

# ACM TECHNOLOGY CC T/A ACM TRACK

Registration No: 2004/096921/23

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## BUSINESS CAMERA SERVICE AGREEMENT STANDARD TERMS AND CONDITIONS

*MDVR & Dash Camera — Standard Terms and Conditions*

Applicable to Juristic Persons (Companies, CC's, Partnerships, Trusts) only

Version 3.0 | Effective Date: May 2025

**⚠ IMPORTANT: PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. CLAUSES MARKED WITH ⚠ HAVE SIGNIFICANT LEGAL CONSEQUENCES FOR YOU. YOUR SIGNATURE OR ELECTRONIC ACCEPTANCE CONSTITUTES FULL AGREEMENT TO THESE TERMS.**

## 1. DEFINITIONS

In this Agreement, unless the context indicates otherwise, the following terms have the meanings assigned to them below. Defined terms appear in bold throughout this Agreement.

<b>Agreement</b>	These Standard Terms and Conditions together with the signed Application Form, the Service Schedule, and any Annexures, which together constitute the entire agreement between the parties.
<b>Application Form</b>	The document completed and signed by the Client to subscribe to the Service, incorporating these terms by reference.
<b>Business Day</b>	Any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.
<b>Client / Subscriber</b>	The natural person or juristic entity who has applied for and been accepted as a subscriber to the Service, as identified in the Application Form.
<b>Company</b>	ACM Technology CC trading as ACM Track, Registration No 2004/096921/23, a close corporation registered and operating in the Republic of South Africa.
<b>Connection Fee</b>	The once-off fee payable by the Client for activation, SIM card provisioning, and platform registration of the Unit.
<b>CPA</b>	The Consumer Protection Act, 68 of 2008, as amended.
<b>Effective Date / Installation Date</b>	The date on which the Unit is installed and activated in or on the Vehicle, as recorded by the Company.
<b>Force Majeure</b>	Any event beyond the reasonable control of a party, including but not limited to acts of God, war, civil unrest, epidemic, pandemic, national state of disaster, load-shedding or electrical grid failure, third-party network outages, acts of government, or any other similar event.
<b>IMEI</b>	International Mobile Equipment Identity number uniquely identifying the Unit.
<b>Information Officer</b>	The designated person at the Company responsible for POPIA compliance, contactable at <a href="mailto:info@acmtrack.com">info@acmtrack.com</a> .
<b>Minimum Term</b>	The initial fixed subscription period as specified in the Application Form (typically 24 months from the Effective Date), during which early cancellation fees apply.
<b>PAIA</b>	The Promotion of Access to Information Act, 2 of 2000.
<b>POPIA</b>	The Protection of Personal Information Act, 4 of 2013.
<b>RICA</b>	The Regulation of Interception of Communications and Provision of Communication-Related Information Act, 70 of 2002.
<b>Service</b>	The subscription service provided by the Company as described in Section 3 of this Agreement, including platform access, monitoring, and associated value-added services.

<b>Service Fee</b>	The monthly subscription fee payable by the Client for the Service, as set out in Annexure A and the Application Form.
<b>Territory</b>	The Republic of South Africa. Services outside the Territory are subject to additional terms and roaming charges.
<b>Unit</b>	The hardware device/s (MDVR, dash camera, GPS tracking unit, or combination thereof) installed in the Vehicle, identified by its IMEI, which enables delivery of the Service.
<b>Vehicle</b>	The motor vehicle, motorcycle, trailer, or other road-going asset identified in the Application Form or Service Schedule in which or on which the Unit is installed. Where the context requires, "Vehicle" includes an Asset as defined in any document-specific definitions.
<b>Warranty Period</b>	The period during which the Company warrants the Unit against defects: 12 (twelve) months for hardware from the Effective Date (extendable to 24 months via the Extended Warranty Add-on); 12 (twelve) months for installation workmanship from the Effective Date.
<b>Authorised User</b>	Any employee, driver, contractor, or agent of the Client who is authorised to operate or access the Service on the Client's behalf.
<b>Camera System</b>	The MDVR and/or dash camera Unit/s, associated SIM card, cloud or local storage solution, and the ACM Destiny platform access provided as part of the Service.
<b>DPA / Data Processing Agreement</b>	The data processing terms set out in Section 6 of this Agreement, which govern the processing of personal information by the Company as Operator on the Client's behalf.
<b>Employee / Driver</b>	Any natural person operating the Vehicle under the authority of the Client, whose personal information (including location data and video footage) may be processed as part of the Service.
<b>Footage / Content</b>	Video and/or audio data recorded and/or stored by the Camera System.
<b>MDVR</b>	Mobile Digital Video Recorder — a multi-channel in-vehicle recording device.
<b>Operator</b>	The Company in its capacity as an entity that processes personal information for or on behalf of the Client (Responsible Party) in terms of POPIA section 21.
<b>Responsible Party</b>	The Client, in its capacity as the entity that determines the purpose and means of processing the personal information of its employees, drivers, and other data subjects.
<b>Surety</b>	The natural person(s) who sign the Suretyship declaration in Section 16 of this Agreement, binding themselves as co-principal debtors.

