

## **LOCATRACK TERMS AND CONDITIONS**

### **1. INTRODUCTION**

- 1.1 The following terms and conditions (Hereinafter referred to as these "Terms") govern all use of the LocaTrack mobile applications and services (Hereinafter collectively referred to as the "Services") and constitute a valid and binding agreement between You, the user of the Services, and LocaTrack, the provider of the Services.
- 1.2 Any use of the Services by You, is subject to your acceptance of these Terms without modification and all other operating rules, policies, including, without limitation, the LocaTrack Privacy Policy (These Terms, the Operating Rules and the Privacy Policy are hereinafter collectively referred to as the "Agreement").
- 1.3 Please read the Agreement carefully before accessing or using the Services. By accessing or using the Services, You agree to become bound by the Agreement. If you do not agree to all the terms and conditions of the Agreement, then You may not access or use the Services.
- 1.4 If You do not have the bill payers' permission to use the Services - then do not access the Services and promptly cease using the Services.
- 1.5 You are advised to regularly check the [LocaTrack Website](#) for any amendments or updates.
- 1.6 You may unsubscribe from the LocaTrack Services at any time by:  
  
Sending a "STOP" SMS to 36628 if you subscribed via a WASPA service.  
  
Managing your subscription through the relevant App Store if you subscribed via the App Store.  
  
Emailing [support@locatrack.co.za](mailto:support@locatrack.co.za) for further assistance.

1.7 You may contact the LocaTrack customer support on 011 507 4630 or by emailing [support@locatrack.co.za](mailto:support@locatrack.co.za)

1.8 This Agreement was last revised on 18 February 2025.

## **2. DEFINITIONS**

2.1 In this Agreement the following definitions apply:

2.1.1 "Application" shall mean computer software designed to help a User perform specific tasks, and for purposes of this Agreement shall pertain to the LocaTrack Application.

2.1.2 "Control Room" shall mean the LocaTrack incident response coordinating call centre.

2.1.3 "Fees" shall mean the fee payable by the User to LocaTrack in consideration for the provision of the Service.

2.1.4 "LocaTrack" shall mean Loca Tracking (Pty) Ltd, a company registered and operating in South Africa with registration number 2019/256499/087.

2.1.5 "LocaTrack Premium Services" shall mean the Services, in so far as they grant the User who has subscribed for LocaTrack Premium access to response from private Response Partners (i.e. paid response).

2.1.6 "(OTP)" shall mean the "one time password, being a numerical passcode sent to Users upon registration on the Application.

2.1.7 "Operator/s" shall mean LocaTrack Control Room employees tasked with linking incidents with Responders.

2.1.8 "Platform" shall mean hardware architecture and software frameworks that allow Applications to run.

- 2.1.9 "Push Notifications" shall mean the delivery of information from the Application to the User without a specific request from the User.
- 2.1.10 "Responder/s" shall mean emergency response services, including but not limited to, police, ambulances, private armed responders/private security ("Armed Response"), private emergency medical services ("Private Medical Response") on a prehospital basis.
- 2.1.11 "Response Partners" shall mean any private or public emergency response service provider that LocaTrack has entered into a contract with, including but not limited to any understanding, agreement, contract or subcontract with, which assists LocaTrack in providing the Service,
- 2.1.12 "SAPS" shall mean the South African Police Service.
- 2.1.13 "Services" shall mean the service offered via the LocaTrack Application.
- 2.1.14 "User/s" shall mean any individuals who make use of or accesses the Application.
- 2.1.15 "WASPA" shall mean the Wireless Application Service Providers Association of South Africa, accessible at [www.waspa.org.za](http://www.waspa.org.za).

### **3. REGISTRATION AND CREATION OF AN ACCOUNT**

- 3.1 In order to access and use the Application, You must sign up as a User and create Your account. Once You have completed this process by providing a mobile phone number, You will receive a confirmation short message service (SMS) with your OTP to verify Your mobile number. Once You have entered the OTP, You will be logged into the Application.
- 3.2 Upon Your first login, You will be asked by Your mobile phone's operating system, to enable push notifications and location services,

which You are required to do in order to make use of the Application and/or Service.

