1. Purpose of the Privacy Policy

The purpose is to outline the Macrocomm Group (Pty) Ltd policy regarding the protection of personal information in accordance with the Protection of Personal Information Act 4 of 2013 (“POPIA”) which regulates the processing of personal information. Macrocomm is committed to compliance with POPIA. This policy outlines:

* 1. The way information should be stored
  2. What care should be taken in working with this information
  3. When the information must be purged
  4. Allows for no deviation from these rules

1. Key Definitions
   1. "Data Subject" means each director of the Client and each shareholder of the Company that is a natural person. In the course of Macrocomm’s customer verification and credit vetting processes, we will collect, and process Personal Information related to Data Subjects.
      1. Macrocomm is committed to ensuring that any processing of Personal Information related to Data Subjects is limited to the express purposes of opening and management of an account for the Client and that such processing is compliant with POPIA.
   2. “Device Information” means data and/or information relating to a Smart IoT Device, Telemetry Device or Biometric System that includes (but not limited to):
      1. Equipment data, geocoded data or other particular data generated by our devices assigned to the person or company.
   3. "Customer” means any person, whether natural or juristic who makes use of any services provided by Macrocomm Group (Pty) Ltd and who’s information is retained by Macrocomm Group (Pty) Ltd for whatever reason.
   4. “Personal Information” means information relating to an identifiable, living, natural person and (where applicable) an identifiable, existing juristic person, including (but not limited to):
      1. Financial information related to a person, including information provided by the Customer, or information obtained from a Credit Bureaux or from CIPC (the Companies and Intellectual Property Commission);
      2. Any identifying number, symbol, email address, physical address, telephone number, location information, online identifier, biometric information, photograph or image or other particular assignment to the person; and/or
      3. The name, race, gender, marital status of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about that person
2. How We Use Device and Personal Information
   1. We collect, use and store device and personal information. This information is collected using the following technologies:
      1. “Cookies” are data files placed on your device or computer and often include an anonymous identifier.
      2. “Data sets” track actions recorded by our different devices and platforms to collect information including biometrics captured, utility resource usage, telemetry data, IP Addresses, browser type, geocoded addresses, screens accessed, data inputted into our platforms and systems, and date/time stamps to ensure that we can provide data analytics and insights.
   2. We may process device and personal information to enhance our customer’s experience of our products, services, and platforms, to ensure that the product and service offering subscribed to, such as data analytics on staff attendance at work or water and electricity usage, is enabled.
   3. The use of Macrocomm’s products and services, and platform means that Macrocomm is given permission to process the customer’s staff attendance and/or utility usage data and information to customise the experience and provide the customer with the relevant data analytics as per the product and service, and platform purchased.
3. Use of Personal Information for Account Opening and Management
   1. The Customer consents to the Company:
      1. performing a credit search on the Customer's record, as well as the record of Data Subjects, with one or more of the registered Credit Bureaux when assessing the Customer's Application for Credit (and at any other time in the Company's discretion);
      2. recording the existence of the Customer's account with any Credit Bureau; and/or
      3. recording and transmitting details of how the Customer has performed, and how the account is conducted by the Customer in meeting its obligations on the account.
   2. The Customer consents to the collection, processing and storage of Personal Information by the Company related to Data Subjects, for the purposes of both the opening and ongoing management of a customer account.
   3. The customer further consents to the use of the Data Subject’s information for the marketing of any other product under the Macrocomm Group (Pty) Ltd ownership that we think you may be interested in; as well as any information that may improve or develop the Customer’s experience with any Macrocomm Group (Pty) Ltd product. To do this, we may contact the Customer via SMS, email, telephone or post.
   4. If the Customer does not want to be contacted about the information specified in clause 4.3 above, they have the right to opt out at any time.
   5. The Customer represents that:
      1. the Company has obtained the consent from such person to the processing of Personal Information by Clients in the credit vetting process; and
      2. the processing of Personal Information by the Company is necessary for the legitimate interests of the Company in its credit vetting process.
   6. The Customer has taken reasonably practical steps to ensure that all Personal Information supplied to the Company is accurate, up to date, is not misleading and that it is complete in all respects.
   7. The Company undertakes:
      1. to act in accordance with POPIA in relation to the collection, processing and storing of Personal Information related to the Customer. The processing of Personal Information by the Company will be limited to the purposes set out herein and will not be excessive;
      2. not to disclose the Customer's Personal Information unless it is legally or contractually required or for its legitimate business purposes; and
      3. to use reasonable efforts in order to ensure that Personal Information relative to Data Subjects in its possession or processed on its behalf is:
         1. kept confidential;
         2. stored in a secure manner; and
         3. processed in terms of the provisions of POPIA, and are for the purposes for which the Company has been authorized;
         4. to take reasonable steps to identify risks associated with the processing of the Client's information and establish safeguards against any such identified risks; and
   8. to take reasonable steps to ensure that the Client is notified in the event of a breach of the confidentiality of the Clients Personal Information.
4. Retaining and Deleting Personal Information
   1. Device and personal information that we process for any purpose or purposes will not be kept for longer than is necessary for that purpose.
      1. We will retain your personal information for as long as it is legally required and when we are no longer legally required or have a legitimate purpose to retain it, we will either destroy it, desensitise it or anonymise it.
      2. Notwithstanding the other provisions of this policy, we may retain your personal information where such retention is necessary for compliance with a legal obligation to which we are subject or to protect your vital interests or the vital interests of another natural person.
      3. We may also de-identify your personal information that we have collected for the purposes described in this Privacy Notice. As a result, this Privacy Notice and Privacy Laws will generally not apply to our use of de-identified information. However, we will continue to safeguard this deidentified information.
5. Security of personal information
   1. The security of your device and personal information is important to us. We will take appropriate technical and organisational precautions to secure your personal information and to prevent the loss, misuse, unauthorised access, disclosure or alteration of your device and personal information.
   2. We will store all your device and personal information on secure servers, personal computers and mobile devices and in secure manual record-keeping systems.
   3. We use a range of physical, electronic, and other security measures to protect the security, confidentiality, and integrity of the personal information that we hold. For example:
      1. Access to our information systems is controlled through identity and access management controls.
      2. Employees and our contracted service providers are bound by internal information security policies and are required to keep information secure.
      3. All employees are required to complete training about privacy and information security.
      4. We regularly monitor and review our compliance with internal policies and industry best practice.
   4. You should ensure that all identified personnel passwords are not susceptible to being guessed, whether by a person or a computer programme. You are responsible for keeping the password that you use for accessing our products, services, and data analytics platform, confidential.
   5. You should ensure that only identified personnel have access to these products, services, and platforms
   6. We will not sell your device and personal information to other companies or organisations.
6. Disclosure of Device and Personal Information
   1. Macrocomm Group (Pty) Ltd is in the business of connected intelligence through Smart IoT Solutions that provide data analytics and insights for business to make informed decisions and to manage their daily business operations more efficiently.
   2. We will need to disclose device and personal information to our employees who require it to do their jobs. We ensure that they are aware of and take their confidentiality obligations seriously. They are contractually bound to keep all confidential information confidential.
   3. There may be situations where the law requires us to disclose personal information and data. In all other situations, we will not disclose personal information without notifying the data subject or the relevant parties and enabling owners of the device and personal information into object and consent.
7. Right to Change this Privacy Notice
   1. We may change or update this Privacy Notice. The latest version of this notice will be published on our website for you to view. Please review it regularly to make sure that you are comfortable with the content.
   2. The latest version will replace all earlier versions, unless otherwise specified.
8. Opt-Out Option
   1. Should you wish to opt out of any marketing from Macrocomm Group (Pty) Ltd, you may email [info@macrocomm.co.za](mailto:info@macrocomm.co.za) to indicate that you wish to opt out.
9. Complaints or Queries
   1. If you have any questions about this Privacy Notice or a complaint regarding the treatment of your privacy, you have the right to lodge a complaint with the Information Regulator if the Client is of the view that his/her rights in terms of POPIA have been breached. The contact details of the Information Regulator are:
   2. Telephone Number: 012 406 4818.
   3. Address: 33 Hoof Street Forum II, 3rd Floor  
      Braampark, Johannesburg, 2001.
   4. E-mail Address: complaints.lR@justice.gov.za / [info rg@justice.gov.za](mailto:info%20rg@justice.gov.za).
10. SIGNED FOR THE CUSTOMER