## 2. AGREEMENT FORMATION AND LEGAL BASIS

- 2.1 This Agreement is entered into between the Company and the Client in terms of the Electronic Communications and Transactions Act, 25 of 2002 ("ECTA"), section 11, which recognises electronically concluded agreements as legally binding. Signature of the Application Form (whether wet-ink or electronic) constitutes full acceptance of these Terms.
- 2.2 This Agreement comes into force on the Effective Date and supersedes all prior negotiations, representations, warranties, or understandings between the parties relating to its subject matter.
- 2.3 The Client confirms that all information provided in the Application Form is true, accurate, and complete. The Company relies on this information when activating the Service.
- 2.4 This Agreement is concluded between juristic persons and/or for business purposes. To the extent that the CPA applies to juristic persons with an asset value or annual turnover below R2 million, those CPA provisions shall apply.
- 2.5 The Client acknowledges that it has had the opportunity to seek independent legal advice before entering into this Agreement.

## 3. SERVICES

### 3.1 Description of Service

- 3.1.1 The Company will provide the Client with a camera-based fleet monitoring service, including any combination of: (a) MDVR or dash camera installation and activation in the Fleet Vehicle(s); (b) continuous and/or event-triggered recording to local SD and/or cloud storage; (c) live view and video retrieval via the ACM Destiny portal; (d) driver behaviour monitoring and reporting.
- 3.1.2 Each Vehicle in the Client's fleet is recorded as a separate Unit on a Vehicle Schedule attached to this Agreement. Additional Vehicles may be added during the term by written agreement.

### 3.2 Service Limitations

- 3.2.1 The Service depends on cellular network availability. The Company provides no guarantee of uninterrupted recording or connectivity. Service coverage maps are available on request.
- 3.2.2 The Camera System is a fleet management and safety tool and does not guarantee prevention of theft, accidents, or driver misconduct.

## 4. HARDWARE AND EQUIPMENT

### 4.1 Ownership and Fleet Responsibility

- 4.1.1 Rental Units remain the Company's property at all times. The Client acquires no ownership rights and may not sell, pledge, or encumber any rented Unit. Purchased Units transfer ownership to the Client upon full payment.
- 4.1.2 The Client is responsible for all Units installed across its fleet and must ensure Authorised Users comply with these Terms and Conditions.
- 4.1.3 On termination of this Agreement, all rental Units must be returned within 10 (ten) Business Days in good working order. The Client will be charged the replacement cost for any Unit not returned or returned in a damaged condition.

### 4.2 Hardware Insurance (Rental Units)

- 4.2.1 The Client is required to maintain comprehensive all-risks insurance covering all rented Camera Unit/s against theft, fire, accidental damage, and total loss, for the replacement value specified in Annexure A (the "Replacement Value").
- 4.2.2 In the event of a total loss or theft of any rented Unit, the Client must cede any insurance proceeds received in respect of that Unit to the Company up to the Replacement Value. Where the Client fails to maintain insurance and a rented Unit is lost, stolen, or destroyed, the Client remains fully liable for the Replacement Value regardless of the absence of insurance cover.

### 4.3 Unit Transfer to Another Vehicle

- 4.3.1 The Client may transfer a Unit to a replacement Vehicle within its fleet by submitting a written transfer request to the Company. The Company will update the Vehicle Schedule within 5 (five) Business Days.

- 4.3.2 The subscription, remaining Minimum Term, and remaining Warranty Period for each Unit continue uninterrupted following a Vehicle transfer.
- 4.3.3 Unauthorised physical relocation or reinstallation of a Unit voids the hardware warranty. A transfer administration fee applies per Unit, as set out in Annexure A.

#### 4.4 Vehicle Sold, Written Off, or Disposed Of

**⚠ DUTY TO NOTIFY:** Failure to notify the Company of any vehicle disposal results in continued liability for all fees and replacement costs across the affected Units.

