

JOURNEY ORGANIZER USER TERMS AND CONDITIONS

1 1. DEFINITIONS

In this Agreement the following words and expressions shall, in addition to their respective ordinary meanings, bear the following meanings assigned to each of them respectively:

- 1.1. “**Agreement**” means this agreement, including any annexures thereto;
- 1.2. “**App**” means the Journey Organizer application, which is available in the iOS app store and Google Play Store;
- 1.3. “**BLE**” means Bluetooth Low Energy, a wireless personal area network technology;
- 1.4. “**Company**” means Sanji Security Systems (Pty) Ltd, registration number 1958/000540/07, a company duly incorporated in South Africa having its principal place of business situated at 39 Kyalami Boulevard, Kyalami Business Park, Kyalami, Gauteng, South Africa;
- 1.5. “**Income Tax Act**” means the Income Tax Act, no. 58 of 1962;
- 1.6. “**Initial Term**” means a period of 12 (twelve) months calculated from the date that the JO Device is activated on an for the first time;
- 1.7. “**JO Device**” means the Journey Organizer device, being a portable GPS logging device that connects via BLE to a mobile phone or a tablet and which logs user trips in a vehicle;
- 1.8. “**SARS**” means the South African Revenue Services;
- 1.9. “**Service**” means the services described in Clause 2 below;
- 1.10. “**Software**” means the firmware and all software that is incorporated in the App, in the database containing both the users information and trip data and in the web based interface;
- 1.11. “**Website**” means www.journeyorganizer.co.za.

2. 2. INTRODUCTION

- 2.1. The Journey Organizer comprises of a hardware device that connects via BLE to an App.
- 2.2. The Journey Organizer hardware device is powered through a 12 - 24V cigarette charging port, typically located in a motor vehicle (“**a connected vehicle**”).
- 2.3. When the JO Device is powered and activated in a connected vehicle it records trip data for the connected vehicle.
- 2.4. The trip data is transferred via BLE to the App. The App transmits data to the Journey Organizer servers, where such information is stored in a database.2.5. For iOS users:
 - 2.5.1. the App must be **open** in order for the data to be transmitted from the JO Device to the App; and
 - 2.5.2. the JO Device will store trip data for approximately 2 (two) month of use, during which time the User must open the App while the JO Device is active in order to transmit the data,

failing which the User's data will be deleted and replaced by subsequent trip data, resulting in lost trip data.

2.6. A User is able to:

2.6.1. Geofence locations as being "Private" or "Business" locations, in which event default categorisation rules will apply; and

2.6.2. in the absence of the application of default categorisation rules, a User is able to categorise trips as being "Private" or "Business", either on the device button, or on an App.

3. SUBSCRIPTION & LICENSE

3.1. The subscription to the Service during the Initial Term is provided to the User at no charge.

3.2. The Initial Term can change from time to time depending on marketing objectives at a particular point in time. The Initial Term is displayed on the front of the Journey Organizer packaging.

Either:

R29/pm First 12 months FREE t&c's apply

Or

R29/pm First month FREE t&c's apply

3.3. Upon the completion of the Initial Term, the User will be required to subscribe to a license to utilise the Software for periods of 12 (twelve) months at a time. The price applicable to the subscription to the Software for the 12 (twelve) months after the Initial Period is R29 (twenty nine Rand) per month, which the User can pay on a monthly basis, or which can be paid as a once off annual payment. Renewal license costs are subject to increases from time to time at the discretion of the Company. Payment in relation to all subscriptions is made through the Payfast Payment Gateway (or any other payment gateway nominated by the Company from time to time). Users will be emailed the payment instructions before the due date.

3.4. In the event that the User's subscription is unpaid at any time, the Company is entitled to immediately suspend the User's access to the Service.

3.5. For the duration of the User's subscription to the Services, the Company grants the User a limited, revocable, non-exclusive right to use the Software embodied in the Service solely for the User's use, including any business purposes, on the strict condition that the User complies fully with the terms and conditions of this Agreement. The Use of the Software by the User does not result in the transfer to the User of any rights or whatsoever nature in the Software. The Software is protected by copyright.

3.6. All rights of whatsoever nature (including copyright, trademarks, inventions, trade secrets and all other forms of proprietary rights) vesting in the JO Device and the Software remain the sole and exclusive property of the Company.

4. 4. PRIVACY

4.1. The User is solely responsible for the access to the App on any cell phone that is linked to a Device. If a third party gains access to the User's telephone, such third party will be able to view the trip data for any connected vehicle.

