

PLATFORM TERMS AND CONDITIONS

1. Introduction

1.1. These Platform Terms and Conditions (“**Platform T’s and C’s**”) comprise of the user agreement between you and uConnect Proprietary Limited (“**uConnect**”, also referred to as “**we**”, “**our**” and “**us**”) and regulates all of the associated interactions we have with you in relation to our website, campaign websites, web-applications, mobile applications and channels of communication (“**Platforms**”), including but not limited to:

1.1.1. your access to and use of the functions available on our Platforms, including but not limited to:

1.1.1.1. the purchase of and application for airtime, data, voice minutes, SMSs and any other value-added service or additional product that we may offer from time to time (collectively referred to as our “**Products**”);

1.1.1.2. reviewing your account with us, including your balances and billing information;

1.1.1.3. our payment functionality;

1.1.1.4. information pertaining to our Products;

1.1.1.5. participating in our campaigns, competitions and promotions, which we run from time-to-time; and

1.1.1.6. communicating with our customer services department (collectively referred to as our “**Services**”).

1.1.2. our processing and sharing of your information for you to access our Services, as well as to enable us to provide such Services to you.

1.2. **Your continued use of our Platforms is at your own risk and will represent your agreement to be bound by these Platform T’s and C’s.**

1.3. We reserve the right to amend these Platform T’s and C’s at any time, and such changes will become effective upon such changes being posted to any of our Platforms. We therefore recommend that when you make use of our Platforms, you regularly read our Platform T’s and C’s.

1.4. Should it be applicable, your attention is drawn to the clauses (in **bold**) which:

1.4.1. limit in any way our risk or liability or that of any other person;

1.4.2. constitute an assumption of risk or liability by you;

1.4.3. impose an obligation on you to indemnify us or any other person for any cause; or

1.4.4. constitute an acknowledgement of any fact by you.

1.5. These Platform T’s and C’s should be read with other terms and conditions which may become applicable to your relationship with us, such as:

1.5.1. the [Privacy Policy](#) and [Cookie Policy](#) which regulate how we process your personal information;

1.5.2. our [Subscriber Terms and Conditions](#) which regulates your purchase and use of our Products; and

1.5.3. the terms and conditions for our campaigns, competitions and promotions as communicated by us from time to time.

1.6. In these Platform T’s and C’s, if a singular word is used, it may include the plural and if a “legal entity” is referred to it includes any entity that is seen in law as a separate legal person, such as a company, body corporate, a partnership, an association, and a trust, if applicable.

2. The use of our Platforms

2.1. General

2.1.1. You may only access and use our Platforms within the confines of these Platform T’s and C’s and any terms and conditions incorporated herein by reference.

2.1.2. By accessing our Platforms, you warrant that you are of legal age and have the necessary legal capacity to enter into and be bound by these Platform T’s and C’s. If not, then you may only access our Platforms with the supervision and consent of your parent or legal guardian. Your parent or legal guardian agree to then be bound to these Platform T’s and C’s and liable and responsible for you and all your obligations set out hereunder.

2.1.3. Where you act on behalf of a legal entity, you warrant that you have the necessary authority and capacity to bind them to these Platform T’s and C’s.

2.2. Your profile

2.2.1. To access and use any of our Platforms or Services, you may be required to set-up a profile. You must keep your access details (including, your username and password) confidential and not allow other people to use it. **You accept full responsibility for all activities that occur under your access details and accept responsibility for sharing these details.**

2.2.2. You also agree that any use of your access details will be regarded as if you were the person using such information.

2.2.3. To use our Services, you may need to disclose certain personal information. It is always in your best interest to keep this information accurate, current and complete and as such, you guarantee:

2.2.3.1. that all personal information provided to us on any of our Platforms will be true, accurate, current and correct;

2.2.3.2. you will update your personal information regularly, as well as if and when required; and

2.2.3.3. you have fully disclosed all facts.

2.2.4. You may visit certain Platforms without the need of a profile or without providing any personal information. Our servers may in

such instances collect the IP address of your computer or other electronic device, but not your name, phone number, email address, or any other distinguishing information. This information is aggregated to measure the number of visits, average time spent on our website, pages viewed, etc. We use this information to determine the use of our Platforms and Services. We assume no obligation to protect this information and may process such information without limitation.

