

MiX RECOVERY PROTECT STANDARD TERMS AND CONDITIONS

These terms and conditions together with our Privacy Policy (collectively, the "Agreement") will form a written contract between you and MiX Telematics Africa (Pty) Ltd ("MiX Telematics", "we", "us" and "our") and will govern our relationship with you as the person which enters into this Agreement with MiX Telematics ("you" and "your") and the use of our Services and Units.

1. DEFINITIONS

- 1.1. "Acceptance Date" means the date on which you accepted the Agreement, whether in writing or by way of electronic medium, for example by clicking, "I agree" on our website or via your mobile device, or by telephonic acceptance;
- 1.2. "Asset" means any vehicle or other fixed or mobile asset with a TransUnion (Mead and McGrouther) code, in which a Unit has been installed;
- 1.3. "Bundled Option" means you do not own the Unit, but you pay to use the Unit and you pay a service fee for the Services for a fixed duration of 36 (thirty-six) months;
- 1.4. "Business Day" means a Monday to Friday, excludes Saturdays, Sundays and a day which is an official public holiday in the Republic of South Africa;
- 1.5. "Cash Option" means you pay for the Unit and its installation on the Effective Date and thereafter pay a monthly Service fee;
- 1.6. "CPA" means the Consumer Protection Act 68 of 2008, as amended from time to time;
- 1.7. "Debit Order" means any debit order including, but not limited to, any of the following: authenticated early debit order (AEDO), non-authenticated early debit order (NAEDO) or DebiCheck;
- 1.8. "Effective Date" means the date on which the Unit is installed in the Asset, and is successfully tested and functioning;
- 1.9. "Emergency Contact" means the person(s) nominated by you to be contacted in an emergency;
- 1.10. "Expiry Date" for the Bundled Option means 36 (thirty-six) months after the Effective Date;
- 1.11. "False Incident" means any incident where it subsequently transpires that the Asset is or was not lost, stolen or hi-jacked and may include, but is not limited to instances where:
 - 1.11.1. you are unable to contact the driver of the Asset, or the location of the driver of the Asset is unknown to you;
 - 1.11.2. the Asset has been impounded or repossessed for any reason;
 - 1.11.3. either MiX Telematics or the Emergency Contact is unable to make contact with you or the driver of the Asset; and/or
 - 1.11.4. any civil dispute exists regarding possession or ownership of the Asset;
- 1.12. "Fitment Centre" means a fitment centre operating independently of us, but which has been approved by us for the purpose of installing and servicing Units;
- 1.13. "MiX Telematics Companies" means MiX Telematics Africa Pty Ltd ("MiX Telematics")(with registration number 2004/019797/07), MiX Telematics Limited (with registration number 1995/013858/06) and all of its subsidiaries;
- 1.14. "Network Provider" means the independent communications network service provider from which we obtain our network services in order to provide the Services to you;
- 1.15. "Payment Agent" means a third party authorised to collect payment from you on our behalf;
- 1.16. "Registered Insurer" means a provider of insurance which is registered with the Financial Sector Conduct Authority of South Africa or any successor regulatory body;
- 1.17. "SAPS" means the South African Police Service;
- 1.18. "Services" means tracking and recovery of the Asset when lost, stolen or hi-jacked and any other ancillary services, if applicable, and does not include reacting to a False Incident;
- 1.19. "Uncontrolled Event" means (including without limitation) any fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, rebellions or revolutions in any country or any other cause beyond the reasonable control of MiX Telematics, including the termination or suspension of the services or products provided by a

third party supplier, the Network Provider, no or weak GPS signal, Unit failure and logistical difficulties that may result in a delay or a failure to provide any Services; and

- 1.20. "Unit" means the MiX Recovery Protect asset tracking unit.

