

## 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 which sets out the identity of the Subscriber, details of the Netstar Service which will be provided by Netstar, the identity of the Vehicle for which the Netstar Service will be provided and the fees payable for the Netstar Service;

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

1.1.3 **"Contract"** means this agreement, the Application Schedule, the Netstar User Manual, and related literature and where applicable, the Contract Addendum;

1.1.4 **"Contract Addendum"** means the written amendment to the Contract to be completed by an Existing Subscriber in order to receive the Netstar Service for a substitute or additional vehicle or additional Netstar Service for the Vehicle, or the removal or installation of the Netstar Unit, as the case may be, and which will form part of the Contract from date of signature of the Contract Addendum;

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 when the Netstar Unit is installed 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 in relation to the Agreement, whose details are set out under the Application Schedule;

1.1.8 **"Existing Subscriber"** means a Subscriber who is already receiving the Netstar Service in terms of an existing Contract with Netstar and who has requested Netstar to move the Netstar Unit from the Vehicle to another Vehicle or who has requested that additional Vehicles are included under the Contract as per the Contract Addendum;

1.1.9 **"GSM Network"** means the Global Systems for Mobile Communications Network, which is a wireless communications network over which the Netstar Service is provided by Netstar, where applicable;

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 Netstar centre where signals from the Netstar Unit can be monitored and acted upon by Netstar;

1.1.13 **"Netstar Fitment Centre"** means an independent entity that has been authorised and approved by Netstar to install the Netstar Unit on Netstar's behalf into the Vehicle in terms of the Application Schedule;

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 the Netstar Unit and various services provided by Netstar in terms of the Contract which includes the response, tracking and an attempt to recover any reported or suspected stolen or hijacked Vehicle;

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

1.1.17 **"Netstar Unit"** means the Netstar tracking device, and SIM card (if any) installed in the Vehicle used to provide the Netstar Service and which is sold or rented to the Subscriber under this Contract;

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

1.1.20 **"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;

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

1.1.22 **"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:

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

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

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

1.1.23 **"Subscriber"** means the party to whom this Contract applies, whose details are more specifically set out in the Application Schedule and/or Contract Addendum;

1.1.24 **"Territory"** means the countries in Southern Africa stated in the Netstar User Manual where the Netstar Service is available, which may be amended at Netstar's sole discretion from time to time by written notice to the Subscriber;

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

1.1.26 **"Vehicle"** means the vehicle stated in the Application Schedule or the Contract Addendum for which the Netstar Service will be provided;

1.1.27 **"Vehicle Data"** means 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 9.11;

1.1.28 **"Voice-logged Contract"** means, where applicable, an oral Contract concluded telephonically by the Subscriber with Netstar for the Netstar Service to which the terms and conditions of this Contract apply.

