



**SILVERTON RADIATOR BRAKE & CLUTCH
(GABORONE) PROPRIETARY LIMITED**
A PROUD DISTRIBUTOR OF TRACKER PRODUCTS

MASTER TERMS & CONDITIONS – 12 or 36 MONTH CONTRACT

1. RECORDAL

This agreement is between Tracker Botswana, herein after referred to as “Tracker”, and the Client.

Please refer to the full detailed version of our master terms and conditions.

2. INTERPRETATION AND DEFINITIONS

1.1. In this agreement, unless inconsistent with or otherwise indicated by the context: -

- 1.1.1 “Activator” means the person(s) indicated as such on the application form by the Customer, as amended from time to time by the Customer in writing.
- 1.1.2 “Application form” means the form accompanying these pages identifying the Customer together with any document attached thereto/referred to therein and which form part of this agreement for all purposes and may include voice recorded telephonic communication between the Customer and Tracker
- 1.1.3 “Aggregated Customer Data” means generic, non-specific aggregated Customer data and includes, inter alia, make and model of vehicle, frequently travelled areas, theft and hi-jacking statistics, etc. but excludes personal information.

- 1.1.4 “Echo/Access Service” means the optional service subscribed to by the Customer for the notification by Tracker to the Customer of a suspected unauthorised movement of the Customer’s vehicle.
- 1.1.5 “Authorised User” means the person(s) identified in the application form and, from time to time after the completion of the application form, such other persons as the Customer may identify by means of giving Tracker notice of such particulars concerning the authorised user as Tracker may reasonably require, and who is authorised to perform the task/s as indicated in the application form.
- 1.1.6 “Customer” means the corporate/juristic or other person having juristic personality identified on the application forms as such, whose application for the service has been accepted by Tracker by means of installing the hardware in a vehicle.
- 1.1.7 “Customer Data” means information (excluding personal information) pertaining to the Customer and/or the Customer’s vehicle as generated, sent, received and/or stored by electronic means (including hardware) in the rendering of the services and the operation of the hardware.
- 1.1.8 “False Alarm” means any service signal relating to the movement of the Customer’s vehicle which is caused by the Customer failing to adhere to the correct operating procedures.
- 1.1.9 “Hardware” means the specialised in-vehicle communication and positioning equipment and material required for the provision of the services (including a “Subscriber Identification Module (SIM) as supplied by Mascom on Mascom terms and conditions), and includes any software or firmware associated with the hardware.
- 1.1.10 “Operating Instructions” means any oral or written guidelines, conditions, operating procedures, Botswana Police protocols or other instructions from time to time provided by Tracker to the Customer in connection with the provision of the service or the operation of the Hardware.
- 1.1.11 “Personal information” means the information pertaining to the Customer as contained in the Application
- 1.1.12 “Police” means the Botswana Police Service as contemplated in the Botswana Police Act and includes any member of the Service as contemplated in that Act as well as any employee, servant or agent of the Botswana Police Service.
- 1.1.13 “36-Month Free Fitment Contract” means the contract option in terms of which the Customer receives Free Fitment of the Hardware in



