

## IoTRACK

### POWERED BY GREYSTONE TECHNOLOGIES (PTY) LTD

### TERMS AND CONDITIONS

#### INTRODUCTION

These are the Terms and Conditions of Use relating to the purchase of the Equipment and the use of the Services provided to the User by Greystone Technologies (Pty) ("Greystone Technologies") as well as the IoTrack online Portal and dashboard ("the IoTrack Portal") provided and powered by Greystone Technologies and collectively ("the Provider"). These Terms and Conditions ("the Terms and Conditions") govern your ("the User's") use of the IoTrack Portal, as well as the Equipment and the use of the Services associated therewith. By accessing and using, and in particular indicating your acceptance of the terms by clicking on the "**I accept these terms**" button as provided for on the login features of the IoTrack Portal, the User agrees to be bound by the Terms and Conditions set out in this document. The content of, and available on, the IoTrack Portal, is either proprietary to the Providers, utilized in terms of a written license agreement entered into between the Providers and the proprietor of such content, or constitutes personal information pertaining to other users of the IoTrack Portal. As such, the User may not access, display, use, download, and/or otherwise copy or distribute any such obtained on the IoTrack Portal for any purposes other than as provided for in these Terms and Conditions without the prior consent of the Providers, or the individuals to whom any relevant personal information relates.

In terms of section 49 of the Consumer Protection Act, 2008 your attention is drawn to the provisions of the clauses in bold herein, which:

- **limit in any way the risk or liability of the Providers or any other person;**
- **constitute an assumption of risk or liability by the User;**
- **impose an obligation on the User to indemnify the Providers or any other person for any cause; or**
- **constitute an acknowledgement of any fact by the User.**

#### DEFINITIONS

The headnotes to the clauses of these Terms and Conditions are for reference purposes only and shall in no way govern or affect the interpretation of nor modify nor amplify these Terms and Conditions nor any clause hereof.

Unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:

#### Applicable Laws

Shall mean, as amended from time to time and to the extent it applies to a Party (including, as applicable, affiliates and sub-contractors of a Party) and the Users, or the Processing and wherever occurring in any relevant jurisdiction, (a) any statute, regulation, notice, policy, directive, ruling or

subordinate legislation (including treaties, multinational conventions and the like having the force of law); (b) all relevant judgments, rulings and orders handed down by any competent court situated within the Republic of South Africa; (c) the common law; (d) any applicable industry code or policy enforceable by law, and (e) any applicable direction, policy or order that is given by any regulator, competent authority or organ of state or industry body.

**Affiliates**

Shall mean any entity standing in a similar relationship to the Provider.

**Business Day**

Shall mean any day other than a Saturday, Sunday or a public holiday in South Africa.

**Cookies**

Means small text files that store Non-personally Identifiable Information about Data Subjects, either temporarily in connection with a Data Subject's Internet Protocol (IP) address (known as a temporary or session cookie, and deleted once a Data Subject closes their browser window) or more permanently on the hard drive of a Data Subject's device (known as a permanent or persistent cookie). The Website and IoTrack Portal may from time to time use cookies so that as to enable certain user functionality and improve the User experience in respect of the Website and IoTrack Portal. For further information in respect of Greystone's use of Cookies, please consider our Cookie Statement in these Terms and Conditions.

**Data Subject(s)**

Shall mean any person to whom any Personal Information relates, which shall include the User and the User's Data Subject(s), whether those data subjects are employees, agents, contractors, representatives of the User, whose Personal Information may be available to Greystone Technologies via the IoTrack Portal or not, or whether such data subject is an unknown third-party whose identity and Personal Information is only known to the User.

**Commented [SO1]:** Tobie – just double check this please. I have made provision for "unknown third parties" beyond our control.

**Device**

Shall mean the device used by the User to use the Services provided by the Providers, such as a desktop computer, laptop, smart phone, tablet or similar device.