- 4.4.1 The Client must notify the Company in writing within 48 (forty-eight) hours of any Vehicle in its fleet being: (a) sold, traded in, transferred, or otherwise disposed of; (b) written off or declared an insurance total loss; (c) repossessed by a financial institution.
- 4.4.2 On disposal of a Vehicle the Client must either: (a) submit a transfer request under clause 4.3 to allocate the Unit to a replacement Vehicle; or (b) cancel that Vehicle's subscription in accordance with Section 9.
- 4.4.3 If the Client disposes of a Vehicle without notifying the Company: (a) Service Fees for that Vehicle continue to accrue until formal written cancellation is received; (b) for rental Units — the Client is liable for the full Replacement Value of the Unit if unrecovered within 10 (ten) Business Days of written demand; (c) Liquidated Damages for the remaining Minimum Term remain enforceable; (d) the Company may deactivate the Unit at any time after becoming aware of the disposal.
- 4.4.4 The new owner of any disposed Vehicle acquires no rights under this Agreement. The Client indemnifies the Company against any claim by a new vehicle owner arising from continued monitoring of the Vehicle following disposal without notification.

#### 4.5 Add-on Services

- 4.5.1 The Client may subscribe to optional Add-on Services as selected in the Application Form, including: Extended Warranty (extends hardware warranty from 12 to 24 months); Panic Button (best-efforts emergency alert service — not a substitute for emergency services); Bureau Service (active fleet monitoring by the Company's bureau team during agreed monitoring hours, subject to clause 4.5.2).
- 4.5.2 Bureau Service: the Company's bureau team will monitor configured exception alerts and respond during the hours specified in the Service Schedule. The Bureau Service is a monitoring and notification service only. The Company is not liable for loss arising from a failure to detect or respond to an alert where reasonable care has been exercised in operating the monitoring systems.

### 5. FAIR USE AND ACCEPTABLE USE

- 5.1 The Service may only be used for the Client's legitimate fleet management, safety monitoring, driver coaching, and related commercial purposes.
- 5.2 The Client must not use the Service for personal surveillance of employees outside of their working hours or in private spaces, and must maintain a written internal policy governing acceptable use of footage.

### 6. DATA PROCESSING AGREEMENT — POPIA OPERATOR FRAMEWORK

✓ This section constitutes a Data Processing Agreement (DPA) between the Client (Responsible Party) and ACM Track (Operator) as required by POPIA section 21. Neither Tracker nor Cartrack include this in their business T&Cs.

**⚠ EMPLOYER'S OBLIGATION:** As the employer and fleet operator, the Client (not ACM Track) is the Responsible Party for the personal information of its employees and drivers. The Client bears primary POPIA compliance obligations.

#### 6.1 Roles of the Parties

- 6.1.1 For the purposes of POPIA: (a) the Client is the Responsible Party — it determines the purpose and means of processing personal information of its employees, drivers, and other data subjects; (b) the Company acts as the Operator — it processes personal information only on the Client's behalf and subject to the Client's documented instructions.

#### 6.2 Client's Obligations as Responsible Party

- 6.2.1 The Client warrants and undertakes that it will, before activating the Service for any Vehicle:

- 6.2.1.1 have a lawful basis for processing the personal information of each driver and regular Vehicle occupant (whether consent, legitimate interests, or a legal obligation);
  - 6.2.1.2 provide each driver and regular occupant with a written privacy notice disclosing: the existence of the Camera System; the categories of data collected; the purposes of processing; the retention period; and their data subject rights under POPIA;
  - 6.2.1.3 maintain a record of each employee's acknowledgement of the privacy notice;
  - 6.2.1.4 establish and maintain an internal acceptable use policy for fleet camera footage;
  - 6.2.1.5 ensure that use of Footage in any disciplinary proceeding complies with the Labour Relations Act, 66 of 1995, and the Basic Conditions of Employment Act, 75 of 1997.
- 6.2.2 The Client indemnifies the Company against any claim, loss, or regulatory penalty arising from the Client's failure to comply with its obligations as Responsible Party.

### 6.3 Company's Obligations as Operator

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- 6.3.1 The Company undertakes to:
- 6.3.1.1 process personal information only in accordance with the Client's documented instructions and the terms of this Agreement;
  - 6.3.1.2 implement appropriate technical and organisational measures to ensure the security of personal information processed under this DPA, as required by POPIA section 19;
  - 6.3.1.3 promptly notify the Client (within 72 hours) of any actual or suspected data security breach affecting the Client's data, as required by POPIA section 22;
  - 6.3.1.4 not engage any sub-operator (sub-processor) to process the Client's data without the Client's prior written consent;
  - 6.3.1.5 assist the Client in responding to data subject requests received from employees or drivers, within reasonable timeframes;
  - 6.3.1.6 on termination of this Agreement, delete or return all personal information processed on behalf of the Client, at the Client's election.

### 6.4 Data Subject Requests from Employees

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- 6.4.1 If an employee or driver submits a data access, correction, or deletion request directly to the Company, the Company will forward the request to the Client within 5 (five) Business Days. The Client, as Responsible Party, is responsible for responding to and resolving the request.

