

1. Definitions

- 1.1. “Agreement” - The agreement concluded between the Client and RapidTrack in respect of the Product and/or Service outlined in the Subscriber Application Form and any additions to such Subscriber Application Form, which agreement will be exclusively governed by these terms and conditions and the specific terms and features applicable to the relevant Product or Service (as contained in RapidTrack’s Product brochures), read together with the Subscriber Application Form and any appendices attached.
- 1.2. “Business Day” - Any day other than a Saturday, Sunday or official public holiday in South Africa.
- 1.3. “RapidTrack” – RapidTrack (Pty) Ltd and any entities appointed by RapidTrack to perform the Service and shall include references to the employees, agents, Sub-contractors, service providers, suppliers and any independent contractors of RapidTrack or such appointed entities.
- 1.4. “Client” – The Party whose details appear on the Subscriber Application Form and who has signed after being requested to read these terms and conditions which will govern the relationship between the Parties.
- 1.5. “Confidential Information” - Information that is identified (orally or in writing) as confidential or of such a nature that a reasonable person would understand such information to be confidential.
- 1.6. “Cooling-Off” – Means the right of the Client to rescind the Agreement if it originated from Direct Marketing as referred to in clause 3.6.
- 1.7. “Day; Week; Month” – Calendar day, week or month, respectively.
- 1.8. “Direct Marketing” – means where the Client has been approached by RapidTrack in an unsolicited manner as defined in the Consumer Protection Act No 68 of 2008.
- 1.9. “Fee” – The collective fees for providing the Service, either as a minimum term option or as a standard option specified on the Subscriber Application Form and payable monthly in advance by the Client to RapidTrack, together with any other bank or administrative charges incurred by RapidTrack under this Agreement.
- 1.10. “Recovery Service Provider” – RapidTrack’s appointed vehicle recovery service provider, which is currently Capital Air Reaction Services cc (registration number 2008/035377/23) and may change from time to time. The Recovery Service Provider undertakes to deliver a recovery service to the Client in the event of a vehicle being stolen or hijacked.
- 1.11. “Installation Centre” – A centre approved by RapidTrack for the installation of a fixed Unit.
- 1.12. “Intermediary” – A third party nominated by the Client.
- 1.14. “Loss” - The hijacking and/or theft of a Vehicle, in which event the Client is responsible for immediately notifying RapidTrack if the Client has a Unit with SVR.
- 1.15. “Product” – Each Unit and/or the value-added services selected by the Client on the Subscriber Application Form and any additional Products selected and/or added from time to time. Products vary in accordance with technology features.
- 1.16. “The Parties/Party” – RapidTrack and the Client; either RapidTrack or the Client.
- 1.17. “Price Table” – An indicative price list, available to the Client on request, setting out the ruling retail price for the Service, the Minimum term option amounts, the Products and ancillary charges which may be updated from time to time.
- 1.18. “Purchase Price” – The amount specified as the “Price” on the Subscriber Application Form.
- 1.19. “Roaming Costs” – Any GSM costs incurred when the Unit transmits messages via a GSM network when located outside the Territory.
- 1.20. “Service” – Means the provision by RapidTrack to the Client of Fleet Management Services (“FMS”) and/or Stolen Vehicle Recovery Services (SVR) through its Recovery Service Provider, as per the Product selected by the Client on the Subscriber Application Form.
- 1.21. “FMS” - Means the provision by RapidTrack to the Client of a real-time web-based system whereby the Client is able to position, monitor and obtain reports covering various aspects of driver and vehicle performance. This Service only applies where a GPS fleet management Unit is installed and is limited to the Territory, except if the Product specifically incorporates international data roaming, in which case the roaming data service will be provided in specified countries.
- 1.22. “SVR” - Means the provision of a vehicle recovery service to the Client whereby the Recovery Service Provider conducts the tracking and recovery operations in accordance with RapidTrack’s standard procedures to secure the Vehicle after receiving notification of a Loss by the Client. This Service is only applicable in the Territory and in countries where RapidTrack has an operational branch.
- 1.23. “Subscriber Application Form” – The face of this Agreement and any appendices attached.
- 1.24. “Term” – Where the Client has selected the standard purchase option, from and including the date of each Product installation to 00:00 on the last day of the month; where the Client has selected the minimum term option, from and including the date of each Product installation to 00:00 on the last day of the Minimum term option period stipulated in the Subscriber Application Form, which minimum term option period shall be deemed to be 36 (thirty-six) months from installation.
- 1.25. “Territory” – The Republic of South Africa.
- 1.26. “Unit” – The electronic device and ancillary equipment to be installed in a Vehicle at an Installation Centre, by an authorised RapidTrack representative in order for RapidTrack to provide the Service.
- 1.27. “Vehicle” – Any Vehicle or other asset of the Client which is the subject of this Agreement and in which a Unit is installed, the details of which appear either on the Subscriber Application Form or any appendix attached.