**Effective Date**

Shall mean the date upon which a User, purchases the Equipment, accepts these Terms and Conditions, uses the Services or the IoTrack Portal provided by the Providers (whichever comes first).

**Equipment**

Shall mean the product(s) supplied by the Provider, purchased by the User and which product(s) are used to provide the Services.

**GPS**

Shall mean Global Positioning System, which is a global navigation satellite system that provides geolocation and time information to a GPS receiver device anywhere on Earth where there is an unobstructed line of sight to four or more GPS satellites.

**GSM Network**

Shall mean the Global Systems for Mobile Communications Network, which is a wireless communications network over which the GSM service is provided by the Mobile Network Operator.

**GSM Service**

Shall mean the services provided by the Mobile Network Operator using the GSM Network.

**IoTrack Portal**

Shall mean the web-based application to which these Terms and Conditions are linked and through which Users use the Equipment and the Services.

**Greystone Technologies**

Shall mean Greystone Technologies (Pty) Ltd (Reg No. 2009/013770/07).

**Intellectual Property**

Shall mean all intellectual property subsisting in, pertaining to or used on, through or by means of the IoTrack Portal, including, without limitation, documents, designs, Trade Marks, service marks, data, trade secrets, methods and know-how, as well as copyright, including, without limitation, all copyright in any documents, logos, designs, multimedia works, software (including both source and object code and any programmers' or developers' notes, flow charts, memoranda and design documents), as well as any goodwill and rights of reputation attaching to any of the above.

**Parties**

Shall mean the Providers and/or the Users, and "Party" shall, as the context requires, be a reference to any one of them.

**Personal Information**

Shall have the meaning ascribed to it in terms of Section 1 of the Protection of Personal Information Act, 4 of 2013.

**Processing**

Shall have the meaning ascribed to it in terms of Section 1 of the Protection of Personal Information Act, 4 of 2013 and the term "Process" shall, as the context requires, have the corresponding meaning.

**Provider**

Shall mean Greystone Technology (Pty) Ltd (Reg. No.: 2009/013770/07) who is the provider of the IoTrack Portal and its associated Services and Equipment.

**Services**

Shall mean the services provided by the Provider through, or by means of the IoTrack Portal, including, but not limited to the provision of asset tracking through national and global network infrastructure, voice monitoring and real time reporting through SMS, Mobile Application and Web based interfaces to meet the prescribed needs of the User and which services are provided in relation to and in accordance with the specifications of the Equipment.

**Sigfox Network**

Shall mean a Low Power Wide Area wireless network operated by Sigfox.

**Sigfox Service**

Shall mean the services provided by the Mobile Network Operator using the Sigfox Network.

**Terms and Conditions**

Shall mean the terms and conditions set out in this document.

**Trade Marks**

Shall mean all registered and unregistered trade marks, trade names, symbols, signs, insignia, emblems, logos and slogans utilized by the Provider in facilitating the User's use of the Services, Equipment as well as on the IoTrack Portal.

**User(s)**

Shall mean the user of the IoTrack Portal and/or any associated Services and/or the Equipment.

**Web-based Format**

Shall mean the format of the IoTrack Portal which can be accessed by the User through his / her Device's web browser by entering a particular website.

Unless inconsistent with the context or save where the contrary is expressly indicated:

- if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it appears only in this clause, effect shall be given to it as if it were a substantive provision of these Terms and Conditions;
- any reference in these Terms and Conditions to an enactment is to that enactment as at the Effective Date and as amended or re-enacted from time to time; and
- any reference in these Terms and Conditions to these Terms and Conditions or any other terms and conditions or document shall be construed as a reference to these Terms and Conditions or, as the case may be, such other terms and conditions or

document as same may have been, or may from time to time be, amended, varied novated or supplemented.

Unless inconsistent with the context, an expression which denotes:

- any one gender includes the other genders; and
- the singular includes the plural and vice versa.

