

SECTION D – NEXT OF KIN AND LOCATOR DETAILS

1. Name & Surname:

Contact no (cell):

Address:

2. Name & Surname:

Contact no (cell):

Address:

3. Name & Surname:

Contact no (cell):

Address:

4. Name & Surname:

Contact no (cell):

Address:

5. Name & Surname:

Contact no (cell):

Address:

I acknowledge that I have permission to have the following handsets located.

I know and understand that it is unlawful to trace any handset without the consent of the handset or sim owner.

SECTION E – DEVICE 1 DETAILS

Cell no: Make:

Model: EIMEI:

SIM no:

Other details:

SECTION E – DEVICE 2 DETAILS

Cell no: Make:

Model: EIMEI:

SIM no:

Other details:

SECTION E – DEVICE 3 DETAILS

Cell no: Make:

Model: EIMEI:

SIM no:

Other details:

SECTION E – DEVICE 4 DETAILS

Cell no: Make:

Model: EIMEI:

SIM no:

Other details:

SECTION E – DEVICE 5 DETAILS

Cell no: Make:

Model: EIMEI:

SIM no:

Other details:

I agree that EyesOn may locate my handset at the request of any of the nominees in section D or in case of emergency at the discretion of management of EyesOn.

I know and understand that this service allow my handset to be located at any given time.

I agree that my privacy may be intruded upon if so required for the purposes of locating the handset or myself.

I confirm that all the details supplied are true to the best of my knowledge.

Signed at

on the of..... 2007.

Signature of Subscriber

Print name of Subscriber

SECTION F - Privacy Policy

We are committed to safeguarding the privacy of our customers while providing the highest possible quality of service. We will only use information that we collect about you lawfully in accordance with the applicable South African laws and regulations.

If you have questions concerning your personal information or regarding our practices please contact our Client Services at 0861393766 / 0861 EYESON

Information Collected

We collect information from the details you supply to us through this website and from any written, e-mail or SMS information you may send to us. The information obtained in this way, which includes demographic data and browsing patterns, is only used in aggregate form, and as such cannot be used to identify you personally. Such aggregate information helps us to audit usage of our website and improve the service provided.

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect.

Use of Personal Information

We use the information that you personally provide to:

- process any requests you make.
- improve the information and support we provide.
- provide you with information about products and services we offer.
- conduct marketing research.

Other Websites

Our website may contain links to enable you to visit other web sites of interest easily. However, once you have used these links to leave our site you should note that we do not have any control over that other website. Therefore, we cannot be responsible for the protection and privacy of any information which you provide while visiting such sites and such sites are not governed by this privacy statement. You should exercise caution and look at the privacy statement applicable to the website in question.

SECTION -G

Terms and Conditions

1 Definitions

1.1 Unless the context otherwise requires, the following terms shall have the following meanings in these Conditions:

"Accuracy" means the accuracy with which a Locatable GSM Modem may be Located using the Service;

"Brand" means "EYESON Assets" or any brand or branding incorporating or which is a derivative of EYESON Assets;

"Cell" means a geographic area designated by a Network Operator that provides coverage to a Locatable GSM modem;

"Charges" means all set-up charges, annual licence fees, search fees and any other charges as may be advised from time to time;

"Commencement Date" means the date of commencement of supply of the Service by EYESON to the Purchaser;

"Conditions" means the standard terms and conditions of supply set out in this document and the Order attached;

"Consent" means the consent from the Owner to allow information relating to the Location of a Locatable GSM Modem to be sent to the Purchaser;

"Contract" means the contract for the supply of the Service comprising these Conditions and the attached Order;

"Credit" means the available funds against which Service usage is deducted.