2. The Service

- 2.1. An authorised RapidTrack representative at a RapidTrack Installation Centre shall install the Unit into the Client’s Vehicle/s.
- 2.2. Where the Client has selected a Unit with SVR, with or without FMS, the following shall apply:
- 2.2.1. The Recovery Service Provider, will respond to each notification of a Loss and do all that it reasonably can to recover the Vehicle. The Client authorises the Recovery Service Provider to recover the Vehicle for the Client and, if necessary, after recovery, to remove the Vehicle from a dangerous location. If the Recovery Service Provider is under obligation, after securing the Vehicle, to deliver it to a relevant authority, the Recovery Service Provider shall do so. The recovery will, unless agreed otherwise by written or verbal notice to the Client, be rendered free of additional charge within the Territory and countries where RapidTrack has an operational branch. In the event that the Client requires a cross-border recovery, the Client will be responsible for the repatriation of the Vehicle and the cost thereof;
- 2.2.2. Neither RapidTrack nor The Recovery Service Provider guarantees that the SVR will lead to recovery. The Client acknowledges that the SVR is intended to reduce the risk of Loss, but will not eliminate such risk;
- 2.2.3 The Client shall, immediately or as soon as is practically possible, notify RapidTrack of any recovery request unintentionally generated (“False alarm”). The Client will be responsible for any false alarm and understands that such false alarm may lead to the relevant authorities or RapidTrack responding thereto and making wrongful arrests. Accordingly, the Client shall be responsible to repay all costs and any expense incurred by RapidTrack and hereby indemnifies RapidTrack against all claims or damages arising out of a false alarm.
- 2.3 Where the Client has selected a Unit with FMS, with or without SVR, the following shall apply:
- 2.3.1 The FMS features provided by RapidTrack to the Client are dependent on and limited to the Product selected by the Client and as indicated on the Subscriber Application Form and in the Product brochures; Secure 24-hour (twenty-four-hour) access to the web-based monitoring and reporting system shall be provided to the Client on the creation of a username and password; User support shall be provided by telephonic or email support desk.
- 2.3.2. RapidTrack provides its Clients with a free, 24-hour (twenty-four-hour) Unit testing service.
- 2.3.3. The Client accepts responsibility for making all reasonable enquiries as to the suitability for purpose of the Unit, the main features of which are disclosed in Product brochures which are available to the Client on request.
- 2.4 The Client shall benefit from ancillary services, including those provided by RapidTrack Insurance, the details of which RapidTrack will provide from time to time.