### 6.5 Retention of Footage

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- 6.5.1 Video footage is retained on a rolling 30-day basis and automatically deleted thereafter, unless the Client has flagged specific footage for retention in connection with an incident, insurance claim, or legal proceeding.
- 6.5.2 The Client may request extended retention of specific footage clips via the ACM Destiny platform. Such extended retention is subject to the Client's obligations under POPIA and any applicable data protection laws.

### 6.6 Cross-Border Data Transfers

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- 6.6.1 Where footage or personal information is stored on servers outside the Republic of South Africa, the Company will implement appropriate safeguards in terms of POPIA section 72. The Client consents to such transfers to the extent they are necessary to deliver the Service.

## 7. RICA COMPLIANCE — EMPLOYER MONITORING OBLIGATIONS

*⚠ RICA s.4(2)(b) NOTICE: As an employer monitoring employees and/or third parties in vehicles, the Client has specific legal obligations under RICA. Non-compliance may constitute a criminal offence.*

### 7.1 Employer's Duty to Disclose

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- 7.1.1 In terms of RICA section 4(2)(b), an employer may lawfully intercept communications in the course of carrying on business where all parties to the communication have been informed that such interception may occur.
- 7.1.2 The Client warrants that before activating the Camera System in any Vehicle, it will:

- 7.1.2.1 provide each driver and regular occupant with written notice that the Vehicle is fitted with a recording system, specifying that video and audio may be recorded;
  - 7.1.2.2 obtain written acknowledgement of this notice from each driver;
  - 7.1.2.3 maintain a written fleet monitoring policy that has been communicated to all relevant employees and is reviewed annually;
  - 7.1.2.4 provide the Company with all documentation required for SIM card RICA registration.
- 7.1.3 The Client indemnifies the Company against any claim, regulatory penalty, or criminal prosecution arising from the Client's failure to comply with RICA.

## 7.2 Permitted Use of Footage in the Workplace

- 7.2.1 The Client may use Footage for: (a) driver safety management and coaching; (b) incident and accident investigation; (c) insurance purposes; (d) legal proceedings; (e) disciplinary proceedings, subject to compliance with the Labour Relations Act and the Basic Conditions of Employment Act.
- 7.2.2 The Client may not use Footage for: (a) unlawful surveillance outside working hours; (b) harassment or discrimination; (c) monitoring employees in private spaces such as restrooms or change rooms.

## 7.3 Use of Footage for Marketing and Safety Content

*△ CPA s.49 / POPIA NOTICE: This clause grants the Company a right to use anonymised footage for marketing purposes unless the Client opts out. As the Responsible Party, the Client must ensure its employees have been informed of this possibility in the privacy notice required under clause 6.2.1.2.*

- 7.3.1 The Client grants the Company a non-exclusive, royalty-free licence to use anonymised Footage captured by the Camera System for the following purposes: (a) road safety awareness content; (b) product and service marketing, including publication on social media platforms such as YouTube, Instagram, and Facebook; (c) driver training and educational material; (d) press and promotional material relating to the Company's services.
- 7.3.2 Before using any Footage under this clause, the Company undertakes to: (a) ensure that all footage is at least 30 (thirty) days old before publication; (b) blur or otherwise anonymise all identifiable faces, vehicle registration plates, and other identifying features of third parties and the Client's employees appearing in the footage; (c) not disclose the Client's identity, company name, vehicle details, or geographic location in any published footage unless the Client has separately given written consent to such identification; (d) remove or suppress any audio track from the footage unless the Client has separately consented in writing to the use of audio.
- 7.3.3 As the Responsible Party under POPIA, the Client is responsible for ensuring that its employees' privacy notices (required under clause 6.2.1.2) disclose the possibility that anonymised footage may be used by the Company for marketing purposes. The Company's anonymisation obligations in clause 7.3.2 are designed to ensure that individual employees remain unidentifiable in any published content.
- 7.3.4 The Client may opt out of this licence at any time by providing written notice to the Company at [info@acmtrack.com](mailto:info@acmtrack.com). The opt-out takes effect within 20 (twenty) Business Days of receipt and applies prospectively only — footage already published or in production at the time of opt-out need not be removed. Opt-out does not affect any other rights or obligations under this Agreement.
- 7.3.5 This licence does not permit the Company to: (a) sell or commercially license Footage to third parties; (b) use Footage in a manner that is defamatory, embarrassing, or prejudicial to the Client or its employees; (c) publish footage containing identifiable images of any person; (d) use Footage to make any representation about the Client's or its employees' driving behaviour or safety record without the Client's written consent.

