



TERMS AND CONDITIONS OF SERVICE

Version 2.0 — Draft for legal review

Supersedes the version last updated March 2026, once approved. This draft has not yet been reviewed by an admitted attorney and should be checked before publication.

Summary of changes from the March 2026 version

- **Refund contradiction resolved.** “Non-refundable” fee language (old §6.2 / §19.1) is now scoped to Subscription/Account fees, and reconciled with the refund promised on IOTI-initiated termination (§9.2).
- **New Returns, Refunds and Warranty Repairs policy.** A single governing clause (§19) sets out the 7-day return/refund window, the 8-day–6-month warranty-repair window, and the position after 6 months — highlighted in a callout box for visibility.
- **Installation and on-site costs clarified.** Installation, on-site repairs, and on-site inspections are confirmed as being for the Customer's account throughout (§7.1, §19.4).
- **§8 renumbered.** The list of prohibited actions in the Proprietary Rights clause now reads as one clear list (§8.3(a)–(i)) instead of restarting the top-level numbering.
- **Renewal notice period added.** Non-renewal of the Subscription Period now requires 30 days' written notice (§6.1), removing prior ambiguity.
- **Insolvency clause reworded.** §9.3 now clearly describes the 45-day period as a cure/dismissal window for insolvency proceedings, not a deadline to terminate.
- **Liability provisions cross-referenced.** §2.5 and §17.2 now expressly operate as a single cap rather than two independent limits.
- **POPIA data breach commitment added.** §12.3 commits IOTI to notifying the Customer of any Personal Data security compromise without undue delay.
- **CPA savings clause added.** §19.6 preserves any non-waivable rights a Customer may have under the Consumer Protection Act.

KINDLY READ THESE TERMS AND CONDITIONS OF SERVICE CAREFULLY BEFORE ORDERING.

These Terms of Service (the “Terms”) govern your access to and use of Internet of Things Integration (Pty) Ltd (hereinafter referred to as “IOTI”) Product(s), Software, and Service(s), including any other products sold by IOTI.

This is a legal agreement between you and IOTI, therefore please read the terms carefully before using any of our Product(s) and/or Service(s).

Our Privacy Policy is incorporated by reference into these Terms and you are agreeing to accept and abide by our Privacy Policy upon agreeing to these Terms and by using our Product(s) and/or Service(s). Please review the Privacy Policy as this describes how we collect and use your personal information.

RETURNS, REFUNDS AND WARRANTY REPAIRS — AT A GLANCE

Days 1-7: Return for a full refund — Hardware must be undamaged and in its original condition and packaging. See clause 19.1.

Day 8 - 6 Months: Return for repair under warranty. No refund is payable — repair (or, at IOTI's discretion, replacement) is the sole remedy. See clause 19.2.

After 6 Months: Repairs are for the Customer's account at IOTI's standard rates, unless the parties have agreed otherwise in a signed SLA or Support Agreement. See clause 19.3.

Always: Installation costs, on-site repairs, and on-site inspections are for the Customer's account. See clause 19.4.

This summary is provided for convenience. Clause 19 of this Agreement is the governing text.

1. DEFINITIONS

- 1.1 **“Account”** means the accounts Customer/User creates, via the Hosted Software or with IOTI, to access Product(s), Service(s).
- 1.2 **“Authorised User”** means Customer's/User's employees and/or contractors whom Customer/User authorises to use the IOTI Product(s) and/or Service(s) strictly on its behalf.
- 1.3 **“Customer/User”** means the company or legal entity for which you are accepting this agreement.
- 1.4 **“Customer/User Data”** means data captured by Customer's/User's use of the Hardware, data entered by Customer into IOTI's Products and Hosted Software, and the analysis, reports, and alerts generated by the Products containing such data.
- 1.5 **“Documentation”** means any Product training, technical services, or documentation made available to Customer/User through our website or otherwise made available to Customer/User by IOTI.
- 1.6 **“Extended Warranty Service Plan”** shall be defined as an extended support service provided to the Customer and made available upon paying the minimum prescribed fee within 60 days of the purchase of IOTI's Product(s). The support service shall

subsist for 6 months from the date of purchase, and may be extended up to 24 months.

