

Asset and personal tracking Terms and Conditions

You agree that you cannot change the terms and conditions and that no statement or representation (oral or written) of any sales/rental agent, distributor, representative or employee of Legratron made to you can change the Ts&Cs.

Agreement Terms. The LEGRATRON Service Agreement (“**Agreement**”) between you and LEGRATRON PTY Ltd (for convenience referred to as “**LEGRATRON**”) consists of (i) the specific terms of the service plan(s) to which you have subscribed to at any given time (including the plan’s pricing and usage and the terms and conditions applicable to the particular services included in the service plan, all as described in the applicable plan) (collectively, “**Service Plans**”), (ii) these General Terms and Conditions (“**General Terms**”), and (iii) any other writings or documents that the applicable Service Plans or these General Terms state is part of the Agreement, all of which are incorporated herein by this reference.

Contract Term. You agree to remain as a subscriber for: (a) the minimum period stated in your Contract Service Plan, (b) for Short Term Rental Plans (if not otherwise provided in the applicable Contract Service Plan), the minimum period of time you select when ordering a Contract Term Rental Plan and any additional time you elect to add to your Short Term Rental Plan by contacting LEGRATRON and complying with any requirements of LEGRATRON relative to such extension, or (c) if no Term is specifically stated in your Service Plan and if you have not selected a Contract Term, a term of twelve (24) months starting on the date of service activation. Available Service Plans may include: (i) an annual plan with prepayment monthly prior to each month of Services (“**Monthly Prepaid Plan**”), (ii) an annual plan with prepayment for the entire year prior to each year of Services (“**Annual Prepaid Plan**”), (iii) a short term plan with prepayment for the entire term prior to commencement of Services (“**Short Term Service Plan**”), or (iv) a short term rental plan with prepayment for the entire rental term prior to commencement of Services (“**Short Term Rental Plan**”), all as further described in the applicable Contract Service Plan.

Renewal

Renewal of contracts. At the end of the Initial term, the plan will automatically renew for additional one year terms, with terms similar to the Monthly Service Plan at rates and charges that may be higher than the rates and charges during your Initial plan term or the prior, provided LEGRATRON has given you 30 days’ notice of the increased rates and charges and you have not exercised your right to terminate the Service Plan at the end of the Initial Plan Term or any Renewal Term. Charges for any renewal term will be billed and paid monthly in advance.

Cancellation by You. To cancel your Service Plan that is a Monthly Prepaid Plan or an Annual Prepaid Plan at the end of the Initial Plan Term, you must notify LEGRATRON by calling customer service center 30 days prior to the end of your Initial Plan Term. During any Renewal Term, you may terminate your plan effective at the end of such Renewal Term provided you give notice to LEGRATRON by calling the customer service center at least 30 days prior to the end of such Renewal Term. In addition to your termination rights provided above, if at any time LEGRATRON gives notice to you in the manner provided (i) of a change to the Agreement which you do not accept, you may terminate a Monthly Prepaid Plan or an Annual Prepaid Plan effective at the end of a service month by providing notice of termination to LEGRATRON by calling the customer service center within 30 days of LEGRATRON notifying you directly of the change or LEGRATRON posting the change on the LEGRATRON website, as applicable (i), provided it is understood and agreed that the earliest possible effective termination date as a result of a rate increase to take effect immediately following the Initial Plan Term is the end of the Initial Plan Term. If you have selected a Short Term Rental Plan, your reservation for a LEGRATRON Product may be cancelled at any time prior to shipment of the LEGRATRON Product to you by contacting LEGRATRON; thereafter, the Short Term Rental Plan may not be cancelled. Subscribers on monthly payment plans will be billed immediately for all remaining amounts due should they cancel their Service Plan prior to the expiration of its Initial Plan Term. Notwithstanding anything in the Agreement to the contrary, if you have selected a Short Term Service Plan, your Service Plan may not be cancelled once the LEGRATRON Product has been activated. **PLEASE NOTE THAT CANCELLATION FEES MAY APPLY.**

Suspension or Termination by LEGRATRON.

LEGRATRON may suspend this Agreement and the provision of Services to you without notice and without terminating this Agreement if LEGRATRON determines that your usage endangers people or property, your usage is in violation of applicable law or this Agreement or if your payment is returned or rejected.

