



TERMS AND CONDITIONS

FleetManIoT.com

Effective Date: 18 September 2026

These Terms and Conditions ("Terms", "Agreement" or "Terms and Conditions") govern access to and use of the FleetManIoT website, software, applications, platforms, products, hardware, telecommunications services, data services and related services provided through or in connection with **FleetManIoT** ("FleetManIoT", "we", "us", "our" or "the Company").

By accessing, browsing, registering for, purchasing, subscribing to or using any part of the FleetManIoT website, platform, software, hardware or services, you ("User", "Customer", "you" or "your") acknowledge that you have read, understood and agreed to be bound by these Terms.

If you do not agree to these Terms, you must not access or use the FleetManIoT website, platform or services.

1. DEFINITIONS

For purposes of these Terms:

"Company" means FleetManIoT and/or the legal entity that owns, operates, licenses or provides the FleetManIoT website, platform, products or services.

"Customer" means any person, company, organisation or other entity that accesses, purchases, subscribes to or uses the Services.

"Device" means any GPS tracker, telematics device, fuel-monitoring device, sensor, RFID device, flow meter, electronic equipment or other hardware supplied, sold, leased or supported by FleetManIoT.

"Data" means any information collected, transmitted, processed, displayed or stored through the Services, including GPS, location, vehicle, fuel, driver, operational, sensor, usage, diagnostic and system information.

"Platform" means the FleetManIoT software, web application, mobile application, dashboard, API, database and associated technology.

"Services" means all products and services provided by FleetManIOT, including fleet management, vehicle tracking, fuel management, telematics, reporting, monitoring, alerts, analytics, hardware, software, connectivity and support services.

"Third Party Services" means any service, network, application, hardware, telecommunications provider, hosting provider, mapping provider, payment provider, satellite/GPS service, mobile network or other service not directly controlled by FleetManIOT.

"User Content" means information, records, documents, vehicle information, driver information, images, data or other material uploaded, transmitted or submitted by the Customer or its authorised users.

2. ACCEPTANCE OF THESE TERMS

2.1 By using the Website or Services, you agree to these Terms.

2.2 If you are using the Services on behalf of a company, employer, partnership, trust, organisation or other legal entity, you warrant that you have authority to bind that entity to these Terms.

2.3 FleetManIOT may amend these Terms from time to time. Updated Terms may be published on the Website and may become effective upon publication unless otherwise stated.

2.4 Continued use of the Services following publication of amended Terms constitutes acceptance of the amended Terms, to the extent permitted by applicable law.

3. NATURE OF THE SERVICES

3.1 FleetManIOT provides technology intended to assist Customers with fleet management, vehicle monitoring, fuel management, asset monitoring, reporting, tracking and related operational functions.

3.2 FleetManIOT is a technology provider and does not take responsibility for the physical operation, management, supervision or control of any vehicle, driver, machine, employee, contractor, fuel station, asset or fleet.

3.3 The Services are intended to provide information and tools to assist Customers in making their own operational decisions.

3.4 FleetManIOT does not guarantee that use of the Services will prevent:

- theft;
- fuel theft;
- fraud;
- unauthorised vehicle use;
- accidents;

- misuse;
- breakdowns;
- losses;
- damage;
- employee misconduct;
- contractor misconduct;
- unauthorised access;
- vehicle recovery;
- asset loss; or
- any other incident.

3.5 The Customer remains solely responsible for the management, supervision, security and operation of its vehicles, assets, personnel and business.

4. NO GUARANTEE OF ACCURACY

4.1 Information displayed by the Services may originate from GPS satellites, cellular networks, sensors, vehicle electronics, third-party systems, manually entered information or other sources.

4.2 Although FleetManIOT may take reasonable steps to provide reliable information, FleetManIOT does not warrant that any information will always be:

- accurate;
- complete;
- current;
- uninterrupted;
- available;
- error-free;
- timely;
- suitable for a particular purpose; or
- suitable for reliance in critical operational decisions.

