.8 Subject to clause 10.7, all fees will be paid by way of debit order in favour of Netstar or in any other manner approved by Netstar, monthly in advance on or before the 7th (seventh) day of each calendar month or such date as specified in the debit order authorisation contained in the Application Schedule.</p> <p>10.9 Should any debit order be returned unpaid or dishonoured for any reason, the Subscriber authorises Netstar to submit additional debit orders as may be necessary for the full outstanding balance including any arrear amounts.</p> <p>10.10 Netstar will have the right to increase the Netstar Service fee on an annual basis, provided that such increase is reasonable and that it provides the</p>
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- Subscriber with at least 1 (one) month's prior written notice of such increase.
- 10.11 If, as a result of a signal from the Netstar Unit, or at the Subscriber's request, or the request of any authorised representative of the Subscriber or any authorised user of the Vehicle, Netstar or any of its subcontractors renders any service not required in terms of this Contract, then in such an event, the Subscriber agrees that it will pay to Netstar an amount determined in accordance with Netstar's standard rates and or charges applicable from time to time, for any such service rendered.
- 10.12 The Subscriber will not be allowed to withhold payment of any fees or other amounts due to Netstar where the Netstar Service or the Netstar Unit is malfunctioning, is damaged or cannot be operated. Where this is the case, the Subscriber must immediately report any malfunction or damage to Netstar and without delay, make the necessary arrangements with Netstar for the Vehicle to be booked into and repaired by a Netstar Fitment Centre for inspection and repair.
- 10.13 If the Subscriber fails to pay Netstar any fee or charge which has become due, Netstar will have the right to suspend the Netstar Service and will give the Subscriber 7 (seven) Business Days to make payment of all such outstanding amounts. Should Netstar not receive payment as requested in the notice, Netstar will have the right to terminate this Contract immediately without further notice and hand the outstanding account to an attorney or debt collector for further recovery.
- 10.14 During any period of suspension or disconnection, Netstar reserves the right to refuse to release the SIM Card to the Subscriber or to any other service provider of similar services.
- 10.15 A certificate signed by any director or manager for the time being of Netstar in respect of any indebtedness of the Subscriber to Netstar under this Contract or otherwise or, in respect of any other fact, shall be prima facie evidence of the Subscriber's indebtedness to Netstar and/or such other fact. It shall not be necessary to prove the appointment of the person signing any such certificate.
- 11 FURNISHING INFORMATION AND NOTICES**
- 11.1 The Subscriber confirms that all information which it has provided to Netstar under the Contract is true and accurate and can be relied on by Netstar.
- 11.2 In the event of an emergency, the Subscriber agrees that it or its Emergency Contacts may be contacted.
- 11.3 If there is any change to the information set out under the Contract, the Subscriber will notify Netstar immediately in writing of the change. Where the Subscriber fails to give Netstar written notice of any changes then the Subscriber agrees to hold Netstar harmless should Netstar rely or act upon the former and out dated information.
- 11.4 Where Netstar is required to notify the Subscriber or its Emergency Contact of any fact, notice and document relating to or in connection with this Contract, Netstar will communicate such message or notice using any form of electronic communication of its choice, including communication sent by SMS, email or phone as Netstar deems appropriate and the Subscriber agrees that communication can be given in such a manner.
- 11.5 Where Netstar cannot reach the Subscriber or its Emergency Contact, Netstar will be excused and legally relieved of the duty to provide such notice.
- 11.6 Where legal notice is to be served, in terms of the Contract on the Subscriber, the Subscriber chooses its address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at its physical address as set forth in the Application Schedule.
- 11.7 Where legal notice is to be served, in terms of the Contract on Netstar, Netstar chooses its respective address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at the following physical address: Central Park Offices, Block O, 16th Road, Randjespark, Extension 5, Midrand.
- 11.8 Either Party may change its address, by written notice to the other Party provided that any new address selected by it will be a physical address, and such changes will only be effective upon receipt of notice in writing by the other Party.