- 1.7 **“Firmware”** means software embedded in or otherwise running on the Hardware.
- 1.8 **“Hardware”** means the IOTI hardware devices, sensors and accessories that Customer/User has purchased or has otherwise received for a free trial or on promotion.
- 1.9 **“Hosted Software”** means the application, software platform and Firmware, and any improvements, modifications, patches, updates, and upgrades thereto that IOTI develops or provides in connection with this Agreement, and Support Services.
- 1.10 **“Personal Data”** shall refer to any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.
- 1.11 **“Products”** means the Hardware and Services.
- 1.12 **“Services”** means the IOTI Software and Support Services.
- 1.13 **“Subscription Period”** means the period of time for which IOTI has committed to provide and you have committed to pay for Services.
- 1.14 **“Support Services”** means customer support services.
- 1.15 **“Terms”** means the terms contained in this Agreement, including all attachments and exhibits.
- 1.16 **“We,” “Us” or “Our”** means Internet of Things Integration (Pty) Ltd, a private company incorporated and registered according to the laws of the Republic of South Africa, under registration number 2018/408926/07.
- 1.17 **“You” or “Your”** refers to the customer and any user of the Product(s) and/or Service(s) that acquires the Services through the customer’s account.
- 1.18 **“SLA” or “Support Agreement”** means a separate written agreement, signed by both parties, setting out specific service levels, support cover, and/or extended warranty terms agreed between IOTI and the Customer.

2. AGREEMENT TO TERMS

- 2.1 The Customer acknowledges and agrees that the Products and Services supplied by IOTI are intended solely as asset monitoring, telemetry, tracking, notification and management tools, and do not constitute insurance, guaranteed recovery services, theft prevention systems, security services, or guaranteed loss prevention solutions.
- 2.2 IOTI does not warrant or guarantee that any asset, vehicle, person, equipment, cargo, container or item fitted with or monitored by the Products and/or Services will be recoverable, traceable, monitored continuously, protected from theft, damage or loss, or that any alert, notification, telemetry data, GPS location, BLE communication, GSM communication, cloud connectivity or reporting functionality will always be available, accurate, uninterrupted, timely or error-free.

- 2.3 The Customer acknowledges that the performance of the Products and Services may be affected by factors beyond IOTI's reasonable control, including but not limited to: (a) GSM or mobile network failure or unavailability; (b) GPS satellite signal loss or degradation; (c) Bluetooth or radio frequency interference; (d) power failures or battery depletion; (e) environmental conditions; (f) incorrect installation or configuration; (g) intentional tampering, shielding, jamming, blocking or destruction of devices; (h) cloud, server or internet outages; (i) firmware or software defects; (j) third-party service interruptions; and/or (k) physical damage to devices. To the fullest extent permitted by applicable law, IOTI shall not be liable for: (i) theft of any asset; (ii) loss of any asset; (iii) inability to recover any asset; (iv) loss of profits, revenue, contracts, business opportunities or production; (v) consequential, indirect, incidental, special or punitive damages; or (vi) any damages arising from failure, interruption, delay, inaccuracy or unavailability of the Products or Services.
- 2.4 The Customer is solely responsible for obtaining and maintaining appropriate insurance coverage for all assets monitored or tracked using the Products and Services.
- 2.5 In all circumstances, IOTI's total aggregate liability arising from or related to the Products and Services shall not exceed the total fees paid by the Customer to IOTI during the preceding 3 (three) months prior to the event giving rise to the claim. This cap is subject to, and operates together with (and not independently of), the limitation of liability provisions set out in clause 17.
- 2.6 By accepting this Agreement, either by accessing or using IOTI's Product(s) and/or Service(s), or by executing an Order Form that references this Agreement, you agree to be bound by this Agreement. If you don't agree to these Terms, do not use the Product(s) and/or Service(s). If you are accessing and using the Product(s) and/or Service(s) on behalf of a company (such as your employer) or other legal entity which is our Customer, you represent and warrant that you have the authority to bind that company or other legal entity to these Terms. References to "you" and "your" in these Terms herein shall refer to that company or other legal entity, our Customer.
- 2.7 If you do not have such authority, or if you do not agree with this Agreement, you must not accept this Agreement and may not use any of the Products or Services provided by IOTI.
- 2.8 If you are accessing and using our Product(s) and/or Service(s) on behalf of a company (such as your employer) or other legal entity which is our Customer, you represent and warrant that you have the authority to bind that company, employer or other legal entity to these Terms.
- 2.9 You may not use our products for any illegal or unauthorised purpose nor may you, in the use of the service, violate any laws in your jurisdiction (including but not limited to copyright laws).
- 2.10 You must not transmit any viruses or any code of a destructive nature.
- 2.11 A breach or violation of any of the Terms will result in an immediate termination of your services.