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 a person will include a body corporate, firm, association, company, close corporation or vice versa.
- 2 AGREEMENT TO PROVIDE THE NETSTAR SERVICE**
- 2.1 The Subscriber has agreed to contract with Netstar for the Netstar Service and Netstar has agreed to provide the Netstar Service to the Subscriber on the terms set out in this Contract.
- 2.2 Where the Subscriber has entered into a Voice-logged Contract, the Subscriber agrees that the terms of this Contract will apply in all respects to the Netstar Service which the Subscriber telephonically 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 months 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.
- 3.4 All Voice-logged Contracts will be subject to these terms and conditions and will commence on the Effective Date.
- 4 SUBSTITUTE VEHICLES AND ADDITIONAL VEHICLES**
- 4.1 The Subscriber has the right at any time whilst the Contract is in place, to add on a vehicle or substitute another vehicle for the Vehicle in respect of which the Netstar Service is being provided in terms of a Contract Addendum in the manner directed by Netstar.
- 4.2 Upon conclusion of the Contract Addendum, Netstar will provide the required Netstar Service as stated in the Contract Addendum;
- 4.3 The Subscriber will in terms of the Contract Addendum be liable to Netstar for all additional fees for the Netstar Service including the fee for installation and removal 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 in accordance with the Contract Addendum, which increase will be effective from the date of installation of the Netstar Unit in the Vehicle stated in the Contract Addendum.
- 4.4 The terms set out in this Contract will apply in all respects to the Netstar Service stated under the Contract Addendum.
- 5 THE NETSTAR SERVICE, NETSTAR UNIT AND WARRANTIES**
- 5.1 Netstar will provide the Subscriber with the Netstar Service for the duration of the Contract, provided that the Subscriber complies with its obligations under the Contract.
- 5.2 On conclusion of the Contract, the Subscriber will present the Vehicle for the installation of the Netstar Unit at a Netstar Fitment Centre or at such place as pre-arranged with Netstar.
- 5.3 Netstar will only be obliged to provide the Netstar Service for the Netstar Unit which has been provided and installed in the Vehicle by a Netstar Fitment Centre or by Netstar.
- 5.4 Although the 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.
- 5.5 If the Netstar Unit is purchased from Netstar, ownership and risk of any loss and/or damage, in the Netstar Unit will pass to the Subscriber on the Effective Date.
- 5.6 If the Netstar Unit is rented from Netstar, ownership in the Netstar Unit will stay with Netstar but the risk of loss or damage in the Netstar Unit will pass to the Subscriber on the Effective Date.
- 5.7 Where the Netstar Service is provided over the GSM Network the Subscriber will as soon as possible notify Netstar and within 48 (forty-eight) hours notify the police, of any loss, damage, or theft of the SIM card.
- 5.8 The Netstar Unit and the installation of the Netstar Unit will carry a 12 (twelve) month warranty, subject to fair wear and tear which is excluded.
- 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 5.8 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.
- 5.10 Any maintenance or 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.
- 5.11 The Subscriber must ensure that the Netstar Unit is working properly at all times and is free from any malfunction by testing the Netstar Unit as stated in clause 5.12 and in the Netstar User Manual.
- 5.12 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.
- 5.13 NETSTAR WILL BE RELIEVED OF ITS OBLIGATION TO PROVIDE THE NETSTAR SERVICE AT ANY TIME THAT THE NETSTAR UNIT IS NOT FUNCTIONING PROPERLY.
- 5.14 Where the Netstar Unit is not functioning properly, even if it is under warranty, and the Subscriber has failed to have the Netstar Unit tested as per its obligation under clauses 5.11 and 5.12 or has not made any attempt to have the Netstar Unit repaired by a Netstar Fitment Centre, the Subscriber will still be liable to pay the Netstar Service fee.
- 5.15 The Subscriber will notify the Netstar Control Centre immediately should the Netstar Unit be accidentally activated. The Subscriber accepts responsibility for all consequences of any accidental activation of the Netstar Unit, which may 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 FOR DAMAGES THAT MAY BE BROUGHT BY ANY PARTY AS A RESULT OF ANY ACCIDENTAL ACTIVATION OF THE NETSTAR UNIT.