2. COMMENCEMENT, DURATION, CANCELLATION AND SUSPENSION

- 2.1. This Agreement will commence on the Acceptance Date and endure indefinitely until it is cancelled as provided for in this clause 2, or otherwise provided in this Agreement. You acknowledge that you cannot cancel/terminate either the Unit or the Services separately. On cancellation of the Agreement for any reason, both the Unit and the Services will terminate, whether under a Cash or Bundled Option.
- 2.2. The Service shall commence on the Effective Date.
- 2.3. Cash Option
 - Either you or MiX Telematics may terminate this Agreement by giving at least 20 (twenty) Business Days' written notice.
- 2.4. Bundled Option
 - 2.4.1. Either you or MiX Telematics may cancel this Agreement either on the Expiry Date or on at least 20 (twenty) Business Days' written notice at any time prior to the Expiry Date, subject to clause 2.4.2.
 - 2.4.2. In the event that you cancel the Agreement prior to the Expiry Date or MiX Telematics cancels the Agreement due to you being in breach, you will remain liable for all amounts owing up to the date of cancellation, including but not limited to:
 - 2.4.2.1. the cost of the installation of the Unit; and
 - 2.4.2.2. all costs of any recovery efforts prior to termination of the Agreement and
 - 2.4.2.3. if you are a legal entity, the legal entity shall be liable for the sum of the Service fees due up to the Expiry Date; or
 - 2.4.2.4. if you are a natural person, you will be liable for a reasonable cancellation penalty in the first 24 (twenty-four) months of the Agreement as follows:

<i>Cancellation period:</i>	<i>Cancellation penalty:</i>
Month 0 - 6	R1,300
Month 7 - 12	R850
Month 13 - 24	R500

- 2.5. If the Agreement is not cancelled by you or by us prior to or on the Expiry Date, it will automatically continue and constitute a month to month agreement terminable on at least 1 (one) calendar month's notice, which termination will take effect on the first day of the month immediately following the end of the applicable notice period. We will notify you not more than 80 (eighty) and not less than 40 (forty) Business Days prior to the Expiry Date of the impending expiry date and any material changes to the Agreement that will apply to such automatic renewal and you retain your right to cancel as aforesaid.
- 2.6. You are also entitled to cancel this Agreement in writing, within 7 (seven) days after the Acceptance Date or the Effective Date (whichever is the later), if this Agreement was concluded electronically or as a result of direct marketing, and in such an event, you will remain liable for the direct cost of the installation and the Unit as well as for all costs of any recovery efforts prior to termination of the Agreement.
- 2.7. We will be entitled to suspend the Service if:
 - 2.7.1. the Network Provider is no longer available or of no practical use;
 - 2.7.2. an event beyond our control makes it impossible to render the Services; and/or
 - 2.7.3. you are in breach of the Agreement.
 In the event of such suspension, we shall have no obligations whatsoever towards you, for example: to provide the Services to you or to pay your Registered Insurer, arising out of this Agreement or otherwise, until such time as we notify you of the termination of such suspension.
- 2.8. We will be entitled to disable any feature of the Unit, without reducing the Service fee, if you fail to minimise False Incidents associated with that feature.

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3. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