Full Name: Click or tap here to enter text.

The signatory warrants that he/she is duly authorised by the Customer to sign this agreement.

DATE: Click or tap to enter a date.

SIGNED FOR THE COMPANY

Full Name: Click or tap here to enter text.

The signatory warrants that he/she is duly authorised by the Company to sign this agreement.

DATE: Click or tap to enter a date.

MACROCOMM FLEET ANALYTICS (PTY) LTD  
CONTRACT TERMS & CONDITIONS

1. DEFINITIONS AND INTERPRETATION

The words and phrases stated below will be used throughout the Contract. When reading the Contract the word or phrase must be given the meaning set out next to it:

* + 1. **"Application Schedule**" means the form completed by the Subscriber, which sets out the identity of the Subscriber, details of the Macrocomm Service, the identity of the Vehicle in respect of which the Macrocomm Service will be provided and the fees payable for the Macrocomm Service;
    2. ***“Bureau Service”*** means the service provided by Macrocomm consisting of database management, vehicle monitoring and tracking, and fleet management reporting comprising but not limited to incident management, fuel consumption, driver behaviour, vehicle, route and engine management;
    3. ***“Business Day”*** means Monday to Friday, excluding weekends, being Saturday and Sunday and excluding a public holiday as defined under the Public Holiday Act, 36 of 1994;
    4. **“*Contract”*** means this agreement read with the Application Schedule, the Macrocomm User Manual and related literature, as amended from time to time;
    5. ***“Data Subject”*** means the individual or juristic person to whom the Personal Information relates;
    6. ***“De-identified Data”*** means Personal Information and Vehicle Data that has been anonymized such that the identity of the Subscriber or any other person is not or no longer identifiable;
    7. **“*Effective Date”*** means the date of installation of the Macrocomm Unit into the Vehicle;
    8. “***Emergency Contact*”** means the person/s nominated by the Subscriber to be contacted in the event of an emergency or if Macrocomm is not able to make contact with the Subscriber, whose details are set out under the Application Schedule;
    9. ***“Fleet Management Service*”** means, where applicable, the management of the Vehicle or fleet of Vehicles by monitoring information relating to the Vehicle which includes but is not limited to driver behaviour, speed, location and fuel consumption;
    10. **“*Initial Period”*** means the period of the Contract, as stated under the Application Schedule;
    11. ***“Macrocomm”*** means Macrocomm Fleet Analytics (Proprietary) Limited, a South African company bearing registration number 2018/061135/07 with its registered office at Building 1, Waterfall Point Office Park, Waterfall Drive, Midrand, and includes its employees, agents, sub-contractors and contractors and where applicable its business partners;
    12. **“*Macrocomm Control Centre”*** means the centre where signals from the Macrocomm Unit can be monitored and acted upon by Macrocomm;
    13. ***“Macrocomm Fitment Centre”*** means the independent entity that has been authorised and approved by Macrocomm to install the Macrocomm Unit;
    14. ***“Macrocomm Privacy Policy”*** means the document/s which states the manner in which Macrocomm collects and uses the Subscriber’s Personal Information, with whom Macrocomm shares it, and the Subscriber’s rights in relation to its Personal Information, which can be viewed at <https://www.macrocomm.com/privacy-policy/;>
    15. ***“Macrocomm Service”*** means, where applicable, the various vehicle monitoring and tracking services including the Macrocomm Unit, Fleet Management Service and Bureau Service provided by Macrocomm under this Contract as stipulated in the Application Schedule;
    16. ***"Network Service Provider”*** means the service provider which provides the Network;
    17. ***“Macrocomm Unit”*** means the Macrocomm monitoring and tracking unit installed in the Vehicle and any additional piece of Macrocomm Unit supplied by Macrocomm for the purposes of providing the Macrocomm Service as specified in the Application Schedule;
    18. **“*Macrocomm User Manual”*** means the user guide, training materials and related documents provided to the Subscriber, which states how the Macrocomm Service operates;
    19. **“Network”** means the Sigfox and/or Global Systems for Mobile Communications (GSM) which are wireless communications networks over which the Macrocomm Service is provided by Macrocomm;
    20. ***“Online Contract”*** means, where applicable, this Contract concluded electronically via a weblink, between Macrocomm and the Subscriber for the provision of the Macrocomm Service to the Subscriber, subject to the terms and conditions of this Contract;
    21. **“*Parties”*** means both the Subscriber and Macrocomm collectively and *“****Party***” means either the Subscriber or Macrocomm;
    22. ***"Personal Information"*** has the meaning set out in section 1 of POPIA and includes information relating to an identifiable, natural or juristic person, and for the purposes of this Contract may include Vehicle Data;
    23. ***"POPIA"*** means the Protection of Personal Information Act, 4 of 2013;
    24. ***"Processing"*** or ***"Process"*** has the meaning set out in POPIA and includes any operation or activity or any set of operations, whether or not by automatic means, concerning Personal Information, including:
    25. the collection, receipt, recording, organization, collation, storage, updating or modification, retrieval, alteration, consultation or use;
    26. dissemination by means of transmission, distribution or making available in any other form; or
    27. merging, linking, as well as restriction, degradation, erasure or destruction of Personal Information,
    28. **“*SIM Card”*** means the subscriber identity module card which is located in the Macrocomm Unit and which facilitates the Macrocomm Service over the Network;
    29. **“*Subscriber****”* means the Party to whom this Contract applies, whose details as stated in the Application Schedule;
    30. **“*Territory”*** means all those countries in Southern Africa in which the Macrocomm Service is available as indicated in the Macrocomm User Manual;
    31. ***“VAT”*** means value added tax as levied from time to time in terms of the Value Added Tax Act, 89 of 1991;
    32. ***"Vehicle"*** means the vehicle referred to in the Application Schedule or any addendum in respect of which the Macrocomm Service is provided;
    33. ***“Vehicle Data”*** means where applicable information which is processed during the course of providing the Macrocomm Service to the Subscriber, or information which is processed as a result of the Subscriber using the Macrocomm Service or information which is processed through the use, operation and functioning of the Macrocomm Unit or the Vehicle, including the information referred to in clause 13.11;
  1. The provisions of this Contract will take precedence over any conflicting provision found under the Macrocomm User Manual, Application Schedule or any other applicable document which may be provided to the Subscriber from time to time.
  2. Words referring to the single form will include the plural form and vice versa and words referring to one gender will include the other gender.
  3. Any reference to an actual person will include a body corporate, firm, association close corporation or company and vice versa.