"Data" means the personal data obtained by the Purchaser as a direct result of the provision of the Service by EYESON;

"Effective Date" means the date of signature of the Order by both parties;

"Inappropriate Use" means anything that violates the rights or dignity of a third party including but not limited to privacy, any intellectual property rights (including but not limited to trade mark or copyright), and any use that could reasonably be interpreted as defamatory, libellous, offensive, discriminatory or intimidating;

"Locate" means the process of locating a Locatable GSM Modem by means of the Service and all variations of the same shall be construed accordingly;

"Locatable GSM Modem" means a mobile telephone registered with EYESON to be Located by the Purchaser;

"Location Request" means a request submitted by the Purchaser to Locate a Locatable GSM Modem;

"Location Rights" means the right to locate a locatee which is conferred to a locator;

"Owner" means the owner of a Locatable GSM Modem who has consented to being Located by the Purchaser and/or any employee, officer or agent of the Purchaser;

"Network Operators" means the network operators, including without limitation Vodacom together with any other telecommunications network and third party supplier involved in providing access to the Service;

"Order" means the order attached to these Conditions, detailing the Service to be provided;

"Purchaser" means the company named on the Order accepted by EYESON and who wishes to Locate Locatable GSM Modems using the Service;

"Service" means the location based service known as "EYESON Assets" which will inform the Purchaser of the Location of a Locatable GSM Modem supplied by EYESON in accordance with these Conditions;

"Website" means the website www.EYESON.co.za owned and operated by EYESON in connection with the Service;

"IMP Act" means the Interception and Monitoring Prohibition Act (Act 127 of 1992) as amended;

"ECT Act" means the Electronic Communications and Transactions Act (Act 25 of 2002); and

"RICPCI Act" means the Regulation of Interception of Communications Act (Act 70 of 2002).

2 Basis of the Supply 2.1 In consideration of the payment by the Purchaser of the Charges EYESON agrees

to provide the Service subject to these Conditions and in accordance with the attached Order. These Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any order is made or purported to be made for the Service by the Purchaser. No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Purchaser and EYESON. EYESON's employees or agents are not authorised to make any representations concerning the Service unless confirmed by EYESON in Writing. In entering into the Contract the Purchaser acknowledges that it does not rely on any such representations which are not so confirmed.

2.2 Any advice or recommendation given by EYESON or its employees or agents to the Purchaser or its employees or agents as to the application or use of the Service which is not confirmed in Writing by EYESON is followed or acted upon entirely at the Purchaser's own risk, and accordingly EYESON shall not be liable for any such advice or recommendation which is not so confirmed. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by EYESON shall be subject to correction without any liability on the part of EYESON.

2.3 The Purchaser shall only use the Service to Locate GSM Modems owned by the Purchaser.

2.4 The Purchaser shall not make any representation or give any warranty other than those duly authorised by EYESON in Writing from time to time.

3 Service to be supplied By agreeing to subscribe to the Service the Purchaser agrees that the Network Operators may provide the Location of a Locatable GSM Modem to EYESON whenever EYESON receives a request from the Purchaser and that where the Owner has given Consent, EYESON may then provide that location to the Purchaser. The Purchaser acknowledges that EYESON may at any time, and at its own discretion, immediately cease to provide location information should EYESON ever have reason to believe that such location information is being abused, or is being applied for any illegal purpose.

4 Purchaser's obligations

4.1 The Purchaser agrees to comply with the terms of these Conditions at all times in relation to its use of the Service.

4.2 The Purchaser be a bone fide organisation and agrees that EYESON may use appropriate means as required to verify this.

4.3 In accordance with all and any data protection or related or analogous legislation as may be applicable from time to time, the Purchaser agrees and it is the Purchaser's sole responsibility to:

4.3.1 inform each potential Owner;

4.3.2 that the Owner's Locatable GSM Modem has been registered to receive the Service;

4.3.3 how the Data will be used, by whom and for what purpose;

4.3.4 the times of day the Owner will be Located;

4.3.5 that the Service is provided by EYESON and that the Data will be passed from EYESON to the Purchaser;

4.3.6 obtain the Consent of all potential Owners to being Located by way of the Service prior to the Commencement Date; and

4.3.7 ensure all users of the Service are over the age of 21, and Owners are over the age of 21.