- 3.3 The Application requires access to Your location even when You are not using the Application. The Application requires location updates during an incident in order to provide assistance. The Application will not allow You to request assistance unless You have granted the Application location permissions.
- 3.4 Should You disable push notifications for the Application, You will not get update notifications during an incident unless the Application is open.
- 3.5 Should You select the option to join the LocaTrack mailing list and receive news alerts, LocaTrack shall utilise the valid email address/es submitted by You to provide this information to You. Please contact us via email at [support@locatrack.co.za](mailto:support@locatrack.co.za) if You no longer want to receive these communications.
- 3.6 You must keep Your access details confidential and not allow others to use them. Security of the account is Your responsibility and LocaTrack assumes no liability for any loss or damage arising from any unauthorised use of Your account by a third party. You must notify LocaTrack immediately of any unauthorised use of the account or any other breach of security.
- 3.7 In the event of the security of Your account being compromised, LocaTrack reserves the right to suspend the processing of any communications and may immediately deactivate the associated login credentials. You shall refrain from using the LocaTrack Service until new login credentials are issued.
- 3.8 You hereby indemnify and hold LocaTrack, its directors, employees, agents, and representatives harmless for any and all losses, damages and expenses arising from Your failure to ensure the security of the account, including all legal fees, on an attorney-client scale.

- 3.9 By registering on the LocaTrack Application, You agree to refrain from:
- 3.9.1 selecting or using a name, mobile phone number, or email address of another person with the intent to impersonate that person;
  - 3.9.2 using a name, mobile phone number, or email address subject to the rights of any person without their authorisation (bill payers' consent is required);
  - 3.9.3 using "bots" or other automated ways to create an account; or
  - 3.9.4 using a name in violation of the intellectual property rights and/or copyright of any person;
  - 3.9.5 Using the Service for any illegal and/or immoral purposes;
  - 3.9.6 Using the Service to intentionally engage in illegal conduct;
  - 3.9.7 Using the Service to knowingly create, store or disseminate any illegal content;
  - 3.9.8 Using the Service to send spam or promote the sending of spam.
- 3.10 LocaTrack reserves the right to suspend or terminate the Services of any User who does not comply with the terms and conditions of this Agreement and/or any other related contractual obligations.
- 3.11 LocaTrack reserves the right to take down any content (hosted as part of the service) that it considers illegal or for which it has received a take-down notice.

#### **4. PERMITTED USE OF THE SERVICES**

- 4.1 The LocaTrack Application enables Users to:

- 4.1.1 request emergency assistance. The Application facilitates the request by linking the User with a Responder;
- 4.1.2 Should the User be outside of mobile signal coverage area, they will not be able to request assistance, but instead will be presented with the option to phone 10111;
- 4.1.3 share their live location (for set periods of time, or indefinitely) with other users ("Designated Users") who have been selected by the User to see their live location on the tracking map within the Application;
- 4.2 No person other than the User or a Designated User will be able to see the live location of the User, except in the case of an ongoing incident when the attending operator and relevant Responders may also access this information, for the purposes of providing emergency response.
- 4.3 The User's location settings should be turned on to allow the Application to access the User's location at all times, to allow for real-time tracking. If this is not done, the Application will not be able to track the User in real-time.
- 4.4 A User may opt-out at any point in time from sharing their live location with another Designated User, by turning off this functionality within the Application.
- 4.5 You accept that the sharing of Your live location with another/other Designated User/s is done solely at Your request and in accordance with Your preferences.
- 4.6 Users should be cognisant of the difference in the coverage areas between LocaTrack Premium and GSM:
- 4.7 LocaTrack Premium – We have partnered with private third party Emergency Response organisations (both in terms of Armed Response and Private Medical Response – ER24) which operate in designated areas. Users will know if they fall within this coverage

area (safe zone) by accessing the coverage map in the menu display on the Application

- 4.8 GSM – Cell Phone network specific. Users will need to be able to access the GSM network to access any LocaTrack service.
- 4.9 Users shall use the Application for personal, non-commercial use only.
- 4.10 LocaTrack Premium Services – Personal use only: Users acknowledge and agree that LocaTrack Premium Services shall only be made available to the User who has subscribed for, or who has been granted access to, LocaTrack Premium Services. Users acknowledge and agree that LocaTrack Premium Services are limited to one user.
- 4.11 Please note that a User who has subscribed for LocaTrack Premium Services may still request assistance on behalf of another individual, however this response shall either be:
  - 4.11.1 limited to national/provincial, or;
  - 4.11.2 provided for on a paid-for basis, whereby the User requesting assistance accepts liability for payment to any Response Partner. Amounts owed by a User to a Response Partner are the responsibility of the User concerned, and LocaTrack accepts no responsibility whatsoever for any such amounts;
  - 4.11.3 in certain circumstances, EMS response will still be provided by ER24 for immediate family members of the User in question.
- 4.12 Fair usage: Users acknowledge and agree that the Service includes the dispatch of private Responders 4 (four) times during the calendar year.
- 4.13 LocaTrack may, at its discretion, charge for additional dispatches of Private Armed Response and/or Private Medical Response for the User's account.