1. AGREEMENT TO PROVIDE THE MACROCOMM SERVICE
   1. The Subscriber has agreed to contract with Macrocomm for the Macrocomm Service as stated in the Application Schedule and Macrocomm has agreed to provide the Service to the Subscriber on the terms set out in this Contract, which will apply regardless of whether this Contract has been signed by the Subscriber.
2. DURATION OF THE CONTRACT
   1. The duration of the Contract will be for the Initial Period, commencing on the Effective Date.
   2. On expiry of the Initial Period, the Contract will continue on an indefinite basis, and either Party will have the right to terminate the Contract on 1 (one) calendar month’s written notice to the other.
   3. Where the Macrocomm Unit is purchased by the Subscriber, there will be no Initial Period applicable and either Party will have the right to terminate the Contract at any time, upon 1 (one) calendar month’s written notice to the other.
3. SUBSTITUTE VEHICLES AND ADDITIONAL VEHICLES
   1. The Subscriber may at any time add on a vehicle or substitute another vehicle for the Vehicle in respect of which the Macrocomm Service is being provided or extend any aspect of the Macrocomm Service, in the manner directed by Macrocomm.
   2. Where a Vehicle has been added or substituted for another Vehicle or the Macrocomm Service is extended, the Subscriber will be liable to Macrocomm for any additional fees relating to the Macrocomm Service, including the costs of removal and or installation of the Macrocomm Unit, as the case may be and authorizes Macrocomm to increase the amount of any debit order stated under the Application Schedule accordingly, which increase will be effective from the date activation of the additional Macrocomm Service or the date of installation of the Macrocomm Unit in the new or substituted Vehicle as applicable.
   3. The terms set out in this Contract will apply in all respects to the Macrocomm Service and in respect of any new or substituted Vehicle or the extension of the Macrocomm Service.
4. THE MACROCOMM SERVICE, MACROCOMM UNIT AND WARRANTIES
   1. Macrocomm will provide the Subscriber with the Macrocomm Service for the duration of this Contract provided that the Subscriber complies with its obligations under this Contract.
   2. On conclusion of this Contract, the Subscriber will present the Vehicle for the installation of the Macrocomm Unit at a Macrocomm Fitment Centre or by a Macrocomm technician, at a site identified by the Subscriber that is secure, private and camera free as pre-arranged with Macrocomm.
   3. Macrocomm will only be obliged to provide the Macrocomm Service in respect of the Macrocomm Unit which has been provided and installed in the Vehicle by a Macrocomm Fitment Centre or by a Macrocomm technician and in accordance with the package selected by the Subscriber.
   4. Even though this Contract will commence on the Effective Date, the Subscriber accepts that the Macrocomm Service cannot be provided by Macrocomm or used by the Subscriber unless the Macrocomm Unit is properly installed in the Vehicle, is programmed, enabled and is functioning according to Macrocomm's specification.
   5. If the Macrocomm Unit is purchased from Macrocomm, ownership and risk of any loss or damage, will pass to the Subscriber on the Effective Date.
   6. If the Macrocomm Unit is rented from Macrocomm, ownership in the Macrocomm Unit will stay with Macrocomm but the risk of any loss or damage in and to the Macrocomm Unit will pass to the Subscriber on the Effective Date.
   7. The Macrocomm Unit and the installation of the Macrocomm Unit will carry a 12 (twelve) month warranty, subject to fair wear and tear, which is expressly excluded from such warranty.
   8. Any repairs which are required in terms of the Macrocomm warranty will be carried out by Macrocomm at no cost to the Subscriber.
   9. The Subscriber agrees not to alter or modify the Macrocomm Unit under any circumstances. If altered, modified, misused or tampered with or if the damage to the Macrocomm Unit is due to water or collision damage, or any other cause beyond Macrocomm’s control, then the warranty set out under clause 5.7 will not apply and Macrocomm will not have any obligation to repair or replace the Macrocomm Unit or provide the Macrocomm Service, or refund to the Subscriber any amounts claimed by the Subscriber, in respect of any warranty, damages or contractual claim.
   10. THE SUBSCRIBER MUST HAVE THE MACROCOMM UNIT TESTED, AT IF THE VEHICLE HAS BEEN INVOLVED IN AN ACCIDENT, OR HAS UNDERGONE PANELBEATING, testing must be done by prior arrangement with Macrocomm and at no cost to the Subscriber.
   11. Macrocomm will be relieved of its obligation to provide the Macrocomm Service at any time that the Macrocomm Unit is not functioning properly.
   12. Where the Macrocomm Unit is not functioning properly, whether under warranty or not, the Subscriber will still be liable to pay the Macrocomm Service fee.
   13. The Subscriber will notify the Macrocomm Control Centre immediately should the Macrocomm Unit be accidentally activated. The Subscriber accepts responsibility for all consequences of any accidental activation of the Macrocomm Unit, which, without limiting the consequences, could include a response by the police or response teams and a subsequent wrongful arrest of the Subscriber or any third party. THE SUBSCRIBER AGREES TO HOLD MACROCOMM HARMLESS FROM AND INDEMNIFIES MACROCOMM AGAINST ANY CLAIMS OR DAMAGES THAT MAY BE BROUGHT BY ANY PARTY AS A RESULT OF ANY ACCIDENTAL ACTIVATION OF THE MACROCOMM UNIT.
   14. The Subscriber agrees to use the Macrocomm Unit and the Macrocomm Service strictly in accordance with the provisions set out under the Macrocomm User Manual and other literature provided by Macrocomm from time to time.
   15. In the event of loss, damage or theft of the Macrocomm Unit or SIM Card, the Subscriber shall report such loss, damage or theft:
       1. to Macrocomm within 48 hours of knowledge thereof; and
       2. to the police within a reasonable time of knowledge thereof.
5. TRAINING
   1. The optimum use of the Macrocomm Unit and Macrocomm Service is dependent upon the proper operation of the Macrocomm Unit by the Subscriber in terms of the Macrocomm User Manual.
   2. The Subscriber may upon prior arrangement with Macrocomm receive dedicated Macrocomm training at no cost to the Subscriber.
   3. Training will be limited to a maximum number of 10 (ten) persons nominated by the Subscriber who will use and manage the Macrocomm Unit. Any additional training will be for the Subscriber’s expense.
6. UPGRADING OF MACROCOMM UNIT
   1. Any developments, possible improvements or upgrades to the Macrocomm Unit will be made available to the Subscriber at an additional fee.
   2. Mapping upgrades will be made available to the Subscriber as and when they are released by Macrocomm at no extra cost.
7. INSURANCE