## 8. PAYMENT TERMS

*△ CPA s.49 NOTICE: The following payment obligations are material to this Agreement. Please read them carefully.*

### 8.1 Monthly Service Fee

- 8.1.1 The Service Fee is payable monthly in advance by debit order from the Client's nominated bank account. The first month's fee will be pro-rated from the Effective Date.
- 8.1.2 The Client authorises the Company to collect the Service Fee by way of a DebiCheck or NAEDO debit order mandate. The Client must ensure sufficient funds are available in the nominated account on the debit order date.

8.1.3 The Client must notify the Company in writing of any change to banking details at least 10 (ten) Business Days before the next debit order date.

## 8.2 Failed or Returned Debit Orders

8.2.1 If a debit order is returned unpaid for any reason, the Client will be charged an administration fee of R150.00 (excl. VAT) per returned transaction, in addition to any bank charges incurred.

8.2.2 The Company may re-present the debit order or use any other lawful collection method to recover outstanding amounts.

8.2.3 Non-payment for more than 7 (seven) days entitles the Company to suspend the Service in terms of Section 13 without prejudice to its right to claim the full outstanding amount.

## 8.3 Fee Escalations

8.3.1 The Company may increase the Service Fee annually, effective 1 March each year, by the lesser of (a) 10% or (b) the South African Consumer Price Index (CPI) for the preceding 12-month period as published by Statistics South Africa.

8.3.2 The Company will provide at least 30 (thirty) calendar days' prior written notice of any fee increase. The Client may cancel the Agreement in accordance with Section 9 if the increase is unacceptable.

8.3.3 Fees quoted are exclusive of VAT. VAT will be charged at the rate applicable at the time of invoicing.

## 8.4 Invoice Disputes

8.4.1 The Client must raise any dispute regarding an invoice in writing within 12 (twelve) months of the invoice date. Disputes raised after this period will not be considered.

8.4.2 Raising a bona fide invoice dispute does not entitle the Client to withhold undisputed amounts.

# 9. MINIMUM TERM, RENEWAL, AND CANCELLATION

*⚠ NOTE: The CPA consumer cancellation fee of R2,650 does NOT apply to business clients. Business cancellation during the Minimum Term is subject to the liquidated damages clause below.*

## 9.1 Minimum Term

9.1.1 This Agreement is entered into for a Minimum Term as specified in the Application Form (typically 24 (twenty-four) months from the Effective Date).

## 9.2 Renewal After Minimum Term

9.2.1 On expiry of the Minimum Term, this Agreement automatically renews on a month-to-month basis unless either party gives 1 (one) calendar month's written notice of termination before the Minimum Term expires.

9.2.2 After renewal to month-to-month, either party may terminate on 1 (one) calendar month's written notice.

## 9.3 Cancellation During the Minimum Term

*⚠ EARLY TERMINATION: If the Client cancels during the Minimum Term, the Client is liable for all monthly Service Fees for the unexpired balance of the Minimum Term ("Liquidated Damages"), as a genuine pre-estimate of the Company's loss.*

9.3.1 The Client may cancel this Agreement during the Minimum Term by giving 20 (twenty) Business Days' written notice. Upon such cancellation the Client will be liable for:

9.3.1.1 All accrued and unpaid Service Fees to the effective date of cancellation;

9.3.1.2 Liquidated damages equal to the monthly Service Fee multiplied by the number of months remaining in the Minimum Term (rounded up to the nearest whole month);

9.3.1.3 The replacement cost of any rental Unit not returned within 10 (ten) Business Days of cancellation.

9.3.2 The parties agree that the Liquidated Damages represent a genuine pre-estimate of the Company's loss and do not constitute a penalty as defined in the Conventional Penalties Act, 15 of 1962.

## 9.4 Cancellation for Company's Breach

9.4.1 If the Company materially breaches this Agreement and fails to remedy the breach within 14 (fourteen) Business Days of written notice, the Client may terminate without liability for Liquidated Damages.

## 10. INSTALLATION

- 10.1 Fleet installations will be scheduled by agreement. The Client must make each Vehicle available at the agreed time and location. A no-show fee of R350 (excl. VAT) per Vehicle applies for missed appointments without 24 hours' notice.
- 10.2 The Client designates a fleet manager or contact person to coordinate installations. The fleet manager must be available during installation to verify Vehicle details and confirm activation.