- 3.1. It is your responsibility to make the Asset available at a Fitment Centre to have the Unit installed.
- 3.2. You must ensure that the same Unit remains fitted in the same Asset in which the Unit is fitted as at the Effective Date.
- 3.3. You are not permitted to remove, or allow the removal of, the Unit from the Asset at any time during this Agreement, other than in accordance with the provisions of clauses 3.4 or 3.5.
- 3.4. From the Effective Date, MiX Telematics will notify you when we become aware that the Unit is not communicating correctly or not performing in accordance with MiX Telematics' requirements or is in any way damaged or malfunctioning. When you receive such notification, you must, within not more than 24 (twenty-four) hours (or the next Business Day after the 24 (twenty-four) hour period) and at your own cost, take the Asset to a Fitment Centre. The testing, repair, removal and/or replacement Unit will be at the cost of MiX Telematics unless the provisions of clause 3.6 are applicable.
- 3.5. When your Asset was lost, stolen or hi-jacked but was subsequently recovered, you must, within not more than 24 (twenty-four) hours (or the next Business Day after the 24 (twenty four) hour period) of recovery of your Asset and at your own cost, take the Asset to a Fitment Centre. The installation, testing, repair or removal and replacement Unit will be at the cost of MiX Telematics unless the provisions of clause 3.6 are applicable.
- 3.6. **If the Unit is malfunctioning due to liquid damage, accident damage, tampering with the Unit, or due to your or any other third party's negligence, you will be liable for the installation, testing, repair or removal and replacement cost of the Unit, and such payment is payable directly to the Fitment Centre.**
- 3.7. If the period of 24 (twenty-four) hours (or the next Business Day after the 24 (twenty-four) hour period) noted in clause 3.4 or 3.5 terminates and you fail to take the Asset to a Fitment Centre as required, and MiX Telematics is not able to recover the Asset, then MiX Telematics will not be liable to you for any loss or damage to the Asset whatsoever and is not obliged to make payment to the Registered Insurer as set out in clause 4.3 or to any other party. MiX Telematics will, however, use its reasonable endeavours to locate and recover the Asset.
- 3.8. **The Asset must be insured by you in terms of an insurance policy agreement that you enter into with a Registered Insurer which provides for a minimum of total loss protection in the event of theft or hijacking.**
- 3.9. **You must make sure that the insurance policy agreement with a Registered Insurer, as set out in clause 3.8, notes in writing that you have entered into this Agreement with MiX Telematics as the provider of the Services to you.**
- 3.10. **You must email a copy of your insurance policy agreement to MiX Telematics as soon as you receive it. If you change your Registered Insurer, you must send us a copy of the new insurance policy as soon as you receive it.**
- 3.11. **For the duration of this Agreement you must:**
 - 3.11.1. **ensure that you do not breach the insurance policy agreement that you have with the Registered Insurer, or fall into arrears for any payment due by you in terms of such agreement, notwithstanding that the Registered Insurer may not have taken any steps to enforce its rights in terms of such agreement; and ensure that the insurance policy agreement that you have with a Registered Insurer is not terminated for any reason; and**
 - 3.11.2. **if any of the terms of the insurance policy agreement that you have with the Registered Insurer are amended for any reason, you must notify MiX Telematics immediately.**
- 3.12. You hereby authorise MiX Telematics to track and/or recover the Asset and to disclose such information as we may deem necessary in the circumstances, about you to your Emergency Contact.
- 3.13. The Unit's communications may include information about your location. MiX Telematics will use information communicated by the Unit in accordance with our Privacy Policy.

- 3.14. **MiX Telematics' recovery teams are armed. Our recovery Services could, therefore, pose a risk and could result in personal injury, death or damage to property, including but not limited to damage to the Asset, or any of the contents of the Asset, whether they are owned by you or by any third party, and which is due directly or indirectly to such damage occurring during the provision of the recovery Service; and including personal injury or death to any occupants in the Asset. You, therefore, indemnify the MiX Telematics Companies, and agree to hold them harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred during recovery Services.**
- 3.15. You will notify us within 60 (sixty) minutes, by phoning 0800 111 322, after you become aware that an Asset was lost, stolen or hijacked, and you will report the loss of the Asset to the appropriate SAPS within a period of not more than 8 (eight) hours and you will, on our request, provide us with a relevant case number obtained from the SAPS and the location of the SAPS at which you reported the matter.
- 3.16. You will not raise or cause False Incidents.
- 3.17. You acknowledge and agree that with a:
 - 3.17.1. Cash Option, ownership of the Unit passes to you once you pay the purchase price in full; and
 - 3.17.2. Bundled Option, the Unit at all times remains the property of MiX Telematics.
- 3.18. You warrant that as at the Acceptance Date, all the details furnished by you to us are true and correct and that you will notify us in the event of any change to such details. In the case of a change to your (i) Emergency Contacts, (ii) your contact details, or (iii) Registered Insurer or insurance policy agreement, you will notify us of such change within 24 (twenty-four) hours of the change or you becoming aware of the change. Details can be changed by:
 - 3.18.1. uploading any new details and information onto the www.mixrecoveryprotect.co.za website; or
 - 3.18.2. calling 011 654 8191 immediately.
- 3.19. You acknowledge that in the event that you change the Registered Insurer (as mentioned in clause 4.10 below), and your new Registered Insurer does not fall within the insurance endorsed MiX Recovery Protect programme, then the Agreement term under the Bundled Option will re-set or default back to a new 36 (thirty-six) month term.
- 3.20. If you change your Registered Insurer, irrespective of the rate discussed or agreed between you and your new Registered Insurer for the Unit and Services, the Service fee will remain at the initially agreed rate.