4.3 GPS positioning may be affected by buildings, underground locations, weather, atmospheric conditions, satellite availability, signal obstruction, equipment malfunction and other factors.

4.4 Fuel measurements may be affected by tank shape, installation, calibration, vehicle movement, temperature, sensor accuracy, electrical interference, fuel characteristics and other factors.

4.5 Cellular communications may be interrupted or unavailable due to network coverage, network congestion, infrastructure failure, roaming restrictions, SIM-card issues, telecommunications outages or circumstances outside FleetManIOT's control.

4.6 The Customer must independently verify information before relying upon it where an error could result in financial loss, safety risk, operational disruption or other material consequences.

5. NO GUARANTEE OF THEFT PREVENTION OR RECOVERY

5.1 FleetManIOT does not represent or warrant that the Services will prevent, detect or recover stolen vehicles, fuel, equipment or other assets.

5.2 Alerts, notifications or tracking information may be delayed, unavailable, inaccurate or incomplete.

5.3 FleetManIOT does not guarantee that law enforcement, security companies, recovery companies, insurance companies or other third parties will act upon information supplied through the Services.

5.4 The Customer remains solely responsible for its security procedures, physical security, insurance arrangements, access controls and theft-prevention measures.

6. HARDWARE

6.1 Hardware may be supplied directly by FleetManIOT or by third-party manufacturers or suppliers.

6.2 Hardware performance may be affected by installation, vehicle wiring, environmental conditions, electrical systems, tampering, physical damage, incorrect installation, vehicle modifications, network availability and other circumstances.

6.3 FleetManIOT shall not be responsible for damage to a vehicle, machine, electrical system, fuel system or other property arising from installation, modification, misuse, tampering, incorrect installation or third-party work, except to the extent liability cannot lawfully be excluded.

6.4 Customers must ensure that hardware is installed by appropriately qualified persons where required.

6.5 FleetManIOT does not guarantee that hardware will remain compatible with every vehicle, operating system, telecommunications network or third-party system indefinitely.

7. SOFTWARE AND PLATFORM AVAILABILITY

7.1 The Platform is provided on an "AS IS" and "AS AVAILABLE" basis to the maximum extent permitted by law.

7.2 FleetManIOT does not guarantee uninterrupted or continuous availability of the Platform.

7.3 The Platform may occasionally be unavailable due to:

- maintenance;
- upgrades;
- technical faults;
- hosting failures;
- telecommunications failures;
- cyber incidents;
- power failures;
- software defects;
- third-party service failures;
- network outages;
- force majeure events; or
- other circumstances beyond FleetManIOT's reasonable control.

7.4 FleetManIOT reserves the right to modify, suspend or discontinue any feature, functionality or component of the Platform.

8. THIRD-PARTY SERVICES

8.1 The Services may depend upon third-party services, including cellular networks, GPS, mapping services, cloud hosting, payment providers, SMS providers, email providers, telecommunications providers and other technology providers.

8.2 FleetManIOT does not control third-party services.

8.3 FleetManIOT shall not be responsible for any failure, interruption, delay, inaccuracy or unavailability caused by a third-party service.

8.4 The Customer acknowledges that third-party services may have their own terms, conditions, privacy policies and limitations.

9. CUSTOMER RESPONSIBILITIES

The Customer is responsible for:

- 9.1 maintaining accurate account information;
 - 9.2 protecting usernames, passwords, authentication credentials and access tokens;
 - 9.3 restricting access to authorised persons;
 - 9.4 ensuring that its users comply with these Terms;
 - 9.5 ensuring that vehicles and assets are properly maintained;
 - 9.6 ensuring that Devices are correctly installed and maintained;
 - 9.7 ensuring that all required consents, notices and permissions relating to tracking, monitoring and processing of information have been obtained;
 - 9.8 ensuring compliance with applicable laws;
 - 9.9 maintaining appropriate insurance;
 - 9.10 maintaining appropriate backup systems and operational procedures; and
 - 9.11 independently verifying critical information.
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10. DRIVER AND EMPLOYEE MONITORING

10.1 Where the Services are used to monitor employees, drivers, contractors or other individuals, the Customer is solely responsible for determining whether such monitoring is lawful.

