FUELTRACKER TERMS AND CONDITIONS

1. INTERPRETATION

In this Agreement:

1.1 Clause headings are for convenience and shall not be used in the interpretation of this contract.

1.2 Unless the context clearly indicates a contrary intention, an expression which denotes any gender includes the other genders, a natural person includes an artificial person and *vice versa*, the singular includes the plural and *vice versa* and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

1.3 "agreement" means this agreement, including the front page, as well as any other annexure from time to time incorporated by reference to this agreement.

1.4 "Contract period" means the period from the effective date for the duration of the contract as set out in clause 2 hereof.

1.5 "The Client" means the subscriber who is the person and/or company who have consented to the terms and conditions in this document.

1.6 "Effective Date" means the date of final signature of this agreement.

1.7 "HashData" means HashData (Pty) Ltd (Registration Nº 2013/166073/07).

1.8 "GSM Service" is the service rendered by a cellular service provider for transmitting data from the product to an authorised user's dedicated computer and/or cell phone.

1.9 "Satellite Service" is the service rendered by a satellite service provider for transmitting data from the product to an authorised user's dedicated computer and/or cell phone.

1.10 "Job card" means the certificate issued by a HashData installer certifying that the product has been successfully installed in the vehicle.

1.11 "Monthly subscriptions" or subscription charge" means the monthly rental, subscription and service charges payable in terms of this contract.

1.12 "Product" means the HashData range of products to be installed in the Clients' vehicle or software installed on the Clients personal computer.

1.13 "HashData Service" and/or "System" means the package of products and services as agreed between The Client and HashData, with reference to each individual version of the product.

1.14 "Territory" means the Republic of South Africa and Southern Africa.

1.15 "VAT" means Value added Tax payable in terms of the Value added Tax act No39 of 1991 (as amended).

1.16 "Vehicle" means the vehicle in which the product will be installed.

2. DURATION

This Subscription and Service agreement shall commence on the effective date and hereafter this Agreement will automatically be renewed on a month to month basis until a written notice of termination of this Agreement is received from the client at least 30 days prior to the requested termination date.

3. RECORDAL

HashData supplies a Device Installation / setup service / tracking and/or fleet management system to The Client. By signing this Agreement, The Client indicates that he/she tested the functionality of the system, and is satisfied with the specifications and performance of the system, and requested a Subscription and Service Agreement from HashData at the monthly fee as quoted by HashData and/or stated in this Agreement. The Client declares that no representation was made to him/her regarding the product or product functionality and/or performance other than those that was tested by The Client self. The Client declares that he/she is aware that no guarantees are supplied by HashData regarding system functionality.

4. SUBSCRIPTIONS

4.1. The Client acknowledges and agrees that all monthly subscription charges are payable in advance. Monthly subscription charges may be dependent on GSM network/satellite tariff increasing during the contract period. In the event of substantial GSM Network / satellite tariff increases forcing HashData to increase Subscription and Service tariffs outside standard escalations, HashData will inform The Client in writing at least 30 days prior to such increases.

4.2. Any amounts not paid timeously shall become payable, together with interest thereon and the penalties charged to HashData by the bank, from the date when the amount became due and payable, until the date of payment at 2% (TWO PER CENTUM) above the prime rate.

4.3. In the event that a third party is paying The Client's subscription, this shall in no way limit The Clients obligation to pay such subscription in the event of the third party failing to do so.

4.4. The Client may not withhold payment of any amount due in terms of this contract for any reason whatsoever and no extension of time for payment of any amount shall be binding unless agreed to in writing by HashData.

4.7. The Client is not entitled to set off any amount due to The Client by HashData against this debt. The Client agrees that a certificate issued and signed by any director or manager of HashData or its duly appointed auditors from time to time, whose authority need not be proved, shall be *prima facie* proof of the indebtedness of The Client at the date of such certificate.

4.8. Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence or that the requirements of the Electronic Communications and Transactions Act 25 of 2002 have not been met.

4.9. The Client expressly agrees that no debt owed to HashData by The Client shall become prescribed before the passing of a period of 3 (THREE) years from the date the debt falls due.

4.10. HashData reserves the right to increase the device costs, device installation, setup and subscription from time to time. The client will be provided with 30-day's notice prior to the increase of subscription fees.

5. ADDITIONAL CHARGES

5.1. The Client shall be liable for all additional charges in respect of travelling, accommodation, maintenance and/or de/re-installation of the product, if applicable.