Where any term is defined within the context of any particular clause in these Terms and Conditions, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the same meaning as ascribed to it for all purposes in terms of these Terms and Conditions, notwithstanding that that term has not been defined in this clause.

The expiration or termination of these Terms and Conditions shall not affect such of the provisions of these Terms and Conditions which expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.

#### **CONTRACTUAL CAPACITY TO ACT**

**The User warrants that he / she is at least 18 (eighteen) years of age and has the necessary contractual and mental capacity to enter into and be bound by these Terms and Conditions. Where the User acts on behalf of a juristic person, the User agrees to bind himself / herself as surety and co-principal debtor with such juristic person for the due performance of the juristic person's obligations in terms of these Terms and Conditions. Notwithstanding the foregoing, the User (where he/she acts on behalf of a juristic person) warrants that he / she has the necessary authority and capacity to enter and bind the juristic person to these Terms and Conditions.**

#### **ELECTRONIC COMMUNICATIONS**

By using the IoTrack Portal or communicating with the Provider by electronic means, the User consents and acknowledges that any and all agreements, notices, disclosures, or any other communication shall have been adequately addressed to the User upon transmission by e-mail to the e-mail address provided by the User and it constitutes proper notice to the User.

#### **SERVICES PROVIDED**

The IoTrack Portal offers various services associated with live asset tracking, which tracking is enabled by tracking Equipment together with third-party infrastructures, and the reporting and notification services associated thereto ("the Services"). The use of any Services through the use of the IoTrack Portal, is at the User's own risk.

If a User uses the IoTrack Portal, the User is obliged to keep his/her access details to the IoTrack Portal (including, his/her username and password) confidential and not allow other people to use it. The User also accepts full responsibility for all activities that occur under their unique access details or password and accept responsibility for sharing his/her username and password. The User is only permitted to use one account in respect of the IoTrack Portal. If the User uses more than one account, the Providers reserves the right to revoke all access to the IoTrack Portal.

**The User expressly acknowledges and agrees that the following actions shall be material breaches of these Terms and Conditions:**

- **signing in as, or pretending to be, another person;**
- **transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;**
- **using the Services in a way that is intended to harm, or could result in harm, to the User, the Provider, or to other users of the IoTrack Portal; or**
- **gathering information and specifically Personal Information about others without obtaining their prior written consent.**

**The User also expressly agrees that that any use of his/her access details shall be regarded by the Provider as if the User were the person using such information in all instances.**

The User may change his/her username and password at any time, although the Provider may determine certain requirements that the User will need to meet when choosing a username or password. These requirements may be changed from time to time and the User may be required to update his/her credentials following such changes.

#### **PERSONAL INFORMATION OF USERS**

The User shall make available and consents (where necessary) to the processing of, amongst others, the following types of personal information by the Provider:

- e-mail address;
- name and surname;
- name of company/organisation;
- registration number;
- identity number;
- physical address;
- IP address;
- telephone number; and
- opinions and preferences.

("the Personal Information")

The User agrees that the Provider may process the User's Personal Information for all purposes that relate to the IoTrack Portal, the Services offered through the IoTrack Portal and any other Services offered by the Provider associated or not associated with the Equipment. In order to do so, the User acknowledges that the Provider is required to find out exactly what the User needs or wants.

The User does have the right to object to the processing of their Personal Information and it is voluntary to accept these Terms and Conditions. However, the Provider do require the User's acceptance to enable the User to use the IoTrack Portal, and to provide the Services.

