

**1. Definitions**

- 1.1. "Accident" – a collision with another vehicle, object or pothole that results in damage to one or more vehicle body panels which will require repair in a body shop or where the engine catches fire, or damage to the suspension, wheels or undercarriage, and it is clear to the Service Provider that the damage is of an insurable risk nature, irrespective of whether or not the car is insured.
- 1.2. "Activation Date" - the date of activation of the Protector Services.
- 1.3. "Agreement" - The agreement concluded between the Client and Cartrack in respect of the Services, which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant product package selected by the Client.
- 1.4. "Business Day" – any day other than a Saturday, Sunday or official Public Holiday in the Territory.
- 1.5. "Cartrack" – Cartrack (Pty) Ltd, its subsidiaries, affiliates and any entities appointed by Cartrack to perform the Services, and shall include references to the employees, agents, sub-contractors, Service Providers, suppliers and any independent contractors of Cartrack or such appointed entities.
- 1.6. "Client" – the individual whose details appear on the Protector Application Form.
- 1.7. "Cartrack App" – Cartrack's mobile device application.
- 1.8. "Crash Detection" – a trigger alert generated by a high impact event registered on the Unit, which is classified by the Unit as an Accident.
- 1.9. "Fee" – the monthly fee to be paid by the Client to Cartrack for the provision of the Services, whether the Services have been used or not.
- 1.10. "Protector Application Form" – the Application Form and any appendices attached thereto, or the Client's voice-logged contract as the case may be.
- 1.11. "Protector Benefits Table" – the benefits table set out herein recording, inter alia the benefits of the Services and the conditions and limitations applicable thereto. This table may be updated by Cartrack from time to time.
- 1.12. "Medical Emergency" – an accident or illness that requires immediate and / or urgent medical intervention.
- 1.13. "Service Provider" – a third-party service provider of Cartrack appointed to assist with the provision of the Services.
- 1.14. "Services" – the services as detailed in clause 3, subject to the limitations detailed in the Protector Benefits Table.
- 1.15. "Territory" – the Republic of South Africa.
- 1.16. "Vehicle" – the vehicle of a Client.

**2. General Terms**

- 2.1. Cartrack shall, subject to the terms and conditions recorded herein, grant the Client access to the Services as detailed in clause 3 below, in the Territory only, from the Activation Date.
- 2.2. The Client accepts responsibility for making all reasonable enquiries as to the suitability of the Services, the benefits of which are detailed online and contained in Cartrack product brochures and available to the Client on request.
- 2.3. The Services available are dependent on the product package selected by the Client. It is the duty of the Client to familiarise him/herself with the features and Service of their package.
- 2.4. Notwithstanding any other payment obligations that the Client may have in favour of Cartrack, the Client shall pay Cartrack the Fee monthly in advance by debit order. A pro-rata amount will be debited immediately for the remainder of the month. Thereafter, the Fee will be deducted by debit order on the selected debit order date.
- 2.5. Cartrack will increase the Fee by 10% each year for years 2 (two) and 3 (three), thereafter increases shall be at Cartrack's discretion and based on the prevailing Consumer Price Index.
- 2.6. This Agreement will continue indefinitely until terminated by twenty (20) Business Days' notice of cancellation in writing or any other recordable form from the Client to Cartrack. Cartrack may impose an administration fee in this regard, which fee may vary from time to time.
- 2.7. Should the Client have concluded this Agreement with Cartrack as a result of direct marketing, the Client may enforce its cooling-off rights in accordance with the Consumer Protection Act 68 of 2008 and cancel the Agreement within 5 (five) Business Days after the Agreement has been concluded, by written notice to Cartrack.
- 2.8. Cartrack reserves the right to terminate or suspend Services to a Client at any given time in the event of the Client being in breach of this Agreement, the Client's account being in arrears or should Cartrack be unable to continue the Services for any reason. In this event, notice will be given to the Client.
- 2.9. The Services are only applicable when the Service is requested through the designated Cartrack call centre or Cartrack App.
- 2.10. The Client confirms the completeness and accuracy of all the information on the Protector Application Form or otherwise furnished by or on behalf of the Client to Cartrack and shall update this information on a regular basis.
- 2.11. To the extent that it is required for the provision of the Services, the Client hereby grants Cartrack permission to access the Client's location-based GPS services via the Cartrack App. The Client also grants Cartrack full permission to disclose any personal information and/or data of the Client to employees, agents, contractors, Service Providers and suppliers of Cartrack who may be involved in the provision of the Services.

