

Terms and Conditions

Please read these terms and conditions before using the website and services. The terms and conditions set out the basis on which you are allowed to use this website, acquire our products or subscribe to and use our services, and constitute the terms of our agreement with you which will arise if you continue to use this website, order any of our products or subscribe to our services. Inasmuch as any clause of this agreement, terms and conditions and all addendums thereto may be construed as to be in contravention of the Consumer Protection Act or any other relevant legislation, the particular clause shall be regarded as to be amended to the effect that it meets with the requirements of the relevant legislation. If you have any questions about the Terms and Conditions or don't accept them, please contact our customer services department at support@lok8u-sa.co.za or on +27 21 913 8773 before using this website.

Who we are

These Terms and Conditions relate to our website at www.lok8u.com/freedom/portal. This website is owned and operated by Lok8u SA (Pty) Ltd. You can contact us by email at support@lok8u-sa.co.za or by telephone at +27 21 913 8773

Terms and Conditions for using Lok8u website, Devices and Services

Your use of this website, or the purchase of our products or subscription to our service, constitutes acceptance of these Terms which govern your relationship and any transaction with Lok8u. If you do not agree to these Terms, please do not use this website, order any of our products or subscribe to our services. We cannot guarantee that the format, content or layout of our website, product or services will stay the same.

Usage of this website is granted for personal use. You need to subscribe to use the services provided on this website. When you subscribe, you must provide us with your correct information in the required fields. You will be asked for a username and password, which are private to you. You must ensure these log-in details are kept confidential and secure. You will be responsible for any access to the website by anyone using your log-in details. By using this website, you expressly agree that you will not use this website for any purpose that is unlawful or prohibited by these Terms. You agree to abide by all applicable local, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your user name, including but not limited to the content of any communications that are made using services provided through this website.

Any information as may be provided to Lok8u by you, whether on this website or otherwise, may be used and disclosed by Lok8u, its subsidiaries, holding Company and agents, in its absolute discretion, without your further consent, but subject always to applicable legislation that may regulate such publication from time to time. It is not Lok8u's current policy to disclose such information, but its right to do so is hereby reserved. You should not provide information to us via this website or otherwise that you do not wish so disclosed or used, and should you provide any information we may deem the provision of such information as carrying your consent to such usage and disclosure.

Lok8u reserves the right to review your usage and when in conflict with these terms of usage, we may restrict or prohibit your access to the website at any time. We reserves the right to retain and disclose any information provided by you or related to you or your usage of our, or any related, website that is necessary to satisfy any applicable law, regulation, legal process, or legitimate governmental request.

This website and its contents are protected by intellectual property rights, and either belongs to Lok8u or its holding company, its subsidiaries or its agent's, or is licensed to Lok8u to use and license. Nothing contained in these Terms shall be construed to provide you or anyone else with any license or right under any copyright, trademark or any other intellectual property right protecting the technology or software which supports the website, products and services of Lok8u. You may not copy or sublicense or use them for a purpose without our consent in writing.

You may print or download content from this website for your own personal use or copy the content to other individuals for their personal information provided that: no content is modified in any way; no graphics are used separately from accompanying text; our copyright and trade mark notices appear in all copies and you acknowledge this website as the source of the material; that the person to whom you providing these materials are made aware of these restrictions and that such information is in no way used for commercial purposes.

Limitation of Liability to you

EVERYTHING CONTAINED IN AND ABOUT THIS WEBSITE IS MADE AVAILABLE TO YOU "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES.

We shall not be liable for any deficiency in performance or capability of the product, caused in whole or in part by any act or omission of any one or more of our manufacturers or service providers, a computer virus, equipment or facility failure, associated equipment or facility failure, cellular network failures, cellular network delays or shortcomings, lack of coverage or network capacity, GPS network failure, GPS limitations, equipment or facility upgrade or modification, acts of God, strikes, fire, terrorism, war, riot, emergency, government actions, equipment or facility shortage or relocation, or causes beyond our reasonable control, including without limitation the failure of one or multiple location request(s).