- 11.9 The Subscriber acknowledges that Netstar is obligated to ascertain the Subscriber's credit worthiness as per the provisions of the National Credit Act, 34 of 2005. The Subscriber expressly gives Netstar permission to:
- 11.9.1 access from any duly registered credit bureau, the Subscriber's personal information concerning financial risk and payment habits ("payment profile") to process the Subscriber's application for the Netstar Service; and
- 11.9.1 share or disclose information about the Subscriber's payment profile to credit bureau.
- 11.10 The Subscriber acknowledges that it is under a duty to provide Netstar with certain mandatory information in accordance with the Regulation of Interception of Communications and Provision of Communication Related Information Act, 48 of 2008 (as amended) ("RICA") and undertakes to cooperate with Netstar prior to the Effective Date, in respect of the provision of all the required documentation and information, FAILING WHICH IT WILL HOLD NETSTAR HARMLESS AGAINST ANY LOSS OR DAMAGE RESULTING FROM SUCH FAILURE.
- 11.11 Where Netstar is required to notify the Subscriber or its Emergency Contact of any fact pursuant to this Contract, such notice shall be effected by telephone to the Subscriber or its Emergency Contact, as the case may be, at such telephone number as notified in writing by the Subscriber to Netstar from time to time. Where Netstar cannot reach the Subscriber or its Emergency Contact at the given telephone number, Netstar shall be relieved of the duty to provide any such notice.
- 11.12 Where the Subscriber has authorised a third party which is also a business partner of Netstar such as the Subscriber's insurance company, emergency response company or any other third party to receive Vehicle Data from Netstar, then to the extent of such authorisation, THE SUBSCRIBER EXPRESSLY CONSENTS TO NETSTAR PROVIDING THE VEHICLE DATA TO SUCH PARTY AND WILL HOLD NETSTAR HARMLESS FROM ANY LOSS OR DAMAGE RESULTING FROM SUCH DISCLOSURE.
- 11.13 Where the Netstar Service is provided over the GSM Network, the Subscriber acknowledges that it is under a duty to provide Netstar with certain mandatory information in accordance with the Regulation of Interception of Communications and Provision of Communication Related Information Act, 48 of 2008 (as amended) ("RICA") and undertakes to cooperate with Netstar prior to the activation of the Netstar Service, in respect of the provision of all the required documentation and information, FAILING WHICH IT WILL HOLD NETSTAR HARMLESS AGAINST ANY LOSS OR DAMAGE RESULTING FROM SUCH FAILURE.
- 11.14 THE SUBSCRIBER REPRESENTS AND UNDERTAKES IN RELATION TO ANY DATA SUBJECT, INCLUDING BUT NOT LIMITED TO ANY OF THE SUBSCRIBER'S EMPLOYEES, DESIGNATED DRIVERS, EMERGENCY CONTACT PERSONS, DIRECTORS, OFFICERS, SHAREHOLDERS, OR CUSTOMERS, THAT THE SUBSCRIBER HAS COMPLIED WITH, AND WILL CONTINUE TO COMPLY WITH, ANY AND ALL RELEVANT DATA PROTECTION LAWS SUCH AS POPIA. THE SUBSCRIBER UNDERSTANDS THAT SUCH COMPLIANCE WILL INCLUDE BUT NOT BE LIMITED TO OBTAINING CONSENT TO THE EXTENT NECESSARY, IN THE EVENT THAT THE SUBSCRIBER SHARES PERSONAL INFORMATION THAT THE SUBSCRIBER HOLDS IN RESPECT OF SUCH DATA SUBJECT WITH NETSTAR FOR THE PURPOSES OF THIS CONTRACT.
- 11.15 Where an insurance company or employer pays the Netstar Service fees to Netstar on behalf of the Subscriber, the Subscriber authorises Netstar in the event of cancellation of the insurance policy, termination of employment or default of payment, to debit the Subscriber's bank account directly with the monthly Netstar Service fees at the applicable retail rate.
- 12 EXCLUSION OF LIABILITY**
- 12.1 The Subscriber accepts that the Netstar Service is intended to reduce the risk of loss but not eliminate such loss.