   1. The Subscriber shall comprehensively insure the Macrocomm Unit with a registered insurer of the Subscriber’s choice against risks of loss, damage or destruction, for the duration of this Contract.
   2. If the Macrocomm Unit or any part thereof is lost, stolen or damaged, irrespective of the cause, the Subscriber shall notify Macrocomm and its insurer immediately in writing. The Subscriber will have no claim or defence against Macrocomm if all costs in respect of the repair or replacement of the Macrocomm Unit are not recovered in full or at all from the insurer.
8. NETWORK SERVICE
   1. The Macrocomm Service is provided over the Network Service Provider’s Network and the Subscriber shall pay a fixed charge as prescribed by the Network Service Provider from time to time in accordance with the tariff package selected by Macrocomm. The fixed charge shall be included in the Macrocomm Service fee.
   2. The Subscriber shall further bear all costs relating to the use of any SIM Card including the cost of voice calls, data messages and any other related expenses, notwithstanding that the SIM Card may, through no fault of the Subscriber, have been lost and fraudulently used by a third party.
   3. Macrocomm will include these costs in the Macrocomm Service fee and furnish the Subscriber with a VAT invoice on a monthly basis, setting out the amount due in respect of the Network charges. The Subscriber shall make payment to Macrocomm within 7 (seven) days of the date of the invoice.
   4. It is recorded that Macrocomm may at its sole discretion at any time elect, to vary the Network Service Provider or use facilities other than the Network to provide the Macrocomm Service.
   5. During any period of suspension or disconnection, the Network Service Provider reserves the right to refuse release of the SIM Card to any other provider of equivalent services.
9. MACROCOMM SERVICE FEES
   1. The fees for the Macrocomm Service will include the following as applicable:
      1. where the Macrocomm Unit is purchased by the Subscriber, the once off purchase price for the Macrocomm Unit;
      2. where the Macrocomm Unit is rented by the Subscriber, the monthly rental fee in respect of the Macrocomm Unit;
      3. a once off installation fee, being the fees for installing the Macrocomm Unit in the Vehicle;
      4. the monthly Macrocomm Service fee where applicable;
      5. international roaming charges where applicable;
      6. the Network Service fee as prescribed by the Network Service Provider from time to time in accordance with the tariff package set out under the Application Schedule and which will include, costs of SMS messages, cost of voice calls, data messages and any other related expenses associated with the SIM Card subject to clause 10.3.
      7. where a Vehicle has been added on or substituted for the existing Vehicle, a fee for installation and or removal of the Macrocomm Unit as the case may be; and or
      8. any other fee agreed to by the Parties or due, owing and payable to Macrocomm by the Subscriber.
   2. All amounts due by the Subscriber in terms of this Contract will be set out in a monthly VAT invoice which will be provided to the Subscriber on a monthly basis.
   3. Where the Effective Date does not fall on the 1st (first) day of the month, the Subscriber will pay a pro-rata amount for the Macrocomm Service in respect of that month, calculated on a daily basis from the Effective Date and the Subscriber will not be billed for the period prior to the Effective Date.
   4. Notwithstanding anything to the contrary in this clause, the fees stated in clause 10.1 as applicable, for the first 2 (two) months of the Contract (pro rata where applicable) will be paid on the Effective Date.
   5. Should the Subscriber require an international roaming service, and the Macrocomm Service is provided to the Subscriber outside the borders of the Republic of South Africa but within the Territory, the Subscriber will be responsible for all and any charges which may be charged by the Network Service Provider, in respect of the international roaming service at standard rates, applicable from time to time.
   6. WHERE AN INTERNATIONAL ROAMING SERVICE IS ACTIVATED IN TERMS OF CLAUSE 10.5, THE SUBSCRIBER HOLDS MACROCOMM HARMLESS FROM ANY LIABILITY FOR ANY COSTS AND CHARGES WHICH MAY BE INCURRED IN RESPECT OF THE INTERNATIONAL ROAMING SERVICE AND AGREES THAT IT WILL BE LIABLE FOR ANY CLAIM BROUGHT AGAINST MACROCOMM BY THE NETWORK SERVICE PROVIDER, IN RESPECT OF SUCH FEES.
   7. All fees will be paid by way of debit order in favour of Macrocomm or in any other manner approved by Macrocomm, monthly in advance on or before the 7th (seventh) day of each calendar month or such date as specified in the debit order authorisation contained in the Application Schedule.
   8. Should any debit order be returned unpaid or dishonoured for any reason, the Subscriber authorises Macrocomm to submit additional debit orders, as may be necessary for the full outstanding balance including any arrear amounts.
   9. Macrocomm will have the right to increase the Macrocomm Service fee on an annual basis on 1 months written notice.
   10. If, as a result of a signal from the Macrocomm Unit, or at the Subscriber’s request, or the request of any authorised representative of the Subscriber or any authorised user of the Vehicle, Macrocomm or any of its subcontractors renders any service not required in terms of this Contract, then in such an event, the Subscriber agrees that it will pay to Macrocomm an amount determined in accordance with Macrocomm's standard rates and or charges applicable from time to time, for any such service rendered.
   11. The Subscriber will not be allowed to withhold payment of any fees or other amounts due to Macrocomm where the Macrocomm Service or the Macrocomm Unit is malfunctioning, is damaged or cannot be operated. Where this is the case, the Subscriber must immediately report any malfunction or damage to Macrocomm and without delay, make the necessary arrangements with Macrocomm for the Vehicle to be booked into and repaired by Macrocomm.
   12. If the Subscriber fails to pay Macrocomm any fee or charge which has become due, Macrocomm will have the right to suspend the Macrocomm Service and will give the Subscriber 7 (seven) Business Days to make payment of all such outstanding amounts. Should Macrocomm not receive payment as requested in the notice, Macrocomm will have the right to terminate this Contract immediately without further notice and hand the outstanding account to an attorney or debt collector for further recovery.
   13. During any period of suspension or disconnection, Macrocomm reserves the right to refuse the release any SIM Card to the Subscriber or to any other service provider of similar services.
   14. A certificate signed by any director or manager for the time being of Macrocomm in respect of any indebtedness of the Subscriber to Macrocomm under this Contract or otherwise or, in respect of any other fact, shall be prima facie evidence of the Subscriber’s indebtedness to Macrocomm and/or such other fact. It shall not be necessary to prove the appointment of the person signing any such certificate.