4. MiX TELEMATICS' OBLIGATIONS

- 4.1. MiX Telematics will ensure that the Unit continues to transmit its location, from the Effective Date, for the duration of this Agreement. However, in the event the Unit fails to communicate its location to MiX Telematics, we will notify you, and you must comply with the provisions of clause 3.4.
- 4.2. When you, the Emergency Contact or SAPS report the Asset as lost, stolen or hi-jacked to us, we undertake to use our best endeavours to ensure that we locate and recover the Asset within a period of 14 (fourteen) Business Days of such report.
- 4.3. If MiX Telematics, after the Effective Date, is not able to recover the Asset within a period of 14 (fourteen) Business Days, MiX Telematics will, subject to (i) receipt of the documents specified in clause 4.4, (ii) the outcome of the investigation as stipulated in clause 5, and (iii) a standing obligation to pay an amount provided for in a separate agreement between MiX Telematics and your Registered Insurer, make payment, on your behalf, to the Registered Insurer of an amount limited to the lesser of either:
 - 4.3.1. R200,000.00 (two hundred thousand rand); or
 - 4.3.2. the amount that is specified in writing as being due by you to the Registered Insurer for the excess due in terms of your insurance policy agreement with the Registered Insurer, provided that the excess due in terms of the said insurance policy agreement does not exceed 20% (twenty percent) of the Asset value.

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If it does, the amount to be specified in writing in terms of this clause 4.3.2 must be limited to 20% of the value of the Asset.

- 4.4. To enable MiX Telematics to perform in accordance with clause 4.3, and at the request of MiX Telematics, you must provide us, without delay, with:
 - 4.4.1. a copy of the claim form which you submitted to the Registered Insurer in respect of the loss and claim;
 - 4.4.2. the SAPS case number;
 - 4.4.3. a copy of the licence of the driver of the Asset in respect of which a claim is being made;
 - 4.4.4. a copy of the SAPS document form 21 (non-recovery report) or equivalent replacement document as issued by SAPS from time to time; and
 - 4.4.5. written proof that the Registered Insurer will settle your claim.
- 4.5. MiX Telematics will only pay the Registered Insurer once we receive the written proof that the Registered Insurer will settle your claim.
- 4.6. Where we have reason to suspect that a False Incident has been reported (irrespective of whether MiX Telematics has been supplied with a SAPS case number or not) we will be under no obligation whatsoever to deliver the Service to you.
- 4.7. The Service is only available when the Asset is situated within the Republic of South Africa at the time the Asset is lost or stolen or is hi-jacked.
- 4.8. Upon recovery, we will make the Asset available to SAPS or any other legitimate authority. **You hereby agree and undertake to make yourself available to identify the Asset if requested to do so by the SAPS, and/or in order to comply with your obligations as set out in clause 5 (Investigation), and to do so at your own cost which may include, but not be limited to, travel and accommodation required by you. If the Asset needs to be repatriated to South Africa, you will be responsible to do this, and for the costs associated with this if there are any.**
- 4.9. We will not supply the Services, replace the Unit or make any payment to your Registered Insurer if you are in breach of this Agreement, including if your monthly fees are in arrears.
- 4.10. MiX Telematics will permit you to change the Registered Insurer from time to time, provided that MiX Telematics and the new Registered Insurer must both be noted in writing, respectively, by each other of them as the provider of the Services to you in terms of this Agreement and in terms of the insurance policy agreement you have with the Registered Insurer.

5. INVESTIGATION

- 5.1. MiX Telematics will conduct, or instruct a third party on its behalf to conduct, an investigation into the circumstances surrounding the loss or disappearance or hi-jacking of your Asset.
- 5.2. MiX Telematics will request from you, and you will be obliged to provide to MiX Telematics on such request, a written statement as determined by MiX Telematics in its sole discretion, and in the format of an oath or affidavit which states, amongst other items, the circumstances pertaining to the loss or disappearance of the Asset; such request will be made within 7 (seven) days of the Asset being reported as lost, stolen or hi-jacked as set out in clause 4.2.
- 5.3. MiX Telematics will conduct the investigation within the same period of 14 (fourteen) Business Days (as contemplated in clause 4.2) and the outcome of such investigation will be communicated to you within such time.
- 5.4. You agree to make yourself available to MiX Telematics and/or to the third-party investigator, in order to assist with the investigation and to do so at your own cost which may include, but not be limited to, travel and accommodation required by you. You also agree that the finding of the investigation as conducted by the third party will be *prima facie* proof of the circumstances that occurred at the loss or disappearance or hi-jacking of the Asset.
- 5.5. A finding that the loss or disappearance or hi-jacking of the Asset was due to any cause, whether direct or indirect, other than a genuine and

authentic theft or hi-jacking, will entitle MiX Telematics to elect not to make payment to the Registered Insurer in terms of this Agreement.