We are unable to guarantee, and therefore does not guarantee, that this website, or any external website linked to this website, any information displayed on such websites, or the services or the products advertised on or sold via such website, are:

- Compatible with all or any hardware and software which you may use;
- Available all the time, at any specific time, delivered within a specific timeframe, WE RESERVING OUR RIGHT TO TERMINATE THE AGREEMENT BY NOTICE TO YOU AT ANY TIME SHOULD WE BE UNABLE TO PROVIDE YOU WITH THE PRODUCT SUBSEQUENT TO ORDER, WHATEVER OUR REASONS MAY BE.
- Accurate and up to date.
- FIT FOR A PARTICULAR PURPOSE OR USE, OR DOES NOT INFRINGEMENT ANY EXISTING PATENTS OR, DESIGNS, WHETHER ACQUIRED, USED OR APPLIED IN THE MANNER PRESCRIBED OR APPROVED BY US OR OUR AGENTS OR THE MANUFACTURES, OR OTHERWISE.

The information on this website is provided for general information and interest purposes only, and you should not rely on it. We recommend that you take further advice or seek further guidance before taking any action based on the information contained on this website. We shall seek to ensure, to the best of our ability that the information displayed on our website is correct and true, updated regularly and not intended to intentionally.

We are only liable to you for losses which you suffer as a direct result of our breach of these terms and conditions, as limited below.

We are not responsible to you for any patrimonial or other losses that you may incur, including but not limited to lost data, lost profits or business interruption or any indirect, incidental, special or consequential damages, whether directly or indirectly as a result of any failure or refusal or delay for which we, our agents, service providers, subsidiaries or holding company may be responsible, unless caused in an intentional manner.

You assume all risk, liability and damage resulting from the use of this website, and the products advertised thereon, whether on its own or in combination with other websites or other products.

You may have other rights granted by law, and these Terms and Conditions do not affect these except if the two are inconsistent. If this is the case then these Terms and Conditions will override any other rights which you may have, unless this is not permitted by law. These Terms and Conditions, and the acquisition

and use of our products are governed only by the law of the Republic of South Africa, and any disputes shall be resolved exclusively in the Courts of South Africa.

We are not liable towards you in the event of a claim brought against you or another person, of whatever nature, and arising from the infringement of any third party's rights to privacy as a result of the use of our website, website portals, any service provided by us to you, whether via our website or otherwise, or any of our products.

Linking

We may link up to other websites, advertise such websites in any manner and display direct URL links to such websites on our website, through which you may gain access to such websites. When we do this, we will take such steps as we may deem reasonably necessary to make it as clear as is reasonably possible that you are leaving our website and acquiring the URL of such other website linked to ours. In addition to what is stated above with regards to the limitation of our liability towards you, we are not, in any way whatsoever, liable or responsible for the content displayed on a linked website, do not endorse them or the products advertised thereon, or the information displayed thereon, whether similar or claimed to be compatible to our products or not, nor do we necessarily subscribe to them. You should check applicable terms and conditions and privacy policy when you visit them, and adhere to such terms and conditions.

If you contract with a third party who may be identified on our website, you should ensure that you are satisfied with and in agreement with the terms of such contract and obtain legal advice if necessary, and you should not rely, in any way, on such company's association with ours, whether through the general media or our referral, or such company's association through our website.

You may not link to this website from another website without our consent in writing, if you:

- Link only to the homepage of the website at www.lok8u-sa.co.za ;
- Don't create frames or any other border around the website;
- comply with all relevant laws and regulations on the website or platform you are linking from;
- and don't imply that we endorse or are associated with your (or any other) website, product or service.