2.3. Limitations of use:

2.3.1. You agree not to:

2.3.2. use, reproduce, adapt, distribute, publish or in any other way deal or interfere with our Platforms or their content;

2.3.3. establish a hyperlink, frame, metatag, similar reference, whether electronically or otherwise, or any other reference to our Platforms without our prior consent;

2.3.4. use our Platforms to process personal information of third parties;

2.3.5. violate the privacy of any person in order to, or attempt to, gain unauthorised access to us or our Services through our Platforms, including, but without limitation through hacking, password mining or any other means;

2.3.6. use our Platforms and Services to engage in any illegal or unlawful activity;

2.3.7. post content on our Platforms that is not related to our Services, is illegal, unlawful, obscene, defamatory, discriminatory, disparaging of others, derogatory, inflammatory, harassing, insulting, offensive or likely to promote violence or hatred against others or that contains abusive, offensive or profane language;

2.3.8. employ automated electronic or mechanical processes designed to negatively affect the performance and our provision of our Platforms and our Services;

2.3.9. utilise our Platforms in a manner which disrupts our normal operations;

2.3.10. attempt to gain unauthorised access to our programming, coding or infrastructure; or

2.3.11. circumvent, disable or otherwise interfere with security related features or features that prevent or restrict the use or enforce limitations on the use of our Platforms.

2.3.12. We reserve the right to disable your profile and/or limit your access should there be a violation of these Platform T's and C's.

3. Communications with you

3.1. General:

3.1.1. When you make use of any of our Platforms or become our customer, **you opt-in to the use of various electronic communication channels, including email, SMS or WhatsApp.** All information records that you send to us using any of our Platforms may be stored electronically by us, as well as the providers of the relevant electronic communication channel, for example WhatsApp.

3.1.2. Although we take all reasonable steps to protect your information and maintain confidentiality, we cannot guarantee the security or integrity of any information you transmit to us online. We take reasonable steps to ensure that any third parties with whom your information is stored are bound by acceptable confidentiality obligations, however, it is your responsibility to familiarise yourself with our Privacy Policy and the relevant privacy policy of the third party digital service provider.

3.1.3. Your access and use of any third party digital service is subject to the terms and conditions applicable thereto, and you agree that you do this at your own risk.

3.1.4. Any electronic communication, including email, SMS, WhatsApp, telephonic messages or mobile push notifications, sent to you will be considered as having been received by you when such communication is sent, unless the contrary is proven. As such, it is your responsibility to provide, at your own expense, any access to the internet, data or any required devices for purposes of such electronic communication. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirements for such communications to be in writing.

3.1.5. Should you not wish to communicate with us via any specific Platform, you may opt-out and change your communication preferences by contacting us at support@uconnect.co.za.

3.2. Phishing and spoofing:

3.2.1. Please take special note that if you receive any unsolicited communication, including electronic communication that appears to be from us and that requests you to provide your information (such as any financial information, credit card number, username or password), or that asks you to verify and/or confirm your information by clicking on a link, it is most likely that such communication was sent by someone who has sinister intentions or is attempting to gain access to your information illegally.

3.2.2. **We do not ask for this type of information by means of electronic communications and as such we ask you not to respond to these types of communications or click on any link.** Doing so will place

you and your information at risk and we will not be held responsible for any consequences resulting from your response to any such communication. Should you receive such communication, please immediately report it to support@uconnect.co.za.

4. Third party products and services

- 4.1. At our discretion, our Platforms may include references to or facilitate access to products offered or services rendered by third parties and provide links to their websites and/or web-applications (collectively referred to as “Sites”). These third parties have separate and independent terms and conditions and privacy policies applicable to their Sites. You agree that you access and use these Sites at your own risk, therefore, we suggest that you read and understand these policies of the Sites.
- 4.2. When you install, download and use any of our Platforms, you may be required to accept additional terms and conditions, as well as the end-user license agreement (“EULA”) of certain third parties. While the EULA of a third party supplier is independent from these T’s and C’s and establishes a separate legal relationship which you are bound by, you agree that our Platform T’s and C’s along with any third party terms and conditions and EULA shall apply to your use of our Platforms.
- 4.3. **We will bear no responsibility or liability for any direct or indirect special, consequential or other damage of any kind whatsoever suffered or incurred:**
 - 4.3.1. for the products offered or services rendered by such third parties, or the content and services provided through or by means of their respective Sites, regardless of whether such Sites bear our corporate branding or not; and
 - 4.3.2. relating to the use of, or the inability to access or use the third party services, products or Sites, even if we are expressly advised thereof.
- 4.4. We make no warranties or representations whatsoever regarding the products offered or services rendered by any third party or the content or activities of such Sites.
- 4.5. These third parties sometimes use technology to send (or ‘serve’) advertisements that appear on the Site directly to your browser. They automatically receive your IP-address when this happens. They may also use cookies, JavaScript, web beacons (also known as action tags or single-pixel gifs), and other technologies to measure the effectiveness of their advertisements and to personalise advertising content to users. We do not have access to or control over cookies or other features that such third parties may use, and the information processing practices of the third parties are not covered by these Platform T’s and C’s.