- exchange for committing to a minimum subscription term of thirty-six (36) consecutive months.
- 1.1.14 "Price Option" means that the Customer has requested a 12 Month Option paid through the Finance House. This price includes the Hardware and Installation of the unit, plus 12 Months subscription to service. Once the Subscription period expires (being the 12 months period) the Customer will be contacted by Tracker Botswana and given the option to extend cover. At this time cover may be extended by two options:
Option 1 – 12 month subscription paid in advance.
Option 2 - A signed Realtime Debit Order contract for monthly payments.
- 1.1.15 "Service" means the Echo/Access and/or Skytrax service provided by Tracker to the Customer, in co-operation with, inter alia, the Police, for the location of stolen vehicles (collectively "the Tracker system")
- 1.1.16 "Services" means collectively the service and/or the SkyTrax service
- 1.1.17 "SkyTrax service" means vehicle telematics services for the purposes of vehicle tracking, monitoring and emergency assistance and such other purposes as Tracker may make available from time to time
- 1.1.18 "SkyTrax" means the vehicle telematics system which uses, derives, generates and computes telemetry data relating to a host, road going vehicle and which communicates via a Telecommunications network (whether cellular and/or satellite and/or radio) and a store and forward switch with a client server and/or Web server
- 1.1.19 "Software" means Tracker's fleet management software, including all source codes and intellectual property associated therewith
- 1.1.20 "Subscription" means the fee, payable by the Customer to Tracker monthly in advance for the service and/or the SkyTrax service, which is initially the amount shown on Tracker's official price list at the time of the completion of the application form, and thereafter as may be determined in accordance with 10.2, in all cases as will be shown on Tracker's official price list from time to time
- 1.1.21 "Subscription period" means the period for which Subscription charges have been paid by the Customer, commencing on the day the Hardware is commissioned and terminating upon termination of this Agreement in terms of clause 14. The Subscription period may be:
- a) month-to-month;
 - b) a fixed period of 12 months under the Price Option; or
 - c) a fixed period of 36 months under the 36-Month Free Fitment Contract.
- 1.1.22 "Territory" means the geographical Territory of the Republic of Botswana as set out in the constitution of the Republic of Botswana, or an amendment or substitution thereto
- 1.1.23 "Testing" means to test the Echo/Access and SkyTrax hardware by way of self-testing or by contacting Tracker in order to ascertain whether the hardware in the vehicle is still operational and in good working order
- 1.1.24 "Third Party Business Partners" means third parties contracted to and/or associated with Tracker and required by Tracker for the provision of the services or aspects thereof, and/or the efficient functioning of the hardware
- 1.1.25 "Tracker" means Silverton Radiator Brake and Clutch (Gaborone) (Pty) Limited
- 1.1.26 "Vehicle/s" means any motor vehicle or other moveable article
- 1.1.27 "Free Fitment" means that Tracker waives the normal installation fee for the Hardware in the Customer's vehicle, on condition that the Customer remains subscribed for the minimum period applicable to the 36-Month Free Fitment Contract.
- 1.1.28 "Early Termination Fee" means the fixed, liquidated damages amount payable by the Customer if the 36-Month Free Fitment Contract is cancelled before the expiry of the 36-month period, calculated in accordance with clause 15.3.3.
- 1.1.29 "Mascom" means Mascom Wireless (Pty) Ltd, a provider of cellular telecommunications network services and connections thereto or such other cellular telecommunication network services provider chosen by Tracker from time to time
- 1.2. This agreement applies to all vehicles described in the application form and from time to time after completion of the application form, added thereto or substituted by the Customer

3. APPLICABLE TERMS AND SERVICES

All services rendered by Tracker are rendered in accordance with this agreement. The Customer's acceptance of the Application and/or the making available of the vehicle for installation of the hardware and/or payment of the installation fee



and/or monthly subscriptions constitutes the Customer's acceptance of the Terms of this agreement.

4. CONTRACT OPTIONS AND DURATION

The Customer may select one of the following contract options in the Application form:

4.1. Month-to-Month Subscription:

- 4.1.1 The Agreement continues on a month-to-month basis and may be cancelled by either party on one (1) calendar month's written notice.

4.2. 12-Month Price Option / Prepaid Contract:

- 4.2.1 The Customer pays (or a finance house pays) for the Hardware, installation, and twelve (12) months Subscription upfront.
- 4.2.2 After 12 months, the Customer may choose either:
- i. a further 12-month prepaid subscription; or
 - ii. to convert to a monthly debit order subscription.

4.3. 36-Month Free Fitment Contract:

- 4.3.1. Tracker provides Free Fitment in exchange for a minimum term of thirty-six (36) consecutive months.
- 4.3.2. After expiry of the 36-month period, the Agreement automatically continues on a month-to-month basis at the then-applicable rate unless cancelled on one (1) calendar month's written notice.
- 4.3.3. Early termination fees are set out in clause 15.3.3.

