

TERMS AND CONDITIONS

1. INTRODUCTION

The Client has elected to purchase from the Service Provider the Services and/or the Equipment and the Service Provider has agreed to provide the Services and/or the Equipment to the Client in accordance with the terms and conditions of this Agreement.

2. PROVISION OF THE SERVICES

Subject to the terms and conditions of this Agreement and for the duration of this Agreement, the Service Provider shall provide the Client with the Services and shall ensure that the Services are made available to the Client throughout the subsistence of this Agreement.

3. DURATION

This Agreement shall commence on the Activation Date of the Service and shall continue thereafter for an initial period of 24 months. Thereafter this Agreement will continue on a bi monthly basis, with either party being able to give the other 60 days notice of termination. Notice may not be validly given so as to be effective prior to the expiry of the Initial period.

4. DELIVERY

On delivery and installation, should the Client have elected the Equipment as part of the Services in the Service Application Form, the Service Provider shall provide the Client with a Delivery and Installation Note, as the case may be. An authorised representative of the Client shall sign such a Delivery and Installation Note, as the case may be, and such Delivery and Installation Note shall constitute prima facie proof of delivery and installation of the Equipment as well as Activation of the Services as described in the Delivery and Installation note.

4.1 By its signature to the Delivery and Installation Note, the Client shall be deemed to have inspected the Equipment and such signature shall constitute proof that the Equipment was delivered and installed in a good and proper working condition and in accordance with all the provisions and specifications as detailed in the Service Application Form.

5. INSTALLATION

5.1 Should the Client elect the purchase and/or installation of the Equipment as part of the Services in the Services Application Form, the Service Provider shall install such Equipment at the Client's premises prior to Activation of the Service. Whilst the Service Provider shall make every reasonable effort to meet the installation date as stipulated by the Client, it is recorded that the installation date requested by the Client is a provisional date only. The Service Provider shall not be responsible for any consequences of delay nor be liable for any damages (including direct, indirect and/or consequential damages), costs or expenses whatsoever which the Client may incur or suffer if installation on such installation date is not met, but subject thereto that actual installation shall not be later than 90 (ninety) days from said installation date. Should the Service Provider fail to install the Equipment within 30 (thirty) days from the installation date, the Client shall have the right to cancel this Agreement in writing with immediate effect in which event neither party shall have any claim against the other party.

5.2 The Client shall allow the Service Provider and/or its approved representatives reasonable access to the premises in order to allow the Service Provider and/or its approved representatives to install the Equipment and to carry out such work to the Equipment, from time to time, as the Service Provider may deem necessary in its discretion.

6. RISK AND OWNERSHIP

6.1 Unless purchased by the Client, the ownership and risk of the Equipment shall, notwithstanding delivery and installation thereof to the Client, at all times remain vested in the Service Provider.

7. PAYMENT TERMS

7.1 In consideration for the rendering of the Services by Service Provider to the Client, the Client shall pay the charges to the Service Provider as per the Billing Run which will include monthly in advance per extension charges, without any set-off or deduction, within a period of 30 (thirty) days from the date of the Service Provider's invoice in respect thereof.

7.2 The Client hereby agrees that should any amount payable not be paid on due date, any and all amounts payable to the Service Provider shall immediately become due and payable without any notice of whatsoever nature, notwithstanding that any amount may, as at that date, not yet be due. The Client shall pay interest on all overdue amounts at a rate of 2% (two percent) above the prime overdraft rate charged by First National Bank from time to time.

8. VALUE-ADDED TAX

8.1 The charges in terms of this Agreement are exclusive of value added tax.

8.2 The Client shall be liable for and shall pay all amounts of Value-Added Tax, payable from time to time in respect of this Agreement, or any other form of tax that may be imposed and be payable in place of such Value-Added Tax, or in addition thereto.

9. SET-OFF

9.1 The Client shall not be entitled to set-off any amount/s that may be owing to it by the Service Provider against any amount it owes or may owe the Service Provider in terms of this Agreement.