- 5.6. MiX Telematics is permitted to disclose to the Registered Insurer the finding as contemplated in clause 5.5.
- 5.7. You are entitled to dispute the finding as contemplated in clause 5.5, and in this event, the dispute provisions of this Agreement will apply.

6. EXCLUSIONS AND LIMITATIONS

- 6.1. In the event that MiX Telematics does not have a standing obligation to pay an amount provided for in a separate agreement between MiX Telematics and your Registered Insurer, payment by MiX Telematics to the Registered Insurer, on your behalf, will be limited to the lesser of either:
 - 6.1.1. R200,000.00 (two hundred thousand rand); or
 - 6.1.2. the amount that is specified by the Registered Insurer as being due by you to the Registered Insurer for the excess due in terms of your insurance policy agreement with the Registered Insurer, provided that the excess does not exceed 20% (twenty percent) of the relative Asset value. If no excess is specified, then MiX Telematics will not make payment of any amount to the Registered Insurer.
- 6.2. You must provide us with written proof of the amount of the payment of the excess that is due by you to the Registered Insurer or we will elect in our sole discretion to obtain or verify such proof from the Registered Insurer.
- 6.3. For the avoidance of doubt, and to reiterate the provisions of clause 3.9 above, it is your responsibility to make sure that the insurance policy agreement with a Registered Insurer, as set out in clause 3.8, notes in writing that you have entered into this Agreement with MiX Telematics as the provider of the services to you, and failing which, MiX Telematics will not be obliged to make payment of any amount to the Registered Insurer.
- 6.4. MiX Telematics will not be obliged to make payment to the Registered Insurer if you commit, or at any time during this Agreement you have committed, a breach of any of the provisions of this Agreement (including not sending MiX Telematics a copy of your insurance policy agreement).
- 6.5. The payment by MiX Telematics is limited to the Asset itself, and we will not be liable for any payment or claim in respect of the contents of the Asset.
- 6.6. For the avoidance of doubt, if MiX Telematics recovers the Asset (in whole or in part and no matter in what condition the Asset is in) within the time as contemplated in clause 4.2, MiX Telematics will make no payment to the Registered Insurer.
- 6.7. If the Registered Insurer refuses for any reason to make payment to you, then MiX Telematics will not be obliged to make any payment to the Registered Insurer on your behalf.
- 6.8. If the Asset is recovered after MiX Telematics has made payment as contemplated in clause 4.3, MiX Telematics will in no way be obliged or required to take ownership of the Asset or to remove or dispose of the Asset on your behalf or on behalf of the Registered Insurer.
- 6.9. You hereby acknowledge and confirm that this Agreement does not apply to, and specifically excludes any fare-paying passenger Assets. If during an investigation or otherwise, it appears that the Asset that has been lost, stolen or hi-jacked was a fare-paying passenger Asset, MiX Telematics will not make any payment to the Registered Insurer on your behalf whatsoever.
- 6.10. If MiX Telematics contacts you following receipt by the MiX Telematics control centre of any loss, theft or hi-jacking notification and you confirm that the Asset is secure, notwithstanding that the Asset had in fact at that stage been lost, stolen or hi-jacked, MiX Telematics will not make any payment to the Registered Insurer on your behalf whatsoever.

7. FEES AND PAYMENT

- 7.1. Billing will commence on the Effective Date. Service fees are payable monthly in advance and will be debited to your account between the 25th and the end of the month unless the 15th is the selected date for collection.