## 11. HARDWARE WARRANTY

*⚠ CPA s.49 NOTICE: The warranty provisions below define the extent of your rights in relation to defective hardware. Exclusions apply — read carefully.*

### 11.1 Warranty Coverage

- 11.1.1 The Company warrants that the Unit will be free from defects in materials, workmanship, and design for a period of 12 (twelve) months from the Effective Date ("Hardware Warranty Period"). The Warranty Period may be extended to 24 (twenty-four) months where the Client has subscribed to the Extended Warranty Add-on as set out in the relevant Services section of this Agreement.
- 11.1.2 Installation workmanship is warranted for 12 (twelve) months from the Effective Date ("Installation Warranty Period").
- 11.1.3 During the applicable Warranty Period, the Company will repair or replace any defective Unit at no cost to the Client. Replacement units may be new or refurbished of equivalent specification.

### 11.2 Warranty Exclusions

- 11.2.1 The warranty does not apply where the defect or damage is caused by:
- 11.2.1.1 tampering, unauthorised modification, or repair by any person other than a Company-approved technician;
  - 11.2.1.2 physical damage caused by accident, collision, or vehicle damage;
  - 11.2.1.3 water damage, electrical surges, or exposure to extreme temperatures;
  - 11.2.1.4 fair wear and tear through normal use;
  - 11.2.1.5 use contrary to the Company's instructions or guidelines.
- 11.2.2 Where the warranty does not apply, the Company will provide a quotation for repair or replacement at the Client's cost, using the Company's standard rates prevailing at the time.

### 11.3 Warranty Claims

- 11.3.1 To make a warranty claim, the Client must contact the Company on info@acmtrack.com or +27 10 594 0607, provide the IMEI of the affected Unit, and describe the defect.
- 11.3.2 The Client must make the Vehicle available for inspection at an agreed time and place. A no-show fee of R350 (excl. VAT) applies if the Client fails to present the vehicle at the agreed time without 24 hours' notice.

## 12. LIABILITY

*⚠ CPA s.49 NOTICE: This section limits the Company's liability. Please read it carefully. Nothing in this clause limits liability for gross negligence, wilful misconduct, or consumer rights under the CPA.*

### 12.1 Limitation of Liability

- 12.1.1 To the maximum extent permitted by law, the Company's total aggregate liability to the Client in connection with this Agreement — whether in contract, delict, or otherwise — shall not exceed the total Service Fees paid by the Client in the 12 (twelve) months immediately preceding the event giving rise to the claim, subject to a minimum floor of R1,500.00 (excl. VAT).

- 12.1.2 The Company shall not be liable for any indirect, special, incidental, consequential, or punitive loss or damages, including loss of income, loss of profits, loss of business, or loss of data.
- 12.1.3 The Company provides no guarantee that the Service will prevent theft, hijacking, or damage to the Vehicle or its occupants.
- 12.1.4 The Company is not liable for the loss, corruption, unavailability, or incomplete capture of video footage, recordings, or telematics data, including where such loss arises from storage capacity limitations, cellular or satellite connectivity failure, device malfunction, power interruption, or third-party platform outages.
- 12.1.5 Nothing in this clause limits the Company's liability for: (a) gross negligence or wilful misconduct; or (b) death or bodily injury caused by the Company's negligence.

## **12.2 Claim Notification — Time Bar**

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- 12.2.1 The Client must notify the Company in writing of any claim arising from or related to this Agreement within 12 (twelve) months of the date on which the Client became aware, or ought reasonably to have become aware, of the event or circumstance giving rise to the claim.
- 12.2.2 Any claim not notified within this 12-month period shall be irrevocably time-barred and the Client waives all rights to pursue such claim, to the maximum extent permitted by applicable law including the Prescription Act 68 of 1969.

## **12.3 Network and Third-Party Dependencies**

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- 12.3.1 The Service depends on third-party cellular networks and GPS satellite systems. The Company is not liable for service interruptions, delays, or failures caused by network unavailability, poor signal coverage, or GPS satellite outages.
- 12.3.2 If a service disruption attributable to the Company's infrastructure (excluding third-party networks) persists for more than 30 (thirty) continuous calendar days, the Client may cancel the Agreement without penalty, on 20 (twenty) Business Days' written notice.

## **12.4 Client Indemnity**

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- 12.4.1 The Client indemnifies and holds the Company harmless from and against any and all claims, damages, losses, costs, and expenses (including legal costs on an attorney and client scale) suffered or incurred by the Company arising from:
  - 12.4.1.1 The Client's breach of any obligation under RICA, POPIA, or any other applicable law in connection with the recording, processing, or use of Footage or Data;
  - 12.4.1.2 The Client's use of Footage in any legal, disciplinary, employment, or insurance proceeding without proper authorisation or disclosure required by law;
  - 12.4.1.3 The Client's failure to inform drivers, passengers, or other occupants of the recording capability of the Camera System where required by law or employment agreement;
  - 12.4.1.4 Any fraudulent, negligent, or false activation of the Stolen Vehicle Recovery (SVR) function by the Client or any person acting on the Client's behalf.