- 12.2 EXCEPT WHERE PROHIBITED BY LAW, THE SUBSCRIBER AGREES TO HOLD NETSTAR HARMLESS FOR ANY LOSS OR DAMAGE CAUSED TO THE SUBSCRIBER ARISING FROM THE NETSTAR SERVICE, AND OR NETSTAR NOT BEING ABLE TO PERFORM THE NETSTAR SERVICE FOR ANY REASON, INCLUDING NETSTAR'S NEGLIGENCE, OR DUE TO ANY MALFUNCTION OF THE NETSTAR UNIT AND OR THE NETWORK.
- 13 DATA PROTECTION AND PRIVACY**
- 13.1 In order for Netstar to provide the Netstar Service the Subscriber understands and agrees that Netstar requires information including but not limited to Personal Information to enable Netstar to fulfil its obligations in terms of this Contract. The Subscriber undertakes to provide such information to Netstar as and when required in relation to the Netstar Services.
- 13.2 Netstar will collect the following categories of Personal Information from the Subscriber:
- 13.2.1 company name;
- 13.2.2 contact number;
- 13.2.3 email address;
- 13.2.4 physical address;
- 13.2.5 postal address;
- 13.2.6 registration number;
- 13.2.7 banking details;
- 13.2.8 vehicle registration number;
- 13.2.9 make and model of vehicle;
- 13.2.10 location information; and
- 13.2.11 Vehicle Data.
- 13.3 Netstar will collect Personal Information directly from the Subscriber and third parties, such as, including but not limited to, brokers, insurance companies, credit bureaus, dealerships and business partners.
- 13.4 Netstar will exercise all reasonable measures to process the Subscriber's Personal Information in terms of the Netstar Privacy Policy, POPIA and the provisions of this clause.
- 13.5 By entering into this Contract, the Subscriber confirms, acknowledges and agrees, with express consent, that Netstar may collect Process and or store the Personal Information contained in the Contract, or any transaction under it, or any entry, account or other information held by Netstar in relation to this Contract (which may include the Subscriber's Personal Information and/or Personal Information of the Subscriber's Emergency Contact as well as De-identified Data) for the purposes of:
- 13.5.1 sharing certain of the Subscriber's Personal Information (and non-personal information such as make and model of the Vehicle, frequently travelled

- areas, traffic information, theft and hi-jacking statistics) including Vehicle Data with Netstar's business partners, service providers and or sub-contractors for purposes of providing the Netstar Services to the Subscriber;
- 13.5.2 concluding, implementing and monitoring the operation of this Contract;
- 13.5.3 to banks for purposes of effecting the deduction and payment of amounts due to Netstar and all ancillary actions related to such deduction and payment;
- 13.5.4 assessing financial risks;
- 13.5.5 fraud prevention and preventing and detecting crime;
- 13.5.6 providing the Subscriber, any combination of services, analysis, advice or intermediary service linked to the Contract or the Subscriber's relationship with Netstar as a client;
- 13.5.7 SMS and other electronic forms of direct marketing for Netstar products and services as well as products and services of third parties affiliated with Netstar (unless the Subscriber has requested not to receive such information);
- 13.5.8 carrying out statistical and other analyses to identify potential markets and trends;
- 13.5.9 developing new products and services and enhancing and developing Netstar's existing products and services;
- 13.5.10 training of Netstar employees;
- 13.5.11 inclusion in data lists which may be used by third parties to improve and enhance Netstar's products and service and offerings to the Subscriber;
- 13.5.12 assessing the Subscriber's insurance needs;
- 13.5.13 referring it to a credit reference agency or credit bureau (which may make records of searches and enquiries which may be used by others for lending, credit or purchasing decisions about the Subscriber or any individual);
- 13.5.14 any person, subsidiary, holding company or associated company or other company who is engaged in Netstar's business or who is acting on Netstar's behalf; and
- 13.5.15 disclosing of Personal Information required or permitted by Law.
- 13.6 THE SUBSCRIBER HEREBY EXPRESSLY CONSENTS TO NETSTAR:
- 13.6.1 DISCLOSING ITS PERSONAL INFORMATION, TO ANY PERSON, SUBSIDIARY, HOLDING COMPANY OR ASSOCIATED COMPANY OR OTHER COMPANY WHO IS ENGAGED IN NETSTAR'S BUSINESS OR WHO IS ACTING ON NETSTAR'S BEHALF FOR THE ABOVE PURPOSES.
