



HALTLOCK SUBSCRIPTION AGREEMENT

The terms and conditions contained in this Subscription Agreement (the “Agreement”) govern the relationship between you (“you” and “your”), the person entering into this Agreement with Haltlock, and your use of our Services and Units.

1. DEFINITIONS

1.1 **“Acceptance Date”** means the date on which you accepted the Agreement, whether in writing or electronically (for example, by clicking “I agree” on our website, app or mobile device, or by telephonic acceptance).

1.2 **“Asset”** means any vehicle, trailer or other fixed or mobile asset in which a Unit has been installed.

1.3 **“Business Day”** means any day from Monday to Friday, excluding Saturdays, Sundays and official public holidays in the Republic of South Africa.

1.4 **“Contract Period”** means the contract period selected by you when entering into this Agreement, being either 24 or 36 months.

1.5 **“CPA”** means the Consumer Protection Act, No. 68 of 2008, as amended from time to time.

1.6 **“Debit Order”** means the debit order authority to which you have agreed.

1.7 **“Default Notice”** means a written notice sent by SMS, email, WhatsApp, in-app notification or any other recorded communication method, informing you of the Payment Default, the amount outstanding, the consequences of non-payment, and the period within which the payment Payment Default must be remedied.

1.8 **“Effective Date”** means the date on which the Unit is installed in the Asset and is successfully tested and functioning.

1.9 **“Expiry Date”** means the date at the end of the selected Contract Period following the Effective Date.

1.10 **“Fitment Centre”** means a fitment centre operating independently of us but approved by us for the installation and servicing of Units.

1.11 **“Haltlock Companies”** means Haltlock (Pty) Ltd (registration number 2018/553122/07) and all of its subsidiaries.

1.12 **“Haltlock Notice”** means the Haltlock Privacy Notice and Informed Consent document, available on our website at <https://www.haltlock.com>.

1.13 **“Hardcore”** means Hardcore Automotive Locking Technologies (Pty) Ltd (registration number 2013/129425/07).

1.14 **“Network Provider”** means the independent communications network service provider from which we obtain network services to provide the Services to you.

1.15 **“Payment Agent”** means a third party authorised to collect payment from you on our behalf.

1.16 **“Payment Default”** means your failure to pay any amount due under this Agreement on the due date, including where a Debit Order is returned unpaid, reversed, disputed or dishonoured, and such failure is not remedied within the period stated in a Default Notice.

1.17 **“Personal Information”** shall have the meaning ascribed to it in the Protection of Personal Information Act, No. 4 of 2013 (“POPIA”).

1.18 **“POPIA”** means the Protection of Personal Information Act, No. 4 of 2013, and its regulations, as amended from time to time.

1.19 **“Services”** means the management of the Unit on our secure cloud-based server.

1.20 **“Suspended Open Mode”** means the technical state in which the Unit is remotely opened, unlocked, deactivated or placed into a non-active locking state so that Haltlock no longer provides the active locking functionality forming part of the Services.

1.21 **“Uncontrolled Event”** means any event beyond our reasonable control, including (without limitation) fire, flood, earthquake, acts of God, riots, civil disorders, rebellions, revolutions, the termination or suspension of services or products provided by a third-party supplier or the Network Provider, no or weak GPS signal, Unit failure, or logistical difficulties.

1.22 **“Unit”** means the Haltlock locking mechanism and associated components.

2. COMMENCEMENT, DURATION, CANCELLATION AND SUSPENSION

2.1 This Agreement commences on the Acceptance Date and continues for the full Contract Period, or until cancelled in accordance with its terms or applicable law. You acknowledge that you may not cancel or terminate the Unit and the Services separately. Cancellation of the Agreement for any reason terminates both the Unit and the Services.