Our Contract with you

These Terms and Conditions intend to regulate and control our agreement with you regarding your access to and usage of this website and any products or services which you may purchase from us, and constitute a legal contract between you and Lok8u upon your acceptance hereof through any of the means described herein. You can not assign or transfer any of the obligations or rights which you may acquire in terms of such contract with Lok8u to another party without the written consent of Lok8u.

Please note that in terms of the Regulation of Interception of Communications Act (RICA) we must obtain and retain on record before may conclude our agreement with you and process your subscription or order for a SIM card or a product including a SIM card:

If you are a natural person:

1. A signed copy of the Terms and Conditions;
2. A certified copy of your valid South African Identity Document and proof of your Residential Address;
3. Verify the photo, full names and identity number, whichever is applicable, you and your identification document; or
4. Any other information, at the time of sale or subscription or thereafter, which we deem necessary for purposes of complying with RICA.

If you are a juristic person, such as a Company or Close Corporation:

1. Full name and registration number, residential and postal address, whichever is applicable;
2. The business name and address and, if registered as such in terms of any law, the registration number of that juristic person;

3. A certified photocopy of the identification document of the person representing the juristic person on which his or her photo, full names and identity number, whichever is applicable, appear; and
4. A certified photocopy of the business letterhead of, or other similar document relating to, that juristic person;
5. May obtain from you any information, at the time of sale or subscription or thereafter, which we deem necessary for purposes of complying with RICA.

The agreement arising hereunder shall be subject to the following conditions:

1. Receipt off full payment of the purchase price and/or the initial monthly subscription installment.
2. Receipt of satisfactory documentation in compliance with the RICA obligations.
3. Receipt of or compliance with any other requirements or conditions as may be referred to in the service plan which you may subscribe to.
4. Receipt of a signed copy of any other terms and conditions relating to the sale of our products and subscription to our services that we may proscribe on our website.

We may terminate this agreement without further notice to you in the event that you fail to comply with the aforementioned conditions within 7(seven) days from the date on which you purchased a product or subscribed to any service, rendering this agreement void and of no further force or effect.

We may also terminate this agreement without further notice if you provide us with false information of any kind, including but not limited to your age and/or authority to act on behalf of a juristic person.

We may during the existence of the agreement also request you to furnish us with updated or further information or documentation, whether in original form or otherwise, in compliance with RICA or other legislation that may apply to our relationship with you, and suspend and/or terminate this agreement should you reasonably fail to provide such information or documentation within 30 (thirty) days from dispatch of our written request for same.

Any product purchased or service subscribed to, including a SIM card which we, our service providers or authorised agents may provide, shall only be dispatched or provided to you, or activated, as the case may be, once all conditions to which this agreement may be subject to have been fully complied with.

We advise you to print and retain a copy of these Terms and Conditions for your information in the future. You can download a PDF version of these terms and conditions at www.lok8u-sa.co.za, alternatively you may request a hard copy form us in writing. Our contract and all communications between us will be in English.

We draw your attention to the provisions of Section 54 and 56 of RICA which places certain obligation on you as the receiver of a SIM card and which carries certain penalties for non-compliance.

Purchasing from us

To purchase our products or subscribe to any of our services, you must be over 18 and resident in the Republic of South Africa. You will be ask you to confirm that the details that you have provided and the services that you have requested are true and correct before you proceed to the payment section of the website. If such information is false or incorrect, you may return to your registration and correct the mistakes before confirming and proceeding to payment. It is your absolute responsibility to ensure that your registration is correct before submitting it to us. If you have any problems with your order, or are unsure as to our requirements or terms of use and sale, please email us: support@lok8u-sa.co.za or telephone us at +27 21 913 8773.

When purchasing a product, or subscribing to a service plan during the purchasing and registration process offered via our website, you thereby agree to the terms and conditions set out in this document and an enforceable agreement will arise between yourself and Lok8u subject only to the suspensive conditions set out in these terms

Paying for the Products or Services

The price on our website includes Value Added Tax (VAT) as levied by the South African government from time to time, which you may have to pay in respect of such product or service. Products will only be dispatched once full payment of the purchase price has been received by us, and ownership in such product is reserved until receipt of the full purchase price.