If you fail to pay any sum due for any Services or equipment purchased or rented from LEGRATRON, or violate the terms, conditions, laws, rules or regulations governing the use of service, LEGRATRON may reduce, suspend, or permanently terminate your Services and Service Plan, which reduction, suspension or termination

may be without prior notice. LEGRATRON may also terminate your Services and Service Plan if

- (i) LEGRATRON has not received your first payment by the due date on your first bill or payment is otherwise not made in a timely manner;
- (ii) LEGRATRON determines that you are using Services in a manner which might adversely affect LEGRATRON's service to others;
- (iii) a law enforcement agency notifies LEGRATRON that probable cause exists to believe that you have used or will use Services in violation of or to violate the law, and requests action to protect the public's health, safety or welfare;
- (iv) LEGRATRON determines that your application for Services included information that was fraudulent, false or materially incomplete;
- (v) another Service Provider notifies LEGRATRON that your LEGRATRON Product was determined to be associated or potentially associated with illegal or fraudulent use of service or disconnected from service for non-payment of, or owing unpaid, service charges.

If LEGRATRON suspends this Agreement and the provision of Services for non-payment, LEGRATRON may, at its sole option, reactivate services under a service plan upon payment by you in full of the past due amount, including any interest associated with the late payment, and LEGRATRON's then-current reactivation fee as published on the LEGRATRON website.

Acceptance of Agreement. Acceptance by you of the Agreement occurs upon the earlier of: (i) your acceptance of the Agreement electronically when selecting and ordering a Service Plan online, or (ii) your activation or use of the Services. The term of the Agreement begins when you accept the Agreement and ends when the Services are terminated pursuant to the Agreement.

Changes to Agreement.

(i) The current version of these General Terms and other applicable policies shall be available on the LEGRATRON website. The "LEGRATRON website" means the website located at <http://www.legratron.co.za>, which is comprised of various web pages, tools, information, content, and features operated by LEGRATRON. LEGRATRON may change the General Terms or other parts of the Agreement from time to time, provided that LEGRATRON will not increase the pricing for the Services set forth in a Service Plan during the

Initial Plan Term, unless you consent. When LEGRATRON makes changes (other than rate increases for the Services), LEGRATRON will give notice to you by posting the revised General Terms or other parts of the Agreement, including any applicable policies, on the LEGRATRON website. LEGRATRON may also notify you directly of a change, but LEGRATRON is not obligated to do so unless the change is a rate increase for the Services set forth in your Service Plan to take effect after the Initial Plan Term. You agree to visit the LEGRATRON website periodically and accept ongoing responsibility for being fully informed of the changing content of the LEGRATRON website, including, without limitation, changes in these General Terms and other parts of the Agreement. The earliest any rate increases for the Services shall be effective is immediately following the Initial Plan Term, provided LEGRATRON has given at least 30 days' notice of the rate increases; thereafter, LEGRATRON may make further rate increases which will be effective 30 days after LEGRATRON notifies you of same. Changes to any other terms and conditions, whether made during or following the Initial Plan Term, shall be effective on the date of posting on the LEGRATRON website. If LEGRATRON changes these General Terms or any other part of the Agreement in a way that is not acceptable to you, your sole recourse is to terminate the Agreement by calling the customer service center and requesting termination within 30 days after notification of the change, in the case of a rate increase for the Services set forth in your Service Plan after the Initial Plan Term, or within 30 days of the date the unacceptable change was posted to the LEGRATRON website, in the case of all other changes. Unless you call customer service within such 30 day period, you accept the changes and agree to abide by them by continuing to use the Services. Notwithstanding anything in this (i) to the contrary, if you have selected a Short Term Service Plan or Short Term Rental Plan, no changes to the General Terms or other parts of the Agreement will be effective during the term of your Short Term Service Plan or Short Term Rental Plan, as applicable.

(ii) You agree that you cannot change this Agreement and that no statement or representation (oral or written) of any sales/rental agent, distributor, representative or employee of Legratron made to you can change this Agreement.

Coverage. You may use your Legratron Product anywhere there is coverage (subject to any applicable restrictions due to local laws, licensing requirements and regulations). Coverage areas may change from time to time but typically includes virtually all of the SOUTH AFRICA and NAMIBIA and be different depending upon the specific Legratron product you are using. Please check the Legratron website for the current coverage areas for your specific Legratron product/service.

Payments. You agree to pay, on time, any applicable rates and charges, including, without limitation, activation, usage, cancellation, and disconnection fees, plus any applicable taxes, as provided in your Service Plan. The applicable currency for your region in which your Service Plan payments are due and payable will be specified. If your plan is a Monthly Prepaid Plan, Legratron will send a monthly bill for Services prior to each month of Services, and if your plan is an Annual Prepaid Plan, Legratron will send an annual bill for Services prior to the year of Services. If your plan is a Short Term Service Plan, payment will be due in full at the time of activation of the Legratron Product. If your plan is a Short Term Rental Plan, payment will be due in full at the time that you schedule your rental of the Legratron Product.