**3. Services**

- 3.1.1. As consideration for the Fee, and subject to the Client's product package, the Client will be entitled to the following Services:
- 3.2. Crash Detection
- 3.2.1. The Crash Detection Services are only applicable to Clients who have a Cartrack Unit fitted in their vehicle and subscribe to a Quick Gold or Quick Platinum package.
- 3.2.2. The Crash Detection Services will be activated when the Unit registers a Crash Detection alert
- 3.2.3. Cartrack will respond to the Client as soon as reasonably possible. Cartrack does not guarantee a response time and the Client acknowledges that assistance time in respect of the Services will vary depending on the request, location, traffic, road conditions, GPS signal, weather conditions and the demand for assistance at the time of request.
- 3.3. Roadside Assistance
- 3.3.1. The Roadside Assistance services are limited to 4 (four) incidents per vehicle per year.
- 3.3.2. Flat Battery: Cartrack will arrange to have the Client's vehicle jump-started if the vehicle breaks down at home or on the road. Vehicles will be towed to the closest, most appropriate place of repair or safety. This service will be arranged up to a 40km roundtrip.
- 3.3.3. Keys locked in Vehicle: Cartrack will arrange to open the Client's vehicle and retrieve the car keys. If Cartrack cannot resolve the problem at the scene, additional costs of towing or repairs are not included as part of the services and are for the Client's account. This service will be arranged up to a 40km roundtrip.