3. Terms and Conditions

- 3.1. This Agreement shall continue for the Term.
- 3.2. The Client (if the Client is a natural person) may cancel this Agreement in writing or in another recorded manner:
- 3.2.1. Upon the expiry of the Term without penalty or charge, subject to the Client remaining liable to RapidTrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
- 3.2.2. At any other time, by giving RapidTrack notice of 20 (twenty) Business Days, subject to the Client remaining liable to RapidTrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 3.4.
- 3.3. The Client (if the Client is a juristic person) may cancel this Agreement in writing or in another recorded manner: 3.3.1. By giving RapidTrack notice of 1 (one) month upon expiry of the Term, subject to the Client remaining liable to RapidTrack for any amounts owed in terms of the Agreement up to the date of cancellation; or
- 3.3.2. At any other time, by giving RapidTrack notice of 1 (one) month, subject to the Client remaining liable to RapidTrack for any amounts owed in terms of the Agreement up to the date of cancellation and subject to clause 3.4.
- 3.4. RapidTrack will impose a reasonable cancellation fee of R2950 per vehicle, should the cancellation be before the end of the Term. In this regard, if the Client is a Consumer, as defined by Section 1 of the Consumer Protection Act No 68 of 2008, then the cancellation fee shall be determined by taking into account the cost incurred by RapidTrack in the acquisition of the Client, which costs may vary from time to time. Should the Client not fall within the definition of a Consumer, then the cancellation fee shall be equal to the value of the remainder of the Client’s contract.
- 3.5. RapidTrack may cancel this Agreement 20 (twenty) Business Days after giving written notice to the Client of a material failure (i.e. non- payment or failure to comply with the obligations in terms of this Agreement) by the Client unless the Client has rectified the failure within that time.
- 3.6. Should the Client have concluded the Agreement with RapidTrack 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. In terms thereof, the Client may be entitled to cancel the Agreement within 5 (five) Business Days after the Agreement has been concluded, by written notice to RapidTrack. Should the Client exercise his/her Cooling-Off rights, then any payment that has been made to RapidTrack in respect of such Agreement will be repaid as follows:
- 3.6.1. Within 15 (fifteen) Business Days if no installation has been completed; or
- 3.6.2. Within 15 (fifteen) Business Days after the return of the Unit to RapidTrack if the installation has already taken place.
- 3.7. In the event that the Client finds the Unit defective or not of the standard described, the Client shall return the Vehicle to RapidTrack within 10 (ten) Business Days of fitment, at RapidTrack’s risk and expense, for RapidTrack to inspect the Unit installed in the Vehicle. Should the Unit be found to be defective, RapidTrack shall, at its discretion, replace the Unit or cancel the Agreement.

4. Renewal

- 4.1. RapidTrack will, not more than 80 (eighty) days and not less than 40 (forty) days before the expiry of the Minimum term option, notify the Client in writing or any other recordable form of the impending expiry date, including the notice of:
- 4.1.1. Any material changes that will apply if the Agreement is to be renewed or which may apply beyond the expiry of the Term; and
- 4.1.2. Any options available to the Client in terms of clause 4.2.
- 4.2. On the expiry of the Term, it will automatically be continued on a month-to-month basis, subject to the notice periods in clause 3 and any material changes of which RapidTrack has given notice (in terms of clause 4.1.1) unless the Client:
- 4.2.1. Directs RapidTrack to terminate the Agreement on the expiry date of the Term in terms of clause 3; or
- 4.2.2. Agrees to a renewal of the Agreement for a further period.

