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## User Agreement

*Track the ride, find the freedom*

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### 1. Recordal

1.1 The Subscriber requires certain GiTrack Units and GiTrack Services from GiTrack, and GiTrack has agreed to provide these to the Subscriber.

1.2 This Contract outlines the terms which will apply to the GiTrack Units and GiTrack Services provided by GiTrack to the Subscriber, regardless of whether this Contract has been signed by the Subscriber.

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### 2. Definitions and Interpretation

2.1 The words and phrases stated below will be used throughout the Contract. Each word or phrase will be assigned the following meaning:

- **2.1.1 "Application Schedule"**: The form which sets out the identity of the Subscriber, details of the GiTrack Service provided, the identity of the Vehicle, and the fees payable.
- **2.1.2 "Business Day"**: Monday to Friday, excluding weekends and public holidays (as per the Public Holiday Act, 36 of 1994).
- **2.1.3 "Contract"**: This agreement, the Application Schedule, the GiTrack User Manual, and related documents, and where applicable, any addendums.
- **2.1.4 "Data Subject"**: The individual or entity to whom the Personal Information relates.
- **2.1.5 "De-identified Data"**: Anonymized Personal Information and Vehicle Data that no longer identifies the Subscriber or any other person.
- **2.1.6 "Effective Date"**: The date when the GiTrack Unit is installed in the Vehicle.
- **2.1.7 "Emergency Contact"**: Person(s) nominated by the Subscriber to be contacted in case of emergency or if GiTrack cannot reach the Subscriber.

- **2.1.8 "GSM Network"**: The wireless network over which GiTrack Services are provided, where applicable.
  - **2.1.9 "Initial Period"**: The period of the Contract as stated in the Application Schedule.
  - **2.1.10 "GiTrack"**: GiTrack (Proprietary) Limited, including its employees, agents, contractors, and business partners.
  - **2.1.11 "GiTrack Control Centre"**: The centre where signals from the GiTrack Unit are monitored.
  - **2.1.12 "GiTrack Fitment Centre"**: An approved and authorized entity by GiTrack to install the GiTrack Unit.
  - **2.1.13 "GiTrack Privacy Policy"**: The document detailing how GiTrack collects and uses Personal Information.
  - **2.1.14 "GiTrack Service"**: The tracking, monitoring, and vehicle recovery services provided by GiTrack.
  - **2.1.15 "GiTrack Unit"**: The tracking device installed in the Vehicle.
  - **2.1.16 "Subscriber"**: The party to whom this Contract applies, as stated in the Application Schedule.
  - **2.1.17 "Vehicle"**: The vehicle stated in the Application Schedule for which the GiTrack Service will be provided.
  - **2.1.18 "Vehicle Data"**: Information processed during the GiTrack Service, including data from the GiTrack Unit.
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### 3. Agreement to Provide the GiTrack Service

3.1 The Subscriber agrees to contract with GiTrack for the GiTrack Service, and GiTrack agrees to provide the GiTrack Service to the Subscriber as outlined in this Contract.

3.2 In case of a voice-logged agreement, the terms of this Contract will apply to the GiTrack Service requested and provided.

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### 4. Duration of the Contract

4.1 The Contract will be for the Initial Period, commencing on the Effective Date unless terminated earlier as permitted by this Contract.

4.2 Upon expiry of the Initial Period, if the Subscriber does not confirm termination, the Contract will continue on a month-to-month basis.

Either Party may terminate the Contract with one (1) calendar month's written notice.

4.3 If the GiTrack Unit is purchased outright, the Subscriber may terminate the Contract at any time with twenty (20) Business Days' written notice.

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## 5. Substitute Vehicles and Additional Vehicles

5.1 The Subscriber may add or substitute a vehicle for the one covered by the GiTrack Service as directed by GiTrack.

5.2 If a Vehicle is added or substituted, the Subscriber will be liable for any additional fees, including removal or installation costs.

5.3 The terms of this Contract apply to any new or substituted Vehicle.

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## 6. The GiTrack Service, GiTrack Unit, and Warranties

6.1 GiTrack will provide the GiTrack Service for the duration of the Contract, provided the Subscriber fulfills their obligations.

6.2 The Subscriber must ensure the GiTrack Unit is installed at a GiTrack Fitment Centre or a prearranged location with GiTrack.

6.3 GiTrack will only provide the Service if the GiTrack Unit is installed by an approved centre.

6.4 The Contract starts on the Effective Date, but the GiTrack Service is contingent on the proper installation and functioning of the GiTrack Unit.