- 4.14 LocaTrack relies heavily on the use of technology outside of our scope of control, including but not limited to asymmetric digital subscriber lines, fibre networks, internet service providers, landline networks, local area networks, low-power wireless area networks, mobile devices, mobile networks, satellites and wireless area networks. Every effort is made to ensure that the Application is operational. However, LocaTrack takes no responsibility for, and will not be liable for, the Application being temporarily unavailable due to technical issues beyond the control of LocaTrack.
- 4.15 The User acknowledges and accepts that LocaTrack, or any of its affiliates, agents, employees do not guarantee the accuracy of the Service and shall not be liable for any inaccuracies that may arise thereof.
- 4.16 The User acknowledges and accepts that availability, quality and coverage of the Application may be limited from time to time and further, that the Application may from time to time be unavailable and/or adversely affected as a result of inter alia physical features such as buildings and underpasses, as well as atmospheric conditions and other general causes of interference.
- 4.17 LocaTrack makes no warranty that the User's access to the Application will not be uninterrupted. LocaTrack may carry out maintenance or introduce new facilities and functions from time to time. The User agrees and accepts that as a result specific interruptions and unavailability of the Application and/or Service may occur.

## **5. DEVICE REQUIREMENTS AND COMPATIBILITY**

### **5.1 Mobile Device**

- 5.1.1 LocaTrack does not warrant that the Application will be compatible with the User's mobile device and it is the Users sole obligation to



ensure that the Application is compatible with the Users mobile device type.

5.1.2 The availability of the Service is subject to the following requirements for the functionality of the Application:

5.1.2.1 the mobile communication device used to access the Application must be powered on;

5.1.2.2 the mobile communication device used to access the Application must not be damaged such that it is unable to communicate (transmit) data to the LocaTrack Control Room;

5.1.2.3 the mobile communication device used to access the Application shall have text messaging capability;

5.1.2.4 the mobile communication device used to access the Application must be within the relevant User's communication network operator's data coverage area and the User's data communication services from the relevant network operator must be enabled and operational, with sufficient data available for use in accessing the Application; and

5.1.2.5 the (global positioning facility) GPS on the mobile communication device used to access the Application must be enabled.

5.1.2 The terms of agreement with the User's respective mobile communications network provider will continue to apply when using the Application.

5.1.3 LocaTrack shall not be liable for any communication, software or hardware costs the User may incur in connection with access or use of the Application.

## **6. PAYMENT**

### **6.1 General**

6.1.1 LocaTrack will bill the User the Fees monthly in advance on the 1st (first) of the Month.

6.1.2 The Fees must be paid by the User in full, without deduction or set off and free of bank charges.

6.1.3 Should the User fail to make payment of the Fees, LocaTrack shall cease provision of the Service to the User (Suspension of Services is fully reserved to LocaTrack), until such a time as it receives payment in full of the Fees for that month.

6.1.4 Errors will be billed.

### **6.1.5 Method of Payment**

6.1.5.1 The User may pay the Fees by means of debit order using a credit card, or selected debit cards, or;

6.1.5.2 The User may pay the Fees by way of a daily subscription of R5.00/per day (network fees apply) (free minutes do not apply).

6.1.6 A processing fee will be levied on the User on all returned debit orders.

6.1.7 The transaction currency is South African Rand (ZAR).

## **7. APPLICABLE RESTRICTIONS FOR ALL USERS**

7.1 You may not use the Application for any purpose that is unlawful or prohibited by this Agreement or any applicable additional or amended Terms of Service, or any other conditions or notices that are made available on the Application or Website.

- 7.2 Unauthorised use of this Application may result in LocaTrack instituting a claim for damages against You and/or You may be found guilty of a statutory and/or criminal offence.
- 7.3 The User shall be 18 (eighteen) years of age or over to download, install, access or use the Application.
- 7.4 Users under the age of 18 (eighteen) shall obtain consent from a parent or guardian prior to downloading, installing, accessing or using the Application.
- 7.5 Bill payers consent is always required.
- 7.6 By using or accessing the Application, you agree to refrain from the following conduct:
  - 7.6.1 transmitting any worms, viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature. This includes not interfering with the operation of any of the tools, scripts, routines or codes of the Application and/or the Services, including by using any software, routine or device that will or may interfere with the tools, services and/or Application, such as viruses, trojan horses, worms, time bombs, or cancelbots and/or other codes or malware of a destructive nature;
  - 7.6.2 intercepting any data or personal information of any User or third party transmitted on or via the Application;
  - 7.6.3 using the Application to perform or promote any act that is unlawful, misleading, malicious, defamatory, or discriminatory;
  - 7.6.4 performing any action that may disable, override or impair the efficient and/or proper operation or working of the Application;
  - 7.6.5 sharing content, taking or mobilising action using the Application in a way that infringes or violates any person's rights or the laws of any jurisdiction;