5.16	The Subscriber agrees to use the Netstar Unit and the Netstar Service in accordance with the Netstar User Manual and other literature provided by Netstar from time to time.		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.
5.17	Subject to clause 6.4, the Netstar Service will be provided in the Territory. Netstar is not obliged to render the Netstar Service outside the Territory.	6.8	Notwithstanding anything to the contrary in this clause, the fees stated in clause 6.1 as applicable, for the first 2 (two) months of the Contract (pro rata where applicable) will be paid on the Effective Date.
5.18	It is recorded that Netstar may at any time change the Network Service Provider or use facilities other than the GSM Network to provide the Netstar Service provided that Netstar's obligations to the Subscriber as provided under the Contract will not be affected.	6.9	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.
<b>6</b>	<b>NETSTAR SERVICE FEES</b>		
6.1	The fees for the Netstar Services will include the following:	6.10	Netstar will have the right to increase the Netstar Service fee and charges on an annual basis, provided that such increase is reasonable and that it provides the Subscriber with at least 1 (one) month's prior written notice of such increase.
6.1.1	where the Netstar Unit is purchased by the Subscriber, the once off purchase price for the Netstar Unit;	6.11	The Subscriber will not be allowed to withhold payment of any fees or other amounts due to Netstar where the Netstar Unit is not functioning properly for any reason. Where this is the case, the Subscriber must immediately inform Netstar and make the necessary arrangements with Netstar for the Netstar Unit to be repaired by a Netstar Fitment Centre.
6.1.2	where the Netstar Unit is rented by the Subscriber, the monthly rental fee in respect of the Netstar Unit;		
6.1.3	an installation fee, being the fees for installing the Netstar Unit in the Vehicle;	6.12	If the Subscriber fails to pay to Netstar any amount owing in terms of this Contract, Netstar will have the right to suspend the Netstar Services and will give the Subscriber 7 (seven) Business Days written notice to make payment of all outstanding amounts. Should Netstar not receive payment as requested in the notice, Netstar will have the right to immediately terminate the Contract and hand the outstanding account to an attorney or debt collector for recovery.
6.1.4	the monthly service fee for the Netstar Service;		
6.1.5	the international roaming charges where activated; and	6.13	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.
6.1.6	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.	6.14	The Subscriber may at Netstar's discretion, be charged for any services rendered to the Subscriber where such services have been requested by the Subscriber, its representative or an authorised driver of the Vehicle, where such services are not otherwise required of it in terms of this Contract. The Subscriber will pay Netstar an amount determined in accordance with Netstar's standard rates, determined from time to time, for any such service rendered.
6.2	Where the Netstar Service is provided over the GSM Network, the Subscriber will, pay a fee, as set out in the Application Schedule as well as the costs of SMS messages, voice calls, data messages, and any other related expenses, which will be paid in arrears, notwithstanding that the SIM card may, through no fault of the Subscriber, have been lost and fraudulently used by a third party unless the Subscriber has reported the loss to Netstar in terms of clause 5.7.	6.15	A certificate signed by any director or manager of Netstar stating the indebtedness of the Subscriber to Netstar under the Contract will be sufficient proof of the Subscriber's indebtedness to Netstar. It will not be necessary for Netstar to prove the appointment of the person signing any such certificate.
6.3	The fees will be set out in a monthly VAT invoice which will be provided to the Subscriber on a monthly basis.	<b>7</b>	<b>FURNISHING INFORMATION AND NOTICES</b>
6.4	Should the Subscriber require an international roaming service, and the Netstar Services are 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.	7.1	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.
6.5	WHERE AN INTERNATIONAL ROAMING SERVICE IS ACTIVATED IN TERMS OF CLAUSE 6.4, 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.	7.2	In the event of an emergency or in the event that the Subscriber cannot be reached the Subscriber agrees that it or its Emergency Contacts may be contacted.
6.6	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.	7.3	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 outdated information.
6.7	Subject to clause 6.6, all fees will be paid by way of debit order in favour of Netstar or in any other manner approved by Netstar,		



- 7.4 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.
- 7.5 Where Netstar cannot reach the Subscriber or its Emergency Contact, Netstar will be excused and legally relieved of the duty to provide such notice.
- 7.6 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.
- 7.7 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.
- 7.8 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.
- 7.9 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:
- 7.9.1 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
- 7.9.2 share or disclose Personal Information about the Subscriber's payment profile to credit bureau.
- 7.10 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.
- 7.11 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.
- 7.12 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.

- 7.13 Where the Subscriber's insurance company or employer pays the Netstar Service fees to Netstar on behalf of the Subscriber, THE SUBSCRIBER AUTHORISES NETSTAR IN THE EVENT OF ANY DEFAULT OF PAYMENT, CANCELLATION OF THE INSURANCE POLICY OR TERMINATION OF EMPLOYMENT CONTRACT, TO DEBIT THE SUBSCRIBER'S BANK ACCOUNT DIRECTLY WITH THE MONTHLY NETSTAR SERVICE FEES AT THE NORMAL RETAIL RATE.

## **8 EXCLUSION OF LIABILITY**

- 8.1 The Subscriber accepts that the Netstar Service is intended to reduce the risk of loss if the Subscriber's Vehicle is stolen or hijacked, but that recovery of the Vehicle is not guaranteed.
- 8.2 UNLESS 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.