6.5 If the GiTrack Unit is purchased, ownership and risk pass to the Subscriber on the Effective Date.

6.6 If the GiTrack Unit is rented, ownership remains with GiTrack, but the risk passes to the Subscriber.

6.7 The Subscriber must notify GiTrack within 48 hours of any loss, damage, or theft of the SIM card in the GiTrack Unit.

6.8 GiTrack warrants that the GiTrack Unit will be free from defects in workmanship, design, and

materials for the Initial Period. If purchased, the unit has a 12-month warranty.

6.9 The Subscriber must not alter the GiTrack Unit; any tampering or misuse will void the warranty.

6.10 Maintenance or repairs covered under warranty will be performed at no cost by an authorized GiTrack Fitment Centre.

6.11 The Subscriber must ensure the GiTrack Unit is tested every six (6) months or after accidents or repairs.

6.12 GiTrack is relieved of its service obligations if the Unit is not functioning properly until the issue is resolved.

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## 7. GiTrack Service Fees

7.1 The Subscriber agrees to pay the fees associated with the GiTrack Service, including:

- One-time purchase or rental fees for the GiTrack Unit.
- Installation fees for the GiTrack Unit.
- Monthly service fees for the GiTrack Service.
- Additional charges for substitute vehicles or other services.

7.2 All fees will be invoiced monthly, and payments must be made by debit order on or before the 7th of each month, unless otherwise agreed.

7.3 GiTrack reserves the right to adjust fees annually, with one (1) month's prior notice. Subscribers may terminate the Contract if they do not accept the changes.

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## 8. Right to Terminate Prior to Expiry of the Initial Period

8.1 The Subscriber may cancel the Contract at any time, including if the Vehicle is sold or written off.

8.2 Termination requires twenty (20) Business Days' written notice, and the Subscriber must pay any outstanding amounts or reasonable cancellation fees.

## 9. Furnishing Information and Notices

9.1 The Subscriber confirms that all provided information is accurate.

9.2 In case of emergency, GiTrack may contact the Subscriber or Emergency Contact.

9.3 The Subscriber must notify GiTrack of any changes to their personal information in writing.

9.4 GiTrack will notify the Subscriber using electronic communication methods, including SMS, email, or phone.

9.5 If GiTrack cannot contact the Subscriber or Emergency Contact, GiTrack is excused from providing notice.

9.6 For legal notices, GiTrack's address is Central Park Offices, Block O, 16th Road, Randjespark, Midrand, and the Subscriber's address is as stated in the Application Schedule.

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## 10. Exclusion of Liability

10.1 The GiTrack Service reduces the risk of loss from vehicle theft or hijacking but does not guarantee recovery.

10.2 GiTrack is not liable for loss or damage caused by:

- GiTrack's inability to perform the service.
- Malfunctions of the GiTrack Unit.
- Issues with the GSM Network or interruptions, including GiTrack's negligence.

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## 11. Data Protection and Privacy

11.1 GiTrack collects and processes Personal Information to provide the GiTrack Service. The Subscriber agrees to provide necessary data.

11.2 GiTrack collects the following Personal Information:

- Name, surname, and contact details.
- Vehicle registration, make, and model.
- Location data and Vehicle Data.

11.3 GiTrack will take reasonable measures to process data according to its Privacy Policy and applicable laws.

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## 12. Access to Data

12.1 GiTrack will process the Subscriber's Personal Information for the term of the Contract.

12.2 Upon termination, GiTrack will delete the Subscriber's data within a reasonable time unless retention is required by law.

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## 13. Breach and Consequences

13.1 If the Subscriber fails to pay or breaches any term of the Contract, GiTrack may suspend the service.

13.2 GiTrack may terminate the Contract and recover outstanding amounts.

13.3 If GiTrack breaches the Contract, the Subscriber may terminate the Contract and claim damages.

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## 14. Force Majeure

GiTrack is excused from obligations if events beyond its control (e.g., natural disasters or technical failures) prevent service delivery.

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## 15. General

15.1 This Contract is governed by South African law. 15.2 If any provision is deemed unlawful, the remaining provisions remain in effect.

15.3 Any changes must be agreed to in writing by both Parties.

15.4 Failure to enforce any term does not waive the right to do so later.

15.5 The Subscriber may not transfer rights or obligations without written consent from GiTrack.