- 7.6.6 utilising the Application for any illegal or unauthorised purposes;  
and
- 7.6.7 violating any laws in any jurisdiction, including but not limited to  
any intellectual property laws.
- 7.7 Any act or omission which results in a failure to abide by the terms of  
this Agreement, as determined by LocaTrack in its sole discretion from  
time to time, may result in immediate suspension or termination of the  
account.
- 7.8 LocaTrack are not liable to You nor any third party for any breach of  
your obligations under this Agreement and for any consequences  
arising as a result of such breach, including any loss or damages  
which you or any third party may suffer.
- 7.9 Unauthorised use of the Application and/or Services includes  
engaging personally or permitting a third party to engage in the  
following activities:
  - 7.9.1 copying, adapting, modifying, publishing, republishing, distributing  
or redistributing this Application or the material on the Application  
without LocaTrack's prior written consent;
  - 7.9.2 using any automated data collection, data mining or data  
gathering methods of any kind in relation to the Application;
  - 7.9.3 reverse engineering, disassembling, decompiling, transferring,  
exchanging or translating the source code of the Application;
  - 7.9.4 making and distributing copies of the Application or allowing such  
activity by third parties on your behalf;
  - 7.9.5 creating derivative works of the Application of any kind.
- 7.10 Failure to comply with the provisions of this Agreement may result in  
your account being deactivated without prior notice.

- 7.11 In addition, LocaTrack reserves the right to report any violation of these provisions to applicable legal authorities and You may be personally liable to criminal sanctions applicable to the misconduct in question (which may include the issuing of fines and/or imprisonment), and/or to any applicable civil damages.

## **8. THIRD PARTY SERVICE PROVIDERS**

- 8.1 In order to provide the Services to the User, the User acknowledges and agrees that LocaTrack has a dependency on third party service providers including but not limited to:

8.1.1 Public and Private Emergency response teams;

8.1.2 The South African Police Service;

8.1.3 Medical emergency response teams; and

- 8.2 The User acknowledges that different terms of use and privacy policies may apply to Your use of such third-party services which are offered outside of the scope of this Agreement.

- 8.3 Armed response, for the purposes of this Agreement, shall include general armed response services by an Armed Response company, and shall not include armed escorting services, bodyguarding services, personal protection services, vehicle tracking and recovery, or anything else outside of the scope of a general armed response service.

- 8.4 The User accepts that specialised response that falls outside of the scope of general armed response is for the User's own account.

- 8.5 Private Medical Response, for the purposes of this Agreement, shall include pre-hospital private ambulance response services by ER24, where available.

- 8.6 The User accepts that specialised response, treatment and subsequent medical costs, including but not limited to hospital fees incurred, the use of specialised equipment, personnel or vehicle, or anything that falls outside of the scope of general private ambulance response is for the User's own account and/or via the User's medical aid provider, as applicable.
- 8.7 The User agrees that LocaTrack shall not be liable for any delays and/or failures to render the Services attributable to such third parties.
- 8.8 The User acknowledges and accepts that LocaTrack does not guarantee the services of the Response Partners and/or Responders and shall not be liable for any lack thereof.
- 8.9 You, acknowledge and accept that availability, quality and coverage of the Response Partners may be limited from time to time and further, that the services offered by the Response Partners may from time to time be unavailable and/or adversely affected as a result of but not limited to inter alia physical features such as the location of the emergency, traffic, weather conditions and other general causes.
- 8.10 LocaTrack makes no warranty that Responders will be available in designated areas in which the Response Partners usually operate, and as such shall not be liable for any lack of response that may arise thereof.
- 8.11 The User agrees that private responders (Armed Response and Private Medical Response) shall render the Services to the User in terms of our fair usage policy, and where an incident falls outside of this policy and there is deemed to be an abuse of LocaTrack's Services by the User – as determined by LocaTrack – LocaTrack reserves the right to charge the User for the fees associated with these Services.
- 8.12 You hereby release LocaTrack, its officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, claims, and actions of any kind, including, without limitation, personal injuries, death, and/or property damage, that is either directly or indirectly related to or arises from:

- 8.12.1 Any services of third parties to LocaTrack related to the Application;
- 8.12.2 any interactions with other Users on the Application;
- 8.12.3 any interactions with any Responder, and/or;
- 8.12.4 any technical issues or other service issues (including third party service issues) that may lead to a delay in response or a delay or non-delivery in Services to You.

## **9. CONTROL ROOM RESPONSIBILITIES**

- 9.1 As soon as the User has requested assistance from the Application, the Incident is assigned to an operator in the LocaTrack Control Room.
- 9.2 Operators are required to conduct themselves (in line with our Code of Conduct for Operators) in a professional and respectful manner befitting of a LocaTrack Operator in their dealings with Users.
- 9.3 Operators are under a duty to conduct themselves in a lawful, honest and accurate manner, and in such a way so as not to mislead a User.
- 9.4 Note that all calls made to, or by the Control Room, via the Application may be recorded and stored in accordance with relevant privacy laws, regulatory records retention requirements and/or legitimate operational requirements of LocaTrack.
- 9.5 You accordingly consent to the recording, retention, use and/or deletion in accordance with LocaTracks requirements, of such recordings

## **10. INCIDENT HISTORY**

- 10.1 LocaTrack has access to past incident reports and can generate internal reports for its own business processes, to which you hereby expressly consent.