5. Fees

- 5.1. The Price Table, as contained in the Product brochures and updated from time to time, will be made available to the Client upon the Client's request.
- 5.2. The Client shall pay RapidTrack the Fee for the Service as set out in the Subscriber Application Form as revised from time to time as per this clause 5, monthly in advance by debit order on the Client's bank account.
- 5.3. RapidTrack reserves the right to debit on the Client's salary date and/or their preferred debit date, as provided by the Client. In the event that either payment date does not fall on a Business Day, the Client hereby agrees that RapidTrack may debit the Client's bank account on the preceding Business Day.
- 5.4. In the event that the Client's debit order is returned for any reason whatsoever, RapidTrack reserves the right to change the date on which debit orders are processed.
- 5.5. The Client shall pay RapidTrack for additional ad-hoc Services such as Roaming Costs within 30 (thirty) days of receipt of an invoice from RapidTrack. The Client agrees such costs reflected on an invoice received from RapidTrack shall be considered a true reflection of the costs incurred by the Client and the Client shall not withhold payment for any reason whatsoever.
- 5.6. The first Fee and the Purchase Price, if applicable, shall be paid upon installation of the Unit.
- 5.7. RapidTrack will increase the Fee by 10% each year for years 2 (two) and 3 (three) of the Term, thereafter increases shall be at RapidTrack's discretion and based on the prevailing Consumer Price Index.
- 5.8. RapidTrack shall provide the Client with written notice of not more than 80 (eighty) days nor less than 40 (forty) days before each annual Fee increase stating the increased amount and the effective date.
- 5.9. The Client agrees that the proportion of the Fee which relates to foreign currency input costs, may be subject to change at RapidTrack's discretion, based on the foreign exchange rate at any given time and/or any price changes effected by third-party service providers. Accordingly, RapidTrack shall provide the Client with 30 (thirty) days written notice of any such changes in the Fee.
- 5.10. All amounts outstanding in terms of this Agreement shall bear interest from the due date until payment at the maximum rate permitted by law.
- 5.11. Where the Fee, by direct or indirect agreement between the Client and the Intermediary, is to be paid to RapidTrack by the Intermediary and the Intermediary fails to pay any Fee, the Client will be responsible to pay such Fee and, for the remainder of the Term, to pay by debit order in terms of clause 5.2 any outstanding Fee due and any future Fee due in terms of this Agreement.
- 5.12. Fees for other services shall be charged at prices (VAT inclusive) per the following table subject to escalation from time to time:

Additional Service Charges	
No-show fee on scheduled appointments	R 600
Out-of-warranty repair cost	A call-out fee of R 600 will be levied, plus the applicable replacement/repair cost of the unit
Documentation	The emailing of documentation is free of charge, post will be charged at R20 per document
De-installation / Re-installation	R 900 labour fee, an additional fee of R 600 will be charged if the unit cannot be uninstalled
Change of ownership	A once-off fee of R350.
Upgrades / Downgrades of any standard products	A once-off R350 labour fee is applicable
Upgrade add-on products: Panic Button	A once-off fee of R350. Monthly subscriptions are at an additional monthly cost
Early Termination of contract	Consumers will have to pay the balance of the contract or a cancellation fee of R2950 per vehicle, whichever is the lesser amount.

6. Hardware and Warranty

- 6.1. The Client will be responsible to use the Unit and the Service in the manner advised by RapidTrack and as reflected in RapidTrack's Product brochures. The Client shall not, in any way remove, alter or tamper with the Unit.
- 6.2. Subject to the Client complying with clause 6.1, the Unit and the installation thereof carries a 12 (twelve) month warranty. Any maintenance and/or repairs must be carried out at an Installation Centre.
- 6.3. All risk of loss and damage in and to the Unit shall, from the date of installation, pass to the Client, but ownership of the Unit shall remain with RapidTrack. If this Agreement is terminated in accordance with clause 3 or clause 9, RapidTrack may at its expense remove the Unit and the Client shall, within 5 (five) days of receipt of any written or verbal request, deliver the Vehicle to an Installation Centre for such removal.

7. Furnishing of Information

- 7.1. The Client confirms the completeness and accuracy of all the information on the Subscriber Application Form or otherwise furnished by or on behalf of the Client to RapidTrack.
- 7.2. The Client shall immediately, or as soon as is practically possible notify RapidTrack in writing of any changes to the information on the Subscriber Application Form, any material changes relating to the Vehicle, including, inter alia, insurance details, or other information furnished to RapidTrack from time to time, by written notice to customercare@rapidtrack.co.za or by calling 031 055 3019. The information will be updated within 7 (seven) days of receipt by RapidTrack.
- 7.3. The Client has selected the address referred to on the Subscriber Application Form as its selected legal address where all communications from RapidTrack and any legally required notices will be delivered for all purposes arising out of this Agreement, provided that the Client shall be entitled to change such legal service address, by written notice to customercare@rapidtrack.co.co or by calling 031 055 3019. The information will be updated within 7 (seven) days of receipt by RapidTrack.
- 7.4. The Client consents to RapidTrack supplying third parties with its personal information to create value propositions for the benefit of the Client, including, but not limited to the Client's name and contact number, or other information as is reasonably required. The client may revoke this consent at any time on written request.

