

Star Trac: Standard Terms

1 Definitions

The following expressions shall have the following meanings –

1.1 Star Trac/us/we

Star Trac, registration no

1.2 Network

Means the communications network supplier chosen by Star Trac

1.3 Price Plan

Means the plan selected by you

1.3.1 Price Plan A Requires you

- To pay for the tracking unit and its installation on the date of installation, plus
- Pay the monthly subscription fee and any escalation

1.4 You

The subscriber

2 Commencement and Duration

2.1 The service shall start once the tracking unit supplied by Star Trac has been installed in your vehicle and shall continue until terminated.

3 Your responsibilities

You must:

- 3.1 Notify Star Trac as soon as possible after the theft of your vehicle;
- 3.2 Make every effort to avoid the report of a theft which has not occurred – a false alarm;
- 3.3 Ensure the tracking unit is working and you should test the tracking unit at least every thirty days;
- 3.4 Ensure all information about you and your vehicle is accurate this is vital to the successful recovery of your vehicle. You must immediately notify Star Trac of any changes in your details;
- 3.5 Arrange for the replacement of the backup battery as and when required, which is typically every 18 months;
- 3.6 Pay Star Trac all monies due. The subscription fee is due monthly in for advance, on or before the first day of each month via debit order;
- 3.7 Not modify or tamper with the tracking unit and only use the service its intended purpose;
- 3.8 Indemnify Star Trac and its agents against any claim of whatever nature arising out of this agreement;
- 3.9 Agree that the Network is not a party to the contract and as such the Network shall not be liable to you for any loss or damage of whatsoever nature.
- 3.10 Agree that the services offered by Star Trac do not guarantee your safety and Star Trac and its sub-contractors shall not be liable to you for any injury, loss or damage of whatsoever nature.

The Service

- 4.1 The Star Trac service is to track and, if required, recover your vehicle when stolen.
- 4.2 If you or a third party reports the theft of your vehicle to us, we will endeavour to locate and recover your vehicle.
- 4.3 We do not warrant that we will be able to locate your vehicle.
- 4.4 Our service is only available within the area covered by the Network within the Republic of South Africa.
- 4.5 You agree that Star Trac may recover the vehicle and Star Trac shall not be liable for any damage to the vehicle.
- 4.6 Upon recovery, Star Trac will act to secure the vehicle and then make it available to be claimed by the Subscriber. However if required by the South African Police Service or any other authority, Star Trac will hand the vehicle over to such authority.
- 4.7 Star Trac shall not supply any service or replace any tracking unit, if you are in default of any of your obligations.
- 4.8 The Star Trac services depend on the quality and availability of the Network services and on global positioning information, which may be affected by factors beyond our control.
- 4.9 Star Trac services, including the optional accident response service, (crash alert) are subject to limitations. Potential limitations include, but are not confined to, failure to function due to physical damage and those limitations mentioned in clauses 4.3, 4.4 and 4.8 above.

5 Costs

5.1 Subscription Fees

- 5.2 Star Trac shall charge a monthly fee for the services we provide and we shall be entitled to increase this fee annually on each anniversary of the installation date.
- 5.3 Escalations will not exceed 8% or the increase in the consumer price index, whichever is the greater.
- 5.4 We will give you 30 days written notice of any escalation which exceeds 8%.

5.5 Possible additional costs

- 5.6 Should a false alarm be raised, then you will be liable for all costs incurred in reacting to the false alarm. These costs are typically about R5 000 per incident.
- 5.7 Star Trac may charge you a nominal fee for testing more frequently than once a week.

5.8 If Star Trac provides services, in spite of your failure to pay monies owing to Star Trac, you shall be liable for the cost of providing the service. Should the services provided result in the recovery of your vehicle. Star Trac shall be entitled to retain your vehicle until you have met all your outstanding obligations.

5.9 You may not withhold payment of any amount due. Any amounts not paid when due shall bear interest at the maximum rate permitted by law, from the due date until paid.

5.10 If within the minimum term of your chosen price plan this contract is terminated, then Star Trac shall be entitled to claim from you the total of all the monthly charges that would over time have been payable by you.

6 Termination

6.1 You may terminate this agreement by giving Star Trac one calendar month's written notice. However;

6.1.1 You may not give notice within 12 months of the initial installation;

6.2 We may terminate without notice should you be in breach.

6.3 We may terminate on not less than one calendar month's written notice after completion of the minimum period of your chosen price plan.

7 Warranty of Tracking Unit

7.1 If a tracking unit is faulty during the first 12 months after the initial installation, Star Trac will either repair or replace the defective tracking unit free of charge. This warranty does not cover damage caused by water, theft, attempted theft, tampering or your negligence and excludes all consumables such as the backup battery.

7.2 By co-signing this contract, the fitment centre, which acts independently and is not an agent of Star Trac, warrants that it installed the tracking unit professionally and in accordance with Star Trac standards. If the installation of the tracking unit is defective, your remedy lies against the fitment centre.

8 Limitation of Liability

8.1 Star Trac, its agents and the Network shall not be liable to you or any third party for any loss of any nature. If, however, such loss was deliberately caused by Star Trac, Star Trac shall bear the cost of your direct loss but Star Trac shall in no circumstances be responsible for any consequential loss suffered by you or any third party.

9 Suspension

9.1 Star Trac shall be entitled to suspend the service if;

9.1.2 the Network is no longer available; and/or

9.1.3 following an event beyond our control; and/or

9.1.4 you are in breach of your obligations

10 Breach

10.1 If you –
Fail to pay any amount by the due date; and/or
Abuse the Star Trac service, and/or
Default on any of your obligations,
10.2 then Star Trac shall be entitled, without prejudice to Star Trac right to claim damages, to either:
Cancel this contract and recover from you the balance of the subscription charges that you would have paid for the remaining months of the service period.

11 Information Consent

11.1 You authorise us to use your personal information to:
11.1.1 provide emergency services to you;
11.1.2 enable us to perform the services using the information that is reasonably required;
11.1.3 assess your application for credit;
11.1.4 record details about your conduct with credit bureaux;
11.1.5 protect our interests.

12 General

12.1 This contract reflects the full agreement between us, and any charges or cancellation must be in writing and signed. No indulgences given shall constitute a waiver of any rights.

12.2 If any part of the contract is invalid, the balance shall remain enforceable unless the main purpose of this agreement is materially impaired.

12.3 The contract shall be governed by the laws of the Republic of South Africa.

12.4 You agree to the jurisdiction of the Magistrate's Courts for any actions we may institute against you. However we retain the right to institute any such actions in any division of the High Court of South Africa which has jurisdiction.

12.5 You warrant that you have legal capacity and authority to conclude this contract.

12.6 Star Trac shall be entitled to cede all or any of its rights and/or obligations in terms of the contract without your consent.

12.7 If you wish to cede any of your rights and/or obligations you must obtain Star Trac's prior written consent which Star Trac may not withhold without reasonable cause.

12.8 Your address for all purposes relating to this contract is the physical address and facsimile number you have given. Star Trac's address is the following –

12.9 Addresses may be changed by giving the other party written notice of the new physical address or facsimile number both of which must be within the Republic of South Africa

12.10 All notices must be in writing and notices to Star Trac should be marked for the attention of the Customer Care Manager.