The Personal Information processed by the Provider, will be processed pursuant to and for the purposes as set forth in the Provider's privacy policy from time to time, which may include, but not be limited to the following purposes:

- verifying the identity of the User;
- transmitting and receiving necessary correspondence to the User in relation to the Services accessed, used or purchased by the User through, or by means of the IoTrack Portal;
- facilitating delivery of the Services accessed, used or purchased by, or subscribed to by, the User through, or by means of the IoTrack Portal;
- generally rendering the Services;
- transmitting marketing material to the User in respect of the Services made available by the Provider or any third party;
- processing payments, refunds and the like in respect of the Equipment or any of the Services made available to and used by the User;
- transmitting marketing material to the User in respect of the Services and the Equipment sold by the Provider;
- to monitor and analyse the User's conduct in respect of the Services and/or Equipment;
- for compliance and risk purposes;
- to analyse the Personal Information collected for research and statistical purposes and once such Personal Information is analysed to send the User marketing and promotional material which the Provider believe may, based on the Provider's processing of the User's Personal Information, be relevant to the User and enhance the User's use of the Services provided on, through, or by means of the IoTrack Portal;
- to conduct market research, as well as academic research in respect of the Personal Information in order to identify potential markets and trends, to develop new products and services and to improve the nature of the Services and/or Equipment being provided to the User by the Provider;
- to aggregate and/or de-identify the User's Personal Information after analysing it for statistical purposes and/or conducting market and academic research in respect thereof, as aforesaid, and transferring or on-selling such de-identified Personal Information to third parties for commercial or non-commercial means.

The User's Personal Information shall be retained in the strictest confidence by the Provider and will only be processed in accordance with the Provider's Privacy Notice to which these Terms and Conditions relate.

The User expressly agrees and acknowledges that any failure by the User to submit the requisite Personal Information may render the Provider unable to deliver the Services and should this arise, the User hereby indemnifies and holds the Provider harmless against any loss or damage which the User may suffer as a result of the Provider's inability to render or deliver the Services.

The User acknowledges that through the use of the IoTrack Portal or the Services, which may include completing online application forms or contacting the Provider electronically, the Provider will in effect be processing the User's Personal Information.

The User acknowledges that he/she understands that (where applicable) when the User includes the Personal Information of their employer on the IoTrack Portal, the Provider will process such Personal Information in line with not only these Terms and Conditions, but the provisions of the Provider's privacy policy as well.

In such an event contemplated above, the User warrants that they have the required consent to furnish the Provider with such Personal Information.

### **SECURITY SAFEGUARDS**

The Provider shall take appropriate, reasonable technical and organisational measures to secure the integrity and confidentiality of the Personal Information in its possession, in order to guard against:

- loss of, damage to or unauthorised destruction of Personal Information; and
- unlawful access to or processing of Personal Information.

The Provider shall not however be held responsible, and the User agrees to indemnify and hold harmless the Provider for any security breaches occurring on the User's electronic device (personal computer or other electronic device used to browse the IoTrack Portal or access the Services), which may arise as a result (without limitation) of the lack of adequate virus protection software or spyware that the User may inadvertently have installed on his/her device.

The Provider undertakes to process any of the User's Personal Information in accordance with the provisions of its privacy policy to which these Terms and Conditions relate.

### **THIRD PARTY PRODUCTS AND SERVICES**

At the Provider's discretion, it may include references to or facilitate access to services rendered by third parties and provide links to the sites of third parties. These third-party service providers and their sites have separate and independent terms and conditions and privacy policies applicable to their products, services, and respective sites. The Provider shall bear no responsibility or liability for the products offered or services rendered by such third parties or the content and services provided through or by means of their respective websites.

The Provider makes no warranties or representations whatsoever regarding the services rendered by any third party or the content or activities of such third-party websites, which may be accessed or used through or by means of the IoTrack Portal and/or its associated Services.

The User acknowledges that the Provider merely facilitate the User's access to such third party's products, services and/or websites and does not itself offer the products or render the services of such third party to the User.

The User acknowledges that the Provider, nor its directors, trustees, prescribed officers, agents or assigns, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content of or the websites of a third party, as well as any functionality of said websites and the products offered or services rendered through or by means of said websites, or of any linked websites, even if Provider is expressly advised thereof.