8. Client's General Obligation

- 8.1. It is the responsibility of the Client to contact the RapidTrack control centre for a Unit test to be carried out to ensure the unit is functioning optimally. The Client must take all reasonable steps to ensure that the Unit is in proper working order and must immediately or as soon as is practically possible report any Unit faults and/or failures to RapidTrack in order for RapidTrack to provide the Service.
- 8.2. The Client must ensure that the RapidTrack emergency numbers 031 055 3018 are kept handy and contact RapidTrack as soon as possible after a Loss.
- 8.3. The Client holds exclusive responsibility, and RapidTrack shall have no liability, for ensuring that the Service complies with all laws regarding the intended use by the Client of the Service herein.

Initial_____

9. Default

- 9.1. If the Client (or the Intermediary on the Client's behalf), after 7 (seven) days written notice of default, fails to pay any amount due in terms of this Agreement or the Client abuses or misuses the Service, then, for the duration of such default, RapidTrack may suspend all of its obligations in terms of this Agreement. RapidTrack shall be entitled to recover arrear Fees by debiting the Client's account with the outstanding amount or by any other legal action and cancel the Agreement, charging a reasonable penalty fee for early cancellation.
- 9.2. RapidTrack reserves the right to cancel this Agreement at any time, on 10 (ten) days' written notice to the Client.

10. Disclaimers

- 10.1. RapidTrack makes no warranty that the Service will capture all events, that remote access and the GSM network will be continuous or uninterrupted, that the fleet management web-based system will be error-free, or that any specific result or outcome will be achieved by utilising the Service, or that the use of the Service by the Client will comply with all applicable laws.

11. Warranties and Representations

- 11.1. The Client represents and warrants that:
- 11.1.1. It has the necessary right and authority to enter into this Agreement, is the lawful owner and/ or possessor of the Vehicle, and is therefore permitted to allow RapidTrack to provide the Service herein;
- 11.1.2. In making such disclosure, the Client hereby indemnifies RapidTrack from any claim whatsoever which may arise from any third party/ ies against RapidTrack in the event that the Client has misrepresented its right and authority.

12. Exclusion of Liability

- 12.1. In addition to any other indemnities contained in this Agreement, RapidTrack will not be liable for any loss or damage of whatsoever nature caused to the Client in consequence of any act or omission by RapidTrack, notwithstanding any negligence on the part of RapidTrack, provided only that RapidTrack is entitled in law to contract out of such liability. In the event that RapidTrack is, despite the provisions of this clause, found by a court of law with competent jurisdiction to be liable for any loss or damage to the Client, RapidTrack’s liability will be limited to the maximum amount of R50 000 (fifty thousand rand).