4.2. The use of the Services is at all times subject to the JO Privacy Policy, which can be accessed at: <http://www.journeyorganizer.co.za/jo%20privacy%20policy.htm>.

4.3. The Company undertakes to maintain reasonable data security and data storage measures, having regard *inter alia* to the fact that the storage and transmission of data occurs through third party service providers.

4.4. The Company is entitled to aggregate data and system usage information, provided that the data does not result in the disclosure or transmission of the User's personal information.

5. 5. TAX & TRAVEL REPORTS

5.1. Sections 8(1)(a), 8(1)(b) and 8(1)(c) of the Income Tax Act, as read with Paragraph 1 of the Fourth Schedule thereto regulates allowances, advances and reimbursements granted to employees and office holders in relation to motor vehicles.

5.2. In order to claim travel expenditure on a tax return submitted to SARS, a taxpayer is obliged to maintain a logbook. The Tax Logbook that is provided as part of the Service calculates a User's business travel, for the purposes of a User claiming a deduction for travel costs.

5.3. For ease of use, a User is able to create a Geofence for locations that a User regularly visits. The Geofence locations are categorised as being either a **Private** or a **Business** location. The System uses the Geofence categorisation for the purposes of allocating trips as being Private or Business.

5.4. Section 8(1)(b)(i) of the Income Tax Act provides that travel between a User's residence and his place of employment is **private travel**. As a result, a User's trip from a Private Geofence location to a Business Geofence location is classified as being private. If however a User's first trip is not to his primary place of business, then the User is able to reclassify the trip as being a Business trip.

5.5. The User is solely responsible for:

5.5.1. ensuring that any report that is generated via the Service is correct;

5.5.2. the categorisation of:

5.5.2.1. Geofences as being a "business" or "personal" location; and

5.5.2.2. any trip as being a business or a personal trip; and

5.5.3. being familiar with the applicable SARS laws, rules and regulations, and for compliance therewith.

5.6. There are 2 alternative methods that a taxpayer can use to calculate tax claims for travel expenditure. The methods are either based on actual expenditure on *inter alia* fuel and maintenance, or, they are based on deemed values. The JO calculator included in the Company's marketing materials and in digital calculators available *inter alia* on the Company's website, utilises the deemed value method. The deemed values are indicative and are subject to change based on both the applicable legislation and the SARS interpretation and application thereof.

6. 6. DATA

6.1. The Company is not obliged to retain a User's data for a period in excess of 18 (eighteen) months.

6.2. In the event of a default by the User in relation to the payment of subscriptions that are due to the Company, the Company will be entitled to purge the User's data after a period of 30 (thirty) days from the User's payment default.

7. 7. LIABILITY

7.1. The User is required to familiarise himself with the Software and the applicable laws of taxation that apply in relation to Tax Log Books. The correct allocation of trips as being either business or personal is the sole responsibility of the User and the User indemnifies the Company against any claims that may be made against the Company in relation to any incorrect allocations.

7.2. The Company is not liable for any losses or claims that arise in consequence of data losses from any of the following events and circumstances:

7.2.1. the purging by the Company of data that is in excess of 18 (eighteen) months old, in terms of clause 6.1; and/or

7.2.2. the purging by the Company of data following a breach by the User in making payment, in terms of clause 6.2; and/or

7.2.3. any data loss arising from any event beyond the control of the Company, including viruses, malware and any other events beyond the direct control of the Company.

8. 8. INDEMNIFICATION

The User hereby indemnifies and holds the Company, its agents, employees, suppliers, licensors, distributors, service providers harmless against any claims and losses, of whatsoever nature and howsoever arising by a third party resulting from any failure by the User to comply with the terms of this Agreement.

9. 9. WARRANTY

9.1. The Company provides the User with a warranty for 24 Months, against any defects in the JO Device that arise within the 24 Months Period and which are not caused by any fault or negligence on the part of the User or any third party.

9.2. The warranty will not be applicable in the event of the JO Device having been tampered with in any respect.

9.3. A warranty claim must be lodged within the 24 Months Period and must be supported by the JO Device and the invoice in relation to the purchase by the User thereof.

9.4. To the maximum extent permitted by the laws applicable to the transaction, the Company's liability is limited to the repair or replacement of the JO Device.

10. 10. TERMINATION

10.1. The Company is entitled to terminate this Agreement in the event that the User commits a breach of this Agreement.

10.2. Upon the termination of this Agreement, the Company will not be obliged to retain the User's data and shall not be liable for any loss resulting from the Company purging such data.

11. 11. GOVERNING LAW

This agreement and any disputes arising out of or in connection with this agreement will be governed by the law of South Africa.