5. INSTALLATION AND COMMENCEMENT OF SERVICE

Tracker shall commission the hardware as soon as reasonably possible after the installation thereof in the vehicle and with effect from such commission, the service/s shall be available to the Customer. Once the Customer has accepted such installation by means of a signature on Tracker's standard installation report or hand held device, or any other means as determined by Tracker from time to time or on behalf of the Customer, Tracker shall not be liable for any claim arising from faults or damages to the vehicle and/or the vehicle's electrical systems thereafter.

However, the hardware installed in the vehicle will not affect the operation of the vehicle, specifically the operation of the vehicles electrical and computer systems. Should it however be proved, beyond reasonable doubt, that the installation of the hardware has negatively affected the operation of the vehicle, Tracker shall rectify the problem at its own cost. In the event that a fault is reported to Tracker which fault is not due to Tracker hardware and/or workmanship, the Customer will be liable for the costs incurred for despatching a technician, as well as the diagnostic fee.

6. PROVISION OF THE SERVICE

- 6.1. Tracker shall use its best endeavours to maintain the availability of the service/s to the Customer in the Territory subject to the terms and conditions set out in this agreement.
- 6.1 If the vehicle is stolen in the Territory during the subscription period, Tracker shall use its best endeavours to activate the hardware for the purpose of locating the stolen vehicle, provided that
- i. With the exception of vehicles fitted with SkyTrax, a vehicle shall be treated as stolen only if it is reported as stolen to Tracker and the Police by any authorised user or activator and otherwise in accordance with the operating instructions
 - ii. Tracker shall cause the Customer to be notified once any stolen vehicle has been located, but it shall be the responsibility of the Customer to report any other recovery of the stolen vehicle as soon as possible to the Police and Tracker in order to ensure that the Tracker Unit is deactivated
 - iii. Due to the many factors outside its control, Tracker does not undertake or warrant that the service/s will lead to the location of the stolen vehicle and in any event the service/s are not available outside the Territory, and the SkyTrax service is limited to GSM and GPS coverage
 - iv. The Customer shall be responsible to make any necessary arrangements with the Police for the return of a vehicle that has been located.

- 6.2 Tracker shall not be liable to render any service outside the Republic of Botswana. However, all our units are activated with International Roaming



which will allow Tracker to endeavour to recover the vehicle. The Customer shall be liable for the costs of such international roaming. If you do not wish you have this service activated, kindly notify us in writing.

- 6.3 The Customer acknowledges that the Service is not a replacement for vehicle insurance, nor does it guarantee the recovery of a stolen or hijacked vehicle. Tracker Botswana shall not be liable for any loss suffered as a result of the Customer failing to maintain adequate vehicle insurance.

7 THE POLICE

- 7.1 The service is rendered in terms of arrangements entered into between Tracker and the Police, which provides an agreed framework for the operation of the Tracker System in the Territory. However, the Police are not obliged to use the Tracker System, and their use of the system will vary with, and will be subject to, personnel and logistical constraints on them and prevailing circumstances from time to time. The Police use the Tracker System in their sole discretion for the location of vehicles and are under no obligation to the Customer in respect of the Tracker System.
- 7.2 Nothing contained in this agreement imposes upon the Police any legal duty of care or obligation in relation to policing duties which is greater than or different from that which is owed to the public at large. Nor does this agreement record or imply any undertaking on the part of the Police that they shall continue to participate in the operation of the Tracker System

8 HARDWARE WARRANTY

Tracker shall, at its election, either repair or replace the hardware free of charge if the hardware becomes inoperative or develops faults by reason of defective components, workmanship or design within 12 months of the hardware being installed for the first time by Tracker. This warranty shall not be applicable if the hardware or its installation has been tampered with, modified, repaired (except by persons authorised by Tracker) or has otherwise been subject to water damage, misuse or a collision.

For the avoidance of doubt, in the case of the 36-Month Free Fitment Contract, ownership of the Hardware remains with Tracker until the Customer has completed the full thirty-six (36) month Subscription period.