## **11. PROTECTION OF PERSONAL INFORMATION**

- 11.1 Any personal information, as defined in the Protection of Personal Information Act, No. 4 of 2013, as amended from time to time, supplied to LocaTrack in relation to the Application will be dealt with in accordance with our Privacy Policy, the Terms of Service set out herein and South African legislation as it may apply.
- 11.2 The collection, use, and disclosure of your personal information is described in our Privacy Policy available at [www.locatrack.co.za/privacy-policy.php](http://www.locatrack.co.za/privacy-policy.php).
- 11.3 LocaTrack DOES NOT sell or provide your data to any third party vendors, unless you explicitly opt-in to share certain information with a third party through the Application, in which case certain information may be provided to such third party.
- 11.4 Information is used by LocaTrack and Responders, only as needed.

## **12. INTELLECTUAL PROPERTY**

- 12.1 All content made available to You through the Application, including but not limited to text, graphics, logos, button icons, images, audio clips and digital downloads is owned by LocaTrack and/or third parties, and is protected by South African and international law.
- 12.2 Furthermore, the compilation of all content on the Application is the exclusive property of LocaTrack and is protected by South African and international copyright laws.
- 12.3 You agree that if you breach the terms of this clause, we will have the right to claim damages against You, which will include the right to claim special, incidental, consequential or indirect damages.



- 12.4 LocaTrack will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 12.5 Nothing on the Application should be regarded as granting any licence or right to use any trademark without LocaTrack's prior written permission and/or that of the relevant third party.
- 12.6 Although LocaTrack undertakes to render its best efforts to ensure the relevant security safeguards, LocaTrack cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from the Application.
- 12.7 If You believe that there has been an intellectual property breach or are aware of such a breach, please contact us as soon as possible so in order for the breach to be addressed.

### **13. LIMITATION OF LIABILITY**

- 13.1 You irrevocably understand, acknowledge and agree that downloading and/or usage of the Services, Application and/or website and reliance on the Services is entirely at the discretion and risk of the User.
- 13.2 LocaTrack, in its discretion, reserves the right at any time to change or discontinue any aspect or feature of the Services, including, but not limited to:
- 13.2.1 content;
  - 13.2.2 functionality, and/or;
  - 13.2.3 hours of availability and equipment needed for access or use of the Application.
- 13.3 LocaTrack shall use its best reasonable endeavours to maintain the availability and accessibility of the Services, however LocaTrack takes

no responsibility for, and will not be liable for, the Application being temporarily unavailable or inaccessible for reasons beyond LocaTrack's control.

- 13.4 LocaTrack shall not be liable for damage to, or viruses or other code that may affect any equipment, software, data or other property as a result of the User downloading, installing, accessing or using the Application.
- 13.5 LocaTrack shall not be liable for any errors, inaccuracies or omissions in regard to the information and materials provided on the Application.
- 13.6 LocaTrack shall not be held liable for occasions where the emergency response alert is triggered in error.
- 13.7 LocaTrack shall not be liable for occasions where the emergency response alert is triggered due to abuse or excessively frequent requests via the Application. Such abuse may result in the temporary or permanent suspension of the User's access to the Application.
- 13.8 LocaTrack, in its sole discretion, will determine abuse or excessive usage of the Application.
- 13.9 LocaTrack shall make a reasonable effort to notify the User prior to such suspension.
- 13.10 The User acknowledges that LocaTrack will not be held liable for the manner in which the Responder provides assistance, the time it takes for the Responder to assist or the consequences of delayed assistance by the Responder.
- 13.11 Neither LocaTrack, nor any of its affiliates, agents, employees, Response Partners or Responders or any of their respective shareholders, directors, employees or agents shall be liable to the User, or to any third party whatsoever in any manner whatsoever for any losses, expenses, costs or damages of whatsoever nature as may be incurred or suffered by the User or any third party whatsoever,

whether directly or indirectly, in any relation whatsoever to Your use of the Services, or any non-availability of the Services or in any other manner whatsoever in relation to LocaTrack, Response Partners or Responders.

13.12 The User hereby indemnifies LocaTrack, its affiliates, agents, employees, Response Partners or Responders as well as all of their respective shareholders, directors, employees or agents (Indemnified Parties), and shall keep such Indemnified Parties held harmless at all times, as against any and all liability, loss (including consequential loss), costs and/or damages whatsoever and howsoever arising, as may be suffered by the User or any third party arising from or in connection with the Service and/or application, whether or not attributable to any act or omission of the Indemnified Parties, negligent or otherwise.