10. CLIENT ACKNOWLEDGEMENT

The Client acknowledges and agrees that -

10.1 the quality of the Services provided by the Service Provider and the coverage available to the Client shall be limited to that provided by the Network Operators in the case of mobile devices monitored where we are reliant on the networks for call data records and may be affected by factors beyond Service Provider's control; and

10.2 if for any reason the Agreements between the Service Provider and the Network Operators are terminated resulting in the inability of the Service Provider to provide the Services, then the Client shall have the right to cancel this Agreement in writing with immediate effect and shall not hold the Service Provider, any of its employees, directors, representatives or Channel Partners liable for any loss or damage incurred as a result thereof; and

10.3 should the Client elect the installation of the Equipment as part of the Services in the Services Application Form, the Client is responsible for the safekeeping and the supply of appropriate environmental conditions stipulated by the Service Provider for any Equipment that is to be supplied by the Service Provider on the premises to which the Services is to be provided under the terms and conditions of this Agreement; and

10.4 the Service Provider may be required to make modifications to the Services and/or the Equipment to ensure that it adheres to the terms and conditions

10.5 the Tariff Plans provided by the Network Operators and as regulated by ICASA are subject to changes stipulated by Network Operators after approval by ICASA; which will be updated on our solution automatically to ensure accuracy of data and,

10.6 the subscription fees may be subject to annual CPI adjustments - to be revised as of the 1st day of March; and

10.7 All subscriptions are billed in advance and these fees will be subject to the pro-rata reapportionment for the first month following the Activation of the Services.

11. USE OF THE SERVICES

To ensure compliance with statutory and/or other regulatory provisions relating to the provision and use of the Services, the Client undertakes to -

11.1 comply with any reasonable instructions issued by the Service Provider which relate to the Client's use of the Services, the Equipment or any other related matters;

11.2 provide the Service Provider with all such necessary information which the Service Provider may reasonably require to install the Equipment, where applicable, and provision the Service; and

11.3 only use the Equipment which is supplied and approved by the Service Provider in writing for use with the Service.

12. SUSPENSION / DISCONNECTION

12.1 The Service Provider shall be entitled to suspend the Services (and in the Service Provider's discretion disconnect the Service from the Network Operators) in any of the following circumstances -

12.1.1 if the Client fails to comply with any of the terms and conditions of this Agreement (including failure to pay any charges due) , after having been given 14 days notice of its breach and its failure to remedy such breach until the breach (if capable of remedy) is remedied; or

12.1.2 if the Client does, or allows to be done, anything which in the Service Provider's reasonable opinion may have negatively affected or may in future negatively affect the operation of the Services.

12.2 Notwithstanding any Suspension of the Services in terms of this clause 12, the Client shall remain liable for all fixed monthly charges due hereunder throughout the period of Suspension.

12.3 The Client hereby indemnifies the Service Provider against any liability, loss, cost or damage suffered by the Client or other person resulting from the Suspension/Disconnection of the Services and/or Equipment.

12.4 The Service Provider shall be entitled in its sole and absolute discretion, having regard to the circumstances resulting in the Suspension or Disconnection, to charge a reasonable fee for the Disconnection or reconnection of the Equipment to the system.

13. EXCUSABLE EVENTS

The Client shall not have any claim against the Service Provider arising from any failure or delay in the performance of its obligations caused by an act of *force majeure* such as acts of God, fire, flood, strike, shortage of utilities, government action, laws or regulations, defaults, delays or discontinuance on the part of suppliers of goods and Services, or other circumstances or factors beyond the reasonable control of the Service Provider, and to the extent that the performance of obligations of the Service Provider hereunder, is delayed by virtue of the afore-going, any period stipulated for any such performance shall be extended.

14. LIMITATION OF LIABILITY

14.1 The Service Provider shall indemnify the Client and keep the Client fully and effectively indemnified on demand against any loss of or damage to any property or injury to or death of any person caused by any negligent act or omission or breach of this Agreement by the Service Provider, its employees, Channel Partners or subcontractors or by any defect in the design or workmanship of the Equipment.

14.2 Notwithstanding anything else contained in this Agreement, neither party shall be liable to the other party for loss of profits or contracts, loss of goodwill or for any special, indirect or consequential loss whether arising from negligence, breach of contract or howsoever.