3. GENERAL CONDITIONS

- 3.1 You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service and/or Product, use of the Service and/or Product, or access to the Service and/or Product or any contact on the website through which the service is provided, without express written permission by us.
- 3.2 The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

4. USE OF THE SERVICE

- 4.1 Subject to timely payment of all charges on the Customer/User's account, IOTI grants you the right to use the Services and/or Products offered by IOTI. IOTI reserves all rights not otherwise expressly granted herein.
- 4.2 You shall be responsible for maintaining the security of each device, your account, passwords and files, and are responsible for all uses of Services (and all associated fees), with or without your knowledge or consent and whether or not authorised by you.
- 4.3 Unless otherwise specifically allowed by IOTI, in writing, you will not, directly or indirectly use the Services or any provided software for timesharing or otherwise for the benefit of a third party.
- 4.4 You are solely responsible for all use of the Services occurring as a part of your account, whether or not authorised by you or done with your knowledge. You are furthermore responsible for all data, information or other content uploaded on to the software as part of your account.
- 4.5 You acknowledge that, except as expressly stated, IOTI retains all rights in its trademarks, service marks, software, technology and other items of intellectual property.
- 4.6 In the event IOTI investigates service outages, security problems, or a suspected security breach of IOTI, you agree that you will provide a reasonable level of cooperation to help facilitate IOTI's investigation, to the extent warranted by the facts of the situation.

5. AMENDMENTS TO TERMS OR SERVICES

- 5.1 IOTI reserves the right to amend or update the Terms of this Agreement at any time, in our sole discretion. If we do so, we will inform you either by posting the amended Terms within the services or through other communications with you, our Customer/User.
- 5.2 It's important that you review the Terms whenever we amend them because if you continue to use our Product and/or Services after we have posted amended Terms on the Services, you are indicating to us that you agree to be bound by the amended Terms. If you don't agree to be bound by the amended Terms, then you may not continue to use the Services.
- 5.3 IOTI shall not be liable to you or any third party should IOTI exercise its right to revise these Terms of Service or modify or discontinue the Service.

- 5.4 Any new features that extend or enhance the Product and/or Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any of these changes shall constitute your consent to these changes. If you do not agree with any such amended Terms of Service, you shall notify IOTI during the 30 day period after such amended terms have been posted and at the end of such 30 day period these Terms of Service shall be deemed terminated unless IOTI agrees to waive such amended terms to which you object.