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- 3.3.4. Flat Tyre: Cartrack will arrange to have the tyre changed by using the Client's spare tyre. In the event that there is no spare tyre, Cartrack will arrange for the vehicle to be towed to the nearest approved repairer or fitment centre. These services are offered whether the vehicle breaks down at work, home or on the road. This service will be arranged up to a 40km roundtrip.
- 3.3.5. Run out of Fuel: Cartrack will supply up to 10 litres of fuel for the Client's account. This is limited to two incidents per annum. Additional fuel can be arranged at the Client's cost.
- 3.3.6. Mechanical and Electrical Breakdown: Cartrack will tow the vehicle to the nearest franchised dealer (if under warranty) or to the nearest repairer up to a 40km roundtrip.
- 3.3.7. Accident Tow: in the event of a motor vehicle collision, Cartrack will arrange for the vehicle to be towed to the nearest insurance-approved motor body repairer, up to a 40km roundtrip.
- 3.3.8. Mobile Mechanic Vehicle Breakdown Service: in the event of mechanical or electrical breakdown, a mobile mechanic will be dispatched. The costs for travel, labour and parts will be for the Client's own account and is payable by the Client to the Service Provider at the time of the incident. Service is subject to availability of a qualified Service Provider. Should a mechanic not be available to assist at the time of the incident, towing assistance will be provided.
- 3.3.9. Storage: Cartrack will arrange for the safe storage of the vehicle overnight or on the weekend where necessary. On the next working day, the vehicle will be relocated to the nearest approved dealer or repairer. Second tows will be for the Client's account (this excludes tows that are a continuation of the first tow due to a vehicle that was towed either after-hours, over weekends or on public holidays).
- 3.3.10. Transmission of Urgent Messages: Cartrack will relay messages of delay or changed arrangements to a nominated family member, employee or business colleague at the client's request.
- 3.3.11. Battery replacement costs, parts, repairs, labour costs, maintenance services overtime, cellular-phone charges, toll-gate fees, call-out fees, weekend levies, storage charges, hitching/salvage/recovery (defined as an insurable risk related to accessing the vehicle) fees, charges for assistance rendered by a private person or any service provider (unless that service provider is appointed by the call centre) and the cost of spare parts and such other goods are not included in the Fee and are for the Client's account.
- 3.3.12. No trailers, boats or caravans will be towed. Multiple tows where the Client requires a trailer, boat or caravan towed with the vehicle will be for the Client's account.
- 3.3.13. The additional per kilometre rate is subject to change in accordance with fuel price fluctuations.
- 3.3.14. The Client will be liable for any costs related to the breaking of window glass should there be no other way to gain access to the vehicle to tow.
- 3.3.15. Exclusions:
  - 3.3.15.1. If the vehicle is not in a roadworthy condition;
  - 3.3.15.2. If the vehicle is a motor home or large panel van;
  - 3.3.15.3. If the vehicle has a gross mass exceeding 3.5 tons;
  - 3.3.15.4. Taxicabs and limousines, Recreational Vehicles (RVs), camping trailers, travel trailers, or any vehicles in tow such as a truck tractor trailer and refrigeration units on trucks and trailers. (Unless otherwise specified);
  - 3.3.15.5. Service for any trailer which must be separated from the truck tractor.
  - 3.3.15.6. Service to vehicles with expired safety inspection sticker(s), license plate sticker(s), and/or emission sticker(s) where such stickers are required by law.
  - 3.3.15.7. Vehicles located at storage facilities.
  - 3.3.15.8. Cost of parts, replacement keys, replacement tyres, batteries, fluids, lubricants, cost of installation of products, materials, toll fees, and any additional labour relating to towing.
  - 3.3.15.9. Any fees relating to the dismount/mounting of a drive shaft.
  - 3.3.15.10. Tyre repair.
  - 3.3.15.11. Tyre replacement at any location other than a roadside disablement site.
  - 3.3.15.12. Cost of the replacement tyres and its installation.
  - 3.3.15.13. Any and all taxes or fines.
  - 3.3.15.14. Non-emergency towing or other non-emergency service including but not limited to mounting or removing of any tyres, snow tyres, off-road tyres, chains or similar items.
  - 3.3.15.15. Shovelling snow from around a vehicle.
  - 3.3.15.16. Service when a vehicle is snowbound in unploughed areas such as snow banks, snowbound driveways or curb side parking.
  - 3.3.15.17. Damage or disablement due to flood, fire, or vandalism.
  - 3.3.15.18. Vehicles located at a place of repair.
  - 3.3.15.19. Service on a vehicle that is not in a safe condition to be towed or serviced or that may result in damage to the vehicle if towed or serviced.
  - 3.3.15.20. Towing or service on roads not regularly maintained, such as sand beaches, open fields, forests, and areas designated as not passable due to construction, etc.
  - 3.3.15.21. Towing at the discretion of a law enforcement officer relating to traffic obstruction, impoundment, abandonment, illegal parking, or other violations of law.
  - 3.3.15.22. Towing for the purpose of disposal (e.g. salvage facility).
  - 3.3.15.23. Towing of a vehicle off a boat dock or marina unless such facilities are used for intermodal and ocean freight purposes.
  - 3.3.15.24. Transportation for the member to the vehicle for a service or from the vehicle to another destination after the service has been rendered.
  - 3.3.15.25. Services may not be requested from a dealer or repair facility.
  - 3.3.15.26. Service will not be rendered in the event of emergencies resulting from the use of intoxicants or narcotics, or the use of the vehicle in the commission of a crime.
  - 3.3.15.27. Repeated service calls for a vehicle in need of routine maintenance or repair.
  - 3.3.15.28. Services received independently without prior authorisation.
  - 3.3.15.29. Service while at scales/weigh bridges.
- 3.4. Hotel Accommodation and Car Hire Services Advice
  - 3.4.1.1.1. Cartrack offers discounted travel and car hire services that delivers best available rates to the Client, accessed through the call centre during working hours. The cost of accommodation, car hire and related fees are for the Client's account.
- 3.5. Emergency Medical Services
  - 3.5.1. Cartrack shall provide telephonic access to a team of dedicated nurses, paramedics and medical assistance service providers who will assist with a medical emergency and medical advice. The advice includes information on prescription medication, contra-indication of medicines, fevers, blurred vision, insomnia, headaches/ migraines, stomach ache, antibiotics, expired medication, treatment of abrasions, telephonic CPR, ear aches, allergies, women's/men's health, supplements and cramps.
  - 3.5.2. The advice and information are not diagnostic.
  - 3.5.3. The Client will be referred to a doctor should the nature of the call not be classified as a home remedy case.
  - 3.5.4. Emergency Medical Transportation - in the event of a Client's involvement in a medical emergency or Cartrack receiving a Crash Detection indicating an Accident, Cartrack shall arrange and coordinate the most appropriate method of emergency medical transportation. Beneficiaries will be transported, by road or air ambulance, to the nearest medical facility capable of providing adequate care.