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- 7.2. To the fullest extent permitted by law, all amounts due and payable in terms hereof shall be paid free of exchange and without deduction or set-off, by way of a direct Debit Order in favour of MiX Telematics (drawn against a bank account nominated by you), or in such other manner as MiX Telematics may from time to time determine. You furthermore agree that:
 - 7.2.1. we will be entitled and authorised to draw all amounts payable in terms of the Agreement from the account specified by you;
 - 7.2.2. the Debit Order authority will commence on the Effective Date and will continue and not be revoked until termination of this Agreement or until all amounts due and owing to us have been fully and finally discharged;
 - 7.2.3. we will be entitled to facilitate collection of amounts owing via the NAEDO system (track your account for sufficient funds);
 - 7.2.4. when your bank sends you an instruction to authenticate the use of the DebiCheck payment system, you acknowledge this mandate. Should this authentication fail we will be entitled to collect the amounts owing via direct debit or the NAEDO system;
 - 7.2.5. should we use an intermediary to collect amounts due to MiX Telematics, you grant consent that your personal information (including name, ID number, account number and any other relevant information necessary) be used in this regard;
 - 7.2.6. the amount may be variable in the event of additional services being provided; and
 - 7.2.7. any payment instruction issued by MiX Telematics shall be treated by your bank as if the instructions had been issued by you personally, and you hereby authorise the bank to debit your account accordingly.
- 7.3. Should you fail to pay any amount on the due date for payment then we will, without prejudice to any of our other rights and remedies:
 - 7.3.1. collect the arrear amounts via Debit Order, additional to the monthly Service Fee;
 - 7.3.2. take all such further steps as may be necessary to recover the outstanding amount from you, including without limitation the use of debt collection mechanisms;
 - 7.3.3. suspend the Services (including recovery of the Asset) without notice to you until such time as the outstanding amount has been paid in full; or
 - 7.3.4. subject to clause 2, terminate this Agreement with immediate effect.
- 7.4. In the event of MiX Telematics suspending your Services, we reserve the right to continue to charge you to keep your account activated for the period of suspension.
- 7.5. We may increase our fees annually, however, we will endeavour to keep our annual escalations below 8% (eight percent).
- 7.6. Possible additional costs:
 - 7.6.1. We may charge an additional fee per False Incident responded to telephonically by us, which amount may be recovered via your Debit Order.
 - 7.6.2. **Should we, in our sole discretion, act on a request from you or the Emergency Contact to recover the Asset, which turns out to be a False Incident, you will be liable for any cost associated with the False Incident, including the cost associated with a recovery, which will be collected via your Debit Order.**
 - 7.6.3. **Recovery costs will be payable irrespective of whether the recovery was successful or not.**
 - 7.6.4. Should any act or omission by you result in excessive charges being levied against MiX Telematics, we will charge you for the actual costs we incurred as a result.
- 7.7. Collection by Payment Agent, if applicable:
 - 7.7.1. the Payment Agent will collect the Service fees due to us on our behalf;
 - 7.7.2. we will collect the Service fees monthly via Debit Order, and obtain your banking details from the Payment Agent, should:
 - 7.7.2.1. payment from you to the Payment Agent, for any reason, not occur; or

- 7.7.2.2. payment of the collected Service fee from the Payment Agent to us, for any reason, not occur; or
- 7.7.2.3. the agreement or relationship between you and the Payment Agent cease to exist, for any reason; or
- 7.7.2.4. the agreement or relationship between the Payment Agent and us cease to exist, for any reason.

8. INDEMNITY

- 8.1. **You hereby unconditionally and irrevocably indemnify the MiX Telematics Companies, and agree to indemnify and hold them harmless against all loss, damages, claims, liability and/or costs, of whatsoever nature, howsoever and whensoever arising, suffered or incurred by MiX Telematics Companies as a result of any claim instituted against MiX Telematics Companies by a third party (other than you) as a result of (without limitation):**
 - 8.1.1. your use of our Services or the Unit other than as allowed or prescribed in the Agreement;
 - 8.1.2. any other cause whatsoever relating to the Agreement or the provision of Services or the Unit to you where you have acted wrongfully or failed to act when you had a duty to so act.