6. ACCOUNT, FEES AND PAYMENT

- 6.1 The Subscription Period for Services provided by IOTI shall remain in full force for 24 months from the date of subscription, and thereafter renew automatically for a further 12 months, unless the Customer provides IOTI with at least 30 (thirty) days' written notice, prior to the expiry of the then-current Subscription Period, of its intention not to renew.
- 6.2 Account and Subscription fees will be billed monthly, are inclusive of Value-Added Tax, and are non-cancelable and non-refundable, save as expressly provided in clause 9.2 (early termination by IOTI) or clause 19 (Returns, Refunds and Warranty Repairs, applicable to Hardware purchases).
- 6.3 IOTI may introduce new features and functionalities, which may be made available to you at an additional cost.
- 6.4 IOTI shall issue invoices from time to time for the Services performed and you, as the Customer/User, shall be responsible to pay all fees and payments as set forth in the invoices or as agreed upon between you and IOTI. Payments will be due within 30 days after invoice date, free of deduction or set off.

7. DELIVERY OF PRODUCTS ORDERED ON THE SITE

- 7.1 IOTI shall deliver the Products to the Customer's nominated premises. **Installation of the Products is a separate service** and will only be carried out where agreed with the Customer in writing, **at the Customer's cost**, as set out in clause 19.4.
- 7.2 Where IOTI accepts your order, upon successful payment of the products ordered on our website, we will deliver the goods to you as soon as reasonably possible, but no later than 10 (ten) business days of receipt of your payment ("Delivery Period").
- 7.3 IOTI will notify you if we are unable to deliver the goods during the Delivery Period (subject to Force Majeure in terms of clause 20 herein). You may then, within 5 (five) days of receiving such notification, elect whether or not to cancel your order for the goods. If you elect to cancel your order, we will reimburse you for the purchase price.
- 7.4 IOTI is not responsible for any loss or unauthorised use of a product after the product has been delivered (and, where applicable, installed) at the physical address nominated by you.

8. PROPRIETARY RIGHTS

- 8.1 Subject to the terms and conditions specified in this Agreement, IOTI grants you a non-sublicensable, non-exclusive, non-transferable license to use and access the Hosted

Software in accordance with the Documentation, until the license term expires or the earlier termination of this Agreement.

- 8.2 The Support Services are included as part of the license grant and contingent upon a valid license. The Firmware license for each item of Hardware that the Customer purchases is contingent upon Customer purchasing and maintaining a valid license to the Hosted Software.
- 8.3 You may not do the following without IOTI's express prior written consent:
- (a) resell, white-label, or reproduce the Hosted Software or any individual element within any of IOTI's Software, IOTI's or any of the product's name, any IOTI trademark, logo or other proprietary information, or the layout and design of any part of the Hosted Software;
 - (b) access, tamper with, or use non-public areas of the Hosted Software;
 - (c) attempt to probe, scan or test the vulnerability of any IOTI systems or network, or breach any security or authentication;
 - (d) avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by IOTI or any of IOTI's providers or any other third party (including another user) to protect the Hosted Software;
 - (e) transfer, copy, modify, sublicense, lease, lend, rent or otherwise distribute the Firmware to any third party;
 - (f) unless permitted under applicable law, disassemble, decompile or reverse engineer the Hosted Software, in whole or in part, or permit or authorise a third party to do so;
 - (g) hack into, disable, disrupt, or access without authorisation any part of the Services, or attempt any of the foregoing;
 - (h) attempt to decipher, decompile, disassemble or reverse engineer any aspect of the Hosted Software; or
 - (i) violate any applicable law or regulation.
- 8.4 IOTI has the right to investigate violations of these Terms or conduct that affects the Hosted Software. IOTI may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.
- 8.5 The Firmware is licensed, not sold. Customer owns the Hardware on which the Firmware is recorded, but IOTI retains ownership of the copy of the Firmware itself, including all intellectual property rights therein. The Firmware is protected under South African intellectual property law and international treaties. IOTI reserves all rights in the Firmware not expressly granted to Customer in these Terms. Customer acknowledges and agrees that portions of the Firmware, including but not limited to the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of IOTI.