9 DATA AND PRIVACY

- 9.1 The Customer acknowledges and agrees as follows –

Personal Information

- 9.1.1 The Customer is required to furnish Tracker with accurate and complete personal information and other data as part of this agreement and for the provision of services. The Customer undertakes to promptly notify Tracker in writing of any changes or updates to such personal information.
- 9.1.2 Tracker shall only use personal information for purposes necessary to administer this agreement and provide the agreed services. Tracker shall only disclose such information to third-party business partners where it is necessary for the performance of the contract and in line with applicable data protection law.
- 9.1.3 Unless required by law or expressly authorised by the Customer in writing, Tracker shall treat personal information as strictly confidential and shall implement appropriate organisational and technical measures to prevent unauthorised access, disclosure, or misuse.

Customer Data

- 9.1.4 In rendering services and operating the hardware, Tracker and/or authorised third-party business partners may need to collect, process, store, and maintain Customer Data. This processing shall only be done for purposes directly related to service delivery and operational requirements. The Customer consents to such processing, subject to Tracker ensuring that any processing is lawful, minimal, and proportionate.
- 9.1.5 As certain aspects of the services rely on third-party providers (such as network operators), Customer Data may be accessed or processed by such parties under strict confidentiality obligations. The Customer acknowledges and consents that Tracker



- and such third parties are intended recipients of the Customer Data for the sole purpose of delivering the services.
- 9.1.6 Tracker may use anonymised and aggregated Customer Data—excluding all personal data or identifiable information—for internal analysis, service optimisation, and product development. Such aggregated data may be shared with third parties, provided that it does not reveal the identity of the Customer or any data subject.
- 9.1.7 Tracker may use anonymised Aggregated Customer Data to compile statistical reports, trend analyses, or service improvement profiles. The Customer agrees that Tracker may share or trade such anonymised statistical information, provided that no personal data is included.
- 9.1.8 Tracker shall comply with all applicable data protection legislation, including the Botswana Data Protection Act (2018), in its collection, use, processing, and retention of personal information and Customer Data.
- 9.1.9 The parties further agree that:
- 9.1.9.1 Tracker shall not request, collect, process, or store Customer Data beyond what is necessary for the specified, legitimate, and lawful purposes disclosed to the Customer.
- 9.1.9.2 The express, informed, and voluntary consent of the Customer is obtained for the collection, processing, and disclosure of Customer Data to third-party business partners, where required for service provision.
- 9.1.9.3 Tracker has disclosed to the Customer the specific purposes for which Customer Data and/or Aggregated Customer Data is collected, processed, and stored. No further processing will take place unless compatible with these original purposes or legally required.
- 9.1.9.4 Customer Data shall not be used for any purpose other than those specified, unless Tracker obtains fresh written consent from the Customer or is required by law to do so.
- 9.1.9.5 Tracker shall retain Customer Data only for as long as is necessary to fulfil the purpose for which it was collected and processed. Thereafter, such data shall be archived for a minimum period of one (1) year or as otherwise required by law, and securely deleted or anonymised when no longer required.
- 9.1.9.6 Tracker shall delete or destroy all personal information, Customer Data, and Aggregated Customer Data that it determines to be obsolete, no longer necessary, or no longer lawfully retained in accordance with its data retention policies and legal obligations.
- 9.1.9.7 Tracker Botswana processes Personal Information and Customer Data in accordance with the Botswana Data Protection Act, 2018. The Customer acknowledges and agrees that Tracker shall collect, store, use and process such data strictly for the purposes of providing the tracking, monitoring, recovery, marketing, billing and related services described in this Agreement, and for no other purpose unless required by law or with the Customer's consent.
- 9.1.9.8 Tracker shall take reasonable technical and organisational measures to safeguard Personal Information against loss, unauthorised access, disclosure, alteration or destruction, and shall retain such information only for as long as is necessary to fulfil the purposes for which it was collected or as required by law.
- 9.1.9.9 The Customer further agrees that certain data may be shared with law enforcement agencies, insurance partners, or authorised third party service providers where such disclosure is necessary to perform the services, prevent fraud, or comply with legal obligations, provided that such parties are bound by confidentiality and data protection obligations no less stringent than those contained herein.
- 9.1.9.10 Upon termination of the Agreement, any request by the Customer for removal or transfer of the Hardware to another vehicle shall be subject to the applicable de-installation or re-installation fee. Removal is not mandatory unless requested by Tracker for legal or operational reasons.