## PROCESSING OF PERSONAL INFORMATION BY USERS

The User acknowledge that pursuant to their use of the IoTrack Portal and their engagements with the Provider, the Provider will have access to, and be required to Process, Personal Information relating to the User and the User's Data Subjects and, due to the nature of the Services and Equipment, the User's tracking of its assets or potentially Data Subjects themselves, these activities may result in the live position tracking of Data Subjects and the importation of their Personal Information into the IoTrack Portal. Accordingly, the Parties warrant and undertake to and in favour of one another that they shall -

- treat the Personal Information as strictly confidential;
- only Process Personal Information in accordance with Applicable Laws, in terms of these Terms and Conditions and for the purposes set forth herein;
- not disclose or otherwise make available the Personal Information to any third party (including sub-contractors or staff) other than authorised sub-contractors or staff who require access to such Personal Information strictly in order for the execution of the User to make use of the IoTrack Portal and the associated Services and Equipment;
- ensure that all sub-contractors, staff and any other persons having access to the Personal Information are bound by appropriate and legally binding confidentiality and non-disclosure obligations in relation to the Personal Information on substantially the same terms and conditions as set forth herein;
- take appropriate, reasonable technical and organisational measures to ensure that the integrity of the Personal Information in their possession or under their control is secure and that such Personal Information is protected against unauthorised or unlawful processing, accidental loss, destruction or damage, alteration, disclosure or access by having regard to:
  - any requirement set forth in Applicable Law; stipulated in industry rules or in codes of conduct or by a professional body;
  - generally accepted information security practices and procedures which apply to (i) the User's respective businesses and operations; and (ii) to the Parties, as may be appropriate to discharge their obligations in terms of these Terms and Conditions;
  - appropriate, reasonable, technical and organisational measures being in place to ensure that the Personal Information in their possession or under their control remains available to one another as and when it may be required;
  - complying with the specific requirements as may be set forth in any instruction relating to complying with any contractual obligations towards each other or towards the User's Data Subjects or any other specific directions or requirement, including but not limited to the technical and organisational security measures as may be required in terms of POPIA;
  - identifying all reasonably foreseeable internal and external risks and, at least once in every 12 (twelve) month period and taking all necessary steps to -
  - identify all reasonably foreseeable internal and external risks to Personal Information in their possession or under their control;

- regularly verify that the safeguards which they have in place have been effectively implemented;
- ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards; and
- agreeing to reasonable amendments to this clause from time to time, to the extent that Applicable Laws generally requires such amendments for the benefit of Data Subjects;
- not sell, alienate or otherwise part with the Personal Information of Data Subjects any of the records housing the Personal Information, nor shall it use the Personal Information for any direct marketing, advertising, research or statistical purposes, unless expressly authorised to do so in terms of any other agreement between them, as well as these Terms and Conditions.
- The Parties shall-
  - notify one another in writing immediately of becoming aware of or having reasonable grounds to believe that the Personal Information of a Data Subject has been accessed or acquired by an unauthorised person and take all appropriate steps to limit the compromise of Personal Information and to restore the integrity of the affected information systems as quickly as possible;
  - as soon as reasonably possible thereafter, the Parties shall be required to engage with one another to discuss the security breach, to report all relevant facts relating to the compromise and to identify the steps to be taken to mitigate the extent of the compromise and loss occasioned by the compromise;
  - provide one another with details of the Personal Information affected by the compromise, including but not limited to, the identity of Data Subjects, the nature and extent of the compromise, and, where possible, details of the identity of the unauthorized person/s who are known to or who may reasonably be suspected of, having accessed or acquired the Personal Information;
  - immediately upon notifying one another as set forth in this clause, each Party shall –
    - at its own cost, take all necessary steps to mitigate the continuation of the compromise, the repetition of a similar compromise, and mitigate the extent of the loss occasioned by the compromise of Personal Information;
    - implement all measures reasonably necessary to restore the integrity of their information system/s;
    - provide one another with a report on their progress in resolving the compromise at reasonable intervals following the initial notification, until such time as the compromise is resolved to the Parties satisfaction;
    - upon request, or otherwise if required by law, notify the South African Information Regulator (“Regulator”) and/or the affected Data Subjects. Any such notification shall be in a form prescribed by the Regulator, as the case may be, if applicable and contain such information as is required in terms of section 22 of POPIA. Notwithstanding the foregoing, a notification to a Data Subject shall always include sufficient information

to allow the Data Subject to take protective measures against the potential consequences of the compromise.