9. TERMINATION AND SUSPENSION OF AGREEMENT

- 9.1 Violation of any of the Terms herein will result in the termination of your account or the Service. Upon termination of your account, you will no longer be able to use the Service and any of your information on the Service may be removed by IOTI.

- 9.2 Notwithstanding the above, we may terminate your access to and use of the Services, at our sole discretion, at any time upon notice to you. If we terminate your access to the Services at our convenience, and not due to your breach of these Terms, we will refund any Subscription or Account fees you have prepaid for the remaining, unused portion of the then-current Subscription Period. **For the avoidance of doubt, this clause 9.2 does not create any right to a refund of the purchase price of Hardware, which is governed exclusively by clause 19.**
- 9.3 Either party may terminate this Agreement on written notice to the other party if that other party is provisionally or finally sequestered or liquidated, is placed under business rescue, or is otherwise unable to pay its debts as they fall due, and, where such process is capable of being set aside, dismissed or withdrawn, it has not been set aside, dismissed or withdrawn within 45 (forty-five) days of it being instituted.
- 9.4 Upon termination of this Agreement and your account, your right to use the Services shall immediately terminate.

10. CUSTOMER DATA RETENTION AND WARRANTY

- 10.1 Customer owns all data generated from the Hosted Software. IOTI will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. IOTI will not share Customer Data without Customer consent, except when the release of data is compelled by law.
- 10.2 IOTI may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the Hosted Software in order to provide the Software to Customer; and/or monitor, analyse, develop upon, maintain, and improve the Software.
- 10.3 You represent and warrant that you will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorisations and/or agreements from any employee or third party that are necessary for IOTI to collect, use, and share Customer Data in accordance with these Terms. You furthermore warrant that no Customer Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights.
- 10.4 You agree to indemnify IOTI against any liabilities, damages, demands, losses, claims, costs, fees (including legal fees), and expenses in connection with any third-party legal proceeding to the extent arising from or any act or omission of the customer in relation to customer instructions or the customer's breach of this provision.

11. THIRD PARTY TOOLS

- 11.1 We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.
- 11.2 You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.
- 11.3 Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

11.4 We may also, in the future, offer new Service(s), Product(s) and/or features through the website (including, the release of new tools and resources). Such new features and/or services shall also be subject to these Terms of Service.

12. PERSONAL INFORMATION

12.1 IOTI's Privacy Policy, which is recommended to be read with this Agreement, sets forth the Parties' agreement with respect to the terms governing any processing of Personal Data by IOTI on the Customer's behalf pursuant to these Terms. The Privacy Policy forms part of this Terms of Service and supersedes any prior agreements regarding Customer Personal Data.

12.2 IOTI undertakes to process and maintain personal information of the Customer only in accordance with the conditions of lawful processing as set out in terms of the Protection of Personal Information Act, No 4 of 2013; and any other applicable legislation governing the processing of personal information.

12.3 In the event of a security compromise involving Personal Data processed by IOTI on the Customer's behalf, IOTI will notify the Customer without undue delay after becoming aware of the compromise, and will provide the Customer with such information as it may reasonably require to comply with its own notification obligations under POPIA, including to the Information Regulator and any affected data subjects.

13. ERRORS, INACCURACIES AND OMISSIONS

13.1 We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

14. PROHIBITED USES OF OUR PRODUCT AND/OR SERVICE

14.1 You are prohibited from using our Product(s) and/or Service(s): (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international or local regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service; (h) to collect or track the personal information of others beyond what is agreed with your employees or Users; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; or (j) for any obscene or immoral purpose. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

15. DATA OWNERSHIP

15.1 You will own the information created or stored by you. Unless specifically permitted by you, your use of the Services does not grant IOTI the license to use, reproduce, adapt,

modify, publish or distribute the information created by you or stored in your user account for IOTI's commercial, marketing or any similar purpose.