10.2 The Customer is responsible for obtaining all required notices, consents, permissions and authorisations.

10.3 FleetManIOT does not provide legal advice regarding employment law, privacy law, labour law or monitoring requirements.

10.4 The Customer indemnifies FleetManIOT against claims arising from the Customer's unlawful monitoring, collection, use or disclosure of information relating to its employees, drivers, contractors or other persons, subject to applicable law.

11. CUSTOMER DATA

11.1 The Customer retains responsibility for the legality, accuracy and integrity of User Content.

11.2 The Customer grants FleetManIOT the limited rights reasonably necessary to process, transmit, store, analyse and display User Content for purposes of providing the Services.

11.3 FleetManIOT may use aggregated, anonymised or de-identified information for purposes including system improvement, analytics, statistics, research, security and development, provided such use complies with applicable law.

11.4 The Customer must maintain appropriate backups of important information.

11.5 FleetManIOT does not guarantee permanent retention of Customer Data unless expressly agreed in writing.

12. PRIVACY AND DATA PROTECTION

12.1 FleetManIOT will process personal information in accordance with its applicable Privacy Policy and applicable data protection legislation.

12.2 Where South African law applies, processing of personal information may be subject to the Protection of Personal Information Act 4 of 2013 ("POPIA").

12.3 Customers remain responsible for ensuring that their collection and use of personal information through the Services complies with applicable law.

12.4 Where FleetManIOT processes information on behalf of a Customer, the parties may enter into additional data-processing terms where required.

13. INTELLECTUAL PROPERTY

13.1 All intellectual property rights in the Website, Platform, software, designs, trademarks, logos, source code, databases, documentation and related technology are owned by or licensed to FleetManIOT.

13.2 Nothing in these Terms transfers ownership of FleetManIOT intellectual property to the Customer.

13.3 The Customer may not:

- copy the software;
- reverse engineer the Platform;
- decompile or disassemble software;
- reproduce the Platform;
- create derivative works;
- bypass security controls;
- access source code;
- resell the Platform without authorisation; or
- use FleetManIOT intellectual property except as expressly permitted.

14. USER ACCOUNTS

14.1 Customers are responsible for all activity occurring through their accounts.

14.2 Customers must immediately notify FleetManIOT of suspected unauthorised access.

14.3 FleetManIOT is not responsible for losses arising from compromised credentials where the compromise results from the Customer's failure to maintain appropriate security.

15. PROHIBITED USE

Users may not use the Services:

15.1 for unlawful purposes;

15.2 to interfere with or damage the Platform;

15.3 to introduce malicious software;

15.4 to attempt unauthorised access;

15.5 to reverse engineer the Platform;

15.6 to infringe intellectual property rights;

15.7 to transmit unlawful or malicious material;

15.8 to circumvent security mechanisms; or

15.9 in any manner that could damage FleetManIOT, its infrastructure or other users.

16. FEES AND PAYMENT

16.1 Fees for Services are as specified in the applicable quotation, order, subscription or commercial agreement.

16.2 Unless otherwise agreed, fees are payable according to the applicable invoice or subscription terms.

16.3 FleetManIOT may suspend Services where amounts remain unpaid, subject to applicable law and the applicable commercial agreement.

16.4 Fees may be changed upon reasonable notice.

16.5 Customer remains responsible for applicable taxes, duties, levies and charges.

17. DISCLAIMERS

To the maximum extent permitted by applicable law:

17.1 The Website, Platform, Devices, information and Services are provided "AS IS", "AS AVAILABLE" and without warranties except where expressly provided in writing.

17.2 FleetManIOT disclaims all implied warranties and representations, including warranties relating to:

- accuracy;
- availability;
- reliability;
- fitness for a particular purpose;
- merchantability;
- compatibility;
- uninterrupted operation;
- security;
- non-infringement;
- completeness; and
- suitability for the Customer's particular requirements.