2.2 The Services commence on the Effective Date.

2.3 If neither party cancels the Agreement on or before the Expiry Date, it will automatically renew on a month-to-month basis and may be terminated by either party

on at least one (1) calendar month's written notice, which termination will take effect on the first day of the month following the end of the notice period. We will notify you between forty (40) and eighty (80) Business Days before the Expiry Date of the impending expiry and any material changes that will apply on renewal. You retain your right to cancel as set out above.

2.4 You may cancel this Agreement in writing within seven (7) days after the later of the Acceptance Date or the Effective Date if the Agreement was concluded electronically or through direct marketing. In such event, you remain liable for the direct costs of returning the Unit to us and for all costs of any recovery efforts incurred prior to termination.

2.5 We may suspend the Services if:

2.5.1 You are in Payment Default;

2.5.2 the Network Provider is no longer available or of practical use;

2.5.3 an Uncontrolled Event makes it impossible, unsafe or commercially impractical to provide the Services; and/or

2.5.4 you are otherwise in material breach of this Agreement.

3. CUSTOMER'S OBLIGATIONS AND ACKNOWLEDGEMENTS

3.1 You are responsible for making the Asset available at a Fitment Centre for installation of the Unit.

3.2 You must verify that the Unit is functioning after installation, repair or testing. You are solely responsible for maintaining and insuring the Unit at your own cost.

3.3 If the Unit malfunctions due to liquid damage, accident damage, tampering, or any negligence on your part or that of any third party, you will be liable for the full cost of installation, testing, repair, removal or replacement, payable directly to the Fitment Centre unless we agree otherwise.

3.4 You acknowledge and agree that the SIM card in the Unit remains our property.

3.5 You acknowledge and agree that ownership of the Unit passes to you only once the full purchase price has been paid.

3.6 You acknowledge that installation, activation, suspension, termination, deactivation or placing the Unit in Suspended Open Mode may affect your insurance cover. You are solely responsible for confirming the requirements of your insurer and for ensuring that your insurance cover remains valid. You authorise us, where reasonably necessary, to notify your insurer that the Services have been suspended, terminated, reconnected or

otherwise materially changes, provided that such notification is made in accordance with POPIA and the Haltlock Notice.

3.7 You acknowledge that the Unit must be operated strictly in accordance with the specifications and instructions in the User Manual (available at www.haltlock.com). You undertake to comply fully with the User Manual at all times.

3.8 Failure to comply with the User Manual will result in the forfeiture of all warranties set out in clause 10.

4. HALTLOCK'S OBLIGATIONS

4.1 We will provide you with remote access to open and close the Unit via our secure cloud-based software, remote control and mobile app, anywhere in the world.

4.2 We will use reasonable endeavours to ensure the Unit remains usable, subject to Uncontrolled Events.

4.3 We will secure your data in accordance with industry standards and our privacy policies.

4.4 We will notify you of any known battery faults or design flaws in the Unit.

4.5 We rely on external suppliers for GPS information and shall not be liable for any delays in the provision of such information.

5. FEES AND PAYMENT

5.1 Billing commences on the Effective Date. Service fees are payable monthly in advance and will be collected on the date(s) you selected.

5.2 To the fullest extent permitted by law, all amounts payable under this Agreement must be paid free of exchange, deduction or set-off by direct Debit Order drawn against the bank account nominated by you, or in such other manner as we may determine from time to time. You further agree that:

5.2.1 we are authorised to draw all amounts due from the nominated account;

5.2.2 the Debit Order authority commences on the Effective Date and continues until termination of the Agreement or until all amounts owing have been paid in full;

5.2.3 if we use an intermediary to collect payments, you consent to the use of your Personal Information (including name, ID number, account number and any other necessary details) for this purpose;

5.2.4 the amount may vary if additional services are provided; and

5.2.5 any payment instruction issued by us will be treated by your bank as if issued by you personally, and you authorise your bank to debit your account accordingly.

