

## **MOBILE HAPPY BUTTON TERMS AND CONDITIONS**

### **1. DEFINITIONS**

- 1.1 "Accident" means damage to one or more body panels which will require repair in a body shop, as a result of a collision with another vehicle or object; where the engine catches fire, or where impact with a pothole, kerb or pavement results in damage to the suspension, wheels or undercarriage, and where 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" means the date of activation of the Happy Button Services.
- 1.3 "Business Day" means any day other than a Saturday, Sunday or official Public Holiday in the Territory.
- 1.4 "Cartrack" – shall mean Cartrack (Pty) Ltd and any entities appointed by Cartrack to perform the Service and shall include references to the employees, agents, sub-contractors, Service Providers, suppliers and any independent contractors of Cartrack or such appointed entities.
- 1.5 "Client" means the individual whose details appear on the Happy Button application form.
- 1.6 "Cartrack App" means Cartrack's mobile device application.
- 1.7 "Fee" means the monthly fee to be paid by the Client to Cartrack for the provision of the Happy Button Services.
- 1.8 "Mobile Happy Button Application Form" means the Application Form and any appendices attached thereto.
- 1.9 "Happy Button Benefits Table" means the benefits table set out herein recording inter alia the benefits of the Happy Button Services and the conditions and limitations applicable thereto –this table may be updated by Cartrack from time to time.
- 1.10 "Medical Emergency" means an accident or illness that requires immediate and / or urgent intervention.
- 1.11 "Service Provider" means a third-party service provider of Cartrack to assist with the provision of the Happy Button Services.
- 1.12 "Services" means the services as detailed in clause 3, subject to the limitation detailed in the Mobile Happy Button Benefits Table.
- 1.13 "Territory" means the Republic of South Africa.
- 1.14 "Vehicle" means the vehicle of a Client.

### **2 GENERAL:**

- 2.1 Cartrack shall, subject to the terms and conditions recorded herein, grant a Client access to the Services as detailed in clause 3 below, in the Territory only, from the Activation Date. The Client accepts responsibility for making all reasonable enquiry as to the suitability for purpose of the Services, the benefits of which are disclosed in product brochures which are available to the Client on request.
- 2.2 Notwithstanding any other payment obligations that a Client may have in favour of Cartrack, the Client shall pay Cartrack the Fee in advance on their bank account on a monthly basis by debit order. Cartrack will escalate the Fee by 10% upon each anniversary of the Activation Date for years two and three after the Activation Date and thereafter by a percentage based on the prevailing Consumer Price Index, only if deemed necessary by Cartrack.
- 2.3 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. Should the Client have concluded this Agreement with Cartrack as a result of direct marketing, the Client has the right to enforce its Cooling-Off rights in accordance with the Consumer Protection Act 68 of 2008.
- 2.4 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 shall be given to the Client.
- 2.5 The Services are only applicable when the service is requested through the designated Cartrack call centre or Cartrack App.
- 2.6 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.
- 2.7 The Client confirms the completeness and accuracy of all the information on the Mobile Happy Button Application Form or otherwise furnished by or on behalf of the Client to Cartrack and shall update this information on a regular basis. To the extent that it is required for the provision of the Happy Button 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 Mobile Happy Button Services.

### **3 SERVICES:**

As consideration for the Fee, the Client will be entitled to the following Services:

#### **3.1 Roadside Assistance**

- 3.1.1 Flat Battery: Cartrack will arrange to have the vehicle jumpstarted if the vehicle breaks down at home or on the road. Vehicles will be towed to the nearest most appropriate place of repair or safety. This service will be arranged up to a 40km roundtrip.
- 3.1.2 Keys locked in Vehicle: Cartrack will arrange to open the 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.
- 3.1.3 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 home or on the road. This service will be arranged up to a 40km roundtrip.
- 3.1.4 Run out of Fuel: Cartrack will arrange for fuel to be delivered to Client. 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.
- 3.1.5 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.
- 3.1.6 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.
- 3.1.7 Mobile Mechanic Breakdown Service: as a result 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 incident. Should a mechanic not be available to assist at the time of incident, towing assistance will be provided. Service is subject to availability of a qualified Service Provider.
- 3.1.8 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).
- 3.1.9 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.
- 3.1.10 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.
- 3.1.11 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.
- 3.1.12 The additional per kilometre rate is subject to change in accordance with fuel price fluctuations.
- 3.1.13 In the event of an Accident, the vehicle is to be towed to the closest insurance approved motor body repairer or elected panel beater from the scene of the Accident.
- 3.1.14 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.
- 3.1.15 The Client will not be entitled to service where:
  - 3.1.15.1 The vehicle is not in a roadworthy condition;
  - 3.1.15.2 The vehicle is a motor home or large panel van (weighing in excess of 3.5 tons);
  - 3.1.15.3 The vehicle has a gross mass exceeding 3.5 tons; or
  - 3.1.15.4 The vehicle is already at a place of repair

#### **3.2 Hotel Accommodation and Car Hire Services Advice**

Cartrack offers discounted travel and car hire services that delivers preferential rates to the Client which can be accessed through the call centre. The cost of accommodation, car hire and related fees are for the Client's account.

#### **3.3 Emergency Medical Services**

- 3.3.1 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.
- 3.3.2 The advice and information are not diagnostic.
- 3.3.3 The Client will be referred to a doctor should the nature of the call not be classified as a home remedy case.
- 3.3.4 Emergency Medical Transportation -in the event of a Client's involvement in a medical emergency, Cartrack shall arrange and coordinate the most appropriate method of emergency medical transportation. Beneficiaries will be transported to the nearest medical facility capable of providing adequate care, including transportation by road or air ambulance.
- 3.3.5 Should a Client hold medical cover through any other type of membership, insurance policy, medical scheme, benefit programme, service provider, RAF or WCC, 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.

#### 3.4 Legal Assist, Advice and Access

The Client shall be entitled to the following legal services:

- 3.4.1 A 24-hours telephonic legal advice line;
- 3.4.2 A legal document service;
- 3.4.3 A direct legal consultation service.
- 3.4.4 Free standard legal documents- legal documents that can be provided include the following:
  - 3.4.4.1 Small claim court kit
  - 3.4.4.2 Lease agreement
  - 3.4.4.3 Offer to purchase
  - 3.4.4.4 Standard wills
  - 3.4.4.5 Sale of motor vehicle contract
  - 3.4.4.6 Acknowledgement of debt forms
  - 3.4.4.7 Standard contracts of employment
  - 3.4.4.8 Complaint forms of various statutory bodies (such as NHBC and Ombudsman forms)
- 3.4.5 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.
- 3.4.6 Bail Assistance  
When arrested, the Client shall be entitled to telephonic legal advice. Any bail amount is not included and will be for the account of the Client. The bail amount will be returned to the Client by the State after the trial has been completed.

#### 4 DISCLAIMERS AND EXCLUSION OF LIABILITY

- 4.1 Cartrack does not make any representations or warranties in respect of the Services.
- 4.2 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 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.
- 4.3 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 Cartrack Protector Services by a cause beyond its control.
- 4.4 Cartrack shall not be responsible for any mistakes, neglect, failure to respond or malpractice by Service Providers.
- 4.5 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.
- 4.6 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 Web site on a regular basis in order to determine whether any amendments have been made and the effective date thereof.

- 4.7 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.