#### **UPDATING OF THESE TERMS AND CONDITIONS**

The Provider reserves the rights to change, modify, add or remove from portions or the whole of these Terms and Conditions from time to time. Changes to these Terms and Conditions will become effective upon such changes being posted to this IoTrack Portal. It is the User's obligation to periodically check these Terms and Conditions on the IoTrack Portal for changes or updates. The User's continued use of this IoTrack Portal following the posting of changes or updates will be considered notice of the User's acceptance to abide by and be bound by these Terms and Conditions, including such changes or updates.

#### **LIMITATION OF LIABILITY**

The Equipment, Services and IoTrack Portal including any future offer of products or services, are provided on an "as is" basis, and may include inaccuracies or errors. The Provider makes no warranty or representation as to the availability, accuracy, reliability and performance of the IoTrack Portal. Neither the Provider, its directors, prescribed officers, agents, assigns or Affiliates, shall be held responsible for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the IoTrack Portal or any functionality thereof.

Neither the User or any other person shall have any claim against the Provider for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of data or other pecuniary loss, arising from the use, or inability to use the IoTrack Portal regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if the Provider was negligent.

The User's use of the IoTrack Portal is at the User's sole risk and discretion. The Provider expressly disclaims all representations, warranties and statutory remedies of any kind, whether express or implied, to the maximum extent permitted by any applicable law, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Without detracting from the generality of the foregoing and to the maximum extent permitted by applicable law, the Provider makes no warranty that the IoTrack Portal will meet the User's requirements, be uninterrupted, timely, secure, or error-free, that the results that may be obtained from the use of the IoTrack Portal will be accurate or reliable or that the quality of any other products, services, information, or other material purchased or obtained by the User through the IoTrack Portal offered by the Provider will meet the User's expectations, will be of satisfactory quality, fault, virus or defect free.

The User therefore indemnifies and holds the Provider or its Affiliates harmless against any loss, injury or damages which may be sustained as a result of:

- use of the IoTrack Portal;
- the processing of Personal Information of any other Data Subject, for which the User does not possess a lawful justification for such processing activities;
- the User's failure to comply with his/her obligations in terms of these Terms and Conditions; or
- the unavailability of, or interruption of the IoTrack Portal by virtue of the performance of the GSM and/or Sigfox Networks or any other reason beyond the Provider's control.

## WARRANTIES

The User acknowledges and warrants that:

- The Equipment will have been selected by the User and be to the satisfaction of the User.
- The Equipment is of good quality and durability for the purpose for which it is intended.
- All profit and risks, including the risk of destruction or loss of the Equipment shall pass to the User on the Effective Date, subject to the delivery of the Equipment by the provider to the User.
- The User shall not in any way alter or modify the Equipment without the prior written consent of the Provider.
- The User shall at its own expense apply for all licenses, certificates or exemptions that may be required for or in connection with the use of the Equipment, Services or IoTrack Portal.
- The Provider is not obliged to render nor can it warrant the proper functioning of the Equipment, Services or IoTrack Portal outside the borders of the Republic of South Africa.
- The User acknowledges that the effective use and performance of the Equipment is dependent on the unobstructed GPS signal communication between the Equipment and the relevant GPS satellite(s), and therefore impediments including, but not limited to, geography, the typography of the area in which the Equipment is located, man-made structures or any other obstacles which have the potential to obstruct the GPS signal communication between the Equipment and the relevant GPS satellite(s) may influence the performance of the Equipment and accuracy of the Services and/or IoTrack Portal.
- The User warrants and agrees to use the Equipment, Services and/or IoTrack Portal in accordance with the standard terms and conditions of use applicable to the Equipment, the instruction manual and any applicable specification documentation published by the manufacturer and/or the Provider from time to time. The User further warrants that it will not alter or modify the Equipment in any way whatsoever without the prior written consent of the Provider.