5.3 If you fail to pay any amount on its due date, we may, without prejudice to any other rights and subject to the applicable laws:

5.3.1. notify you of the Payment Default and require payment of the arrears;

5.3.2. re-present the Debit Order or collect the arrears together with the next monthly fee, unless a structured repayment plan has been agreed;

5.3.3. charge reasonable default administration and / or reconnection fees, if applicable and disclosed to you;

5.3.4. suspend the services after delivery of a Default Notice;

5.3.5. place the unit in Suspended Open Mode after delivery of a Default Notice, provided that it is technically safe and reasonably practicable to do so;

5.3.6. take reasonable steps to recover the outstanding amount; and / or

5.4. Any remote command issued by Haltlock in connection with suspension will be limited to placing the Unit in Suspended Open Mode. Haltlock will not knowingly issue any remote command that may:

5.4.1. immobilise the Asset while it is being driven or operated;

5.4.2. create a material safety risk to any person;

5.4.3. cause physical damage to the Unit, Asset or any third-party property; or

5.4.4. unlawfully deprive you or any third party of possession or use of the Asset.

5.5. Where technically possible, any remote suspension command will be issued only when the Unit indicates that the Asset is stationary or in a safe state. If the Unit cannot communicate with our systems, the suspension command may remain pending until communication is restored.

5.6 You acknowledge the insurance implications set out in clause 3.6 in respect of any suspension or termination.

5.7 During any suspension of the Services, we reserve the right to continue charging you to keep your account active.

5.8 We may increase fees annually but will endeavour to keep any escalation below eight percent (8%).

5.9 You agree that, to the fullest extent permitted by law:

5.9.1 we may conduct a credit enquiry with any registered credit bureau;

5.9.2 we may share your Personal Information, credit history, compliance record and other details with any registered credit bureau, the South African Credit and Risk Reporting Association (SACRRA), or any organisation representing credit bureaus; and

5.9.3 the credit bureau and any credit provider may share your details for any purpose permitted by the National Credit Act, No. 34 of 2005.

6. SERVICE DELIVERY, SERVICE AVAILABILITY AND WARRANTIES

6.1 We will use reasonable endeavours to make the Services available and to maintain their availability. However, the Services are provided “as is” and “as available”. We do not warrant or guarantee that the Services will be error-free, uninterrupted, always available, fit for any particular purpose, secure, reliable or will meet your specific delivery timelines, except to the extent required by the CPA.

6.2 The Unit and the Services depend on the Network Provider. You acknowledge that the Unit may not communicate at all times and that the Services may be unavailable in certain locations or for undetermined periods. This is beyond our control and we will not be liable for any resulting loss or damage, subject always to the CPA.

6.3 No warranty applies in cases of liquid damage, accident damage, tampering or negligence by you or any third party. Repairs in such cases are for your account and payable directly to the Fitment Centre unless we agree otherwise.

6.4 We provide emergency and 24-hour assistance through a third-party service provider as part of the Services. This assistance is limited to the first three (3) hours. Any additional services required thereafter are for your account and arranged directly with the third-party provider.

7. PERSONAL INFORMATION

Any italicised words not defined in this Agreement have the meanings given in the Haltlock Notice.

7.1 In this clause, references to “you” and “your” Personal Information include any person or juristic entity you represent.

7.2 The Haltlock Notice forms part of this Agreement and governs our use and sharing of Personal Information.

7.3 By accepting this Agreement, you confirm that you have read and understood the Haltlock Notice and consent to the processing of your Personal Information for the purposes set out in this Agreement and the Haltlock Notice, including installation, activation, monitoring, support, billing, payment collection, default management, suspension, reconnection, insurance-related notifications, and the issuing of remote commands to the Unit where permitted by this Agreement. Nothing in this Agreement

limits any non-excludable rights you may have under POPIA, the CPA or any other applicable law.

7.4 You warrant that you are duly authorised to provide us with the Personal Information and, if you are acting on behalf of another person or entity, that you have obtained all necessary consents (including from the owner and/or driver of the Asset).

