



SERVICE AGREEMENT

Standard Terms & Conditions of Contract

Page | 1

1. PARTIES

The parties to this agreement are: SYNARGE CORPORATION LIMITED (here in after called a “service provider”) and the subscriber whose details appear on the Application Form and who is bound by the terms of this agreement by his/her signature on the Application Form.

2. DEFINITIONS

“Application Form”: The flip side of this which contains the details of the subscriber and the transaction schedule detailing all the vehicles covered by this agreement;

“Cartrack Unit”: The electronic device and related equipment designed to communicate messages from the subscriber’s vehicle to the Synarge Corporation control room;

“Subscription”: The fee payable monthly or annually in advance to Synarge Corporation for the rendering of the car tracking service;

“Positioning Messages”: Each message generated by the subscriber either by an observation request or by a subscriber requesting positions via the internet;

3. THE CARTRACK SERVICE

3.1.As consideration for the subscriber paying the monthly subscription fee in advance, Synarge Corporation undertakes to respond to each stolen or hijacked vehicle of the subscriber that has an operational Car track unit installed, and to attempt the recovery by providing live location of a vehicle or the last location.

3.2. This service shall be rendered free of the additional charges in United republic of Tanzania.

3.3.In the event that messages are received from stolen vehicles in any other country, Synarge Corporation will submit a written quotation to the subscriber for the recovery of such vehicles. These vehicles will be recovered upon receipt of a written order from the client.



3.4. Due to the number of variables involved Synarge Corporation is unable to guarantee that the service will lead to the recovery of stolen vehicles. Synarge Corporation however undertakes to replace the lost Car track unit of the unrecovered vehicle.

3.5. Additionally, Synarge Corporation offers a “Fleet Management” service to subscribers whereby vehicles are monitored on behalf of the subscriber or by the subscriber using an Internet connection to the Synarge Corporation control room.

3.6. The cartrack unit is tested twice a month by the Synarge Corporation control room, free of charge to the customer.

4. TERM

This agreement continues for a period of 12 months after the signing thereof and thereafter indefinitely until either party terminates by giving the other party three months’ written notice.

N:B; This agreement apply to those who rent cartrack unit and pay monthly fees and not apply to those who buy the cartrack unit and didn’t pay a monthly fee.

5. HARDWARE WARRANTY

The Car track unit and the installation thereof shall carry a 12-months warranty, fair wear and tear excepted. Any maintenance and/or repairs shall be carried out at one of Synarge Corporation approved installation centres. The hardware remains the property of Synarge Corporation.

6. FEES AND CHARGES:

6.1. As consideration for Synarge Corporation undertaking to provide the Car-track service, the subscriber shall pay Synarge Corporation the Subscription fee upon conclusion of this agreement.

6.2. Synarge Corporation may from time to time increase the monthly Subscription fee upon at least 1 (one) month’s prior written notice to the subscriber.



6.3. Positioning Messages generated pursuant to the Fleet Management services will be paid for by the subscriber monthly in arrears or as specified by the debit order authorization contained in the Application Form.

7. SUBSCRIBER'S GENERAL OBLIGATIONS

The subscriber must ensure that:

- 7.1. His contract details as per the Application Form remains up to date by notifying Synarge Corporation in writing of any change.
- 7.2. He keeps the Synarge Corporation emergency number handy and contacts the Synarge Corporation control room as soon as possible after a theft or hijack event.
- 7.3. His vehicle is taken to an approved installation centre should he become aware or is made aware by Synarge Corporation that the unit in his vehicle is suspect. Failure to do so will lead to the suspension of the Car track service.
- 7.4. He keeps false alarms to a minimum. Synarge Corporation reserves the right to only respond once positive confirmation of an event can be obtained in a scenario where an unreasonable amount of false alarms has been received. Synarge Corporation's judgments as to what constitutes an unreasonable amount would be binding.
- 7.5. He remains contactable in the event that he tests the system to avoid the unnecessary dispatching of response teams.

8. EXCLUSION OF LIABILITY

- 8.1. Synarge Corporation and its agents, employees and independent subcontractors will not be liable for any loss or damage of whatsoever nature caused to the subscriber in consequence of any act or omission, or any failure to perform the Car track service pursuant to this agreement notwithstanding negligence on their part.

9. BREACH

- 9.1. If the subscriber fails to pay any amount under this Agreement on the due date Synarge Corporation may suspend its obligation to render the Car track service without notice to the subscriber. All amounts payable for the remaining term of the agreement will become payable immediately.



10. GENERAL

- 10.1.1. If Synarge Corporation is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement by reason of force majeure, (being a cause beyond the control of Synarge Corporation) Synarge Corporation shall be relieved of its obligations here-under during the period that such an event continues but only to the extent so prevented and shall not preclude the subscriber from terminating this agreement in accordance with the provisions hereof.
- 10.1.2. This agreement sets out the entire agreement and understanding between the parties and supersedes all prior agreement written or oral, in connection with the subject matter hereof.
- 10.1.3. No addition to, variation or consensual cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties.
- 10.1.4. No indulgence which any of the parties (“the grantor”) may grant to any other or others of them (“the grantee(s)”) shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from, exercising any rights against the grantee(s) which might have arisen in the past or which might arise in the future.
- 10.1.5. Words referring to the singular shall include the plural and vice versa and words referring to one gender shall include the other gender; any reference to an actual person shall include a body corporate, firm or association and vice versa.