10 WARRANTIES AND UNDERTAKINGS BY THE CUSTOMER

- 10.1 The Customer warrants that the information supplied in the Application (including bank account details and vehicle information) is true and correct and hereby undertakes to update the said information as soon as any changes occur
- 10.2 The Customer warrants that he/she/it is the owner of the vehicle, alternatively, the Customer hereby warrants that he/she/it will obtain written authorisation and/or duly executed resolution from the owner authorising the Customer to enter into this agreement with Tracker on the owner's behalf, which written permission shall be provided to Tracker prior to entering into this agreement
- 10.3 The Customer hereby undertakes to inform any third-party driver of the vehicle that the vehicle is fitted with hardware which generates Customer Data which is intercepted and monitored by Tracker and/or its third-party business partners
- 10.4 The customer indemnifies and holds Tracker harmless from any claims, costs, damages or losses of whatsoever nature and howsoever arising as a result of the breach of the aforesaid warranties and/or undertakings
- 10.5 The Customer undertakes to test the functionality of the Hardware at least once every thirty (30) days and to immediately notify Tracker Botswana of any malfunction, irregularity, or loss of communication. Tracker shall not be liable for any loss suffered as a result of the Customer's failure to report such issues timeously.

11 SUBSCRIPTIONS

- 11.1 The Customer shall pay all subscription monthly charges monthly in advance in terms of Tracker's payment policy
- 11.2 Tracker shall be entitled to change the subscription charge on not less than 30 days' prior notice to the Customer, provided that such changed subscription price will be CPIX related
- 11.3 In the case of the 36-Month Free Fitment Contract, the Customer acknowledges that uninterrupted monthly subscription payments for the full thirty-six (36) month period are a condition of the Free Fitment benefit. Failure to make payment may result in suspension of services and, if the Agreement is terminated early, the Early Termination Fee shall become payable.

12 PAYMENT POLICY

- 12.1 Payment of subscription charges shall be made by way of debit order, unless otherwise agreed on the date specified by the Customer unless the debit order is returned, in which event Tracker may take such payment on a date of its choice
- 12.2 Tracker shall provide the Customer with a monthly invoice or statement on request
- 12.3 Tracker is entitled to recover any other outstanding amounts via debit order, including subscriptions in arrears and additional charges provided for in 13
- 12.4 The Customer shall be liable for any bank charges incurred by Tracker as a result of returned debit orders
- 12.5 Tracker shall be entitled to recover from the Customer any outstanding or overdue amounts, all bank charges and legal costs, including collection commission on the scale as between an attorney and his or her own client, arising from such recovery
- 12.6 Where an insurance company or other third party pays the subscription charge to Tracker on behalf of the Customer, Tracker will automatically debit the Customer's bank account, the details of which were either obtained from the Customer, or the insurance company/third party payee, with subscriptions and any other amounts due upon notification from such insurance company/third party payee that the Customer is in default of payment. The subscription charge so debited shall be the standard Tracker subscription charge and not the special insurance rate

13 SOFTWARE LICENSE

In the event that the Customer wishes to make use of the software as indicated in the Application.