4.4 The Purchaser is responsible for ensuring there is sufficient Credit on their account to enable the provision of the Service and the Purchaser acknowledges that EYESON may suspend the Service where there is insufficient Credit available.

4.5 The Purchaser shall not submit any Location requests in respect of any Owner unless and until that Owner has given the appropriate Consent.

4.6 The Purchaser acknowledges that Owners shall have the right to withdraw their Consent at any time and that EYESON shall be bound to comply with any such withdrawal of Consent with immediate effect.

4.7 The Purchaser acknowledges that Accuracy is determined by the density of the Cell used to determine Location and that this will vary by Cell. The Accuracy of the Service is determined by the Network Operators and EYESON cannot guarantee the Accuracy of the Service.

4.8 The Purchaser shall indemnify EYESON and the network operator against all loss, damages, costs and expenses including without limitation all reasonable legal expenses on a full indemnity basis awarded against or incurred by EYESON and the network operator directly or indirectly as a result of:

4.8.1 any Inappropriate Use by the Purchaser of the Service or any of its Owners;

4.8.1 any Inappropriate Use by the Purchaser of the Service or any of its Owners;

4.8.2 any claim by any Owner against EYESON arising as a result of the Purchaser's breach of clauses 4.2, 4.3, 4.4, 4.5 or 4.6 of this Contract; or

4.8.3 otherwise arising out of the Purchaser's conduct or the conduct of any Owner in using the Service in accordance with information provided by the Purchaser;

4.8.4 and the Purchaser shall give to EYESON all reasonable assistance for the purposes of any such proceedings or related negotiations.

4.9 The Service may not be cancelled by the Purchaser except with the agreement in Writing of EYESON and on terms that the Purchaser shall indemnify EYESON in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by EYESON as a result of cancellation.