You must pay the first monthly installment for the services in advance when you register for such services on our website. Thereafter all monthly subscriptions by means of a bank debit order in the prescribed form as directed by us on our website. If you have any problems with your order, or are unsure as to our requirements or terms of use, please email us: support@lok8u-sa.co.za or telephone us at +27 21 913 8773.

All payments for products, and the first monthly subscription fee for any service you subscribe to, may be effected by Credit Card. If you pay by way of an EFT, proof of payment must be faxed to us at 086 218 4920 or e-mailed to registration@lok8u-sa.co.za. Thereafter all monthly service subscriptions must be paid by bank debit order in the prescribed form directed by us. If we are unable to accept your registration for any reason then we will either not debit your Credit or Debit Card account or refund any money we have already debited in respect of that order.

If any monthly subscription fees are not paid in full, for whatever reason, including but not limited to the refusal of the monthly bank debit order payment request, Lok8u may terminate all services without any further notice to you, until the outstanding amount has been paid in full.

The SIM Card provided with the product is a Global SIM card from a Global GSM Service Provider. International SMS rates and charges will apply when sending a SMS from your mobile telephone to the product, in accordance with your local mobile service provider. You may also incur data download fees by accessing the services on your mobile telephone.

No additional roaming fees will apply when using the product outside the South African borders. However, different international SMS rates and charges may apply when sending a SMS to the product or accessing the services from your mobile telephone, when outside the South African borders, in accordance with your local or roaming GSM service provider. It will be your responsibility to check and verify all the above mentioned fees related to the usage of your mobile telephone with your local GSM service provider.

No Invoices and Statements will be emailed or posted for Services and Subscription fees on a month to month basis. If you require a Monthly Invoice / Statement please put your request in writing to support@lok8u-sa.co.za or fax to 086 218 4920.

Duration of Agreement

This Agreement will commence when you purchase a product and/or subscribe to a service which we offer on our website, subject to any conditions stipulated elsewhere in this document.

The agreement shall continue for the period of 12 (twelve) months or as specified in the service plan, whichever period is the longest.

Upon expiry of the initial 12 month period the agreement shall automatically continue until terminated by either party or not less than 1 (one) calendar months written notice.

Cancellation

As a purchaser of our products or subscriber to our services, you may be entitled to protection offered by various current statutes, including the National Credit Act (if applicable) or protections as a consumer under the Consumer Protection Act 68 of 2008. If you use our website or contract with us, you may have the right to terminate your agreement with us under certain circumstances, as per the Consumer Protection Act. To exercise this right, you must inform us in writing of your election to avail yourself of such right. We may also amend our agreement with you if we are required to do so in order to comply with the new Consumer Protection Act, or any other new Act or Regulations to an existing Act, and in

terms whereof we are obliged to amend any term of our agreement with you in order to comply with such new legislation or regulations, provided that we give you written notice of such amendment. If you have any questions about your cancellation or other rights, please email us: support@lok8u-sa.co.za or telephone us at +27 21 913 8773.

As a purchaser of our products or subscriber to our services, you as the consumer, may rescind or cancel a transaction and any related credit agreement for the supply of goods within 7 (seven) days after the date of the receipt of the products or goods.

You will be held liable for all direct costs of returning of the products or goods, where applicable and including, but not specifically limited to, mail and postage costs and charges, packaging and repackaging of the goods or products and shall the said charges or direct costs be subtracted from any amount refunded to you, prior to the refund.

Should the products or goods be received in a sound working condition within a period of 15 (fifteen) days from date of cancellation, Lok8u shall, subject to the reservation of their rights and subject to subtraction of any direct costs, reimburse you within 30 (thirty) days from date of cancellation.

Lok8u reserves its rights to refuse refund of payment in the instance that any of the returned products or goods had been damaged or are not returned in a sound working condition, subject to the terms and conditions below.