- 13.6.2 DISCLOSING THE SUBSCRIBER'S PERSONAL INFORMATION TO ANY PERSON WHO PROVIDES SERVICES TO NETSTAR OR ACTS AS NETSTAR'S AGENT OR TO WHOM NETSTAR HAS TRANSFERRED OR PROPOSE TO TRANSFER ANY OF NETSTAR'S RIGHTS AND DUTIES IN RESPECT OF THIS CONTACT, LOCALLY AND OUTSIDE THE REPUBLIC OF SOUTH AFRICA WHEN INTERNATIONAL ROAMING IS ACTIVATED, AS NECESSARY. NETSTAR REQUESTS PERSONS WHO PROVIDE SERVICES TO NETSTAR TO AGREE TO THE NETSTAR PRIVACY POLICIES IF THEY NEED ACCESS TO ANY PERSONAL INFORMATION TO CARRY OUT THEIR SERVICES.
- 13.7 THE SUBSCRIBER ACKNOWLEDGES THAT:
- 13.7.1 NETSTAR WILL AT ALL TIMES REMAIN RESPONSIBLE FOR DETERMINING THE PURPOSE OF AND MEANS FOR PROCESSING THE SUBSCRIBER'S PERSONAL INFORMATION IN TERMS OF AND SUBJECT TO THIS CLAUSE 13;
- 13.7.2 NETSTAR IS REQUIRED BY VARIOUS LAWS, TO COLLECT AND DISCLOSE SOME OF THE SUBSCRIBER'S PERSONAL INFORMATION;
- 13.7.3 WITHOUT THIS PERSONAL INFORMATION NETSTAR WILL BE UNABLE TO CONCLUDE AND OPERATE THIS CONTRACT; AND
- 13.7.4 THE SUBSCRIBER IS PROVIDING NETSTAR WITH ITS PERSONAL INFORMATION VOLUNTARILY.
- 13.8 The Subscriber expressly consents thereto that Netstar may transfer the details of this Contract, to computer system operators in countries outside of South Africa, which have data protection laws equivalent or greater than those in South Africa.
- 13.9 The Subscriber consents to and acknowledges that Netstar may monitor and/or record telephone calls with the Subscriber for quality, security and training purposes.
- 13.10 The Subscriber waives any right, title or interest in and to the De-identified Data and expressly agrees that Netstar may process the De-identified Data in any manner whatsoever which may include commercial gain.
- 13.11 The Subscriber acknowledges and agrees that Netstar will Process Vehicle Data for the purpose of providing the Netstar Services. The Vehicle Data may include, without limitation, information relating to:
- 13.11.1 the Vehicle and the details of the driver of the Vehicle;
- 13.11.2 the location of the Vehicle at any given time;
- 13.11.3 the manner in which the Vehicle is used;
- 13.11.4 the driving patterns and driving behaviour of the driver of the Vehicle; and
- 13.11.5 information derived from the Netstar Unit in the Vehicle.
- 13.12 Netstar will use reasonable endeavours to ensure that the Subscriber's Personal Information as provided is accurate, however, it is the Subscriber's responsibility to ensure that the information provided is accurate. The Subscriber undertakes to immediately advise Netstar of any changes to the Subscriber's Personal Information should any of these details change. Netstar will not be responsible for any loss or damage, howsoever caused,
- 13.13 The Subscriber has the right to lodge a complaint with the Information Regulator, under POPIA. The contact details of the Information Regulator are available on the following website: <https://www.justice.gov.za/inforeg/>.
- 14 ACCESS TO DATA**
- 14.1 The Subscriber acknowledges that Netstar will have access to and Process Personal Information for the duration of the Contract in accordance with clause 13 for the provision of the Netstar Service to the Subscriber. The Netstar Service, including the provision of the Vehicle Data to the Subscriber shall terminate upon termination of the Contract.
