RAPID TRACK

SERVICE AGREEMENT & TERMS AND CONDITIONS

Cruz Consulting trading as RapidTrack | Reg. No. 2022/614490/07 | VAT No. 4910324500
584 Chris Hani Road, Briardene, Durban | accounts@rapidtracksa.co.za

IMPORTANT: This agreement must be read with the signed RapidTrack Customer Sign-Up & Service Application, package selection, fleet schedule (if any), quotation and any written addendum. Where consumer-protection legislation applies, these terms are subject to rights that cannot lawfully be waived or excluded.

1. PARTIES, DEFINITIONS & APPOINTMENT

1.1 Parties. “RapidTrack”, “we”, “us” or “our” means Cruz Consulting trading as RapidTrack. “Customer”, “Subscriber”, “you” or “your” means the person or entity identified in the signed application.

1.2 Services. Services may include vehicle/asset tracking, telematics, alerts, monitoring, driver monitoring, immobilisation functionality where lawfully and technically enabled, RF backup, cargo/container security, control-room support and recovery or recovery-support services, depending on the package selected.

1.3 Appointment. The Customer appoints RapidTrack to provide the selected services, and RapidTrack accepts that appointment subject to this agreement, technical availability, network coverage, applicable law and the selected package.

2. COMMENCEMENT, CONTRACT TERM & CANCELLATION

2.1 Commencement. The agreement begins when accepted by RapidTrack or when installation/activation of the selected service occurs, whichever happens first, unless otherwise agreed in writing.

2.2 Minimum term. The selected term is 12, 24 or 36 months, or another term recorded in the application/quotation.

2.3 Cancellation notice. Subject to any minimum term and applicable consumer law, cancellation requires at least 30 days’ written notice to accounts@rapidtracksa.co.za. Notice does not cancel amounts already due.

2.4 Early termination. Where the Customer terminates before expiry of an agreed fixed term, any early-termination charge or settlement will be limited to an amount permitted by applicable law and the circumstances of the contract. RapidTrack will not impose a charge that is prohibited by law.

2.5 After minimum term. If service continues after the selected minimum term, it continues on the basis stated in the applicable quotation/addendum and remains cancellable on the agreed notice, subject to applicable law.

3. EQUIPMENT, INSTALLATION & CUSTOMER RESPONSIBILITIES

3.1 Approved installation. Tracking/security equipment must be installed, configured and tested by RapidTrack or an authorised technician unless RapidTrack confirms otherwise in writing.

3.2 Vehicle condition and authority. The Customer confirms that it owns the vehicle/asset or has lawful authority to authorise installation, monitoring and use of the selected services.

3.3 No tampering. The Customer must not remove, relocate, open, interfere with, bypass or modify equipment or wiring. Unauthorised interference may affect the service and may be chargeable to inspect or repair.

3.4 Maintenance events. The Customer must notify RapidTrack if the vehicle/asset undergoes accident repair, electrical work, battery replacement, major body work, water exposure or other work reasonably capable of affecting installed equipment.

3.5 Testing. RapidTrack may conduct activation and communication tests. The Customer must promptly report suspected equipment or communication faults.

3.6 Battery and power. Some equipment relies on the vehicle/asset power supply. RapidTrack is not responsible for failure caused by a defective, disconnected or discharged vehicle battery, incorrect voltage, unauthorised electrical work or circumstances outside RapidTrack’s reasonable control, subject always to applicable law.

4. TRACKING, NETWORKS, RF & SERVICE AVAILABILITY

4.1 Technology limitations. GPS, GSM/LTE, RF, Bluetooth, IoT and related communications are dependent on technology, networks, signal availability and the operating environment. Coverage may be interrupted or unavailable.

4.2 Interference and jamming. Tracking and communication may be affected by signal jamming, shielding, tampering, underground or enclosed locations, network outages, power loss, damaged equipment, environmental conditions or third-party systems.

4.3 No continuous guarantee. RapidTrack does not warrant uninterrupted communication, continuous location accuracy or that every alert will be transmitted or received in real time.

4.4 RF backup. Where RF backup is selected, it is an additional recovery-support layer and not a guarantee that an asset can be located or recovered.