5. Intellectual property rights

- 5.1. All content made available on our Platforms and through the use of our services (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and where applicable software) belongs to us or is alternatively used pursuant to a licensing agreement concluded between us and the third party proprietor of such content. Any unauthorised use, alteration or dissemination of the information or content published by us is strictly prohibited.
- 5.2. You expressly acknowledge that no content or information displayed on any Platforms may be regarded or construed as granting any licence or right to any third party, including to you, to use any trademark without our prior written consent and approval.
- 5.3. You are permitted to download a copy of certain information on our Platforms to your personal device, for your personal use only and provided that you do not delete or change any copyright symbol, trademark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights. Except as permitted under applicable intellectual property legislation, you are not permitted to:
 - 5.4. copy, reproduce, republish, distribute or display any of the information on our Platforms, without our prior written permission;
 - 5.5. use any data mining robots or other extraction tools; or
 - 5.6. metatag or mirror any of our Platforms without our prior written permission.
- 5.7. We reserve the right to serve you with a notice if we become aware of your metatag or mirror our Platforms without our prior written permission and we reserve the right to take appropriate legal steps in order to protect and enforce our rights.
- 5.8. Although we have deployed reasonable technical and organisational measures to protect the information on our Platforms, from time to time, you acknowledge that we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information from our Platforms.
- 5.9. The copyright to all content published, including applets, graphics, images, layouts and text, belongs to us or we have a licence to use those materials.
- 5.10. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on our Platforms are either owned by us or we have a licence to use them. Your access to our Platforms does not license you to use those marks in any commercial way without our prior written permission.
- 5.11. Any comment, feedback, idea or suggestion (“Comments”) which you provide to us through our Platforms becomes our property. If in future

we use your Comments in promoting our Platforms or services, we will not be liable for any similarities which may appear from such use. Furthermore, by providing us with Comments **you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.** If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

6. Breach:

6.1. We consider the following prohibited activities as **material breaches** of these Platform T's and C's:

- 6.1.1. signing into any of our Platforms as, or pretending to be, another person;
- 6.1.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
- 6.1.3. using the services in a way that is intended to harm, or could result in harm, to you or to other users of our Platforms; or
- 6.1.4. gathering information about others without obtaining their prior written consent.

6.2. Should you engage in any of the above prohibited activities, or breach any of the provisions of these T's and C's, we will be entitled, without prejudice to any other rights we may have and without prior notice to you, to:

- 6.2.1. terminate or suspend your access to and use of our Platforms and the services;
- 6.2.2. restrict or limit the use of our Platforms;
- 6.2.3. recover all costs and damages due to us; and
- 6.2.4. pursue any other legal recourse necessary.

7. Limitation of liability

- 7.1. You expressly acknowledge and agree that the applicable laws governing us will at all times be applicable to our Services and our Platforms.
- 7.2. Our Platforms and all content on the Platforms, including any current or future offer of products or services, are provided on an "as is" basis and may include inaccuracies or typographical errors. We make no warranty or representation as to the availability, accuracy or completeness thereof. Neither us nor our affiliates, directors, prescribed officers, agents or assigns will be held responsible for any direct or indirect special, consequential or other damages of any kind whatsoever suffered or incurred, related to the use of, or the inability to access or use the content or Platforms, or any functionality thereof, or of any linked website, even if we are expressly advised thereof.

7.3. Neither you or any other person will have any claim against us for any direct, consequential, incidental, indirect or special loss or damages, including, without limitation, business interruption, loss of business information, loss of information or other pecuniary loss, arising from the unavailability of the services, regardless of whether such claim is based on breach of contract, delict, breach of implied warranties or otherwise and even if the possibility of such loss or damages could have been foreseen or if we were negligent.

7.4. We therefore do not guarantee that the Platform, the information, content, tools or materials included on the Platforms, our servers or that of any electronic communications sent by us will be free from viruses or other harmful components. We will not be liable for any damages of any kind arising from your use of the Platforms, our Services or from any information, content, tools or materials included on or otherwise made available to you through the Platforms, including for direct, incidental, punitive and/or consequential damages.