17.3 No information provided by FleetManIOT constitutes legal, financial, accounting, tax, insurance, employment, safety or professional advice.

17.4 Customers should obtain independent professional advice where appropriate.

18. LIMITATION OF LIABILITY

IMPORTANT LIABILITY PROVISION

18.1 To the maximum extent permitted by applicable law, FleetManIOT, its owners, shareholders, directors, officers, employees, contractors, consultants, agents, affiliates, licensors, suppliers and service providers ("Protected Parties") shall not be liable for any loss, damage, cost, claim, expense or liability arising from or relating to:

- use or inability to use the Services;
- inaccurate GPS information;
- inaccurate fuel measurements;
- delayed notifications;
- missed notifications;

- system downtime;
- telecommunications failure;
- GPS failure;
- hardware failure;
- software failure;
- third-party service failure;
- vehicle theft;
- fuel theft;
- fraud;
- unauthorised vehicle use;
- vehicle accidents;
- vehicle damage;
- loss of business;
- loss of profits;
- loss of revenue;
- loss of contracts;
- loss of anticipated savings;
- loss of goodwill;
- loss of data;
- business interruption;
- consequential loss;
- indirect loss;
- incidental loss;
- special damages; or
- punitive or exemplary damages.

18.2 To the maximum extent permitted by law, FleetManIOT's aggregate liability arising from or relating to the Services shall not exceed the amount actually paid by the Customer to FleetManIOT for the specific Services giving rise to the claim during the **12 months immediately preceding the event giving rise to the claim.**

18.3 Where no amount has been paid for the relevant Services, FleetManIOT's aggregate liability shall, to the maximum extent permitted by law, be limited to the direct damages actually proven and shall not include indirect or consequential damages.

18.4 The limitations in this section apply regardless of whether a claim is based on contract, delict/tort, negligence, statute, warranty, strict liability or any other legal theory.

18.5 Nothing in these Terms is intended to exclude or limit liability to the extent that such exclusion or limitation is prohibited by applicable law.

18.6 Nothing in these Terms excludes any liability that cannot lawfully be excluded.

19. EXCLUSION OF LIABILITY OF OWNERS AND INDIVIDUALS

19.1 To the fullest extent permitted by law, no shareholder, owner, director, member, manager, officer, employee or individual associated with FleetManIOT shall have personal liability for obligations, claims, losses or damages arising from the Services where such liability would otherwise arise solely by reason of that person's relationship with FleetManIOT.

19.2 Any claim relating to the Services must, where legally permissible, be brought against the contracting FleetManIOT legal entity and not against its shareholders, owners, directors, officers, employees or individual representatives.

19.3 The Customer agrees that it will not seek to hold any individual owner, shareholder, director, employee, contractor or representative personally liable for obligations properly attributable to the Company.

19.4 Nothing in this clause excludes liability that cannot legally be excluded, including liability arising from circumstances where applicable law prohibits such exclusion.

20. INDEMNITY

20.1 To the maximum extent permitted by law, the Customer indemnifies and holds harmless FleetManIOT and the Protected Parties from claims, losses, damages, liabilities, costs and expenses arising from:

- the Customer's use of the Services;
- breach of these Terms;
- unlawful use of the Services;
- infringement of third-party rights;
- unlawful monitoring or tracking;
- unlawful processing of personal information;
- inaccurate Customer information;
- acts or omissions of Customer personnel;
- acts or omissions of Customer contractors;
- misuse of Devices;

- unauthorised access caused by the Customer;
- failure to maintain account security; or
- claims brought by third parties arising from the Customer's use of the Services.