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- 3.5.5. Should a Client hold medical cover through any other type of membership, insurance policy, medical scheme, benefit programme, service provider, RAF or workplace injury compensation fund. Cartrack will reserve the right to recover all costs incurred pertaining to the medical transportation from such other policy, medical scheme, service provider, compensation, fund or benefit.
- 3.6. Legal Assist, Advice and Access
- 3.6.1. The Client shall be entitled to the following legal services:
- 3.6.2. A 24-hour telephonic legal advice line;
- 3.6.3. A legal document service – The legal documents that will be provided include the following:
- 3.6.3.1. Small claim court kit
- 3.6.3.2. Lease agreement
- 3.6.3.3. Offer to purchase
- 3.6.3.4. Standard wills
- 3.6.3.5. Sale of motor vehicle contract
- 3.6.3.6. Acknowledgement of debt forms
- 3.6.3.7. Standard contracts of employment
- 3.6.3.8. Complaint forms of various statutory bodies (such as NHBRC and Ombudsman forms)
- 3.6.4. Thirty-minute free consultation – a free, initial 30-minute consultation should any matter require legal action. The Client will then be referred to a lawyer for a consultation. After the thirty-minute consultation, the Client may elect to continue with that specific lawyer's services at a fee structure agreed to between themselves and the lawyer. Such fees will be for the Client's account. This consultation facility is limited to one consultation per matter.
- 3.6.5. Legal Assist, Advice and Access services are limited to 4 (four) calls per year.
- 3.7. Bail Assistance
- 3.7.1. If arrested, the Client shall be entitled to telephonic legal advice.
- 3.7.2. The Client will be assisted in posting bail following arrest for a minor crime. This Service assists in exercising the member's legal right to request bail, however, the Client will still undergo the legal process under the law for whatever it is alleged that he/she has committed.
- 3.7.3. The maximum amount of bail that will be available to the Client is limited to R3 000 (three thousand Rand) per incident and will not be payable if the bail exceeds this amount.
- 3.7.4. If bail is granted and the Client fails to appear at court at the allotted time and date, he/she will be liable to Cartrack for the bail amount and legal costs incurred.
- 3.7.5. The bail will be paid directly to the courts or government body by way of cash to the applicable police department or via an attorney trust account.
- 3.7.6. The receipt for the bail payment must be given to the Service Provider appointed to assist the Client, or posted to Cartrack by registered mail within 24 hours of payment of bail, failing which a penalty of R500 will apply.
- 3.7.7. If the Client fails to appear at court on the appointed date, or appears but Cartrack cannot recover the bail loan for whatever reason, the Client will be liable to pay the Service Provider the amount of the bail plus any legal costs incurred.
- 3.7.8. No bail assistance will be provided where the crime of which the Client is accused is classified as one of the following:
- 3.7.8.1. Assault with Grievous Bodily Harm;
- 3.7.8.2. Murder or Attempted murder;
- 3.7.8.3. Rape;
- 3.7.8.4. Child abuse;
- 3.7.8.5. Child pornography;
- 3.7.8.6. Dealing in drugs;
- 3.7.8.7. Armed robbery or robbery with aggravating circumstances
- 3.7.8.8. Treason, sabotage or subversion;
- 3.7.8.9. The crime of which the Client is accused is classified as one contemplated in Part II or Part III of Schedule 2 of the Criminal Procedure Act, 51 of 1977;
- 3.7.8.10. The Issuing Authority is outside the Republic of South Africa;
- 3.7.8.11. The Issuing Authority is anyone other than an authorised police official as contemplated in Section 59 of the Criminal Procedure Act, 51 of 1977;
- 3.7.8.12. The Client's fees have not been paid
- 3.7.9. A claim has previously been paid under this Agreement where the member did not supply the service administrator with the receipt for the bail within 24 hours of the payment being lodged with the Issuing Authority and/or where the member did not appear in court as per the bail conditions.
- 3.8. Fine Secure Service
- 3.8.1. Cartrack will check the traffic fines database against any outstanding fines using the Client's identity number. It is the responsibility of the Client to ensure that it furnishes Cartrack with the correct identity number.
- 3.8.2. Fines are deemed to be issued once they are posted onto www.paycity.co.za. Only fines that are posted onto www.paycity.co.za will be checked. Other fines that are not posted onto www.paycity.co.za can be dealt with by Cartrack, however a written request must be sent to Cartrack, notifying Cartrack of these fines by the Client.
- 3.8.3. Upon detection of a fine, Cartrack will contact the Client. Cartrack will present the merits of the fine to the relevant traffic department and negotiate a discount. Any discount will be passed back to the Client.
- 3.8.4. The Client will remain liable for the fine and Cartrack will provide an invoice for payment of the fine.
- 3.8.5. This Service is limited to traffic fines issued within the Republic of South Africa and is limited to the Client's vehicle only, covering a maximum of 4 vehicles registered in the name of the Client.
- 3.8.6. The Client must not be in arrears in respect of and fees owed to Cartrack at the time of the fine being issued.
- 3.8.7. The Service does not include AARTO de-merit points reductions.
- 3.8.8. At the time of the fine, the Client must have complied with all legal and regulatory requirements of the Roads Act of South Africa and other such relevant legislation.
- 3.8.9. Cartrack shall not be liable for any incorrect issuing of fines and does not guarantee the performance of the traffic department or that a discounted rate will be given.
- 3.9. Licence Secure Service
- 3.9.1. A month before the Client's vehicle license expires, Cartrack will notify the Client of the pending renewal.
- 3.9.2. The Client shall be liable for the payment of the annual license renewal fee and any late renewal penalty fees.
- 3.9.3. The Service is only applicable to vehicles registered in the Client's name in Republic of South Africa.
- 3.9.4. Cartrack does not guarantee the performance of the license department.
- 3.9.5. The Client acknowledges that license renewals cannot be printed if the Client has other outstanding licenses or fines issued under his/her identity number.
- 3.9.6. It is the responsibility of the Client to ensure that an up to date residential address is provided for the delivery of the vehicle licence.
- 3.10. Pothole Cover
- 3.10.1. In the event of damage to the Client's vehicle or tyre as a result of a pothole on a road within the borders of the Republic of South Africa, Cartrack will submit a claim on behalf of the Client to the relevant municipality or authority for damage incurred whilst in their jurisdiction.