5.2. In the event that The Client utilises the international roaming facility, he will be liable for the additional costs incurred by GSM voice/SMS/GPRS transmissions made while outside of the territory, and The Client hereby authorizes HashData to directly debit his/her account with any such additional charges.

6. HASHDATA'S RESPONSIBILITY

6.1. Whilst every care will be taken by HashData in the installation of the product, no liability of any nature whatsoever shall be assumed by HashData in respect of there being any damage to the vehicle and/or personal computer as a result of such installation of the product in the vehicle or on the pc, prior to or after installation, unless noted on the HashData job card.

7. CLIENT'S RESPONSIBILITY

7.1. The Client hereby undertakes that it will at all times during the duration of this Agreement perform in terms of the terms and conditions set out in this Agreement.

8. INSTALLATION & MAINTENANCE

8.1. No installation of HashData products will commence before HashData received a Duly authorised and signed Purchase Order and/or duly authorised and signed copy of this Subscription and Service Agreement. The Client will ensure that an authorised person is available on site during the installation and/or maintenance of products to sign off said installations and/or maintenance on the official HashData *Job Card*. By signing the Job Card, the Client confirms that the Client inspected and approved the installation and/or maintenance, and that HashData will not be held liable for any faulty installations and/or maintenance or any claims by The Client arising out of said installations and/or maintenance. In the event of no one being available on site to check and sign off installations and/or maintenance, HashData will not be held liable for any faulty installations and/or maintenance or claims by the Client arising out of said installations and/or maintenance. Where vehicles are fitted on The Client's premises access to lighting and a power supply must be provided with suitable working conditions. Each vehicle will be required for a period of at least two hours for installation and one hour for maintenance.

8.2. If the Client schedules a vehicle for installation and/or maintenance and the vehicle is not available at the scheduled place and time for whatever reason, the HashData technician will wait a maximum of 30 minutes. If the scheduled vehicle is still not available after 30 minutes, the HashData technician will withdraw to attend to other scheduled appointments. It is then the Clients responsibility to schedule a new appointment regarding the applicable vehicle. If the Client schedules a vehicle for installation or maintenance and the vehicle is not available as scheduled, HashData reserves the right to charge the Client for the callout and travelling cost at standard rates.

9. OPERATION IN TERRITORY

9.1. The Client acknowledges that the product will only be able to operate in the territory, in the event that a GSM network of the GSM service provider is available and obtaining a signal in the area where the vehicle is being operated. International roaming may be activated on request at the agreed additional expense of the Client.

10. INDEMNITY

10.1. The Client hereby indemnifies HashData and holds it harmless against all liabilities, loss, damage and costs which The Client may suffer, sustain or incur by reason of any act or omission on the part of

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HashData or any of its principals, officers or employees in respect of the provision, installation or maintenance of the Tracking System or any defect in the Tracking System during the duration of this Agreement.

11. ORDERING OF ADDITIONAL PRODUCTS

The Client acknowledges and agrees that all additional HashData products ordered by the Client after the effective date will be supplied and/or installed by HashData according to the same Terms and Conditions as contained herein from date of purchase/installation of products, except where specifically agreed and stated otherwise.

12. SUSPENSION AND TERMINATION OF HASHDATA SERVICE

HashData may, at any time, without notice and without incurring any liability whatsoever, suspend the HashData service to the Client either in whole or in part, in the event of any one or more or all of the following occurring:

12.1 Technical failure of the GSM or satellite service network and/or its reporting structures or modifications/maintenance to the GSM or satellite service network by the service provider/s.

12.2 Due to any Government and/or regulatory authority requirement.

12.3 The GSM or satellite service provider ceasing to make the network available to HashData or if it stops trading for any reason whatsoever.

12.4 In the event of The Client failing to pay monthly subscription and service fees as scheduled and agreed, HashData reserves the right to terminate ALL services to The Client with regard to applicable HashData products within 7 days of non-payment, including data/information transmission, and/or to institute legal action at the Client's cost.

12.5 HashData is prevented from rendering the HashData service due to force majeure.

12.6 With immediate effect and without prior notice and without liability accruing to HashData, in the event of The Client utilizing the system in any manner deemed by HashData in its sole and absolute discretion to be inappropriate (and The Client hereby indemnifies and holds HashData harmless against any claim that may arise against HashData as a result of such improper use of the system). Suspension will also follow automatically, further, if The Client or authorised user abuses the system.