5 Obligations of EYESON

5.1

EYESON will supply the Service in accordance with EYESON's current information published on the Website or in other literature published by EYESON relating to the Service from time to time, subject to these Conditions. 5.2 EYESON will use all reasonable endeavours to prevent Inappropriate Use of the Service. 5.3 EYESON will hold the Location data securely only for the minimum period necessary to operate the Service. 5.4 EYESON reserves the right to withhold the Location of a Locatable GSM Modem in response to a request from an Owner and shall not be held responsible for any impact this may have on the Service or any effect or impact of the same on the Purchaser or any body related to the Purchaser. 5.5 The specification of the Service shall be that set out in the Order. 5.6 EYESON reserves the right to make any changes in the specification and/or functionality of the Service which are required to conform with any applicable statutory requirements or which do not materially affect their quality or performance without notice to the Purchaser. 6 Data Protection 6.1 EYESON acknowledges its obligations under the IMP Act, the ECT Act and the RICPCI Act and related legislation and shall use its reasonable endeavours to ensure that the Service and/or any personal information held in relation to the Service are kept secure and all services provided comply with the regulations as set out by the aforesaid legislation. However, EYESON cannot accept any liability for those who intentionally attempt to and/or gain unauthorised access to a Locatable GSM Modem and use the Service and its information (save to the extent required by law) in a manner for which it was not intended. 6.2 Any personal information provided to EYESON for the purpose of using the Service will be used only for that purpose unless explicitly agreed otherwise with the Purchaser and in any event shall not be transferred outside the Republic of South Africa. 6.3 In the event that the Purchaser ceases to use and pay for the Service, all personal information held by EYESON about Owners in relation to the Purchaser's use of the Service will be retained for a maximum of 3 months after termination of the Service, after which it will be destroyed. 6.4 When providing Consent Owners will be asked by the Purchaser whether they agree to their information being used by EYESON or its associated companies, subsidiaries or successors and assigns for marketing purposes. The Purchaser shall inform EYESON accordingly. They may refuse permission for this use. If they agree to this use, they may opt out at any time by contacting EYESON, directly or indirectly through the Purchaser. 6.5 EYESON reserves the right to forward Owners' personal details to the police or other relevant third parties in order to comply with the law or in relation to any suspected Inappropriate Use of the Service. 7 Third Party Consents 7.1 Owners will be given the option to opt out of the Service at any time. 7.2 EYESON shall comply with all requests submitted by Owners to withdraw from the Service and shall notify the Purchaser of such withdrawal. 7.3 The Purchaser shall be solely responsible for separately obtaining Consent from each potential Owner for each Locatable GSM Modem and confirming and providing evidence of such Consent to EYESON. EYESON shall have no liability or responsibility in this respect and shall not be liable for any failure by the Purchaser to obtain such Consent or any claim whatsoever arising as a result of the Purchaser's failure to obtain such Consent. 7.4 Where EYESON Assets is used for asset-tracking, the Purchaser undertakes to ensure the following: 7.4.1 The locatable SIM cards are owned by the Purchaser; 7.4.2 The locatable SIM cards are installed in a device which cannot be construed as being permanently or semi-permanently attached to a human being; 7.4.3 That the predominant user of such device, if any, has been informed that such device may be located. 8 Charges 8.1 The Purchaser shall pay the Charges as laid out in the Order and all Charges are to be paid in advance, consisting of: 8.1.1 a charge for initial set-up of the Service for the Purchaser (the set-up charge); 8.1.2 monthly subscription fee for each GSM Modem; and 8.1.3 charges for each use of the Service by the Purchaser (service fees), including but not limited to, charges for searches, messaging and mapping. Service fees will be deducted from the available Credit or from the Purchaser's monthly bill, depending upon which payment method the Purchaser selects; 8.2 Charges may be altered from time to time by EYESON giving 30 days notice to the Purchaser; 8.3 All Charges are inclusive of value added tax. 8.4 If the Purchaser fails to pay the Charges on the dates specified in the Order then, without prejudice to any other right or remedy available to EYESON, EYESON shall be entitled to: 8.4.1 cancel the Contract or suspend any further supply of the Service to the Purchaser; 8.4.2 appropriate any payment made by the Purchaser to such of the Charges (or the Service supplied under any other contract between the Purchaser and EYESON) as EYESON may think fit (notwithstanding any purported appropriation by the Purchaser); and 8.4.3 charge the Purchaser interest (both before and after any judgment) on the amount unpaid, at the rate of 2 per cent per annum above