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- 3.10.2. The Client must report such damage and register a claim with Cartrack within 30 (thirty) Business Days from the date of incident. The Client will be required to submit photographs of the damage as well as the pothole which was the cause of such damage.
- 3.10.3. Should Cartrack not agree that there is a valid reason for repair of the damage or replacement of the tyre, the dispute may be referred to the PotholeCover Advisory Panel. The decision of the PotholeCover Advisory Panel will be final and binding on all the parties. The Client will be responsible for any costs incurred in referring a case to the Panel.
- 3.10.4. Any costs incurred from the Client being approached by an outside party, without written consent from Cartrack's Service Provider, will not be reimbursed.
- 3.10.5. The Client shall not be entitled to Services if at the time of the incident, the Client's account with Cartrack was in arrears.
- 3.10.6. At the time of the incident the Client must not be in breach of any legal or regulatory requirements of the Roads Acts of South Africa and other such relevant legislation.
- 3.10.7. The Service will not be available to the Client if:
- 3.10.7.1. The tyre tread depth is below the legal tread limit as stipulated by the National Road Traffic Act No 93 of 1996;
- 3.10.7.2. The tyres and/or rims are fitted to vehicles with more than 3,500 kg (GVM), or for racing, speed testing, reliability trails, and off-road activities.
- 3.10.7.3. The tyres and/or rims are fitted to taxis, buses, trailers, caravans, dispatch or courier services, driving tuition, commercial or agricultural vehicles and car hire vehicles;
- 3.10.7.4. Damage arises from theft, hijack or follows an accident, where the vehicle is covered under a comprehensive motor policy.
- 3.10.7.5. The cost of repair or replacement, if recoverable under any other insurance or warranty.
- 3.10.7.6. Any further or additional losses incurred as a result of the damage to the tyre.
- 3.10.7.7. Any physical damage to the vehicle arising from the damage to the tyres or rims.
- 3.10.7.8. Any claim arising out of wear and tear of the tyres and/or rims.
- 3.10.7.9. Any repairs undertaken without the prior authorisation of Cartrack.
- 3.10.7.10. Any repairs arising out of any motor vehicle accident, misuse or neglect.
- 3.10.8. Cartrack does not guarantee reimbursement from the relevant roads agency.
- 3.11. Road Accident Fund Assist
- 3.11.1. If the Client has been injured in a motor vehicle accident within the borders of the Republic of South Africa, the Client will receive free legal representation in order to assist the Client in submitting a claim against the Road Accident Fund.
- 3.11.2. Cartrack will appoint legal representation for the Client in respect of a Road Accident Fund claim, which will provide case administration and claims management services.
- 3.11.3. If required, the Client will be assisted with the following documents:
- 3.11.3.1. medico-legal reports;
- 3.11.3.2. loss of support reports;
- 3.11.3.3. actuarial reports for loss of earnings;
- 3.11.3.4. accident reconstruction.
- 3.12. Cartrack will limit its services where the assessor does not substantiate the merits of the case. If this is in conflict with the view of the Client or there is a material conflict between the Client's assessment and the assessors, the case will be referred to the RoadCover advisory panel for review.
- 3.13. Any costs incurred from the Client being approached by an outside representative, will not be covered under the Services.
- 3.14. The Client may get outside second opinions but the cost of these will not be covered by Cartrack.
- 3.15. At the time of the accident the member must comply with all the legal and regulatory matters required by the Acts governing the Road Accident Fund.
- 3.16. Cartrack does not guarantee a payment from the Road Accident Fund.