Tracker shall grant to the Customer a limited, non-exclusive license to use the software for the duration of the agreement within the territory, subject to the Customer entering into a software licensing agreement with Tracker upon the terms and conditions set out therein

14 ADDITIONAL CHARGES

The Customer shall be liable for the following additional charges, and any other charges applicable to any additional services/s, as requested by the Customer and provided by Tracker



- 14.1 Tracker will charge a fee for the de-installation of the hardware from one vehicle and the re-installation of the hardware into another vehicle
- 14.2 Tracker may, at its discretion, elect not to de-install a unit for purposes of re-installation into another vehicle, however, should the Customer insist on such de-installation, the Customer shall be liable for the applicable de-installation fee
- 14.3 Tracker will charge a fee for replacing one product with another
- 14.4 Tracker will charge a fee for the testing of the Echo/Access and Skytrax hardware
- 14.5 Tracker will charge a fee for the third and any subsequent false alarms relating to the Echo/Access service in any one calendar month. To avoid such charges, the Customer must ensure that any suspected stolen vehicle is reported to the Botswana/South African Police Service and that an official police case number is obtained and provided to Tracker. In the absence of a valid police report, repeated alerts will be deemed false alarms and charged accordingly.
- 14.6 The charges or additional services referred to herein or provided to the Customer are available on request and payment will be taken by direct debit
- 14.7 Our service provider for our Tracker units is "Mascom" who partners with MTN in South Africa, as they offer the better rates for roaming. These cards are NOT voice activated and purely work off a low data connection or SMS. We made the decision to keep all units permanently on roaming for Stolen Vehicle Recovery purposes. Mostly the charges are reasonable and fall under the budgeted amount of BWP50.00 per month. However, if there is excessive travel - over several months, we would then take the average of charges over 3 months and if the charges then exceed BWP50.00 per month consistently, we will notify the client and the difference of expenses incurred by us over and above this may be charged to the Client.

15 SUSPENSION AND TERMINATION OF SERVICE

15.1 Suspension of Service

- 15.1.1 Tracker may suspend the service at its discretion and without liability if:
- (a) a technical failure affects provision of the service;
 - (b) a governmental or regulatory authority requires suspension;
 - (c) the GSM or radio network provider ceases to make service available;
 - (d) any Third Party Business Partner relating to the SkyTrax service ceases to make such service available;

(e) the Customer is in breach of this Agreement, including non-payment.

15.1.2 If the Customer is in default of payment for two (2) consecutive months, Tracker may suspend the service without further notice.

15.2 Termination – General

15.2.1 This Agreement may terminate:

- (a) by the Customer on one (1) full calendar month's written notice, subject to clauses 14.3.2 and 14.3.3;
- (b) by Tracker on one (1) calendar month's written notice if the Customer is in breach;
- (c) automatically if the Customer misuses Echo/Access or SkyTrax as determined by Tracker.

15.2.2 Loss, theft, or write-off of the vehicle does not automatically terminate this Agreement.

15.3 Termination by Contract Type

15.3.1 Month-to-Month

- (a) The Customer may terminate on one (1) calendar month's written notice.
- (b) No Early Termination Fee applies.
- (c) Customer remains liable for outstanding Subscription charges.

15.3.2 12-Month Price Option

- (a) Subscription charges for the first 12 months are paid upfront or financed.
- (b) If the Agreement is cancelled before the end of the 12-month term, Tracker may claim any unpaid Subscription charges for the remainder of the term (not exceeding Tracker's actual loss).

15.3.3 36-Month Free Fitment Contract

- (a) The Customer may terminate at any time on one (1) full calendar month's written notice.
- (b) If termination occurs before the 36 months are completed, the Customer shall pay Tracker the Early Termination Fee:
 - (i) Year 1 (months 1–12): P1,000+VAT
 - (ii) Year 2 (months 13–24): P600 +VAT
 - (iii) Year 3 (months 25–36): P300 +VAT



- (c) In addition, Customer shall pay:
- (i) all outstanding Subscription charges up to the effective date of termination;
 - (ii) the full Subscription charge for the notice month.
- (d) No Subscription charges beyond the Early Termination Fee will be claimed.
- (e) Upon successful completion of 36 months, no Early Termination Fee is payable and the Agreement continues on a month-to-month basis.
- (f) Ownership of the Hardware transfers to the Customer only upon completion of the full 36-month term.

15.4 Reasonableness

Tracker confirms that the Early Termination Fee is intended to be reasonable and compliant with consumer protection laws.