If the products or goods, are not returned in a sound and working condition, Lok8u will be entitled to obtain, within 30 (thirty) days, a reparation quotation for the damaged products or goods, which will be submitted to you. You will have 7 (seven) days from date of receipt of the reparation quotation to indicate in writing whether the quotation is accepted, failing which Lok8u shall be entitled to refund you after the amount as indicated in the reparation quotation, had been subtracted from the refund amount.

Should you not accept the reparation quotation, Lok8u shall have the right to refund you the amount minus the amount of the reparation quotation and in such instance shall be obliged to hold the reparation amount for a period of 60 (sixty) days for you to instigate action against Lok8u, failing which Lok8u shall be entitled to apply the amount for reparation to the products or goods.

Except where provided elsewhere herein for the termination of this agreement on different terms, if you breach the terms of this agreement, we may give you 7 (seven) days notice from date of transmission of our notice, to remedy your breach of any one or more of the terms herein contained, failing which we may cancel our agreement with you without further notice and delay and collect from you any outstanding purchase price, subscription charges due in terms of this agreement or damages which we may suffer as a result of your breach of the agreement, and restrict you from further using our website or ordering any of our products or subscribing to our services.

Once the 1 (one) calendar months written cancellation notice, or any other cancellation notice is received to terminate this agreement, all services will be terminated and cancelled, including services with the Global GSM Service Provider. It will not be possible to reinstate this agreement or reactivate any of the services, including services with the Global GSM Service Provider, again. Part of the cancellation process is to cancel the GSM SIM card used with the device. Once the SIM card is cancelled with the Global GSM service provider, it cannot be reactivate again.

Limitations and Reservations on the Products and Services

Our products and/or services may not be available in all parts of South Africa, or internationally, depending on location and other external factors, and may be restricted in certain areas where access to the services is not possible or impaired due to current network coverage or temporal congestion. Not all mobile phones will be able to receive the service.

These terms and conditions only cover your use of our website and the services you receive directly from us. The services we provide are also subject to:

- (i) the capabilities of you mobile phone and the coverage of your mobile phone network; and

- (ii) the capabilities and coverage of the network upon which the services are being operated, whether by us or you. We are not responsible in any way for restrictions or impairments to the services due to problems, issues, faults, failures or any kind of service interruptions whatsoever related to your mobile phone and/or your mobile phone network. Please review your terms and conditions with your mobile phone and/or mobile network operator if you would like more information on the terms governing your use of your mobile phone and/or your mobile network and the restrictions that apply to these products and services.

Further, although we use all reasonable skill and care, we may exercise our discretion to refuse to provide any part of the service to you.

The services are not fault free and may be impaired by geographic, atmospheric or other conditions or circumstances that are beyond our control (such as line-of-sight restrictions) for which we are not responsible in anyway whatsoever, but you will be entitled to receive the quality of service generally provided by a competent service provider in our industry exercising reasonable skill and care.

Any faulty products purchased from our authorised reseller must be returned directly to Lok8u SA (Pty) Ltd rather than to our authorised reseller. All faulty products must be returned within 7 (seven) days from date of purchase, failing which faulty products shall not be received and be deemed to be in full working order.

You may only use the products purchased from us in strict complying with the manufacturer's instructions and guarantee or warrantee requirements, failing which we shall not be liable towards you for any loss or damages resulting from any malfunction or injury following the use of the product, nor shall we be liable to replace or repair the product.

Customer Services

If you have any questions about the services or our terms of contract, or need assistance with the services or to access our terms of agreement, please consult the portal FAQ's on our website, mentioned above, or email our customer services department at support@lok8u-sa.co.za or telephone us at +27 21 913 8773.

Our services are available during weekdays - Mondays to Friday between 9:00 and 16:30.

