

CARTRACK WEBSITE TERMS AND CONDITIONS

All references to “the Company“, “we“, “us” and “our” in these terms and conditions are deemed to refer to Cartrack (Pty) Ltd and its subsidiaries, holding companies and affiliates.

All references to “you” and “your” are deemed to refer to any user and/or visitor of www.cartrack.co.za (“Website“).

1. ACCEPTANCE OF TERMS

The Company permits the use of this Website subject to the Terms and Conditions (“Terms and Conditions “). By using this Website in any way, you shall be deemed to have accepted all the Terms and Conditions unconditionally. You must not use this Website if you do not agree to the Terms and Conditions.

USE OF THE WEBSITE

You may only use the Website if you are 18 years of age or older. If you are under 18, you may use the Website only with the consent and involvement of your parent or legal guardian.

You agree that you will not use any device, software or other instrument to interfere or attempt to interfere with the functioning of this Website. In addition, you agree that you will not use any robot, spider or any other automatic device or manual process to monitor, copy, distribute or modify the Website or the information contained herein, without the prior written consent from an authorised Company representative (such consent is deemed given for standard search engine technology employed by internet search websites to direct internet users to this Website).

You may not use the Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

You may not display, publish, copy, print, post or otherwise use the Website and/or the information contained therein for the benefit of any other website without the express prior written consent of an authorised Company representative.

OWNERSHIP AND COPYRIGHT

The contents of this Website, including any information, software, icons, text, graphics, layouts, images, sound clips, trade names, logos, trademarks and service marks are protected by law, including, but not limited to, copyright and trade mark law, and are owned by or licensed to the Company.

No licence to or right in any of such contents is granted to or conferred upon you. Any unauthorised use, distribution or reproduction of the said contents is prohibited.

DISCLAIMER

While the Company takes reasonable measures to ensure that the contents of this Website are accurate and complete, the Company makes no representations or warranties, whether express or implied, as to the quality, timeliness, operation, integrity, availability or functionality of this Website or as to the accuracy, completeness or reliability of any information on this Website.

All information provided on this website is provided “as is” without a warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, completeness, or non-infringement, as may be allowed in law.

The Company does not accept any responsibility for any errors or omissions on this Website.

In addition to the disclaimers contained elsewhere in these Terms and Conditions, the Company also makes no warranty or representation, whether express or implied, that the information or files available on this Website are free of viruses, spyware, malware, trojans, destructive materials or any other data

or code which is able to corrupt, destroy, compromise or jeopardise the operation, stability, security functionality or content of your computer system, computer network, hardware or software in any way.

LINKED THIRD PARTY WEBSITES

This Website may contain links or references to other websites (“Third-party Websites“) outside of our control, including those of advertisers. These Terms and Conditions do not apply to those Third-party Websites and the Company is not responsible for the practices and/or privacy policies of those Third-party Websites or the cookies that those sites may use.

Notwithstanding the fact that this website may refer to or provide links to third party websites, your use of such Third-party Websites is entirely at your own risk and we are not responsible for any loss, expense, claim or damage, whether direct, indirect or consequential, arising from your use of such Third-party Websites or your reliance on any information contained therein.

PRIVACY POLICY

We respect your privacy. Should you decide to make use of our Website, the only personal information that we will require of you is the following – your name and surname, your email address and your physical address.

It is your responsibility to update any of your personal information that you provide to us as soon as it is no longer accurate and complete.

This Website makes use of “cookies” to automatically collect information and data through the standard operation of the internet servers. Cookies are small text files that allows a website to recognise repeat users and facilitate the user’s ongoing access to and use of that website. Cookies also allow a website to track usage behaviour and compile aggregate data that will allow the website operator to improve the functionality of the website and its content.

The type of information collected by cookies is not used to personally identify you. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature. However, please note that cookies may be necessary to provide you with certain features available on our Website, and thus, if you disable the cookies on your browser, you may not be able to use those features and your access to our Website will be limited.

You may choose to provide additional personal information to us. In this event, you agree to provide accurate and current information, to not impersonate or misrepresent any person or entity and to not falsely state or otherwise misrepresent your affiliation with anyone or anything.

The purposes for which we will use your personal information are as follows: to contact you regarding current or new products or services, to inform you about new features, special offers and promotional competitions (provided you have consented to receiving such marketing material), and to improve your experience on our Website by, inter alia, monitoring statistical non-personal browsing habits.

The Company will not use your personal information for any purpose (other than as stated above) without your express consent. We will not use or disclose your personal information to third parties without your consent, unless the use or disclosure is –

- required in order to comply with applicable law, an order of court or a legal process served on the Company; and/or
- disclosure is necessary to protect and defend the rights or property of the Company

We will be entitled to disclose your personal information to those of our employees and/or third-party service providers who assist us to interact with you via our Website or email; these persons need to know your personal information in order to assist us to communicate with you properly and efficiently. We will ensure that all such employees and/or third-party service providers that have access to your personal information are bound by appropriate and legally binding confidentiality and non-use obligations in relation to your personal information. We will –

- treat your personal information as strictly confidential
- take appropriate technical and organisational measures to ensure that your personal information is kept secure and is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access
- promptly notify you if we become aware of any unauthorised use, disclosure or processing of your personal information
- provide you with reasonable evidence of our compliance with our obligations under this policy on reasonable notice and request; and
- upon your request, promptly return or destroy any and all of your personal information in our possession or control

We will not retain your personal information longer than the period for which it was originally needed, unless we are required by law to do so, or you consent to us retaining such information for a longer period.

If you disclose your personal information to a third party, such as an entity which operates a website linked to this Website or anyone other than the Company, the Company shall not be liable for any loss or damage, howsoever arising, suffered by you as a result of the disclosure of such information to the third party. This is because we do not regulate or control how that third party uses your personal information –you should always ensure that you read the privacy policy of any third party.

LIMITATION OF LIABILITY

The company shall not be liable for any direct, indirect, incidental, special or consequential injury, loss or damages which might arise from your use of, or reliance upon, any material or content contained in, or inability to use, and/or unlawful activity on, the website and/or any linked third-party website.

You hereby indemnify the company against any loss, claim or damage which may be suffered by yourself or any third party arising in any way from your use of this website and/or any linked third-party website.

CHANGES TO THESE TERMS AND CONDITIONS

The Company reserves the right to update and/or amend the Terms and Conditions from time to time and without any notice, and you are accordingly encouraged to check the Website regularly. Any such change will only apply to your use of this Website after the change is displayed on this Website. If you use this Website after such updated or amended Terms and Conditions have been displayed on this Website, you will be deemed to have accepted such updates or amendments.

AVAILABILITY AND TERMINATION

We will use reasonable endeavours to maintain the availability of the Website, except during scheduled maintenance periods, and reserve the right to discontinue providing the Website or any part thereof with or without notice to you.

The Company may in its sole discretion terminate, suspend and modify this Website, with or without notice to you. You agree that the Company will not be liable to you in the event that it chooses to suspend, modify or terminate this Website.

GOVERNING LAW

These Terms and Conditions shall be governed and interpreted in accordance with the laws of the Republic of South Africa. Your continued use of the Website will constitute your consent and submission to the jurisdiction of the South African courts regarding all proceedings, transactions, applications or the like instituted by either party against the other, arising from any of these Terms and Conditions.