7.5. Although we are committed to providing you with the best possible Service, we will not be responsible for:

- 7.5.1. any links to Sites accessed from our Platforms as we cannot control the content of, or the products/services offered on any Sites;
- 7.5.2. a denial of access to the Platforms or the Services, should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the Platforms or place us in disrepute; and
- 7.5.3. your reliance on any of the products, services, information, content, tools or materials that you obtain or gain access to from the Platforms.

8. Indemnity

- 8.1. **By accessing and/or engaging with our Platforms and/or using the services, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our Platforms and/or the Services.**
- 8.2. All Services provided through the Platforms are subject to the terms and conditions relating to them, at the time of finalising any transactions.

9. Disclaimers

- 9.1. While we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose. To the extent permitted by law, any condition or warranty which would otherwise be implied into these Platform T's and C's is excluded.

- 9.2. We also take all due care in ensuring that our Platforms are free of any viruses, worms, Trojan horses and/or malware, however, we are not responsible for any damage to your devices which arise in connection with your use of our Platforms or any linked Site.
- 9.3. The display of content via our Platforms may differ depending on the device you are using and you acknowledge and agree that we shall not be responsible for any display issues or incompatibility with certain devices.
- 9.4. We have taken all reasonable steps to ensure the uptime of our Platforms, however, there may be downtime from time to time due to maintenance and upgrade issues. We will not be liable if any Platforms become unavailable for any reason. Where possible we will provide warnings for planned downtime.

10. Governing law

- 10.1. Our Platforms are controlled, operated and administered by us within the Republic of South Africa. Access to the Platforms from territories or countries where the use of the services provided through the Platforms is illegal, is prohibited.
- 10.2. You may not use our Platforms in violation of applicable South African laws and regulations. These Platform T's and C's will be governed by the laws of the Republic of South Africa. If any of the provisions of these Platform T's and C's are found by a court of competent jurisdiction to be invalid or unenforceable, that provision will be enforced to the maximum extent permissible so as to give effect to the intent of these Platform T's and C's, and the remainder of these Platform T's and C's will continue in full force and effect.

11. General

- 11.1. We reserve the right to make any changes or modification, as well as discontinue any aspect of our Platforms, its content or the services offered by or through the it at any time and without prior notice to you. No such change, suspension, modification or discontinuance will entitle you to any compensation or give rise to any liability whatsoever.
- 11.2. We reserve the right to occasionally restrict your access and/or use of our Platforms and/or Services to carry out repairs, maintenance or to introduce new functionality and/or Services. We do, however, endeavour to keep any disruption in the use of our Platforms to a minimum.

12. Our information and how to contact us

Company Name: uConnect Proprietary Limited, a wholly owned subsidiary of Ignition Telecoms Investments Proprietary Limited
Company Address: Gate 5, 1 Lucas Drive, Hillcrest, Durban, South Africa

Registration Number: 2011/005082/07

Mail: support@uconnect.co.za

Telephone Number: 086 10 10 003

13. Part 2: Privacy and Data Protection

13.1. Privacy policy

To ensure that our position in relation to our data protection and privacy compliance practices are clearly communicated to you, we ask that before you share any personal information with us that you read and acknowledge the terms of our Privacy Policy. In instances where we process certain personal information and such processing requires us to provide you with further information relating thereto, we will refer you to specific privacy notices which supplement the provisions of our Privacy Policy.

13.2. Cookie Policy

When providing the Services, we seek to make your access to such Services easy, useful and reliable. This sometimes involves placing small amounts of information on your device. These are called "cookies". These cookies cannot be used to identify you personally and are used to improve your access to, and use of, the Services. To learn more about our use of passive means of data processing, such as the use of cookies, please make sure that you read and acknowledge the terms of the Cookie Policy.

14. Part 3: Our products and services

The terms and conditions associated with you becoming our customer are set forth in our Subscriber Terms and Conditions. We have specific terms and conditions for certain airtime, voice, SMS and data products and services, which terms and conditions must be read with the Subscriber Terms and Conditions.

15. Part 4: Our competitions and promotions

- 15.1. From time-to-time, we will offer certain competitions and promotions ("Competitions"). These Competitions are subject to specific terms and conditions which regulate the following, including but not limited to:

- 15.1.1. who may enter;
- 15.1.2. how to enter;
- 15.1.3. how the Competition works;
- 15.1.4. the rules of the Competition;
- 15.1.5. the duration of Competition; and
- 15.1.6. the applicable prizes.

- 15.1.7. By entering or participating in any of the Competitions, you agree to be bound by the applicable terms and conditions available on our Platforms.