5. CONTROL ROOM, ALERTS & AUTHORISED CONTACTS

5.1 Control room. Where included, RapidTrack's control room may monitor system-generated events, receive customer notifications, communicate with authorised contacts and coordinate operational support.

5.2 Contact details. The Customer must keep authorised-user, emergency-contact, telephone, email, vehicle and other operational information accurate and current.

5.3 Verification. RapidTrack may use the confidential verification question, passphrase or other reasonable identity checks before releasing sensitive information or taking certain instructions.

5.4 False or accidental alerts. The Customer must promptly advise RapidTrack of accidental activations or false alerts. Third- party response or other exceptional costs reasonably incurred because of a customer-caused false activation may be charged where disclosed and lawfully recoverable.

6. THEFT, HIJACKING, RECOVERY & RESPONSE

6.1 Immediate reporting. On suspected theft or hijacking, the Customer or authorised person must contact RapidTrack as soon as reasonably possible and cooperate with RapidTrack, SAPS, insurers and authorised recovery personnel.

6.2 RapidTrack-Track. The RapidTrack-Track package includes recovery support/coordination. Unless separately stated in writing, this does not mean that all third-party recovery costs are included.

6.3 Super Drive & HyperDrive. RapidTrack-Super Drive and RapidTrack-HyperDrive include recovery service within the scope, territory and conditions applicable to the selected package, provided the account is in good standing and the service is technically and operationally available.

6.4 No recovery guarantee. Tracking, monitoring and recovery services are intended to reduce risk. They do not eliminate theft/hijacking risk and do not guarantee that a vehicle, cargo or asset will be located, intercepted, recovered intact, recovered within a particular time or recovered at all.

6.5 Operational discretion and safety. Recovery actions may be undertaken by RapidTrack, security providers, recovery agents or other authorised third parties. Operational decisions remain subject to safety, legality, SAPS involvement, available information and circumstances at the time. Customers must not place themselves or others at risk by attempting an unauthorised recovery.

6.6 Territory. RapidTrack services are provided only within the Republic of South Africa (RSA). No tracking, monitoring, response, recovery or other operational service is provided outside the RSA. Any vehicle, cargo or asset outside the RSA is outside the service territory.

7. IMMOBILISATION & REMOTE COMMANDS

7.1 Availability. Immobilisation or remote-command functionality is available only on compatible equipment/packages and where activated.

7.2 Safety. RapidTrack may refuse or delay an immobilisation instruction where executing it could reasonably create a safety risk, be unlawful, or where the vehicle/device status cannot be sufficiently verified.

7.3 Customer authority. A person requesting an immobilisation or other remote command warrants that they are authorised to do so. RapidTrack may require identity/security verification.

8. FEES, BILLING & PAYMENT

8.1 Charges. The Customer must pay the subscription, installation and other charges recorded in the application, quotation, invoice or written addendum, together with VAT where applicable.

8.2 Pricing changes. Any change to recurring pricing will be communicated and implemented in accordance with the agreement and applicable law.

8.3 EFT. Manual payments may be made to FNB Cheque Account, branch code 250255, account number 63129603238, using the requested customer/account or vehicle reference.

8.4 Debit order. Where the Customer signs a debit-order mandate, RapidTrack and/or its duly appointed collection provider may submit lawful payment instructions in accordance with that mandate.

8.5 Arrears. If an account is overdue, RapidTrack may take lawful steps to collect amounts due and, where permitted and reasonable, suspend affected services after any notice required by law or the agreement. Suspension can materially affect monitoring and recovery capability.

8.6 Collection costs. Reasonable collection/legal costs may be recovered only to the extent permitted by law.

9. WARRANTIES, RISK & LIMITATION OF LIABILITY

9.1 Risk reduction. The Customer acknowledges that RapidTrack services are risk-reduction and operational-support services, not insurance and not a guarantee against theft, hijacking, damage or loss.

9.2 Events outside reasonable control. Subject to applicable law, RapidTrack is not responsible for loss caused by network failure, GPS/RF/GSM unavailability, jamming, shielding, power failure, unauthorised tampering, third-party infrastructure, acts of criminals, force majeure or other events outside RapidTrack's reasonable control.

9.3 Excluded loss. To the maximum extent permitted by law, RapidTrack excludes liability for indirect, special or consequential loss, loss of profit, business interruption or loss arising from the loss of use of a vehicle/asset.