13. CESSION AND DELEGATION

The Client may not delegate, cede and/or in any other way deal with the product and/or this contract without HashData's prior written approval.

14. BREACH OF CONTRACT

12.7 In the event of any party to this Agreement failing to fulfill an obligation imposed upon him in terms of this Agreement, and remaining in default in respect thereof after having received written notice requesting compliance for a period of 14 (Fourteen) days of the date of receipt thereof (or such extended period as may be reasonable in the circumstances) the innocent party shall be entitled at his election:

12.7.1 to cancel this Agreement subject to the condition that this right may only be exercised in cases where the breach of contract is material; or

12.7.2 in the alternative to sub-paragraph 17.1.1, to enforce specific performance of the obligation in question, and to claim such damages as he may have suffered in consequence of his having exercised either of the aforementioned remedies

12.8 The rights granted in terms of this paragraph are without prejudice and additional to any other rights, which a party may be, entitled to in terms of this agreement or in Law.

15. WARRANTY

All hardware products (excluding batteries) are warranted by HashData against defects in material and workmanship for a period of 12 (twelve) months. The warranty period shall commence on installation. This warranty shall not apply to defects resulting from improper or unauthorized installation and/or maintenance and/or misuse and/or tampering and/or interfacing; unauthorized modifications; operating the product outside of the prescribed environmental specifications; normal wear and tear. This warranty shall not include traveling or shipment to and from The Client. All traveling or shipment expense will be charged to The Client.

16. DOMICILIUM CITANDI

For all purposes of this Agreement and the service of a legal process the parties choose the addresses indicated on page 1 of this Agreement as their respective *domicilia citandi et executandi*.

17. GENERAL

17.1. This Agreement constitutes the sole and exclusive Agreement between the parties with regard to this matter.

17.2. No amendment, amplification or consensual cancellation of this Agreement shall be of force, unless reduced to writing and signed by the parties or their agents duly authorized thereto in writing.

17.3. All the terms and conditions of this Agreement shall be deemed to be material.

17.4. Any relaxation, indulgence, extension or waiver which one party may grant or extend to the other, shall in no way affect or prejudice the rights of the former under this Agreement or in any way be regarded as a waiver or novation of the former's rights in terms of this agreement.

17.5. In the event that HashData institutes any legal proceedings of any nature whatsoever against The Client arising out of this agreement, The Client shall be liable to pay all the legal expenses of HashData on the attorney and own client scale, including but not limited to any tracing fees, collection charges, valuation fees, stamp duties or any other costs HashData may incur in respect of such an action. The parties hereby consent to the jurisdiction of the Magistrate's Court in respect of any proceedings arising from these terms and conditions, irrespective of the amount claimed and/or the value of the goods involved in such proceedings.

17.6. The Client agrees that HashData will not be required to furnish security in terms of Rule 62 of the Rules of Court of the Magistrate's Courts Act, Act 32 of 1944 or in terms of Rule 47 of the Supreme Court Act, Act 59 of 1959.

17.7. Any document shall be deemed duly presented to and accepted by The Client:

17.7.1. Within 5 days of prepaid registered mail to any of The Client's business or postal addresses or to the personal address of any director, member or owner of The Client; or

17.7.2. Within 24 hours of being faxed to any of The Client's fax numbers or any director, member's or owner's fax numbers; or

17.7.3. On being delivered by hand to The Client or any director, member or owner of The Client; or

17.7.4. Within 48 hours if sent by overnight courier or

17.7.5. Within 7 days of being sent by surface mail; or

17.7.6. within 24 hours of being e-mailed to any e-mail address provided by the Client

17.8. The Client hereby consents to the storage and use by HashData of the personal information that it has provided to HashData and/or an insurance broker and/or an intermediary for establishing its credit rating and to HashData disclosing such information to credit control companies, banks and other institutions involved in rating credit. The Client agrees that HashData will not be held liable for the good faith disclosure of any of this information to such third parties and that no further specific consent needs to be obtained for the transfer of such information to a specific third party

17.9. Each provision of this Agreement is severable from the other provisions. Should any provision be found to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall nevertheless remain binding and continue with full force and effect.

17.10. Any order is subject to cancellation by HashData due to acts of God or any circumstance beyond the control of HashData, including (without restricting this clause to these instances): inability to secure labour, power, materials or supplies, war, civil disturbance, riot, state of emergency, strike, lockout, or other labour unres

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