- 14.2 Netstar will delete the Personal Information within a reasonable period of time following termination of the Contract except where required retention of the Personal Information is required by law in which case Netstar will retain such Personal Information in accordance with applicable legislation.
- 15 FORCE MAJEURE**
- If Netstar is prevented or restricted in any way from carrying out all or any of its obligations under this Contract by reason of force majeure (an event or circumstance beyond the control of the Parties, such as a war, strike, riot, crime, or an "act of God" such as flooding or an earthquake which prevents one or both Parties from performing their obligations under the Contract), then Netstar will be relieved of its obligations to provide the Netstar Service during such period of force majeure, and Netstar will not be liable for any loss, damage, action or claim which may be brought by the Subscriber or by any other Party in consequence of such delay or inability to perform.
- 16 BREACH AND CONSEQUENCES**
- 16.1 If the Subscriber:
- 16.1.1 fails to pay any amount under this Contract on due date; or
- 16.1.2 fails to carry out or perform any of its contractual obligations or breaches any term or condition of this Contract; or
- 16.1.3 in Netstar's reasonable opinion raises false alarms or abuses the Netstar Service, then Netstar may immediately suspend the Netstar Service and provide the Subscriber with a written notice requiring it to rectify the breach within 7 (seven) Business Days of the date of such notice failing which Netstar will have the right to immediately terminate the Contract, without further notice to the Subscriber.
- 16.2 Termination of the Contract by either Party for any reason will be without prejudice to any rights which Netstar may then have in law, including:
- 16.2.1 the right to claim from the Subscriber an early termination fee reasonably calculated by Netstar, where the Contract is terminated within the Initial Period;
- 16.2.2 the right to immediately remove and recover ownership and possession of the Netstar Unit from the Vehicle, at the Subscriber's risk and expense where the Contract is terminated within the Initial Period;
- 16.2.3 the right to demand from the Subscriber, all amounts payable, by the Subscriber to Netstar under the Contract; or
- 16.2.4 the right to claim any other damages from the Subscriber, which it may have incurred in law in consequence of the Subscriber's breach.
- 16.3 Upon termination of this Contract for any reason all amount payable by the Subscriber to Netstar will become due and payable and where the Contract is terminated prior to the expiry of the Initial Period the Subscriber will also be liable to pay an early termination fee as set out in clause 16.2.1.
- 16.4 Where Netstar has to remove the Netstar Unit in terms of this clause 16, the Subscriber will do all things reasonably necessary to enable Netstar's authorised representative to remove the Netstar Unit from the Vehicle.
- 16.5 Where Netstar has to use the services of a debt collector or attorney to successfully enforce any provisions of the Contract, then the Subscriber will bear the costs incurred by Netstar, including legal fees, on an attorney and client basis.
- 17 GENERAL**
- 17.1 This Contract will be interpreted in accordance with the laws of the Republic of South Africa.
- 17.2 Should any clause of this Contract be declared to be unlawful, such clause will be deleted from the Contract and the remaining parts of the Contract will continue to operate.
- 17.3 This Contract sets out the entire agreement and understanding between the Parties and supersedes all prior Contracts, in connection with the subject matter of this Contract.
- 17.4 No change or cancellation of this Contract will be of any force or effect unless such change or cancellation is agreed in writing and signed by both Parties.
- 17.5 Where one of the Parties does not act on a breach of the Contract by the other Party, failure to act will not result in that Party giving up its rights to act upon that breach or another breach, at a later stage.
- 17.6 The Subscriber will not be able to transfer, cede, delegate or assign its rights or obligations in terms of this Contract to another person without the prior written consent of Netstar, which consent shall not be unreasonably withheld.
- 17.7 Netstar will be entitled to transfer, cede, delegate or assign its rights or obligations under this Contract provided that the Subscriber's rights in terms of this Contract remain unaffected.

I/We the undersigned duly authorised hereto, having read and understood the terms and conditions, agree to abide by and be bound by the terms and conditions.

SIGNED for and on behalf of the Subscriber at _____ on the
_____ day of _____ 20 _____

Duly Authorised Signature

Full Names in Print

Capacity