## **9 DATA PROTECTION AND PRIVACY**

- 9.1 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.
- 9.2 Netstar will collect the following categories of Personal Information from the Subscriber:
- 9.2.1 company name;
- 9.2.2 contact number;
- 9.2.3 email address;
- 9.2.4 physical address;
- 9.2.5 postal address;
- 9.2.6 registration number;
- 9.2.7 banking details;
- 9.2.8 vehicle registration number;
- 9.2.9 make and model of vehicle;
- 9.2.10 location information; and
- 9.2.11 Vehicle Data.
- 9.3 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.
- 9.4 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.
- 9.5 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:

- 9.5.1. 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;
- 9.5.2. concluding, implementing, and monitoring the operation of this Contract;
- 9.5.3. effecting the deduction and payment of amounts due to Netstar and all ancillary actions related to such deductions and payment from banks which include contacting the Emergency Contact in the event that the Subscriber's account is in arrears and the Subscriber cannot be reached;
- 9.5.4. 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;
- 9.5.5. assessing financial risks;
- 9.5.6. fraud prevention and preventing and detecting crime;
- 9.5.7. 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;
- 9.5.8. 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);
- 9.5.9. carrying out statistical and other analyses to identify potential markets and trends;
- 9.5.10. developing new products and services and enhancing and developing Netstar's existing products and services;
- 9.5.11. training of Netstar employees;
- 9.5.12. 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;
- 9.5.13. assessing the Subscriber's insurance needs;
- 9.5.14. 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);
- 9.5.15. 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
- 9.5.16. disclosing of Personal Information required or permitted by Law.

9.6 THE SUBSCRIBER HEREBY EXPRESSLY CONSENTS TO NETSTAR:

- 9.6.1. 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.

9.6.2 DISCLOSING THE SUBSCRIBER 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.

9.7 THE SUBSCRIBER ACKNOWLEDGES THAT:

9.7.1 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 9;

9.7.2 NETSTAR IS REQUIRED BY VARIOUS LAWS, TO COLLECT AND DISCLOSE SOME OF THE SUBSCRIBER'S PERSONAL INFORMATION;

9.7.3 WITHOUT THIS PERSONAL INFORMATION NETSTAR WILL BE UNABLE TO CONCLUDE AND OPERATE THIS CONTRACT; AND

9.7.4 THE SUBSCRIBER IS PROVIDING NETSTAR WITH ITS PERSONAL INFORMATION VOLUNTARILY.

9.8 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.

9.9 The Subscriber consents to and acknowledges that Netstar may monitor and/or record telephone calls with the Subscriber for quality, security, and training purposes.

9.10 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.

9.11 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:

9.11.1 the Vehicle and the details of the driver of the Vehicle;

9.11.2 the location of the Vehicle at any given time;

9.11.3 the manner in which the Vehicle is used;

9.11.4 the driving patterns and driving behaviour of the driver of the Vehicle; and

9.11.5 information derived from the Netstar Unit in the Vehicle.

9.12 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, in the event of the Subscriber providing inaccurate or incomplete information.

9.13 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/>.



## 10 ACCESS TO DATA

10.1 The Subscriber acknowledges that Netstar will have access to and Process Personal Information for the duration of the Contract in accordance with clause 9 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.

10.2 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.

## 11 BREACH AND CONSEQUENCES

11.1 If the Subscriber:

11.1.1 fails to pay any amount under this Contract on the due date; or

11.1.2 fails to carry out or perform any of its contractual obligations or breaches any term or condition of this Contract; or

11.1.3 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 written notice requiring it to rectify the breach within 7 (seven) Business Days of the date of such notice failing which Netstar will thereafter have the right to immediately terminate the Contract, without further notice to the Subscriber.

11.2 Termination of the Contract by either Party for any reason will be without prejudice to any rights which Netstar may have in law, including:

11.2.1 the right to claim from the Subscriber an early termination fee, reasonably calculated by Netstar, where the Contract is terminated within the Initial Period;

11.2.2 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;

11.2.3 the right to demand from the Subscriber, all amounts payable, by the Subscriber to Netstar under the Contract; or

11.2.4 the right to claim any other damages from the Subscriber, which it may have incurred in law in consequence of the Subscriber's breach.

11.3 Upon termination of this Contract for any reason all amounts 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 11.2.1.

11.4 Where Netstar has to remove the Netstar Unit in terms of this clause, the Subscriber will do all things reasonably necessary to enable Netstar's authorised representative to remove the Netstar Unit from the Vehicle.

11.5 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.

## 12 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.

## 13 GENERAL

13.1 This Contract will be interpreted in accordance with the laws of the Republic of South Africa.

13.2 Should any provision of this Contract be declared at any stage whilst the Contract is in force to be unlawful, such provision will be deleted from the Contract and the remaining parts of the Contract will continue to operate.

13.3 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.

13.4 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.

13.5 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.

13.6 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 will not unreasonably be withheld.

13.7 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