10. FURNISHING INFORMATION AND NOTICES
    1. The Subscriber confirms that all information which it has provided to Macrocomm under the Contract is true and accurate and can be relied on by Macrocomm.
    2. In the event of an emergency, the Subscriber agrees that it or its Emergency Contacts may be contacted.
    3. If there is any change to the information set out under the Contract, the Subscriber will notify Macrocomm immediately in writing of the change. Where the Subscriber fails to give Macrocomm written notice of any changes, then the Subscriber agrees to hold Macrocomm harmless should Macrocomm rely or act upon the former and outdated information.
    4. Where Macrocomm is required to notify the Subscriber or its Emergency Contact of any fact, notice and document relating to or in connection with this Contract, Macrocomm will communicate such message or notice using any form of electronic communication of its choice, including communication sent by SMS, email or phone as Macrocomm deems appropriate and the Subscriber agrees that communication can be given in such a manner.
    5. Where Macrocomm cannot reach the Subscriber or its Emergency Contact, Macrocomm will be excused and legally relieved of the duty to provide such notice.
    6. Where legal notice is to be served, in terms of the Contract on the Subscriber, the Subscriber chooses its address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at its physical address as set forth in the Application Schedule.
    7. Where legal notice is to be served, in terms of the Contract on Macrocomm, Macrocomm chooses its respective address for service of all legal notices and documents in connection with this Contract (domicilium citandi et executandi) at the following physical address: Building 1, Point Waterfall Office Park, Waterfall Drive, Midrand.
    8. Either Party may change its address, by written notice to the other Party provided that any new address selected by it will be a physical address, and such changes will only be effective upon receipt of notice in writing by the other Party.
    9. The Subscriber acknowledges that Macrocomm is obligated to ascertain the Subscriber’s credit worthiness as per the provisions of the National Credit Act, 34 of 2005. The Subscriber expressly gives Macrocomm permission to:
       1. access from any duly registered credit bureau, the Subscriber’s personal information concerning financial risk and payment habits (“payment profile”) to process the Subscriber’s application for the Macrocomm Service; and
       2. share or disclose information about the Subscriber’s payment profile to credit bureaus.
    10. The Subscriber acknowledges that it is under a duty to provide Macrocomm with certain mandatory information in accordance with the Regulation of Interception of Communications and Provision of Communication Related Information Act, 48 of 2008 (as amended) (“RICA”) and undertakes to co-operate with Macrocomm prior to the Effective Date, in respect of the provision of all the required documentation and information, FAILING WHICH IT WILL HOLD MACROCOMM HARMLESS AGAINST ANY LOSS OR DAMAGE RESULTING FROM SUCH FAILURE.
    11. Where Macrocomm is required to notify the Subscriber or its Emergency Contact of any fact pursuant to this Contract, such notice shall be effected by telephone to the Subscriber or its Emergency Contact, as the case may be, at such telephone number as notified in writing by the Subscriber to Macrocomm from time to time. Where Macrocomm cannot reach the Subscriber or its Emergency Contact at the given telephone number, Macrocomm shall be relieved of the duty to provide any such notice.
    12. Where the Subscriber has authorised a third party which is also a business partner of Macrocomm such as the Subscriber’s insurance company, emergency response company or any other third party to receive Vehicle Data from Macrocomm, then to the extent of such authorisation, THE SUBSCRIBER EXPRESSLY CONSENTS TO MACROCOMM PROVIDING THE VEHICLE DATA TO SUCH PARTY AND WILL HOLD MACROCOMM HARMLESS FROM ANY LOSS OR DAMAGE RESULTING FROM SUCH DISCLOSURE.
    13. Where the Macrocomm Service is provided over the GSM Network, the Subscriber acknowledges that it is under a duty to provide Macrocomm with certain mandatory information in accordance with the Regulation of Interception of Communications and Provision of Communication Related Information Act, 48 of 2008 (as amended) (“RICA”) and undertakes to cooperate with Macrocomm prior to the activation of the Macrocomm Service, in respect of the provision of all the required documentation and information, FAILING WHICH IT WILL HOLD MACROCOMM HARMLESS AGAINST ANY LOSS OR DAMAGE RESULTING FROM SUCH FAILURE.
    14. THE SUBSCRIBER REPRESENTS AND UNDERTAKES IN RELATION TO ANY DATA SUBJECT, INCLUDING BUT NOT LIMITED TO ANY OF THE SUBSCRIBER’S EMPLOYEES, DESIGNATED DRIVERS, EMERGENCY CONTACT PERSONS, DIRECTORS, OFFICERS, SHAREHOLDERS, OR CUSTOMERS, THAT THE SUBSCRIBER HAS COMPLIED WITH, AND WILL CONTINUE TO COMPLY WITH, ANY AND ALL RELEVANT DATA PROTECTION LAWS SUCH AS POPIA. THE SUBSCRIBER UNDERSTANDS THAT SUCH COMPLIANCE WILL INCLUDE BUT NOT BE LIMITED TO OBTAINING CONSENT TO THE EXTENT NECESSARY, IN THE EVENT THAT THE SUBSCRIBER SHARES PERSONAL INFORMATION THAT THE SUBSCRIBER HOLDS IN RESPECT OF SUCH DATA SUBJECT WITH MACROCOMM FOR THE PURPOSES OF THIS CONTRACT.
    15. Where an insurance company or employer pays the Macrocomm Service fees to Macrocomm on behalf of the Subscriber, the Subscriber authorizes Macrocomm in the event of cancellation of the insurance policy, termination of employment or default of payment, to debit the Subscriber’s bank account directly with the monthly Macrocomm Service fees at the applicable retail rate.
11. EXCLUSION OF LIABILITY
    1. The Subscriber accepts that the Macrocomm Service is intended to reduce the risk of loss but not eliminate such loss.
    2. EXCEPT WHERE PROHIBITED BY LAW, THE SUBSCRIBER AGREES TO HOLD MACROCOMM HARMLESS FOR ANY LOSS OR DAMAGE CAUSED TO THE SUBSCRIBER ARISING FROM THE MACROCOMM SERVICE, AND OR MACROCOMM NOT BEING ABLE TO PERFORM THE MACROCOMM SERVICE FOR ANY REASON, INCLUDING MACROCOMM’S NEGLIGENCE, OR DUE TO ANY MALFUNCTION OF THE MACROCOMM UNIT AND OR THE NETWORK.
12. DATA PROTECTION AND PRIVACY
    1. In order for Macrocomm to provide the Macrocomm Service, the Subscriber understands and agrees that Macrocomm requires information including but not limited to Personal Information to enable Macrocomm to fulfil its obligations in terms of this Contract. The Subscriber undertakes to provide such information to Macrocomm as and when required in relation to the Macrocomm Services.
    2. Macrocomm will collect the following categories of Personal Information from the Subscriber:

company name;

* + 1. contact number;
    2. email address;
    3. physical address;
    4. postal address;
    5. registration number;
    6. banking details;
    7. vehicle registration number;
    8. make and model of vehicle;
    9. location information; and
    10. Vehicle data.
  1. Macrocomm will collect Personal Information directly from the Subscriber and third parties, such as, including but not limited to, brokers, insurance companies, credit bureaus, dealerships and business partners.
  2. Macrocomm will exercise all reasonable measures to process the Subscriber’s Personal Information in terms of the Macrocomm Privacy Policy, POPIA and the provisions of this clause.
  3. By entering into this Contract, the Subscriber confirms, acknowledges and agrees, with express consent, that Macrocomm may collect Process and/or store the Personal Information contained in the Contract, or any transaction under it, or any entry, account or other information held by Macrocomm in relation to this Contract (which may include the Subscriber’s Personal Information and/or Personal Information of the Subscriber’s Emergency Contact as well as De-identified Data) for the purposes of:
     1. sharing certain of the Subscriber’s Personal Information (and non-personal information such as make and model of the Vehicle, frequently travelled areas, traffic information, theft and hi-jacking statistics) including Vehicle Data with Macrocomm’s business partners, service providers and or sub- contractors for purposes of providing the Macrocomm Services to the Subscriber;
     2. concluding, implementing and monitoring the operation of this Contract;
     3. to banks for purposes of effecting the deduction and payment of amounts due to Macrocomm and all ancillary actions related to such deduction and payment;
     4. assessing financial risks;
     5. fraud prevention, preventing and detecting crime;
     6. providing the Subscriber, any combination of services, analysis, advice or intermediary service linked to the Contract or the Subscriber’s relationship with Macrocomm as a client;
     7. SMS and other electronic forms of direct marketing for Macrocomm products and services as well as products and services of third parties affiliated with Macrocomm (unless the Subscriber has requested not to receive such information);
     8. carrying out statistical and other analysis to identify potential markets and trends;
     9. developing new products and services and enhancing and developing Macrocomm’s existing products and services;
     10. training of Macrocomm employees;
     11. inclusion in data lists which may be used by third parties to improve and enhance Macrocomm’s products and service and offerings to the Subscriber;
     12. assessing the Subscriber’s insurance needs;
     13. referring it to a credit reference agency or credit bureau (which may make records of searches and enquiries which may be used by others for lending, credit or purchasing decisions about the Subscriber or any individual);
     14. any person, subsidiary, holding company or associated company or other company who is engaged in Macrocomm’s business or who is acting on Macrocomm’s behalf; and
     15. disclosing of Personal Information required or permitted by Law.