7.5 You warrant that all Personal Information supplied to us as at the Acceptance Date is true and correct and that you will notify us of any changes within twenty-four (24) hours by email to hello@haltlock.com or by telephone on 066 186 3541.

7.6 You warrant that you have informed all relevant parties (including the owner and/or driver/s of the Asset) of:

7.6.1 the installation of the Unit;

7.6.2 your agreement with us for the Services; and

7.6.3 our right to process Personal Information in accordance with this Agreement and the Haltlock Notice.

7.7 You accept liability for any loss or damage we may suffer if a third party claims against us as a result of your breach of the warranties in this clause.

7.8 You acknowledge that the Unit may transmit location data and other Personal Information (including speed, geolocation, harsh braking and harsh acceleration). We will process such data strictly in accordance with this Agreement and the Haltlock Notice.

7.9 You acknowledge that the Haltlock patent is owned by Hardcore and that, in terms of our agreement with Hardcore, all data generated by the Unit is owned by Hardcore. You consent to Hardcore processing and, where applicable, selling such data to your insurer, provided that your Personal Information is protected through appropriate agreements.

8. INDEMNITY

You unconditionally and irrevocably indemnify the Haltlock Companies and hold them harmless against any and all loss, damage, claims, liability and costs (of whatsoever nature and howsoever arising) suffered or incurred by the Haltlock Companies as a result of any third-party claim (other than a claim by you) arising from: 8.1 your use of the Services or the Unit otherwise than as permitted by this Agreement; or 8.2 any other act or omission by you relating to this Agreement or the provision of the Services or Unit where you acted wrongfully or failed to act when you had a duty to do so.

9. LIMITATION OF LIABILITY

9.1 Without limiting clause 9.2, we shall not be liable to you, and you shall have no claim against us, for any loss or damage arising from:

9.1.1 your failure to respond to any notification sent by us;

9.1.2 any notification that does not reach you because your chosen device is not functioning, disabled, disconnected or faulty, or because you failed to notify us of a change in your contact details;

9.1.3 any interruption in the Services caused by an Uncontrolled Event;

9.1.4 any misrepresentation, act or omission by a third party; or

9.1.5 any damage, loss, cost or claim resulting from the suspension or termination of the Services in accordance with this Agreement.

9.2 In addition to any other limitations in this Agreement and to the fullest extent permitted by law, neither party shall be liable to the other or to any third party for any special, indirect, incidental, consequential or punitive damages. If a competent court finally determines that we are liable to you, our total liability for any damages arising from the Services in question shall be limited to the total amount paid by you for those Services during the twelve (12) months immediately preceding the event giving rise to the liability.

10. NATIONAL CREDIT ACT

Nothing in this Agreement authorises Haltlock to repossess the Unit or the Asset, or to enforce any credit-related right, otherwise than in accordance with the National Credit Act, No. 34 of 2005, where applicable. If this Agreement or any related agreement constitutes a credit agreement, Haltlock's remedies will be exercised subject to the notices, procedures and consumer protections required by the National Credit Act.

11. WARRANTY

11.1 The Unit carries the following manufacturer's warranty:

11.1.1 three (3) years on the hardware (steel box housing);

11.1.2 two (2) years on all electronics; and

11.1.3 one (1) year on the back-up battery

11.2 You must place the vehicle in park before switching off the ignition to activate the auto-lock function. Switching off the ignition in any other gear may damage the Unit or the vehicle's gear selection system.

11.3 You acknowledge that no warranty claim may be made if the damage is found to have resulted from a breach of clause 11.2.

12. BREACH

12.1 If you breach any provision of this Agreement, we may, without prejudice to any other rights and to the extent permitted by law:

12.1.1 give you a reasonable opportunity to remedy the breach (taking into account the nature of the breach);

12.1.2 suspend the Services;

12.1.3 cancel all agreements between us; or

12.1.4 demand immediate performance and/or payment of all your obligations.