ABSA Ltd base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). 8.5 Should any deposit be required, the Purchaser agrees to transfer the required amount into the bank account of EYESON; no interest shall accrue on this deposit. 8.6 EYESON shall have the right to deduct any outstanding payments against the balance of the deposit should the Purchaser default or not honour any of its financial commitments. 9 Liability 9.1 Time of supply of the Services to the Purchaser by EYESON shall not be of the essence of the Contract. EYESON shall not be liable to the Purchaser or be deemed to be in breach of Contract by reason of any delay in performing, or any failure to perform, any of EYESON's obligations in relation to the Service if the delay or failure was due to any cause beyond EYESON's reasonable control including but not limited to: 9.1.1 the withdrawal by an Owner of or failure to provide their Consent to be Located at any time; 9.1.2 the lack of Accuracy of any location; 9.1.3 any Inappropriate Use of the Service or use otherwise than in accordance with these Conditions; or 9.1.4 any failure by the Purchaser to obtain Consent from any Owner. 9.2 EYESON shall not be liable to the Purchaser: 9.2.1 by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit, use, contract, goodwill or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of EYESON, its employees or agents or otherwise) which arise out of or in connection with the supply of the Service or its use by the Purchaser or Owners; or 9.2.2 for any claim which is not notified in writing to EYESON within 6 months of the date of registration or within 6 months of the circumstances giving rise to the claim if this is later. 9.3 The entire liability of EYESON under or in connection with the Service shall not exceed the price of the Charges paid by the Purchaser in the preceding 12 months of the Contract, or if the Contract has been in force for less than 12 months then such period as the Contract has been in force, except as expressly provided in these Conditions. 10 Term and Termination 10.1 The Contract shall continue in force for a period of 3 months from the Effective Date unless terminated in accordance with this clause 10. Once the Contract has been terminated, the Service will continue indefinitely until such time as either party provides 3 months termination notice in writing. The Purchaser has the option of terminating the contract within 30 days of the Effective Date. 10.2 EYESON reserves the right to discontinue the Service at any time on notice of 30 days. 10.3 Once the 3 month period has expired, the Purchaser may terminate the Contract and cease using the Service on the provision of three months written notice to EYESON. 10.4 Notwithstanding the above EYESON shall be entitled to terminate these Conditions immediately if: 10.4.1 the Purchaser commits any breach of any term of these Conditions; 10.4.2 the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a receiver is appointed over any of the property or assets of the Purchaser; 10.4.3 the Purchaser ceases, or threatens to cease, to carry on business; 10.4.4 EYESON suspects any abuse of location information by the Purchaser; 10.4.5 EYESON reasonably apprehends that any of the events mentioned above is about to occur in relation to the Purchaser and notifies the Purchaser accordingly. 10.5 On termination of the Contract, any outstanding Charges payable by the Purchaser for the Service received to the date of termination shall become immediately due and payable, notwithstanding any previous agreement to the contrary. 11 Warranties and Liability 11.1 Subject as expressly provided in these Conditions all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. 11.2 Any claim by the Purchaser which is based on any fault in the Service or its failure to correspond with the specification shall be notified to EYESON within 7 days after discovery of the fault. If the Purchaser does not notify EYESON accordingly, the Purchaser shall not be entitled to reject the Service and EYESON shall have no liability for such fault, and the Purchaser shall be bound to pay the Charges as if the Service had been delivered in accordance with the Contract for 1 year. 11.3 Where any valid claim in respect of any of the Products which is based on any fault in the Service or its failure to meet specification is notified to EYESON in accordance with these Conditions, EYESON shall be entitled at EYESON's sole discretion to refund to the Purchaser some or all of the Charges. 12 Intellectual Property The Purchaser agrees not to use any trademarks, trade names and/or brands resembling the Brand as would be likely to cause deception or confusion. The Purchaser agrees not to register, use or permit the use of the Brand or any of the Intellectual Property Rights used by EYESON in

relation to the Service without the prior written consent of EYESON. The Purchaser acknowledges and agrees that it shall not acquire any rights in respect of the Intellectual Property Rights and that all such rights and goodwill are and shall remain vested in EYESON.

13 General

13.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

13.2 No waiver by EYESON of any breach of the Contract by the Purchaser shall be considered as a waiver of any subsequent breach of the same or any other provision.

13.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

13.4 Severability: If any of the provisions of these online terms are not fully enforceable for any reason, the remainder will nevertheless continue to apply.

13.5 Jurisdiction and governing law: Unless otherwise specified, the goods and services offered on this site are intended for citizens of the Republic of South Africa only. The online terms shall be governed by and interpreted according to the laws of the Republic of South Africa without giving effect to any principles of conflict of law.

13.6 Any complaints and queries which you may have should be directed to our customer service division at the toll free number specified on the website from time to time. If the complaint cannot be resolved within 10 (ten) business days after having been referred to the customer service division, the dispute will be referred to arbitration in terms of the rules of the Arbitration Foundation of South Africa (AFSA). The arbitrator shall be appointed by AFSA and the unsuccessful party shall pay the costs of arbitration. Only you and your representative(s) and EYESON and its representative(s) may attend the arbitration. Both you and EYESON shall keep the fact that a dispute has arisen, the record of the arbitration proceedings as well as the arbitrator's decision, confidential. Notwithstanding the above provisions, we retain the right to institute action in any court of law with jurisdiction to obtain urgent, interim relief or to collect outstanding debts due and payable by you.

13.7 EYESON reserves the right to send promotional communications to users of the Service, provided that such communications are related to mobile services.