#### **14. NO WARRANTIES REGARDING APPLICATION**

14.1 You expressly agree that use of the Application and/or Services is at Your own risk.

14.2 You understand and agree that any material and/or information uploaded or downloaded or otherwise obtained through the use of the Application and/or Services, is done at your own risk and discretion.

14.3 You will be solely responsible for any damage to, inter alia, your mobile device or loss of data that results from the download of information and/or use of the Application and/or Services, howsoever arising.

14.4 The Application and the Services are provided on an “as is” and “as available” basis.

14.5 LocaTrack makes no warranty that the Application and/or Services will meet your requirements or that same will be available and uninterrupted.

- 14.6 LocaTrack does not make any warranties as to the results that may be obtained from the use of the Application/Services, or to the accuracy of the information and/or the reliability of the information obtained through the Application/Services.
- 14.7 LocaTrack does not warrant that any defects, errors or inaccuracies on or in the Application/Services will be corrected.
- 14.8 LocaTrack disclaims all warranties of any kind, whether express, implied, including, but not limited to the implied warranties of merchantability, fitness for a particular use or purpose, accuracy, and non-infringement.
- 14.9 LocaTrack makes all reasonable efforts to ensure that all material and information provided in relation to the Application/Services is correct but cannot represent or guarantee the accuracy thereof.
- 14.10 As such, LocaTrack and/or its partners, sponsors, affiliates or agents, make no warranties or representations as to the accuracy of the Application's/Services content, information, and materials which are provided to You, as is and as available.
- 14.11 LocaTrack makes no warranty regarding any dealings with or transactions entered into with any other parties through the Application/Services. The entire risk as to satisfactory quality, performance, accuracy, effort and results to be obtained through the use of the Application/Services is with You.
- 14.12 No advice or information, whether oral or written, obtained by You from LocaTrack, or through the Services shall create any warranty not expressly made herein.

## **15. WASPA**

- 15.1 LocaTrack is a member of WASPA and is bound by the WASPA Code of Conduct. Users have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure.

15.2 LocaTrack may be required to share information relating to a service or a User with WASPA for the purpose of resolving a complaint.

15.3 WASPA web site: [www.waspa.org.za](http://www.waspa.org.za)

### **Promotional Competition Terms and Conditions**

In order to promote the LocaTrack Mobile Applications and Services (Hereinafter collectively referred to as the "Service"), the providers of the Service, Loca Tracking (Pty) Ltd t/a LocaTrack (Hereinafter referred to as the "Promoter"), are conducting the LocaTrack Promotional Competition (Hereinafter referred to as the "Promotional Competition").

By entering the Promotional Competition, you agree to be bound by these Promotional Competition Terms and Conditions together with any the standard LocaTrack Terms and Conditions and/or Rules, if applicable, which may apply to the Service from time to time.

All persons making use of the Service and/or participating in this Promotional Competition expressly and irrevocably agree to be bound by both the Locatrack Terms and Conditions together with these Promotional Competition Terms and Conditions.

In the event of a conflict between the standard LocaTrack Terms and Conditions and/or Rules, and these Promotional Competition Terms and Conditions, these Promotional Competition Terms and Conditions shall prevail to the extent of such conflict only and for the duration of the Promotional Competition only.

#### **1. Who may enter (Hereinafter referred to as the "Entrant") the Promotional Competition?**

1. An Entrant must be at least 18 (Eighteen) years of age to enter the Promotional Competition.
2. If the Entrant does not own the handset from which he/she is entering the Promotional Competition, the Entrant must ensure that he/she has the billpayers express consent prior to entering the Promotional Competition.

## **2. Who may not enter the Promotional Competition?**

1. Directors, members, partners, employees, agents, contractors and consultants of the Promoter, and any other person who directly or indirectly controls or is controlled by the Promoter, as well as any person who supplies goods or services in connection with the Promotional Competition, and all of the aforementioned persons' immediate families and life partners may not enter the Promotional Competition and shall not be eligible to be awarded any prizes in the Promotional Competition.

## **3. Promotional Competition Period**

1. The Promotional Competition will run monthly, starting from the 1st of each month and will close at midnight on the last day of each month (hereinafter referred to as the "Promotional Competition Period")
2. Notwithstanding clause 3.1 above, the Promoter reserves its rights, to the fullest extent permitted by law, to amend, extend and/or curtail, at its sole discretion, the Promotional Competition Period.
3. If applicable, Entrants who attempt to enter the Promotional Competition after the closing date, will be notified that their entry has been unsuccessful as a result of the Promotional Competition Period having expired.
4. If applicable, the Promoter will endeavour, wherever reasonably possible, to notify unsuccessful Entrants for a period of 30 (Thirty) days after the expiration of the Promotional Competition Period, that their entry was unsuccessful, however cannot guarantee same.