12.2 If we suspend, disconnect or terminate the Services, we will only reconnect them once all outstanding Service fees have been paid in full. We reserve the right to charge a reconnection fee.

13. COMMUNICATION, COMPLAINTS HANDLING AND DISPUTE RESOLUTION

13.1 We may send you promotional communications regarding special offers, discounts, new services or products. All such communications will comply with the Haltlock Notice and applicable law. You may at any time notify us in writing that you no longer wish to receive promotional material. If you are a consumer under the CPA, you may pre-emptively block such communications.

13.2 You consent to receiving important service-related communications from us by SMS, email and/or telephone. You may not opt out of these communications.

13.3 Any complaint must first be submitted to us in writing at hello@haltlock.com and include your full name and surname, account number, the date the complaint arose, and a clear description of the issue. For billing complaints, you must also provide a copy of the relevant bill (or its particulars), the reason for the dispute, the amount in dispute, and any supporting documentation.

13.4 Payment defaults are excluded from this complaints process; we may proceed directly to legal action.

13.5 You agree not to approach any authority, court or dispute resolution body until you have first given us a reasonable opportunity to resolve the complaint.

14. INTELLECTUAL PROPERTY RIGHTS

Except for third-party intellectual property rights that we licence, we retain all existing and future intellectual property rights in the Services, the Unit, any software we use, our network infrastructure, e-commerce systems, business and the provision of the Services.

15. GENERAL

15.1 We may amend this Agreement from time to time. Any amended version will be published on our website or app with an effective date not less than thirty (30) days after publication. It is your responsibility to check our website regularly for amendments.

15.2 This Agreement constitutes the entire agreement between us and supersedes all prior agreements, representations or undertakings, whether oral or written.

15.3 Any notice we send to you may be sent by email unless otherwise required by law.

15.4 No indulgence, leniency or extension of time granted by us shall prejudice our rights or preclude us from enforcing them in the future.

15.5 Our chosen physical address for service of legal documents is 211 Heloma Street, Waterkloof, Pretoria 0181, South Africa, attention: Managing Director.

15.6 We will send any notice or legal process to the address you provided when entering into this Agreement (as updated by you from time to time).

15.7 If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.

15.8 This Agreement is governed by the laws of the Republic of South Africa.

16. MORE ABOUT US

In accordance with the Electronic Communications and Transactions Act, 25 of 2005, the following information is provided:

16.1 Haltlock is a private company incorporated in South Africa with registration number 2018/553122/07.

16.2 Our VAT registration number is 4680305994.

16.3 We are a member of the Private Security Industry Regulatory Authority (PSIRA) (details available at www.psira.co.za) and are ISO 9001 certified.

16.4 Our main business is the supply and installation of a patented locking mechanism.

16.5 A list of office bearers is available at www.haltlock.com.

16.6 Our physical address is 211 Heloma Street, Waterkloof, Pretoria 0181, South Africa. Contact us at hello@haltlock.com or on 066 186 3541.

16.7 Our website is <https://www.haltlock.com>.

DEBIT ORDER AUTHORISATION

You hereby authorise Haltlock to debit your nominated bank account on your chosen salary date each month with the service fee. If your salary date falls on a non-processing day, we may debit your account on the first available processing day thereafter. You agree that we may adjust your payment date to align with any change in your salary date. Should any debit order be returned unpaid, you authorise us to attempt collection again within fifteen (15) days and agree to pay any associated costs.

When the due date falls on a Sunday or public holiday, the service fee will be due on the first Business Day immediately preceding that day.

The account details for the debit order are as follows:

Field	Details
Account Holder	
Bank	
Branch	
Branch Code	
Account Number	
Account Type	<input type="checkbox"/> Savings <input type="checkbox"/> Cheque <input type="checkbox"/> Transmission
Preferred Date	1st / 15th / 25th
Amount	R

Signature: _____ Date: _____

Signature: _____ Date: _____

(If two signatures are required by your bank.)