Trademarks

The trademarks, logos, and service marks (collectively the "Trademarks"), as well as any proprietary interest in any of the products displayed or marketed on our website or any other marketing material displayed under our name or of that of our holding company, subsidiaries or known agents, as displayed on the Lok8u web site, are registered and/or unregistered trademarks of Lok8u and others. Your unlawful use of said Trademarks is strictly prohibited. Nothing contained on this website should be construed as granting any license or right to use any Trademark or product, as displayed on the Web site, without the written permission of Lok8u or such third party as may own the Trademark.

Complete agreement

Any amendment to this agreement, or the cancellation thereof, as agreed to by the parties thereto, shall be of no force or effect unless reduced to writing and signed by both parties.

Where applicable this agreement may by reference include terms and conditions that are published on our website, or appear in relation to any product and/or service. It shall not be interpreted to exclude any other terms and conditions which may apply to the sale of our products and the provision of services, and to which you may have or will in future agree to in writing.

No extension of time or indulgence granted by either party to the other shall be deemed in any way to affect, prejudice or derogate from the rights of such party in any respect of this agreement, nor shall it in any way be regarded as a waiver of any rights hereunder, or a novation of this agreement.

Disputes and Notices

If you have any complaint about this website or any of the goods or services we provide, you should contact our customer services department at support@lok8u-sa.co.za and we will try and resolve it as soon as possible. However, if we have a dispute regarding your use of the website or these terms and conditions, the courts will use South African law to determine that dispute. If you wish to take legal action against us, as we are a South African company you should do so in the South African courts only.

We may service any notice or legal process on you at the address as may provided by you to us via our website of any document at any time, including but not limited to an email address or facsimile number/ You may change any address, email address or facsimile number by written notice to us of not less than 7 (seven) working days.

Juristic user

Should you, as user of our website, or purchaser of our products or subscriber to our services, be a Company, Close Corporation, Trust or Association, the representative of such user shall be personally liable for all the obligations of the user or purchaser as per this agreement, as though he or she contracted in his or her personal capacity;

By signing this agreement you agree to all our Terms and Conditions as stipulated on our website.

Please make sure that you read and agree to all these terms.

Return and Refund Policy

Privacy Policy

Terms of Use

Customer Full Name and Surname: _____

ID Number: _____

Address: _____

Email address: _____

APPROVED SIGNATURE

DATE

YOU MUST FAX OR EMAIL (A) PROOF OF PAYMENT OF ANY PURCHASE PRICE OR INITIAL SUBSCRIPTION INSTALLMENT (B) RICA REQUIREMENTS AND/OR (C) OTHER INFORMATION OR DOCUMENTS REQUESTED BY US, TO:

FAX: 086 218 4920 OR EMAIL registration@lok8u-sa.co.za

Lok8u SA (PTY) Ltd is a registered company in South Africa (Registration no: No 2009/018371/07) and the registered office address is **Lok8u SA (PTY) Ltd**, PO Box 4459, Tygervalley, 7536, Contact no: +27(0)21 913 8773. Correspondence can be sent to this address marked for the attention of the Company Secretary.

Debit Order Mandate:

I/we hereby authorise Lok8u SA (Pty) Ltd to debit my/our account with the banking details as provide on the Registration Portal (or any other bank or branch that I/we may change to) the sum of R_____ or any variable amount pertaining to this agreement, on the 1st (first working day) of each month.

This sum being the amount for settlement of the monthly due by you in respect of purchases/contract/agreement dates ____/____/____ (dd/mm/yyyy).

I/we hereby authorize your agent, MyGate Communications (Pty) Ltd, to debit my/our account on your behalf.

I/we hereby agree that the party hereby authorised to debit my bank account may not cede or assign any of its rights and that I/we may not cede any of our obligations in terms of this debit order instruction to any third party without prior written consent of the authorised party.

Bank Details:

Bank: _____

Account Name: _____

Account Number: _____

Branch Name: _____

Branch Number: _____

Product Serial Number: _____

Name_____

Date_____

Signature_____