9. LIMITATION OF LIABILITY

- 9.1. **Without limiting the generality of the provisions of clause 9.2, MiX Telematics shall not be liable for and you will have no claim of whatsoever nature against us as a result of -**
 - 9.1.1. you not reacting to a notification sent by us; or
 - 9.1.2. a notification not reaching you if you are unavailable to receive the notification from us that was in fact sent to you, for example, where a device you use to receive notifications is not functioning or is disabled, disconnected or faulty or you did not advise us of a change in your contact details; or
 - 9.1.3. interruption in the Services due to an Uncontrolled Event;
 - 9.1.4. any misrepresentation, act or omission by any third party;
 - 9.1.5. any damage, loss, cost or claim which you may suffer or incur arising from any suspension or termination of the Service/s for any reason contemplated in the Agreement.
- 9.2. **In addition to and without prejudice to any other limitations of liability provided for in the Agreement and to the fullest extent permitted by applicable law, we shall not be liable to you for any direct damages howsoever arising, unless we have specifically warranted that we will do so, and neither MiX Telematics nor you shall be liable to each other or to any third party for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Agreement. To the extent that a competent court or tribunal or other competent dispute resolution body or authority finally determines, notwithstanding the exclusion contained in this clause, that we are liable to you for any damages, our liability to you for any damages howsoever arising shall be limited to the amounts paid by you under this Agreement in consideration for the Services during the immediately preceding 12 (twelve) month period in respect of the Services which gave rise to the liability in question.**

10. BREACH

- 10.1. Should you be in breach of any provision of this Agreement, then we shall be entitled, without prejudice to any other rights that we may have and to the extent required or permitted, as the case may be, by law, to forthwith:
 - 10.1.1. afford you a reasonable opportunity to remedy the breach, taking into account the nature of the breach in question; or
 - 10.1.2. suspend your Services;
 - 10.1.3. cancel all agreements concluded between us; or
 - 10.1.4. claim immediate performance and/or payment of all your obligations in terms hereof.
- 10.2. Should we suspend, disconnect or terminate your Services, we will only reconnect your Services if all your Services fees are paid up to date. We will also be entitled to charge you a fee for reconnecting your Services.

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11. COMMUNICATION, COMPLAINTS HANDLING AND DISPUTE RESOLUTION

- 11.1. You agree that we may from time to time send you communications regarding (without being limited to) special offers or discounts which we may negotiate for and offer to our customers and/or new services or products launched. All communications will abide by our Privacy Policy and applicable law. You will always be entitled to notify us in writing that you do not wish to receive or continue to receive promotional or marketing related communications and if you are a consumer as contemplated in the CPA, to pre-emptively block the receipt of such communications.
- 11.2. From time-to-time we need to send you important information regarding the Service. You agree to electronic communication from us, for example through SMS, email and/or telephone in order for us to provide the Services to you. You cannot opt-out of any Service communications contemplated in this clause.
- 11.3. Complaints must be submitted to us and will be dealt with by us in accordance with the provisions of this clause.
- 11.4. Any payment default by you arising from, or in connection with, any Services rendered or provided by us, will be excluded from the provisions of this clause, and we will be entitled to proceed to institute legal action against you.
- 11.5. Without prejudice to your rights in law, you are required, to first approach us with any complaint or dispute and afford us an opportunity to resolve a complaint before you approach any other relevant authority, court or other dispute resolution body or refer the matter to Arbitration as contemplated in clause 11.9 below.
- 11.6. Please log all complaints on the www.mixrecoveryprotect.co.za website. Your complaint should include the following:
 - 11.6.1. your name and surname;
 - 11.6.2. your account number;
 - 11.6.3. the date on which the complaint arose; and
 - 11.6.4. a brief description of what gave rise to the complaint.
- 11.7. In the event of a billing complaint you should also include the following:
 - 11.7.1. a copy of the bill concerned or the particulars thereof, e.g. account number;
 - 11.7.2. the reason for the dispute;
 - 11.7.3. the amount in dispute; and
 - 11.7.4. supporting information or documentation, if any.
- 11.8. You may approach any other relevant authority, court or dispute resolution body or refer the matter to Arbitration as set out in clause 11.9 below, for resolution of the dispute, should you not be satisfied with the proposed resolution of the dispute by us.
- 11.9. Any dispute between MiX Telematics and you may be referred to arbitration and finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa. Such arbitration shall be held either in Cape Town or Johannesburg and conducted in the English language before one arbitrator appointed in accordance with the said rules. This agreement to arbitrate shall be enforceable in, and judgement upon any award may be entered in any court of any country having appropriate jurisdiction. A dispute shall be deemed to have arisen when either MiX Telematics or you notify the other of us in writing to that effect.
- 11.10. The arbitrator shall have the power to give default judgement if either of MiX Telematics or you fail to make submissions on due date and/or fails to appear at the arbitration.
- 11.11. The provisions set out above shall not prevent either of MiX Telematics or you from approaching any court of competent jurisdiction to obtain interim or other relief in cases of urgency.