## GOVERNING LAW

The IoTrack Portal is controlled, operated and administered by the Provider within the Republic of South Africa. Access to the IoTrack Portal from territories or countries where the use of the Services provided through IoTrack Portal is illegal, is prohibited.

The User may not use the IoTrack Portal in violation of South African export laws and regulations. If the User accesses this IoTrack Portal from locations outside of South Africa, that User is responsible for compliance with all local laws. These Terms and Conditions shall be governed by the laws of the Republic of South Africa, and the User consents to the jurisdiction of any High Court with jurisdiction for purposes of resolving any dispute in connection with the use of this IoTrack Portal. If any of the provisions of these Terms and Conditions are found by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be enforced to the maximum extent permissible so as to give effect to the intent of these Terms and Conditions, and the remainder of these Terms and Conditions shall continue in full force and effect. These Terms and Conditions constitute the entire agreement between the Providers and the User with regard to the use of the Services, information, content, tools and, or materials made available to the User through the IoTrack Portal.

#### **USE OF THE IOTRACK PORTAL AND THE SERVICES**

The User may not use, reproduce, adapt, distribute, publish or in any other way deal or interfere with the IoTrack Portal's contents without the Provider's prior written consent.

The User may not establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to the IoTrack Portal without the prior written consent of the Provider.

The Provider reserves the right to make any changes or modification, as well as discontinue any aspect of the IoTrack Portal, its content, the Services and/or Equipment offered by or through the IoTrack Portal at any time and without prior notice to the User. No such change, suspension, modification or discontinuance shall entitle the User to any refund or compensation or give rise to any liability whatsoever.

The User agrees that it will only use the IoTrack Portal in accordance with these Terms and Conditions, including any terms and conditions incorporated herein by reference.

The display of content via the IoTrack Portal may differ depending on the Device the User is using to use the IoTrack Portal or access the Services.

Any and all content published on the IoTrack Portal reflects the views of the author and does not necessarily constitute the official opinion of the Provider unless stated otherwise.

The User may not post content on the IoTrack Portal that is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language.

The Services will be provided within the Republic of South Africa and the Provider is not obliged to render nor can it warrant the continued delivery of the Services outside the borders of the Republic of South Africa, unless otherwise agreed between the Parties.

The User accepts that the Services cannot be provided by the Provider or used by the User unless the Equipment is properly functioning and either the GSM or Sigfox Network (as the case may be) is available in the area in which the Equipment is located and being used.

The User must ensure that the Equipment is working properly at all times by testing the Equipment against the SMS, Application or Web based interfaces or IoTrack Portal provided by the Provider prior to the use of the Equipment for the intended purpose.

Where the Equipment or IoTrack Portal is not functioning properly and the User failed to test the Equipment or has not made an attempt to have the Equipment repaired or replaced by the Provider, then the Provider shall be relieved of its obligation to provide the Services.

If the User chooses or is provided with identification codes, usernames, passwords or any similar form of identification information as part of the IoTrack Portal's security systems, such User must keep this information secret and confidential and not allow anyone else to use it. The User shall be responsible for all access to the IoTrack Portal with the User's username and password. When the User's username and password has been used in order to gain access to the IoTrack Portal, the Provider shall be entitled to assume that such use and all related communications emanate from the User. The Provider shall not be liable for any loss or damage arising from unauthorised use of the User's, or its Data Subjects Personal Information. The User shall be obliged to immediately, after becoming aware of any other person's unauthorised access to the User's account or profile,

log out of the IoTrack Portal to prevent anyone else from using the IoTrack Portal or gaining unauthorised access to the User's account or profile.