Late Payments. If your plan is a Monthly Prepaid Plan or an Annual Prepaid Plan, you agree to pay Legratron a late charge at Legratron's then-current late payment rate as published on the Legratron website if your bill is not paid within ten (10) days after the due date. Currently, the late payment rate is the lesser of (i) 1.5% per month or (ii) the maximum legal rate. Payments not received within ten (10) days after the due date will accrue interest from and after the due date through the date of payment and will be billed on subsequent invoices and statements. Legratron may refer delinquent accounts to attorneys and/or collection agencies. To the full extent allowed by law, you agree to pay or reimburse Legratron all of Legratron's collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by Legratron in exercising any of its rights under this Agreement.

Additional Services. Should you choose to purchase any optional "Tracking" Services as part of your initial Service Plan, you must use the additional Service in compliance with the Legratron User Guide and its normal transmission schedule as often as you wish provided that such use is for your personal, recreational, non-commercial use. You may not use the additional Service for the tracking of assets and/or personnel for commercial service to others unless previously authorized to do so by Legratron. Unauthorized commercial use of the Services will result in the additional charges specified in your existing Service Plan.

Limitations. Services utilize coordinates from the U.S. Government's GPS Satellite Constellation and its onboard GPS chip to determine your position and the L-band uplink (1610-1618.725 MHz). The Satellite Systems' availability is limited by the technology, environmental conditions and other factors that affect radio transmissions including limitations on the geographic satellite service coverage. Services may become limited or temporarily unavailable without notice from time to

time. Legratron does not own or control the service providers that operate the links between the satellite ground stations, including satellite antennas and supporting equipment, nor does Legratron own or control the GPS Satellite Constellation, and cannot be responsible for any Service interruptions or interference that are associated with those Satellite Systems or ground stations and the interconnecting networks. Further, Legratron does not own or control the telecommunications providers who receive the e-mail and short message service ("SMS") messages generated from Legratron Products, and is not responsible for any delays or lack of response by other telecommunications providers related to these messages. Satellite service is inherently subject to transmission and reception limitations caused by: (i) your location, including conditions that obstruct the line of sight between you and the Satellite Systems; (ii) the condition of the Satellite Systems, ground stations and other service provider equipment; (iii) the condition of your Legratron Product; (iv) weather conditions, atmospheric conditions, magnetic interference, and environmental conditions, and (v) other conditions beyond Legratron's or the Satellite Systems' control.

Unauthorized Movement. "Unauthorized Movement" is a LEGRATRON Service that may be available as part of, and as further described in, your Service Plan. For your safety and the safety of others, when using Unauthorized Movement, you agree not to use the asset's coordinates that are sent to you to track down the asset and attempt to regain possession of it. The asset being traced may be in a dangerous location or condition and any effort by you to track down the asset may result in damage to the asset and/or injury or death to you and others involved in tracking down the asset.

Additional Fees. Additional fees may apply for optional services that require Legratron to transmit messages from your Product to an external service provider. Such fees may be charged separate from the associated service or may be bundled within the total cost of the associated service and are subject to change from time to time. Such fees are non-refundable, and shall not be pro-rated should you subscribe to or terminate your optional service mid-term. Additionally, such fees may continue to be charged with each renewal unless cancelled by you. If you did not purchase the associated external service from Legratron, then it is your responsibility to ensure that your external service is current and active.

Software License. The software (including firmware) included in your Legratron Product is licensed to you, not sold. You are granted a limited, non-transferable, non-exclusive license to use the software in connection with your use of your Legratron Product in accordance with the Agreement. If your Legratron Product requires that you agree to a separate End User License Agreement, then you agree to be bound by the terms of the End User

License Agreement. This End User License Agreement can be found on the Legratron website.

Lost, Stolen or Destroyed Legratron Products. You are responsible for use by anyone else of your Legratron Product, and you will immediately contact Legratron or customerservice@legratron.co.za if your Legratron Product is lost, stolen or destroyed. You are responsible for the cost of replacing your Legratron Product and for all fees and charges incurred before you notify. Additionally, for any rented Legratron Product, the Service Plan will provide the charges you owe for any Legratron Product that is not returned on time, that is damaged upon return, and/or that is not functioning properly upon return.