12. INTELLECTUAL PROPERTY RIGHTS

Except for third party intellectual property that we have licenses for, we will wholly and exclusively retain all existing intellectual property rights and become the exclusive and unencumbered owner of all intellectual property right(s) employed in or otherwise related to the

Services, the Unit or any software used by us, our network infrastructure, e-commerce network infrastructure, business and the provision of any of the Services.

13. GENERAL

- 13.1. Notwithstanding clause 11 above, you hereby consent to the jurisdiction of the Magistrate's Court in the Republic of South Africa in respect of any proceedings that may be initiated by us arising out of this Agreement, provided that we shall be entitled, in our reasonable discretion, to institute such proceedings in the High Court of South Africa and, in such event, you consent to the jurisdiction of such court. The jurisdiction of the Small Claims Court is specifically excluded, as MiX Telematics and you have agreed to follow the arbitration process set out in clause 11 above.
- 13.2. We reserve the right to amend this Agreement from time to time. Any new version of the Agreement will be displayed on our website together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is your obligation to visit our website on a regular basis in order to determine whether any amendments have been made.
- 13.3. MiX Telematics and you hereby acknowledge and agree that this Agreement constitutes the whole of the agreement between us and that no other agreements, guarantees, undertakings or representations, either verbal or in writing, relating to the subject matter of this Agreement not incorporated in this Agreement shall be binding on MiX Telematics and/or you.
- 13.4. You agree that any notices we send to you in terms of any agreement concluded between us may be sent via e-mail unless otherwise prescribed by law.
- 13.5. No indulgence, leniency or extension of time which we may grant or show to you shall in any way prejudice us or preclude us from exercising any of its rights in the future.
- 13.6. The physical address where we will receive legal service of documents is the following:
Physical address: Matrix Corner, Howick Close, Waterfall Park, Midrand, 1685, for the attention of the Managing Director.
We will send any notice or legal process relating to the Agreement to the address you provided when you entered into the Agreement with us, as amended by you from time to time.
- 13.7. If the whole or any part of a provision of this Agreement is void or voidable either by you or by MiX Telematics or unenforceable or illegal, the whole or that part (as the case may be) of that provision, will be severed, and the remainder of the Agreement will have full force and effect, provided such severance does not alter the nature of the Agreement between you and MiX Telematics.
- 13.8. This Agreement is governed by the laws of the Republic of South Africa.

14. MORE ABOUT US

- 14.1. MiX Telematics Africa Proprietary Limited, is a private company incorporated in accordance with the companies' laws of the Republic of South Africa, with registration number 2004/019797/07.
- 14.2. MiX Telematics is a member of the Private Security Industry Regulatory Authority (PSIRA) whose details can be found at www.psira.co.za and the Motor Vehicle Security Association of South Africa (VESA) whose details can be found at www.vesa.co.za.
- 14.3. A list of office bearers can be found at recoveryprotect@mixturematics.com.
- 14.4. Our physical address is Matrix Corner, Howick Close, Waterfall Park, Midrand, 1685 and you can contact us by sending an email through the www.mixrecoveryprotect.co.za website. Our facsimile and phone numbers are: Fax no: (011) 654-8122 and Tel no: (011) 654-8000 / (011) 654-8191.
- 14.5. Our website address is www.mixrecoveryprotect.co.za.

ACCEPTANCE OF TERMS AND CONDITIONS

I, the undersigned, hereby confirm that I have read and understood the MiX Telematics Terms and Conditions and I agree thereto without any amendments.

SIGNATURE.....NAME AND SURNAME.....DATE.....
Signed for and on behalf of the Customer (who warrants his/her authority hereto)