## **4. How to enter the Promotional Competition**

1. Any paid up subscriber who is validly subscribed to the Service for the duration of the Promotional Competition Period will automatically receive 1 (one) FREE entry into the Promotional Competition.
2. Entry into the Promotional Competition is, subject to 4.1 above, FREE and the Entrant is not required to pay any additional costs to obtain an entry into the Promotional Competition.

## **5. Draw and Prizes**

1. There will be one "random draw" at the end of the Promotional Competition Period, which random draw will determine the winning Entrant of the Promotional Competition.
2. The draw will be overseen by the Promoter's duly appointed independent auditors, or such other independent auditors that the Promotor may appoint from time to time, or in accordance with such audited automated process as the Promoter may determine from time to time.
3. The Prize for the winning Entrant at the end of the Promotional Competition Period shall be an airtime voucher to the value of R 2000.00 (Two Thousand Rand), unless otherwise advertised during the Promotional Competition Period.

## **6. Notification of winners**

1. Pursuant to the random draw having taken place, the Promoter will use its best reasonable efforts to contact the winning Entrant telephonically, by calling the number that was used to enter the Promotional Competition.
2. In the event that the Promoter is reasonably unable to contact the winning Entrant as set out above, or in the event that the Promoter is unable to reasonably confirm the identity of any of the respective winning Entrant for whatsoever reason, then that person's right to win the Prize will be deemed to have been waived.
3. Any winning Entrant who is not able to be contacted by the Promotor on the number that was used to enter the Promotional Competition, or any winning Entrant whose identity is not able to be adequately confirmed by the Promotor, and who as a result of either of the above reasons is deemed to have waived his/her right to win a Prize, indemnifies and holds the Promotor harmless against any and all losses he/she or any other 3rd party may incur pursuant thereto, howsoever arising.
4. As soon as reasonably possible after the random draw has taken place during the Promotional Competition Period, the name of the winning Entrants will be published on the Promotor's various marketing sites, to which publication the winning Entrant expressly consents when electing to accept his/her Prize.

5. With his/her permission, the image of any respective winner may also be published on the Promotor's various marketing sites.

## **7. General**

1. One Prize will be awarded to the winning Entrant who entered the Promotional Competition and who is in lawful possession of the SIM card that was used to subscribe to the Service, pursuant to the winning Entrant properly identifying him or herself by presenting such SIM card, together with a valid form of identification to the Promotor's duly appointed representative, (or by such other reasonable means as determined by the Promoter). Failure to properly identify himself/herself shall result in the Entrant forfeiting his/her Prize, and the forfeiting Entrant accordingly agrees to waive any and all recourse for any losses sustained by him or her or any other 3rd party as a result thereof.
2. The winning Entrant will also have to comply with any other reasonable validation procedures as may be reasonably required by the Promoter in order to claim his/her Prize.
3. If the winning Entrant is under the age of 18 (Eighteen) years of age at the time the Prize is awarded to him/her, he/she will not be eligible for the Prize.
4. Delivery of the Prize to the winners will occur on such date and at such place, and in such reasonable manner as determined by the Promoter in its sole discretion, and will be subject to the availability of the Prize.
5. The Promoter shall not be liable for any costs incurred by the winning Entrant in claiming or utilizing the Prize.
6. All risk in and to the Prize shall pass to the winning Entrant on delivery thereof.
7. At the end of the Promotional Competition Period, all of the Promoter's obligations in regard to the Promotional Competition as well as in regard to the Prize shall terminate.
8. The Promoter expressly reserve its rights to substitute, at its sole and unfettered discretion, the Prize with any other reasonably similar prize.
9. The winner of the Prize may not substitute their Prize for a cash value unless expressly agreed to by the Promoter.