15.2 You represent and warrant that you will obtain all rights and provide any disclosures to or obtain any consents, approvals, authorisations and/or agreements from any employee or third party that are necessary for the Hosted Software to collect, use, and share Customer/User Data in accordance with these Terms and applicable laws of the Republic of South Africa.

15.3 You represent and warrant that no Customer/User Data infringes upon or violates any other party's intellectual property rights, privacy, publicity or other proprietary rights.

16. COPYRIGHT

16.1 In the course of using any of the Services, if you come across any content with copyright notice(s) or any copy protection feature(s), you agree not to remove such copyright notice(s) or disable such copy protection feature(s) as the case may be.

17. INDEMNITY AND LIMITATION OF LIABILITY

17.1 To the extent permitted by applicable law, you will indemnify, hold harmless and defend IOTI, at your expense, from any and all third-party claims, actions, proceedings, and suits brought against IOTI or any of its officers, directors, employees, agents or affiliates, and all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, reasonable attorneys' fees and other litigation expenses) incurred by IOTI or any of its officers, directors, employees, agents or affiliates, arising out of or relating to (i) your breach of any term or condition of this Agreement, (ii) your use of the Service and/or Software, (iii) your violations of applicable laws, rules or regulations in connection with the Service, (iv) any representations and warranties made by you concerning any aspect of the Service and/or the Software; (v) any claims made by or on behalf of any Third Party pertaining directly or indirectly to your use of the Service and/or Software; (vi) violations of your obligations of privacy to any Third Party; and (vii) any claims with respect to acts or omissions of any Third Party in connection with the Service or the Software.

17.2 **This clause 17.2 operates together with, and does not increase, the aggregate liability cap set out in clause 2.5.** To the extent permitted by applicable law, neither IOTI nor any other party involved in creating, producing or delivering the services and/or product will be liable for any incidental, special, punitive, exemplary or consequential damages, including loss of profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services arising out of or in connection with these terms or from the use of or inability to use the products, whether based on warranty, contract, delict (including negligence), product liability or any other legal theory, and whether or not the other party has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.

17.3 IOTI will provide you with written notice of any claim, suit or action from which you must indemnify IOTI. You will cooperate as fully as reasonably required in the defense of any claim. IOTI reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

18. WARRANTIES

- 18.1 The Service(s) and Product(s) are provided “as is,” without warranty of any kind. To the fullest extent permitted by applicable law, except as expressly provided for in this agreement, IOTI makes no other warranty of any kind, whether express, implied, statutory or otherwise, including without limitation warranties of merchantability, fitness for a particular use and noninfringement.
- 18.2 IOTI makes no warranty that the Services and/or Products will meet Customer’s requirements or be available on an uninterrupted, secure, or error-free basis. IOTI makes no warranty regarding the quality, accuracy, timeliness, truthfulness, completeness or reliability of any analytics or Customer/User Data.
- 18.3 The implied warranty provided under the applicable law extends only to the Customer and is not assignable or transferable to any subsequent purchaser or user.
- 18.4 To the extent IOTI may not, as a matter of applicable law, disclaim certain implied warranties, the duration of any such implied warranty shall be limited to the minimum time period permitted under such law.
- 18.5 The warranty repair cover described in clause 19.2 applies for the first 6 months from the date of delivery/installation. Should you wish to extend warranty or support cover beyond that period, this may be arranged under an Extended Warranty Service Plan or a signed SLA/Support Agreement, at IOTI’s prescribed fees.