SECTION - H

EYESON YOU SERVICE AGREEMENT

1. APPOINTMENT

The subscriber hereby employs EyesOn to provide the EYESON YOU service to the subscriber and EyesOn agrees to do so upon the terms and conditions set forth in this agreement.

2 TERM

Subject to the provisions of this agreement (section B) the Subscribers obligation under this agreement shall take effect upon the date of signature by the Subscriber and EyesOn, and shall continue indefinitely unless terminated by either party by the giving of 2 (two) calendar months written notice of termination.

3 THE EQUIPMENT

- 3.1 Notwithstanding the provisions of clause 2 hereof , the parties Agree that the EyesOn You service can not be invoked unless the Equipment is properly used and in working order, and functioning to its manufacturers specification.
- 3.2 The Subscriber use the service at any time. The subscriber shall be entitled to 1 free tests per month. Additional tests may be provided for which the Subscriber shall be liable to pay EyesOn a fee determined in accordance with EyesOn standard rates applicable from time to time. Notwithstanding any contrary provisions contained in this agreement, EyesOn (but not the Subscriber) shall be relieved of its obligations under this agreement during any period in which the equipment is not functioning.
- 3.3 The Subscriber shall notify the EyesOn control centre immediately of every signal of the equipment, which has been accidentally or unintentionally activated.
- 3.4 The Subscriber undertakes to use the equipment and the EyesOn You strictly in accordance with the provisions of the EyesOn terms and conditions as posted on the EyesOn website(www.trackingsa.com) and it may change from time to time, provided the provisions of this agreement shall supersede all conflicting provisions set forth in such literature. The Subscriber shall not alter or modify the equipment in any way.

4 TERRITORY

- 4.1 The EyesOn service is available only within the areas of Southern Africa where the EyesOn service is commercially available. EyesOn shall not unless otherwise provided for in this agreement be obliged to render any of the EyesOn services outside the territory.

5 FEES AND CHARGES

- 5.1 As consideration for EyesOn undertaking to provide the EyesOn You service, the Subscriber shall pay EyesOn the monthly fee referred to in the transaction schedule on the face page hereof plus all increases thereto pursuant to 5.2 monthly in advance on or before the 7th (seventh) day of each month or such earlier date as specified in a debit order authorization contained in the transaction schedule provided that the first such monthly subscription fee shall be paid upon conclusion of this agreement
- 5.2 EyesOn will increase the monthly subscription fee at the beginning of each new year on the 1st (first) of January, with no written notice to the Subscriber at 10%.

- 5.3 If as a result of a signal from the equipment, or at the Subscribers instance or request or the request of any authorized representative of the Subscriber or any authorized user of the device, EyesOn or any of its subcontractors renders any service not otherwise required of it in terms of this agreement, the Subscriber shall pay EyesOn an amount determined in accordance with the EyesOn standard rates for any such service rendered.
- 5.4 The Subscriber shall not be entitled to withhold payment of any amounts due under the agreement because the equipment is damaged or cannot be operated or used.
- 5.5 Should the Subscriber fail to pay any amount in terms of or arising from this agreement on due date then such overdue amount shall bear interest at the maximum interest rate per annum stipulated from time to time as allowed by law.
- 5.6 The subscriber shall in addition to the monthly subscription fee pay Value Added Tax there on at the rate applicable or any other tax or charge which may be imposed by legislation.
- 5.7 The Subscriber shall be responsible for the payment of all legal costs as between attorney and his own client incurred by EyesOn in successfully enforcing any action pursuant to this agreement including that of collection of outstanding debt to EyesOn by the Subscriber.
- 5.8 The subscriber acknowledges the terms and conditions as per section G.

I the undersigned have read and understood this agreement and understand the contents and agree to abide by the said conditions.

Signed at

on the of..... 2007.

Signature of Subscriber

Print name of Subscriber

(Please attach copy of ID doc, driver's license, Water and Lights account to application)
NO NEED TO PRINT SECTION G – JUST READ AND AGREE AND SIGN APPLICATION