**4. All services are subject to the limitations set out in the Benefits Table below:**

Assistance Type	Benefit Entitlement	Limit
	Cover Type	
<b>Roadside Assistance</b>		
Roadside Assistance – Jump-start	Included	Call Out +40Km Roundtrip
Roadside Assistance – Tyre Change	Included	Call Out +40Km Roundtrip
Roadside Assistance – Locksmith	Included	Call Out +40Km Roundtrip
Roadside Assistance – Run out of Fuel	Cost of fuel will be for the beneficiary's own account	Call Out +40Km Roundtrip
Roadside Assistance – Minor Roadside Repairs	Included	X2 Incidents per annum
Transmission of Urgent Messages	Included	Free
Trade Tow – Call Out	Included	Call Out +40Km Roundtrip
Trade Tow – Second Tow	Included	Call Out +40Km Roundtrip
Accident Tow - Directed	Included	Call Out +40Km Roundtrip
Accident Tow – Second Tow	Included	Call Out +40Km Roundtrip
Additional KM Rate (over 40km)	Beneficiary's Own Account	
Extended Roadside Service – Courtesy Transport	Beneficiary's Own Account	
Extended Roadside Service - Accommodation	Beneficiary's Own Account	

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Legal Services		
24-Hour Telephonic Legal Advice Line	Included	
Standard Legal Document Service	Included	Letter of Demand, One Letter per Event
Direct Legal Consultation	Included	X1 Free 30-minute Consultation
Referrals	Beneficiary's Own Account	
Bail Advice	Beneficiary's Own Account	
Bail Assist	Included	R3000.00 per incident
Emergency Medical Services		
Medical Advice	Included	
Referrals to Crisis Lines and Medical Practitioners	Included	
Medical Response and Transportation	First attempt to recover claims from beneficiary's Medical Aid, Insurance Policy, RAF, COID etc. Alternatively, Cartrack will be held liable	Recovery Model
Hotel Accommodation Advice		
Call Centre will assist with Accommodation Arrangements	Included	Facilitation only – costs for bookings will be for the beneficiary's own account

**5. Disclaimers and Exclusion of Liability**

- 5.1. Cartrack does not make any representations or warranties in respect of the Services.
- 5.2. The Client is not obliged to use the Services, in which event Cartrack will not be liable for any costs incurred by the Client using third parties.
- 5.3. Cartrack shall not be liable for any consequential loss of any kind and accepts no liability for loss of or damage to a Vehicle or any of its parts or accessories while it is unattended, or while it is in the care of or under the control of any contractor or garage. Cartrack shall not be liable for any medical costs incurred, save for those expressly set out herein.
- 5.4. Cartrack cannot be held responsible for any delay or failure in providing Services whenever Cartrack or a Service Provider is directly or indirectly prevented or restricted from carrying out all or any of the Services by a cause beyond its control.
- 5.5. Cartrack shall not be liable in cases where the Unit has not classified an impact to be deemed an Accident or generated a Crash Detection Alert
- 5.6. Cartrack shall not be responsible for any mistakes, neglect, failure to respond or malpractice by Service Providers.
- 5.7. Cartrack reserves the right to refuse any Service or benefit under this Agreement where the Services are being abused, used fraudulently or are no longer valid.
- 5.8. Cartrack reserves the right to amend these terms and conditions from time to time. Any new version of the terms and conditions will be displayed on the Cartrack Website ([www.cartrack.co.za](http://www.cartrack.co.za)) together with the date on which it will become effective, which will never be less than thirty (30) days after the date on which it is first published. It is the Client's obligation to visit the Cartrack Website on a regular basis in order to determine whether any amendments have been made and the effective date thereof.
- 5.9. In addition to any other indemnities contained herein, Cartrack will not be liable for any loss, damage, death, injury, costs and expenses of whatsoever nature which a Client may suffer or sustain as a consequence of any act or omission by Cartrack or a Service Provider acting for and on behalf of Cartrack, notwithstanding any negligence on the part of Cartrack or a Service Provider, provided only that Cartrack is entitled in law to contract out of such liability.

Revision date: October 2020

Date	Signature
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