19. RETURNS, REFUNDS AND WARRANTY REPAIRS

- 19.1 **7-Day Return and Refund.** The Customer may return any Hardware purchased from IOTI within 7 (seven) calendar days of the date of delivery or installation, provided that the Hardware is (a) undamaged, (b) in its original condition, and (c) returned complete with all original packaging, accessories and documentation. Where these conditions are met, IOTI will refund the purchase price paid for the returned Hardware within a reasonable time of IOTI receiving and inspecting it. IOTI may refuse a refund, or deduct a reasonable amount, where the Hardware is damaged, shows signs of use beyond reasonable inspection, or is not returned complete.
- 19.2 **Warranty Repairs (Day 8 - 6 Months).** After the 7-day period in clause 19.1 has lapsed, and up to 6 (six) months from the date of delivery/installation, the Customer may return defective Hardware to IOTI for repair under warranty. **No refund will be paid in these circumstances.** IOTI’s sole obligation is to repair, or at IOTI’s discretion replace, the defective Hardware.
- 19.3 **Repairs After 6 Months.** After the 6-month period in clause 19.2 has lapsed, any repair of Hardware shall be for the Customer’s account, at IOTI’s then-current rates, **unless the parties have agreed otherwise in a signed SLA or Support Agreement.**
- 19.4 **Installation, On-Site Repairs and Inspections.** Any installation costs, any repairs carried out on the Customer’s premises, and any inspections conducted at the Customer’s premises, are in all instances for the Customer’s account, and are not included within the warranty repair described in clause 19.2, unless the parties have agreed otherwise in a signed SLA or Support Agreement.

19.5 Return Process. To return Hardware under clause 19.1 or 19.2, the Customer must contact IOTI at hello@ioti.mobi to obtain a return authorisation and instructions before dispatching any Hardware. IOTI is not responsible for Hardware returned without prior authorisation.

19.6 Consumer Protection Act. Nothing in this clause 19 limits any non-waivable right the Customer may have under the Consumer Protection Act 68 of 2008, to the extent that Act applies to the Customer and the transaction in question.

20. FORCE MAJEURE

20.1 IOTI is not liable or responsible, nor shall be deemed to have defaulted under or breached this Agreement, for any failure to perform or delay in performing its obligations under this Agreement due to an event of force majeure. An event of force majeure is any event or circumstance beyond IOTI's reasonable control, such as war, hostilities, an act of God, earthquake, flood, fire, or other natural disaster, strike or labour conditions, material shortage, epidemic, disease, government action, or failure of utilities, transportation facilities, or communication or electronic systems.

21. SEVERABILITY

21.1 If any particular provision and/or term of these Terms of Service is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise), then the remaining provisions and/or terms shall continue to be of full force and effect. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

22. WHOLE AGREEMENT

22.1 The terms set out herein constitutes the entire agreement between the parties regarding the subject matter hereof. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any party is relying in concluding this Agreement, save to the extent set out herein.

22.2 The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

22.3 Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

23. ARBITRATION

23.1 Any claim or controversy arising out of or relating to the terms shall be settled by a binding arbitration in accordance with the Arbitration Act of the Republic of South Africa. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The decision of the arbitrator shall be final and unappealable. The arbitration shall be conducted in Johannesburg and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Notwithstanding anything to the contrary, IOTI may at any time seek injunctions or other forms of equitable relief from any court of competent jurisdiction.

24. GOVERNING LAW

24.1 These Terms of Service, and any action related thereto, are governed by and construed in accordance with the laws of South Africa and you irrevocably submit to the exclusive jurisdiction of the courts in that State or location.

25. GENERAL

25.1 Your rights and obligations under the Terms of Service are not assignable or transferable and cannot be sublicensed to another party by you except with IOTI's prior written consent. IOTI may transfer, assign or subcontract any of its rights and obligations under the Terms of Service without consent.

25.2 No agency, partnership, joint venture, or employment is created as a result of your use of IOTI. You do not have authority to bind IOTI in any respect.

25.3 We reserve the right, at our sole discretion, to update, modify or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

26. CONTACT INFORMATION

26.1 If you have any questions about these Terms or the Services, please contact IOTI at hello@ioti.mobi or +27 (69) 111-1000.

Draft prepared: August 2026 — pending legal review and formal approval.