16 LIMITATION OF LIABILITY

16.1 Tracker does not provide any warranty (save as set out in 7) in respect of, and shall not be liable for any loss or damage, including any loss of profits, business or revenue, or any consequential loss suffered by the Customer as a result of

- 16.1.1 Any delay, defect or other failure in the provision of the service/s, the installation or operation of the hardware, or in the radio communications network or GSM network in the Territory, operating in conjunction with the hardware or other aspects of the Tracker System; or
- 16.1.2 Any negligence on the part of tracker or any of its authorised agents (except gross negligence and wilful misconduct)

16.2 The Customer is responsible for ensuring that the hardware is comprehensively insured

17 CESSION AND DELEGATION

17.1 The Customer or authorised user shall not be entitled to cede or delegate any of its rights or obligations in terms of the agreement without the prior written consent of Tracker, which consent shall not be unreasonably withheld in the event of the Customer or authorised user wishing to dispose of the vehicle to a person who is willing and able to become a customer of tracker on such

terms and conditions and in terms of such procedures as Tracker may require at the time

17.2 Tracker shall be entitled to cede or delegate its rights or obligations in terms of this agreement to any person without the consent of the customer

18 GENERAL

18.1 This agreement, together with the application form and any operating instructions issued by Tracker from time to time, constitutes the entire agreement between the parties in respect of the subject matter hereof. No variation of the terms and conditions of this agreement shall be valid unless reduced to writing and agreed upon by both parties, except that Tracker may amend or issue updated operating instructions from time to time—strictly limited to those referred to in clause 5.2.1—where necessary to maintain service functionality or comply with legal or regulatory requirements. In such cases, Tracker shall notify the Customer in writing of any material changes to such instructions.

18.2 Any notice required to be given in terms of this agreement by one party to the other shall be given, in the case of Tracker, to the address set out in 2 or, in the case of the Customer, to the Customer's address, which the Customer appoints as its domicilium citandi et executandi, as set out in the application form, or as amended by the parties from time to time, provided that it is an address within the Republic of Botswana.

18.3 Any notice given in terms of this agreement shall be in writing unless otherwise provided for herein and shall, if transmitted by email with delivery/read receipt, be deemed to have been received by the addressee on the day following the date of despatch, unless contrary is proved.

18.4 If any provision of this agreement is, or is rendered, unlawful or unenforceable (retrospectively or otherwise) then the unlawful or unenforceable provision shall be deemed to be modified to the extent and in the manner necessary to render it consistent with the law or interpretation rendering it unlawful or unenforceable or, if such modification is not possible, the provision shall be deemed to be severable from the remaining provisions of this agreement and shall be deemed not to have been written.

18.5 The Customer agrees that Tracker may, in accordance with applicable legislation to which it is bound, carry out a credit enquiry with any registered credit bureau, and consents to Tracker submitting any of the Customer's details to any registered credit bureau, including but not limited to the



Customer's personal data, payment history and/or failure to meet payment commitments, which information may be shared by that credit bureau with any other registered credit bureau or credit provider for any lawful purpose.

Tracker Botswana is a registered member of the TransUnion Credit Bureau

- 18.6 The parties hereby consent to the jurisdiction of the High Court of Botswana; provided that nothing in this clause shall be construed as prohibiting either party from instituting proceedings in the High Court of the Republic of Botswana.
- 18.7 The Customer agrees that Tracker may, in accordance with applicable legislation to which it is bound, carry out a credit enquiry with any registered credit bureau, and consents to Tracker submitting any of the Customer's details to any registered credit bureau, including but not limited to the Customer's personal data, payment history and/or failure to meet payment commitments, which information may be shared by that credit bureau with any other registered credit bureau or credit provider for any purpose.
- 18.8 The Customer agrees that electronic signatures, digital acceptance, or signatures captured on handheld devices or electronic forms shall have the same legal force and effect as handwritten signatures.
- 18.9 This Agreement constitutes the entire agreement between the Parties. No amendment, variation or cancellation shall be valid unless reduced to writing and signed by both Parties.