20.2 This indemnity includes reasonable legal costs and expenses to the extent permitted by law.

21. FORCE MAJEURE

FleetManIOT shall not be liable for failure or delay caused by circumstances beyond its reasonable control, including:

- natural disasters;
 - floods;
 - fires;
 - storms;
 - earthquakes;
 - war;
 - terrorism;
 - civil unrest;
 - strikes;
 - labour disputes;
 - government action;
 - telecommunications failures;
 - Internet failures;
 - power failures;
 - satellite failures;
 - cellular network failures;
 - cyberattacks;
 - infrastructure failures;
 - pandemics;
 - supplier failures; or
 - other events beyond FleetManIOT's reasonable control.
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22. SECURITY

22.1 FleetManIOT may implement commercially reasonable security measures.

22.2 No Internet-connected system can be guaranteed to be completely secure.

22.3 FleetManIOT does not warrant that the Website or Platform will be immune from hacking, malware, denial-of-service attacks, data breaches or other security incidents.

22.4 Customers are responsible for maintaining appropriate security of their own devices, networks, passwords and systems.

23. THIRD-PARTY LINKS

The Website may contain links to third-party websites.

FleetManIOT does not control those websites and does not accept responsibility for their content, security, availability, privacy practices or services.

Access to third-party websites is entirely at the user's own risk.

24. SUSPENSION AND TERMINATION

24.1 FleetManIOT may suspend or terminate access where:

- the Customer breaches these Terms;
- fees remain unpaid;
- the Services are being misused;
- security is threatened;
- required by law;
- continued use creates a risk to FleetManIOT or another user; or
- the relevant commercial agreement permits termination.

24.2 Upon termination, access to the Platform may cease immediately, subject to applicable law and the relevant agreement.

24.3 Clauses concerning intellectual property, confidentiality, liability, indemnification, payment obligations and dispute resolution survive termination.

25. BACKUPS AND DATA RETENTION

25.1 Customers should maintain independent copies of critical information.

25.2 FleetManIOT shall not be responsible for permanent preservation of Customer Data unless expressly agreed in writing.

25.3 Data may be deleted, archived or anonymised in accordance with FleetManIOT's data-retention practices and applicable law.

26. NO PROFESSIONAL OR EMERGENCY SERVICE

26.1 FleetManIOT is not an emergency-response service.

26.2 FleetManIOT does not guarantee that an alert will be received, transmitted, displayed or acted upon in sufficient time to prevent loss or damage.

26.3 The Services must not be relied upon as the sole means of protecting persons, vehicles, property, fuel or other assets.

26.4 In an emergency, users must contact the appropriate emergency or security services directly.

27. CUSTOMER'S INDEPENDENT RESPONSIBILITY

The Customer acknowledges that:

27.1 it has independently assessed whether the Services are suitable for its requirements;

27.2 it has not relied solely upon statements made by FleetManIOT regarding expected financial, operational or security benefits;

27.3 it remains responsible for its own business decisions;

27.4 it remains responsible for insurance;

27.5 it remains responsible for vehicle and asset security;

27.6 it remains responsible for legal compliance; and

27.7 it understands that technology is not infallible.

28. CONFIDENTIALITY

Each party shall take reasonable steps to protect confidential information received from the other party.

This obligation does not apply to information that:

- is publicly available;
 - was lawfully known before disclosure;
 - is independently developed;
 - is lawfully obtained from another source; or
 - must be disclosed by law or lawful authority.
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29. WEBSITE CONTENT

29.1 FleetManIOT attempts to maintain accurate Website content but does not guarantee that all information is complete, accurate or current.

29.2 Product specifications, pricing, availability and features may change without notice.

29.3 Images are illustrative unless expressly stated otherwise.

29.4 Website content must not be regarded as a binding offer unless expressly stated.

30. ELECTRONIC COMMUNICATIONS

30.1 Electronic communications may be used for communications between FleetManIOT and Customers.

30.2 Customers acknowledge that electronic communications may be subject to delays, interception, corruption, transmission errors or technical failure.

30.3 FleetManIOT shall not be responsible for losses resulting from electronic communications failures except to the extent such liability cannot lawfully be excluded.

31. POPIA AND DATA PROTECTION

31.1 Where applicable, the parties shall comply with the Protection of Personal Information Act 4 of 2013 and other applicable privacy legislation.