## **13. SUSPENSION OF SERVICES**

- 13.1 The Company is entitled to suspend the Service (without terminating the Agreement) in any of the following circumstances:
  - 13.1.1 The Client fails to pay any amount due for more than 7 (seven) days after the due date and fails to remedy the default within 3 (three) Business Days of written notice from the Company;
  - 13.1.2 The Client is in material breach of any other provision of this Agreement and fails to remedy that breach within 14 (fourteen) days of written notice;
  - 13.1.3 The Company is required to suspend services by a regulatory authority, court order, or law enforcement agency;
  - 13.1.4 There are reasonable grounds to believe the Service is being used unlawfully or in a manner that endangers persons or property.
- 13.2 During suspension, the Service Fee continues to accrue and is payable by the Client.
- 13.3 The Company will restore the Service within 5 (five) Business Days of the cause of suspension being remedied and any applicable reinstatement fee being paid.

## 14. FORCE MAJEURE

- 14.1 Neither party shall be liable for any failure or delay in performing its obligations under this Agreement where such failure or delay is caused by a Force Majeure event.
- 14.2 The party affected by a Force Majeure event must notify the other party in writing within 48 (forty-eight) hours of the event occurring, describing the event and its anticipated duration.
- 14.3 If a Force Majeure event prevents the Company from providing the Service for more than 30 (thirty) continuous calendar days, the Client may cancel the Agreement without penalty or early cancellation fee, on 20 (twenty) Business Days' written notice to the Company.
- 14.4 For the avoidance of doubt, load-shedding or national electrical grid disruptions shall constitute a Force Majeure event to the extent they prevent delivery of the Service; however, the Company will use reasonable endeavours to maintain service continuity through backup systems where available.
- 14.5 A Force Majeure event does not excuse either party from paying amounts already due and owing.

## 15. COMMERCIAL TERMS

- 15.1 VAT: All fees are exclusive of VAT, which will be charged at the applicable rate at the time of invoicing.
- 15.2 Multi-Vehicle Pricing: Where the Client subscribes the Service for more than 5 (five) Vehicles simultaneously, a fleet pricing schedule will apply as agreed in writing. Fleet pricing does not alter the Minimum Term or cancellation obligations.
- 15.3 Authorised Users: The Client is responsible for ensuring that all Authorised Users comply with the terms of this Agreement. Breach by an Authorised User shall be treated as a breach by the Client.
- 15.4 Credit Assessment: The Company reserves the right to conduct a credit assessment of the Client and/or Surety before activating the Service.
- 15.5 Proof of Payment: A certificate signed by a director or manager of the Company stating the amount owed by the Client shall, in the absence of manifest error, be prima facie proof of the amount due.

## 16. SURETYSHIP

**⚠ The person signing the Suretyship Declaration on the Signature Page binds themselves personally as surety and co-principal debtor for all obligations of the Client under this Agreement.**

- 16.1 Any director, member, partner, or trustee signing this Agreement on behalf of the Client in the Suretyship section of the Signature Page hereby binds themselves as surety and co-principal debtor, in solidum with the Client, for the due and punctual performance of all the Client's obligations under this Agreement.
- 16.2 The Surety renounces the benefits of excussion (requiring the Company to first exhaust remedies against the Client before proceeding against the Surety) and division (requiring the Surety's liability to be divided among multiple sureties).
- 16.3 The suretyship is a continuing guarantee and shall remain in full force and effect notwithstanding any variation, extension, or novation of this Agreement.
- 16.4 The Surety's obligations survive: (a) the dissolution, deregistration, or liquidation of the Client; (b) business rescue proceedings; and (c) any compromise or arrangement affecting the Client's debts.
- 16.5 Rental Equipment — For the avoidance of doubt, and without limiting the generality of clause 16.1, where the Client has elected to rent any Unit/s: the replacement cost of any rental Unit not returned or returned in a damaged condition on termination of this Agreement forms part of the guaranteed obligations. The Company may proceed against the Surety directly for such replacement costs without first obtaining judgment against the Client or exhausting any other remedy.

## 17. DISPUTE RESOLUTION

- 17.1 In the event of any dispute arising from or relating to this Agreement, the parties shall first attempt to resolve the dispute by good-faith negotiation within 14 (fourteen) Business Days of one party notifying the other of the dispute in writing.
- 17.2 If the dispute remains unresolved after the negotiation period, either party may refer the matter to non-binding mediation administered by the Arbitration Foundation of Southern Africa (AFSA) or such other mediator as the parties may agree in writing.