Emergency Use. You may use your Legratron Product in case of emergencies. Legratron has contracted with a third party provider to provide SOS emergency monitoring services twenty-four (24) hours a day, seven (7) days a week and 365 days a year (currently, PTR, Limited) (the “**Emergency Services Provider**”). Provision of SOS emergency monitoring services is subject to the terms of this Agreement, including, without limitation. Legratron intends that the Emergency Response Team (**ERT**) will be available at all times; however, it is possible that at some times and some locations, the **ERT** will not receive your transmission or that your transmission will be delayed. The emergency responder(s) of the Emergency Services Provider shall determine when, how, even if, to conduct a search and rescue in accordance with their standard policies and procedures, subject to such constraints as operational limitations, available resources, technical feasibility, meteorological conditions, medical, safety concerns whether for you or the emergency responder(s), and/or other considerations. **In no event does the Agreement create a duty to rescue.**

SOS Monitoring. Legratron SOS Emergency Signals received, along with applicable registration data information provided by you to Legratron Product in connection with your registration for the SOS Service (the “**Registration Data**”) and available location coordinates identified by your Legratron Product signal (the “**Location Information**”), to the **ERT**. The **ERT** maintains a database of emergency responders in regions throughout the SOUTH AFRICA (the “**ERT Database**”), and provides SOS Emergency Signal monitoring twenty-four (24) hours a day, seven (7) days a week and 365 days a year. According to our agreement with the Emergency Service Provider, upon receipt of a SOS Emergency Signal, the Emergency Services Provider has agreed that **ERT** personnel will: i) contact, if available, the primary and secondary contacts identified by you in your Registration Data to attempt to validate the SOS Emergency Signal; ii) use the **ERT** database to identify appropriate emergency responder(s) according to available location coordinates; iii) contact the appropriate emergency

responder(s) and inform them of the relevant facts in GEOS’ possession (including your Registration Data information and/or location coordinates); iv) provide updates of location coordinates as available to the identified emergency responder. Legratron reserves the right to alter or modify the Emergency Services Provider and/or the terms of any agreement with any Emergency Services Provider, at any time. Legratron and the Emergency Services Provider have not agreed to take any steps other than those identified above, and Legratron and the Emergency Services Provider are released from all responsibility to take any further action whatsoever. In addition, Legratron is not liable for the performance or lack of performance of the Emergency Services Provider, the terms of performance of which are set forth in the Legratrons’ agreement with the Emergency Services Provider, and the Emergency Services Provider’s performance is subject to all terms and conditions set forth in such agreement. Should the Emergency Services Provider have reasonable cause to believe that an emergency condition does not exist, the Emergency Services Provider reserves the right to solely contact the primary and secondary contacts identified by you.

Additional Charges for SOS Emergency Transmissions and Recovery. You are solely responsible for any charges that may be assessed by emergency responders for either false SOS Emergency Signals and/or in relation to search and rescue activities, asset recovery resulting from you or your authorized users’ transmission of a SOS Emergency Signal. Should you deliberately or negligently misuse the SOS Emergency service, Legratron reserves the right to assess a fee in order to recoup their costs in relation to responding to such misuse. Negligent and deliberate misuse includes, but is not limited to, pressing the SOS button to “see if it works” or otherwise knowingly pressing the SOS button when no emergency situation exists. Should it be determined by Legratron that you have deliberately or negligently misused the Emergency service, Legratron shall, without further notice, bill you the appropriate fee and you shall be responsible to pay any such fee. Legratron recovery and the Emergency Services Providers shall have such other rights and remedies against you for such misuse as may be available at law, and you agree to indemnify, defend and hold harmless Legratron and the Emergency Services Provider and their affiliates, licensors, licensees, and suppliers and their respective directors, officers, shareholders, members, employees, representatives, and agents from any liabilities or penalties arising from such misuse.

False/Unauthorized SOS Signal. Please note that Legratron reserves the right to suspend all of the Services associated with your Legratron Product, if your Legratron Product sends false Unauthorized SOS notifications and you fail to take immediate action to prevent further false Unauthorized SOS notifications. If Legratron does suspend all of the Services associated with your Legratron

Product. you will be required to reset your Legratron Product and call Legratron Customer Service before all of the Services associated with your Legratron Product resume operation. Please note that you will continue to be billed and remain liable for all Services associated with your Legratron Product while such Services are suspended pursuant to Legratrons Terms and Conditions.

PLAN. Your Service Plan consists of the Services selected by you either when you activate your product or make a reservation to rent a product, as applicable, or any that you may add during your term. All services are pre-paid plans with charges for the services to be paid in advance.