13. General

- 13.1. RapidTrack will make every reasonable effort to carry out its obligations under this Agreement, using commercially reasonable efforts conforming to generally accepted industry standards. Where RapidTrack is directly or indirectly prevented or restricted from carrying out all or any of its obligations under this Agreement by a cause beyond its control, then RapidTrack cannot be held responsible for delay or failure in performance in meeting its obligations.
- 13.2. By entering into this Agreement, the Client consents to RapidTrack processing its personal information, usage data, vehicle positioning, driver behaviour, de-identified data and any other such data sent from the Unit installed in the Client’s Vehicle and agrees that such data may be used to train AI models and build products.
- 13.3. In the event that the Client’s Vehicle is fitted with any data transmitting device which is streaming data, the Client, hereby appoints RapidTrack as its duly authorised agent to instruct the relevant service provider to also stream the data in real-time to the RapidTrack platform.
- 13.4. For the duration of this Agreement and at all times after its termination, each Party and its employees and agents agree not to disclose any Confidential Information obtained from the other Party to any other person or entity.
- 13.5. Any other services or value-added products included in the Client’s package are subject to these terms and conditions, as read together with the terms and conditions of the applicable product. It is the responsibility of the Client to ensure that they familiarise themselves with the relevant terms and conditions from time to time.
- 13.6. The Client may not alter the terms of this Agreement without the written consent of RapidTrack. RapidTrack 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 RapidTrack website (www.RapidTrack.co.za) together with the date on which it will become effective, which will never be less than 30 (thirty) days after the date on which it is first published. It is the Client’s obligation to visit the RapidTrack website on a regular basis in order to determine whether any amendments have been made and the effective date thereof.
- 13.7. Where any number of days or other period is given in this Agreement for the carrying out of the Service or obligations, the days will be calculated excluding the first day and including the last day.
- 13.8. In the event of RapidTrack taking legal action against the Client or the Intermediary for breach of payment under this Agreement, the Client shall be responsible for all costs (on a Client and own attorney scale) allowable by the courts if an award is made in RapidTrack’s favour.
- 13.9. The nature and amount of any indebtedness of the Client to RapidTrack at any time shall be determined and proved by a document signed by a manager of RapidTrack, whose capacity or authority it shall not be necessary to prove. Such certificate shall, upon the mere production thereof, be binding on the Client as prima facie proof that the amount stated therein is due and payable, and will prima facie be valid as a liquid document against the Client in any competent court. If the Client wishes to dispute such certificate or the effects thereof, the burden of proof rests on the Client. Neither Party may cede or delegate the rights or obligations in terms of this Agreement without the prior written consent of the other Party, which consent shall not unreasonably be withheld.
- 13.10. The laws of the Republic of South Africa will apply to this Agreement and the Parties hereto consent to the jurisdiction of the Magistrates’ Court in terms of Section 45 read with Section 28 of the Magistrates’ Court Act of 1944 as amended. This Agreement shall further be governed in terms of the law of the Republic of South Africa.
- 13.11. The laws of the Republic of South Africa will apply to this Agreement and the relevant courts of the Republic of South Africa will have exclusive jurisdiction in relation to the Agreement.
- 13.12. The Client undertakes to provide RapidTrack with a 30 (thirty) day written notice in the event that the Client no longer wishes to receive correspondence regarding new Products and value-added services.

14. Cash Back

- 14.1 A R2000 Cash Back Reward (“Cash Back”) is available to clients who:
- Sign up for a 5 year contract on the Rapid Elite product.
 - Maintain an active & up-to-date account with no missed or late payments for the entire 5-year contract period.
- 14.2 The total cash back amount is R2000 (Two Thousand Rand Only)
- 14.2.1 The cash back will be paid out at the end of the 5-year contract period, provided all eligibility criteria are met.
- 14.2.2 Payment will be made via Back Transfer / EFT to the client’s registered banking details.

14.3. Conditions & Exclusions

- 14.3.1 If the client misses or delays any payment, they will forfeit the cash back reward.
- 14.3.2 Early termination of the contract for any reason will result in the immediate loss of the cash back benefit.
- 14.3.3 The cash back is non-transferable and cannot be exchanged for any other benefits or discounts.
- 14.3.4 The client is responsible for ensuring their banking details are correct and updated with RapidTrack.

14.4 General Terms

- 14.4.1 RapidTrack reserves the right to modify or cancel this offer at any time, with prior notice to affected clients.
- 14.4.2 Any disputes or queries regarding the cash back must be directed to customer@rapidtrack.co.za within 30 days of the contract end date.
- 14.4.3 By signing the 5-year contract, the client acknowledges and agrees to these terms and conditions.

15. Crash Detection

15.1 As consideration for the Fee, and subject to the Client’s product package, the Client will be entitled to the following Services: Crash Detection. The Crash Detection Services are only applicable to Clients who have a RapidTrack Unit fitted in their vehicle and subscribe to a RapidTrack Elite package. The Crash Detection Services will be activated when the Unit registers a Crash Detection alert. RapidTrack will respond to the Client as soon as reasonably possible. RapidTrack 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.

By signing below, I, _____, acknowledge that I have read, understood, and agree to the Terms and Conditions set forth by RapidTrack & I confirm that I have the authority to enter into this agreement and that I accept the responsibilities and obligations outlined.

I understand that failure to comply with these terms may result in service suspension or termination as per the agreement.

Date : _____

Signature : _____

Effective date: 13/03/2025