9.4 Non-excludable rights. Nothing in this agreement excludes or limits liability, warranties, remedies or consumer rights to the extent that exclusion or limitation is prohibited by South African law. Any provision that would otherwise exceed what the law permits must be read down to the maximum lawful extent.

9.5 Insurance. The Customer remains responsible for appropriate vehicle, cargo, asset and liability insurance. RapidTrack's service is not a substitute for insurance.

10. CUSTOMER INFORMATION, PRIVACY & POPIA

10.1 Purpose. RapidTrack may process personal information to open and administer accounts; arrange installation; provide tracking, monitoring and security services; process payments; communicate alerts; verify users; coordinate recovery/response; investigate service incidents; maintain records; and comply with legal obligations.

10.2 Location and telematics data. The Customer acknowledges that the service may process vehicle/asset location, movement, event, driver or telematics information depending on the selected product.

10.3 Third parties/operators. RapidTrack may use contracted operators/service providers such as hosting, telecommunications, payment, installation, security and recovery providers where reasonably necessary to provide the service. Appropriate safeguards will be applied as required by law.

10.4 Authority for other persons. Where the Customer supplies information about employees, drivers, emergency contacts or other individuals, the Customer confirms that it has a lawful basis/authority to provide that information and will provide any notices required of it.

10.5 Security and retention. RapidTrack will take reasonable technical and organisational measures to safeguard personal information and retain it only for as long as reasonably required for lawful business, contractual or legal purposes.

10.6 Access and correction. Requests concerning personal information, including reasonable access or correction requests, may be directed to accounts@rapidtracksa.co.za and will be handled in accordance with applicable law.

11. CONFIDENTIALITY & SYSTEM ACCESS

11.1 Credentials. Login details, passphrases and security credentials must be kept confidential. The Customer is responsible for promptly reporting suspected compromise.

11.2 Location confidentiality. Vehicle/asset location and security information is sensitive. RapidTrack may refuse disclosure where identity or authority cannot reasonably be verified.

12. BREACH, SUSPENSION & TERMINATION

12.1 Customer breach. Material breach includes non-payment, unlawful use, deliberate tampering, fraudulent instructions or a serious failure to perform obligations under this agreement.

12.2 Remedies. RapidTrack may exercise remedies available under the agreement and applicable law, including requiring a breach to be remedied, suspending affected services where lawful, or terminating the agreement where legally permitted.

12.3 Amounts due. Termination does not extinguish lawful amounts accrued before termination.

12.4 Equipment on termination. Any removal, return, transfer, de-installation or continued use of equipment will be dealt with according to the applicable quotation/application and the ownership status of the equipment.

13. NOTICES & CHANGES

13.1 Customer notices. Formal cancellation and account notices should be sent to accounts@rapidtracksa.co.za unless RapidTrack provides another designated address in writing.

13.2 RapidTrack notices. RapidTrack may send operational/account notices to the latest email address, mobile number or other agreed contact channel supplied by the Customer.

13.3 Changes to customer information. The Customer must promptly notify RapidTrack of changes to ownership, vehicle, contact, banking, authorised-user or emergency-contact information.

14. GENERAL

14.1 South African law. This agreement is governed by the laws of the Republic of South Africa.

14.2 Entire agreement. The signed application, quotation, fleet schedule, these terms and any signed/written addendum together constitute the agreement concerning the selected services.

14.3 Variation. A material variation must be agreed or notified in the manner required by the agreement and applicable law.

14.4 Severability. If a provision is unlawful or unenforceable, it must be read down where possible; otherwise it is severed without invalidating the remaining provisions.

14.5 No waiver. A delay or indulgence in enforcing a right does not by itself waive that right.

14.6 Third-party services. Where third-party networks, apps, hardware, recovery agents, installers or service providers are used, their availability may affect the service. RapidTrack remains responsible only to the extent required by its agreement and applicable law.

15. ACCEPTANCE

By signing below, the Customer confirms that it has had the opportunity to read these Terms and Conditions, understands that tracking and recovery cannot be guaranteed, and accepts these terms together with the Customer Sign-Up & Service Application and selected package.

Customer / Company Name:	**Authorised Signatory:**
Capacity:	**ID / Registration No.:**
Signature:	**Date:**
Signed at:	**RapidTrack Representative:**