31.2 The FleetManIOT Privacy Policy forms part of these Terms.

31.3 Where there is a conflict between these Terms and a specific written data-processing agreement, the data-processing agreement shall govern to the extent of the conflict.

32. CONSUMER PROTECTION

32.1 Nothing in these Terms is intended to exclude, restrict or waive any right or protection that cannot lawfully be excluded under applicable consumer-protection legislation.

32.2 Where the Consumer Protection Act 68 of 2008 applies, provisions of that legislation shall apply to the extent required by law.

32.3 Where a limitation, exclusion, assumption of risk or indemnity is required by applicable law to be specifically brought to the Customer's attention, FleetManIOT may do so through appropriate notices, acceptance mechanisms or other legally compliant procedures.

33. SEVERABILITY

If any provision of these Terms is found to be invalid, unlawful or unenforceable, that provision shall be severed or modified to the minimum extent necessary and the remaining provisions shall continue in full force and effect.

34. NO WAIVER

Failure by FleetManIOT to enforce any provision of these Terms shall not constitute a waiver of its right to enforce that provision subsequently.

35. ENTIRE AGREEMENT

These Terms, together with any applicable quotation, order form, subscription agreement, service agreement, privacy policy and other written agreement expressly incorporated into the Services, constitute the agreement between FleetManIOT and the Customer concerning the relevant Services.

36. GOVERNING LAW

Unless otherwise required by applicable law, these Terms shall be governed by the laws of the **Republic of South Africa**.

The parties submit to the jurisdiction of the courts of South Africa having jurisdiction over the relevant dispute, subject to any mandatory jurisdictional rights provided by applicable law.

37. DISPUTE RESOLUTION

37.1 The parties should first attempt to resolve disputes through good-faith discussions.

37.2 Nothing in this clause prevents a party from seeking urgent or interim relief from a court where appropriate.

37.3 Any dispute-resolution process shall be subject to applicable legislation and the rights of consumers that cannot legally be waived.

38. CHANGES TO SERVICES

FleetManIOT may modify, upgrade, replace or discontinue features or components of the Services from time to time.

Where commercially reasonable, FleetManIOT will provide notice of material changes.

39. ASSIGNMENT

The Customer may not transfer its rights or obligations under these Terms without FleetManIOT's prior written consent, except where otherwise permitted by law.

FleetManIOT may assign or transfer its rights and obligations to an affiliated entity, successor, purchaser or other entity as part of a corporate restructuring, sale or transfer of the relevant business or assets.

40. NOTICES

Notices may be delivered by email, through the Platform, by publication on the Website or by another commercially reasonable method.

Customers are responsible for maintaining accurate contact information.

41. CONTACT DETAILS

For questions concerning these Terms, please contact:

FleetManIOT

Website: <https://fleetmaniot.com>

Email: admin@fleetmaniot.com

42. IMPORTANT CUSTOMER ACKNOWLEDGEMENT

By using FleetManIOT, the Customer expressly acknowledges that:

- (a) technology can fail;
 - (b) GPS information can be inaccurate or unavailable;
 - (c) telecommunications networks can fail;
 - (d) hardware can malfunction;
 - (e) software can contain errors;
 - (f) alerts can be delayed or not received;
 - (g) FleetManIOT cannot guarantee prevention or recovery of theft, fraud, fuel loss or other losses;
 - (h) the Customer remains responsible for its vehicles, assets, personnel and security;
 - (i) the Customer must maintain appropriate insurance and alternative operational procedures; and
 - (j) to the maximum extent permitted by law, FleetManIOT and the Protected Parties shall not be liable for indirect, consequential, incidental, special or punitive losses arising from use of the Services.
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43. ACCEPTANCE

By clicking "I Accept", creating an account, purchasing a product or service, accessing the Platform, installing or using FleetManIOT equipment, or otherwise using the Services, the Customer confirms that it has had an opportunity to read these Terms and agrees to be bound by them.

END OF TERMS AND CONDITIONS