In the event that the User becomes aware of a breach of the confidentiality of the User's, or its Data Subjects Personal Information or the interference with the lawful processing of said User's or its Data Subjects Personal Information, the User must immediately communicate this to the Provider in writing. The compromised User's account, profile, access and use of the IoTrack Portal will be deactivated as soon as reasonably possible and a new username and password will be issued to the User. The Provider may, at its sole and absolute discretion and for any reason, require the User to change the User's user identity and password at any time.

Standard data charges will be levied by the relevant data service provider when the User accesses the IoTrack Portal or downloads the IoTrack Portal to its Device.

The Provider reserve the right to occasionally restrict the User's access and/or use of the IoTrack Portal and/or Services to carry out repairs, maintenance or to introduce new functionality and/or Services. The Provider do however endeavor to keep any disruption in the use of the IoTrack Portal to a minimum.

The User agrees not to:

- use the IoTrack Portal, the Services and/or Equipment to process Personal Information of third parties (including the User's Data Subjects) without their consent;
- violate the privacy of any person in order to, or attempt to, gain unauthorised access to the Services and/or Equipment through the IoTrack Portal, including, but without limitation through hacking, password mining or any other means;
- use the IoTrack Portal to engage in any illegal or unlawful activity; and
- employ automated electronic or mechanical processes designed to negatively affect the performance of the IoTrack Portal, and the Provider's provision of the Services and/or Equipment associated with the IoTrack Portal.

Should the User engage in any of the aforementioned activities, or breach any of the provisions of these Terms and Conditions, the Providers shall be entitled, without prejudice to any other rights they may have and without prior notice to the User:

- suspend the User's access to and use of the IoTrack Portal, the Services and/or Equipment; and/or
- terminate this Agreement and recover all costs incurred by the Provider, including, but without limitation, legal costs on an attorney and own client basis.

#### **COPYRIGHT**

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During the course of any visit to the Website or IoTrack Portal, the pages the User sees, along with a cookie, are downloaded to the User's device. Any information that is supplied by cookies can help the Provider to provide the User with a better service and assists the Provider in analysing the profile(s) of Users.

Most web browsers automatically accept cookies, but normally you can alter your browser settings to prevent automatic acceptance, if you prefer. If you opt not to receive the Provider's cookies, the

Provider cannot guarantee that your experience in respect of the Website and/or IoTrack Portal will be as quick or responsive as what it would be if the User receives cookies.

The Provider does not store passwords or any other information about a User in a cookie that could identify them, their location, their preferences or their financial activity.

Details of the types of cookies used by the Provider is contained in the Provider's Privacy Policy sourced on Greystone technologies website.

Most browsers allow you to manage how cookies are set and used as you browse, as well as to clear cookies and browsing data. Depending on the browser you use, you may be equipped with settings that allow you to manage cookies on a site-by-site basis.

For further information about how to manage cookies, please refer to your browser's help desk, or see [www.allaboutcookies.org](http://www.allaboutcookies.org) , which is an excellent resource which shows you how to clear, prevent, delete or even enable cookies at your own discretion and for various different circumstances.

#### HOW THE PROVIDER CAN BE REACHED

In compliance with section 43 of the Electronic Communications and Transactions Act, 2002, the Provider draws your attention to the following information relating to it:

- Full name and legal status –

**Greystone Technologies (Pty) Ltd**

- Physical address and telephone number-

Email:  
[Compliance@greystonetec.co.za](mailto:Compliance@greystonetec.co.za)

Tel:  
+27 010 593 0848

Physical Address:  
Midridge Office Estate South – Block C International Business Gateway, Pioneer Avenue,  
Midrand South Africa, 1685

- The registration number, the names of its office bearers and its place of registration –

(Registration Number: 2009/013770/07)

Mr. Tobie de Klerk

South Africa



- The physical address where the Provider will receive legal service of documents –  
Midridge Office Estate South – Block C International Business Gateway, Pioneer Avenue,  
Midrand South Africa, 1685