1. THE SUBSCRIBER HEREBY EXPRESSLY CONSENTS TO MACROCOMM:
   * 1. DISCLOSING ITS PERSONAL INFORMATION, TO ANY PERSON, SUBSIDIARY, HOLDING COMPANY OR ASSOCIATED COMPANY OR OTHER COMPANY WHO IS ENGAGED IN MACROCOMM’S BUSINESS OR WHO IS ACTING ON MACROCOMM’S BEHALF FOR THE ABOVE PURPOSES.
     2. DISCLOSING THE SUBSCRIBER’S PERSONAL INFORMATION TO ANY PERSON WHO PROVIDES SERVICES TO MACROCOMM OR ACTS AS MACROCOMM’S AGENT OR TO WHOM MACROCOMM HAS TRANSFERRED OR PROPOSE TO TRANSFER ANY OF MACROCOMM’S RIGHTS AND DUTIES IN RESPECT OF THIS CONTACT, LOCALLY AND OUTSIDE THE REPUBLIC OF SOUTH AFRICA WHEN INTERNATIONAL ROAMING IS ACTIVATED, AS NECESSARY. MACROCOMM REQUESTS PERSONS WHO PROVIDE SERVICES TO MACROCOMM TO AGREE TO THE MACROCOMM PRIVACY POLICIES IF THEY NEED ACCESS TO ANY PERSONAL INFORMATION TO CARRY OUT THEIR SERVICES.
   1. THE SUBSCRIBER ACKNOWLEDGES THAT:
      1. MACROCOMM WILL AT ALL TIMES REMAIN RESPONSIBLE FOR DETERMINING THE PURPOSE OF AND MEANS FOR PROCESSING THE SUBSCRIBER’S PERSONAL INFORMATION IN TERMS OF AND SUBJECT TO THIS CLAUSE 13;
      2. MACROCOMM IS REQUIRED BY VARIOUS LAWS, TO COLLECT AND DISCLOSE SOME OF THE SUBSCRIBER’S PERSONAL INFORMATION;
      3. WITHOUT THIS PERSONAL INFORMATION MACROCOMM WILL BE UNABLE TO CONCLUDE AND OPERATE THIS CONTRACT; AND
      4. THE SUBSCRIBER IS PROVIDING MACROCOMM WITH ITS PERSONAL INFORMATION VOLUNTARILY.
   2. The Subscriber expressly consents thereto that Macrocomm may transfer the details of this Contract, to computer system operators in countries outside of South Africa, which have data protection laws equivalent or greater than those in South Africa.
   3. The Subscriber consents to and acknowledges that Macrocomm may monitor and/or record telephone calls with the Subscriber for quality, security and training purposes.
   4. The Subscriber waives any right, title or interest in and to the De-identified Data and expressly agrees that Macrocomm may process the De-identified Data in any manner whatsoever which may include commercial gain.
   5. The Subscriber acknowledges and agrees that Macrocomm will Process Vehicle Data for the purpose of providing the Macrocomm Services. The Vehicle Data may include, without limitation, information relating to:
      1. the Vehicle and the details of the driver of the vehicle;
      2. the location of the vehicle at any given time;
      3. the manner in which the vehicle is used;
      4. the driving patterns and driving behaviour of the driver of the vehicle; and
      5. information derived from the Macrocomm Unit in the Vehicle. Macrocomm will use reasonable endeavours to ensure that the Subscriber’s Personal Information as provided is accurate, however, it is the Subscriber’s responsibility to ensure that the information provided is accurate. The Subscriber undertakes to immediately advise Macrocomm of any changes to the Subscriber’s Personal Information should any of these details change. Macrocomm will not be responsible for any loss or damage, howsoever caused, in the event of the Subscriber providing inaccurate or incomplete information.
   6. The Subscriber has the right to lodge a complaint with the Information Regulator, under POPIA. The contact details of the Information Regulator are available on the following website: https://[www.justice.gov.za/inforeg/.](http://www.justice.gov.za/inforeg/)
2. ACCESS TO DATA
   1. The Subscriber acknowledges that Macrocomm will have access to and Process Personal Information for the duration of the Contract in accordance with clause 13 for the provision of the Macrocomm Service to the Subscriber. The Macrocomm Service, including the provision of the Vehicle Data to the Subscriber shall terminate upon termination of the Contract.
   2. Macrocomm will delete the Personal Information within a reasonable period of time following termination of the Contract, except where required retention of the Personal Information is required by law, in which case Macrocomm will retain such Personal Information in accordance with applicable legislation.
3. FORCE MAJEURE
   1. If Macrocomm is prevented or restricted in any way from carrying out all or any of its obligations under this Contract by reason of force majeure (an event or circumstance beyond the control of the Parties, such as a war, strike, riot, crime, or an “act of God” such as flooding or an earthquake which prevents one or both Parties from performing their obligations under the Contract), then Macrocomm will be relieved of its obligations to provide the Macrocomm Service during such period of force majeure, and Macrocomm will not be liable for any loss, damage, action or claim which may be brought by the Subscriber or by any other Party in consequence of such delay or inability to perform.
4. BREACH AND CONSEQUENCES
   1. If the Subscriber:
      1. fails to pay any amount under this Contract on due date; or
      2. fails to carry out or perform any of its contractual obligations or breaches any term or condition of this Contract; or
      3. in Macrocomm’s reasonable opinion raises false alarms or abuses the Macrocomm Service, then Macrocomm may immediately suspend the Macrocomm Service and provide the Subscriber with a written notice requiring it to rectify the breach within 7 (seven) Business Days of the date of such notice failing which Macrocomm will have the right to immediately terminate the Contract, without further notice to the Subscriber.
   2. Termination of the Contract by either Party for any reason will be without prejudice to any rights which Macrocomm may then have in law, including:
      1. the right to claim from the Subscriber an early termination fee reasonably calculated by Macrocomm, where the Contract is terminated within the Initial Period;
      2. the right to immediately remove and recover ownership and possession of the Macrocomm Unit from the Vehicle, at the Subscriber’s risk and expense where the Contract is terminated within the Initial Period;
      3. the right to demand from the Subscriber, all amounts payable, by the Subscriber to Macrocomm under the Contract; or
      4. the right to claim any other damages from the Subscriber, which it may have incurred in law in consequence of the Subscriber’s breach.
   3. Upon termination of this Contract for any reason all amounts payable by the Subscriber to Macrocomm will become due and payable and where the Contract is terminated prior to the expiry of the Initial Period the Subscriber will also be liable to pay an early termination fee as set out in clause 16.2.1.
   4. Where Macrocomm has to remove the Macrocomm Unit in terms of this clause 16, the Subscriber will do all things reasonably necessary to enable Macrocomm’s authorised representative to remove the Macrocomm Unit from the Vehicle.
   5. Where Macrocomm has to use the services of a debt collector or attorney to successfully enforce any provisions of the Contract, then the Subscriber will bear the costs incurred by Macrocomm, including legal fees, on an attorney and client scale.
5. GENERAL
   1. This Contract will be interpreted in accordance with the laws of the Republic of South Africa.
   2. Should any clause of this Contract be declared to be unlawful, such clause will be deleted from the Contract and the remaining parts of the Contract will continue to operate.
   3. This Contract sets out the entire agreement and understanding between the Parties and supersedes all prior Contracts, in connection with the subject matter of this Contract.
   4. No change or cancellation of this Contract will be of any force or effect unless such change or cancellation is agreed in writing and signed by both Parties.
   5. Where one of the Parties does not act on a breach of the Contract by the other Party, failure to act will not result in that Party giving up its rights to act upon that breach or another breach, at a later stage.
   6. The Subscriber will not be able to transfer, cede, delegate or assign its rights or obligations in terms of this Contract to another person without the prior written consent of Macrocomm, which consent shall not be unreasonably withheld.
   7. Macrocomm will be entitled to transfer, cede, delegate or assign its rights or obligations under this Contract provided that the Subscriber’s rights in terms of this Contract remain unaffected.

I/We the undersigned duly authorised hereto, having read and understood the terms and conditions, agree to abide by and be bound by the terms and conditions.

SIGNED for and on behalf of the Subscriber at on the

day of 20

Click or tap here to enter text.

Duly Authorised Signature

Click or tap here to enter text.

Full Names in Print

Click or tap here to enter text.

Capacity