10. If any winner of a Prize is in arrears in regard to any debt due and owing to his or her mobile telecommunication service provider and/or the Promoter, then delivery of the Prize to such winner shall be withheld until the winner has settled such arrears in full.
11. In the event of a dispute with regards to any aspect of the Promotional Competition and/or these Promotional Competition Terms and Conditions, the Promoter's decision will be final and binding and no correspondence shall be entered into therewith.
12. The Promoter is entitled, in its sole and unfettered discretion, to reject any entry or Entrant if it believes that there has been any irregular, fraudulent and/or mala fide conduct by, or on behalf of, such Entrant, whether before the closing date or otherwise, and will not be obliged to notify Entrants of entries that are rejected.
13. All valid entries into the Promotional Competition have an equal chance of winning the prize in the random draw.
14. The Promoter may refuse to award a Prize if it reasonably suspects that any validly prescribed entry procedures, or these Promotional Competition Terms and Conditions have not been adhered to, or if it detects irregularities, and/or mala fide acts, and/or fraudulent practices by, or on behalf of, any person claiming a Prize.
15. The Promotional Competition is also subject to, and must be read in conjunction with, the Promoter's existing terms and conditions applicable to the use of its Service together with any Rules applicable to the Service from time to time.
16. If the Promotional Competition is held to be, or becomes unlawful, or if the Promoter is required by the Minister of Trade and Industry, or the National Consumer Commission, or in terms of the National Gambling Board, or any other valid governmental organisation, to alter any aspect of the Promotional Competition, then to the full extent permitted by law, the Promoter reserves its rights to suspend or terminate the Promotional Competition immediately and without notice, in which event all Entrants agree to waive any rights that they may have in terms of the Promotional Competition and accept that no recourse will lie against the Promoter.
17. An Entrant may obtain a full copy of these Promotional Competition Terms and Conditions by emailing the Promoter at [support@locatrack.co.za](mailto:support@locatrack.co.za).

18. This Promotional Competition is a lawful promotional competition as contemplated in Section 36 of the Consumer Protection Act of 2008.
19. The Promoter's duly appointed payment facilitator Smartcall Technology Solutions (Pty) Ltd ("STS") is a full-member of the Wireless Application Service Providers Association of South Africa ("WASPA") and is bound by the WASPA Code of Conduct. Entrants have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. STS may be required to share information relating to the Service or the Entrant and/or a customer with WASPA for the purpose of resolving a complaint. WASPA web site: [www.waspa.org.za](http://www.waspa.org.za).
20. Every Entrant, by choosing to participate in this Promotional Competition expressly acknowledges that STS is acting purely as a payment facilitator, and is not responsible for the Service and/or the Promotional Competition per se.

## **8. Non-Liability**

1. To the fullest extent permitted by law:
  1. The Promoter, including inter alia, its associated companies, agents, contractors, consultants and employees, and/or STS, shall not be liable for any technical errors and/or failures affecting participation in, or the running of, the Promotional Competition, howsoever arising.
2. The Promoter, including inter alia, its associated companies, agents, contractors, consultants and employees and/or STS, assume no liability whatsoever for any direct and/or indirect loss or damage, including consequential losses, death or injury arising from participation in the Promotional Competition, and/or using the Service, or from using any Prize, or for any loss or damage, death or injury howsoever else arising.
3. The Promoter, including STS, assume and/or accept no liability whatsoever for any entry that has been omitted from participation in the Promotional Competition for any reason whatsoever.
4. The Promoter may in its sole and unfettered discretion, amend these Promotional Competition Terms and Conditions at any time, without notice, and such amendment shall be deemed to have taken effect from the date of publication of the revised Promotional Competition Terms and Conditions on the Locatrack website.

5. The Promoter reserves its rights to cancel, suspend or terminate this Promotional Competition, without notice at any time, and no liability shall lie against the Promoter and/or STS, in favour of any Entrant or third party arising from such cancellation, suspension or termination.

**Promoters Details**

Name: LOCA TRACKING (PTY) LTD LOCATRACK

Telephone Number: 0115074630 (Standard call rates apply).

Email Address: [support@locatrack.co.za](mailto:support@locatrack.co.za)

Website: [www.locatrack.co.za](http://www.locatrack.co.za)

## LocaTrack

Name	Loca Tracking (Pty) Ltd
Legal status	Privately held company
Registered address and the address for receipt of legal service of documents	15 Eastwood Road, Dunkeld, Sandton, 2196
Postal address	PO Box 412041, Craighall, 2124
Phone numbers	+27 (0)11 507 4777 (switchboard) +27 (0)11 (customer care)
Facsimile numbers	Not applicable
Website address	<a href="http://www.locatrack.co.za">www.locatrack.co.za</a>
Email address	<a href="mailto:info@locatrack.co.za">info@locatrack.co.za</a>
Company registration number	2019/256499/07
VAT registration number	Not applicable
Place of registration	Republic of South Africa
Full price of goods and services	As advertised
Manner of payment	Mobile carrier billing, Apple iTunes billing/ Google Play billing, corporate billing
Terms of agreement and URL to access terms	<a href="#">Terms &amp; Conditions</a>
Times for dispatch of goods and performance of services	The performance of services and support for the a service commences once user has subscribed to the service.
Manner and period to access transaction records	Refer to clause 5 of the terms and conditions above.
Return and refund policy	Refer to clause 12 of the terms and conditions above with regards to the Refund policy
Privacy policy	<a href="#">Privacy Policy</a>
Minimum duration of agreements	The minimum duration of a subscription is 1 month.
Cooling-off rights	Not applicable.