SERVICE. You must at a minimum subscribe to a Legratron Basic Service plan, a Legratron Short Term Service Plan or Legratron Short Term Rental Plan (each, as identified on the Legratron website) to utilize your Legratron Product. You may also select additional bundled and/or optional services available to be part of our Service Plan. Not all additional bundled and/or optional services are available for a Short Term Service Plan or a Short Term Rental Plan. The services included in the Legratron Basic Service, Legratron Short Term Service Plan or Legratron Short Term Rental Plan, as applicable, for your Legratron Product and the additional bundled and/or optional services available to you, including the terms and conditions applicable to each, will be described in detail in your Service Plan. Collectively, the Legratron Basic Service, Legratron Short Term Service Plan or the Legratron Short Term Rental Plan, as applicable, and all of the additional and/or optional services included in your Service Plan are referred to throughout this Agreement as “**Services**”. Any Services referenced but not defined in these General Terms shall have the meaning set forth in the Service Plan.

Privacy, Data Protection. LEGRATRON is committed to maintaining your private information. In order to access the Services, you will be required to provide information about yourself (such as identification or contact details). You agree that any registration information you give to LEGRATRON will always be accurate, correct and up to date. You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the software and the Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to immediately notify LEGRATRON. LEGRATRON will keep your personal data confidential, provided however that LEGRATRON may provide such information, including your name, registration information, location and message history, to the Emergency Services Provider (currently PTR), emergency responders and immediate family members, and other Service Providers, and may disclose such

information as otherwise provided in this Agreement. LEGRATRON may also provide your information to any LEGRATRON Service Provider, such as Cellular Mobile Network Carriers, that is required for the LEGRATRON Service Provider to provide your service, including your name, registration information, location and message history, identity number. LEGRATRON may also share with third parties certain pieces of non-personal, aggregated information, meaning that information from many users is grouped together and is disclosed in such a way that it does not reveal the identity of any particular user, such as LEGRATRON User demographic data or LEGRATRON usage data for marketing, advertising or other business purposes. LEGRATRON may collect information about your transmissions, including location, to monitor service quality; however, LEGRATRON will generally not monitor the content of your Type & Send, pre-programmed SMS and/or e-mail messages to your contacts unless law enforcement requires or required by law or for security concerns for the contacts of others. Under the Shared Page feature, LEGRATRON may provide your tracking messages per your selections. LEGRATRON may provide your billing information to its parent company and subsidiaries if required for provision of the Services, or to a credit bureau in order to determine your credit-worthiness, or to a collection agency should your account become past due, or to the Emergency Services Provider, in the event that you deliberately or negligently misuse the SOS Emergency service. With the exception of information provided to PTR, aggregated information, and/or billing information, LEGRATRON will not sell or otherwise pass your personal information to third parties, except if required by law or pertinent to judicial or governmental investigations or proceedings or if LEGRATRON considers it necessary to do so to prevent risk of death or serious personal injury to you or others. You consent to the foregoing collection, use and disclosure of your personal information and to LEGRATRON’s collection, use and disclosure of your personal information. You also consent to the privacy policies listed at the LEGRATRON website <http://www.lgratron.co.za> pertaining to your use of the websites.

Authorized Users. You are solely responsible, and assume any liability, for any user authorized by you to utilize the LEGRATRON Product and/or the Services. You are also responsible for the compliance with this Agreement by your authorized users. In addition, you agree to pass usage instructions and Service Plan terms and conditions to all of your authorized users. Some optional services such as the **VEHICLE/FLEET TRACKING** Membership are only available to the primary, registered user. You must carefully read the applicable terms for any such optional/bundled service to see if restrictions apply.

Content License from You. You agree that you are solely responsible for (and that LEGRATRON has no responsibility to you or to any third party for) any content that you create, transmit or display while using the Services and any associated software and for the consequences of your actions by doing so. You acknowledge that the LEGRATRON messages may include your location information. You acknowledge and agree that by submitting, posting or displaying the content you give LEGRATRON a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, create derivative works of, translate, publish, publicly perform, publicly display and distribute any content which you submit, post or display on or through, the Services and any associated software. Furthermore, you agree that this license includes a right for LEGRATRON to make such content available to other companies, organizations or individuals as required for the provision of the services. In order to provide the services, LEGRATRON may be required to transmit or distribute your content over various public networks and in various media. LEGRATRON may also be required to make changes to your content if so required by the technical requirements of connecting networks, devices, services or media.

Please refer to our website for our full terms and conditions.

Legratron, Tracking, Our Business.