- 16.3 If mediation fails or is declined by either party, the dispute shall be finally resolved by the courts of the Republic of South Africa having jurisdiction over the matter. The parties consent to the jurisdiction of the Magistrates' Court, Randburg, and the High Court of South Africa, Gauteng Division.
- 16.4 Nothing in this section prevents either party from seeking urgent interim relief from a court of competent jurisdiction.

## 18. DOMICILIUM CITANDI ET EXECUTANDI AND NOTICES

### 17.1 Company's Address for Notices

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- 17.1.1 Physical: 1 Carlbert Close, Sundowner, Randburg, Gauteng, 2188
- 17.1.2 Email: info@acmtrack.com
- 17.1.3 WhatsApp (secondary/informal communication only, NOT for legal notices): +27 60 330 4683

### 17.2 Client's Address for Notices

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- 17.2.1 The physical and email address provided by the Client in the Application Form shall serve as the Client's domicilium citandi et executandi.
- 17.2.2 The Client must notify the Company in writing of any change of address or email. Until such notification is received and acknowledged, the Company may validly serve notices at the previously provided address.

### 17.3 Deemed Receipt of Notices

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- 17.3.1 Notices shall be deemed received as follows:
- 17.3.1.1 By hand: on the date of delivery;
- 17.3.1.2 By email: on the first Business Day after transmission, provided no automated non-delivery notification is received by the sender within 24 hours;
- 17.3.1.3 By registered post: 7 (seven) calendar days after the date of posting.

## 19. GENERAL

- 19.1 Entire Agreement: This Agreement, together with the Application Form and Annexures, constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, and understandings.
- 19.2 Variations: No amendment, variation, or addition to this Agreement shall be of any force unless reduced to writing and signed by authorised representatives of both parties.
- 19.3 Waiver: No waiver of any right under this Agreement shall be effective unless in writing. A waiver on any occasion shall not constitute a waiver of the same right on any future occasion.
- 19.4 Severability: If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, that provision shall be severed from the Agreement and the remaining provisions shall continue in full force.
- 19.5 Cession and Transfer: The Company may cede, assign, or transfer any or all of its rights and obligations under this Agreement to any third party — including by way of securitisation, factoring, or the sale of the Company's business or a division thereof as a going concern — without requiring the Client's consent. In the case of a going-concern sale, the purchaser or transferee shall automatically assume all of the Company's obligations under existing Agreements, and this Agreement shall continue in full force binding the Client and the purchaser/transferee as if no transfer had occurred. The Client may not use such cession or transfer as a basis to cancel this Agreement. The Company shall provide the Client with written notice of such transfer as soon as reasonably practicable before or after completion. The Client may not cede or transfer its rights or obligations without the Company's prior written consent, which consent shall not be unreasonably withheld.
- 19.6 Governing Law: This Agreement is governed by and construed in accordance with the laws of the Republic of South Africa.
- 19.7 Headings: Section headings are for convenience only and do not affect interpretation.

## ANNEXURE A — SCHEDULE OF FEES

All fees are in South African Rand (ZAR) and exclusive of VAT unless stated otherwise. Fees are indicative and subject to the amounts confirmed in the signed Application Form. Service Fees are updated annually in accordance with clause 8.3.

Description	Amount (ZAR)
Monthly Camera Subscription (MDVR / single-channel)	R [XXX] / month / vehicle
Monthly Camera Subscription (multi-channel MDVR)	R [XXX] / month / vehicle
Connection / Activation Fee (once-off per vehicle)	R [XXX]
Early Termination — Liquidated Damages	Remaining monthly fees × months left
Failed Debit Order Administration Fee	R 150.00 (excl. VAT)
Unit Replacement Cost (unreturned/damaged rental unit)	At prevailing rate
No-show / late-arrival fee (per vehicle)	R 350.00 (excl. VAT)
Annual Fee Escalation (effective 1 March)	CPI or 10%, whichever is lower

All amounts exclusive of VAT. Liquidated damages are calculated at contract-end rates, per vehicle. Fleet discount pricing is confirmed separately in writing.

## SIGNATURE PAGE

By signing below, the parties confirm that they have read, understood, and agree to the terms of this Agreement in their entirety.

### FOR AND ON BEHALF OF THE CLIENT

Full legal name: \_\_\_\_\_

ID number: \_\_\_\_\_

Capacity (director/member/partner): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness full name: \_\_\_\_\_

### SURETY DECLARATION — SECTION 16

I, the undersigned, bind myself as surety and co-principal debtor to ACM Track in terms of Section 16 of this Agreement.

Full name: \_\_\_\_\_ ID number: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness: \_\_\_\_\_

### FOR AND ON BEHALF OF ACM TECHNOLOGY CC T/A ACM TRACK

Authorised signatory: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STAMP / COMPANY SEAL (if applicable):

\_\_\_\_\_