

FAIR USAGE POLICY

STANDARD UNLIMITED TALK PLAN

1. Application

- 1.1. This Fair Usage Policy ("**Policy**") outlines the terms and conditions governing the use of the Standard Unlimited Talk Plan ("**Plan**") provided by uConnect Proprietary Limited ("**us**", "**we**", and "**our**").
- 1.2. This Policy must be read with our [Subscriber Terms and Conditions](#) and our [Platform Terms and Conditions](#) (collectively referred to as "**uConnect Terms and Conditions**").
- 1.3. This Policy specifically relates to your usage of the Plan. Anything not provided for in this Policy can be found in the uConnect Terms and Conditions. In the event of any conflict between this Policy and the uConnect Terms and Conditions, this Policy will prevail.
- 1.4. This Policy does not replace any other agreements that exist between you and us.
- 1.5. We reserve our right to modify the Plan where reasonably required and you are bound to any current terms and conditions relating to this Plan. We reserve the right to amend this Policy without prior notice. However, our notification of these changes will be provided through our various platforms.
- 1.6. Your subscription to the Plan constitutes your acceptance of this Policy.

2. The Plan

- 2.1. Under this Plan, you (as a natural person) will be able to make unlimited, free personal voice calls for person-to-person communication, up to a duration of 30 minutes or less per call and subject to a fair usage cap of 3000 (three thousand) talk minutes per month ("**Usage Cap**").
- 2.2. The Plan will apply to all active subscribers for any voice calls (within the Usage Cap) made to any person on any local network within the borders of South Africa, at any time of the day including voicemail deposits.
- 2.3. Your Plan runs on a month-to-month basis and your premiums for the Plan are payable monthly, in advance. Upon our receipt of each monthly payment, your Plan will be loaded onto your SIM for your use (e.g. if your monthly premium is collected on 10th of each month, your Plan will run from 10th to 10th of each month, both days inclusive).
- 2.4. Your unused Plan benefits will expire at the end of the applicable Plan duration (i.e. if your Plan runs for 30 (thirty) days, then your unused Plan benefits will expire on the 31st day).
- 2.5. The premiums for this Plan and our rates for all our other products and services are provided for in our Subscriber Terms and Conditions.
- 2.6. The Plan may be terminated in terms clause 4 below as read with the termination and breach terms of the Subscriber Terms and Conditions.
- 2.7. **For you to benefit from the Plan and remain an active subscriber of the Plan, it is required that you strictly comply with the provisions of clause 3 below and make prompt payment of the applicable monthly premiums (as provided for in the Subscriber Terms and Conditions). By subscribing to the Plan, you expressly consent to fulfilling the conditions as set out in clause 3 below and understand that any non-fulfilment of these conditions may affect your benefits under the Plan. Please ensure you read and familiarize yourself with clause 3.**

3. Exclusions and Restrictions:

For you to receive the full benefits under the Plan, and for the Plan to remain active, you agree to:

- 3.1. only use the Plan for personal calls to no more than 150 (one hundred and fifty) unique numbers and subject to the Usage Cap;
- 3.2. only use the SIM provided by us to you in respect of the Plan, in a device that can make and receive calls;
- 3.3. be charged the applicable premiums prescribed in our Subscriber Terms and Conditions for any usage outside of the Plan or Usage Cap, or for any calls to premium rated numbers (being to “sharecall” and “short code” numbers, which includes but is not limited to, calls made to 0860/0861 or calls to five-digit numbers) or international numbers;
- 3.4. be charged for any calls that are longer than 30 minutes in duration. To this end, you agree that the Plan provides unlimited, free calls for any calls for a duration of 30 minutes or less. You may, however, cut a call before the 30th minute of the call and re-call the same number. The second and subsequent calls made in this manner will be free of charge, but each call will be subject to a maximum of 30 minutes;
- 3.5. the fact that you must receive incoming calls and the percentage of incoming calls you receive must be at least 5% of your outgoing calls in quantity of calls (incoming calls from us are excluded). Where this calculation results in a fraction, that fraction will be rounded up to whole number and computed accordingly.
- 3.6. not use the plan for:
 - 3.6.1. any corporate, business or commercial use including, but not limited to:
 - 3.6.1.1. bulk calling services;
 - 3.6.1.2. conference calls;
 - 3.6.1.3. international calls;
 - 3.6.1.4. least cost routing (LCR);
 - 3.6.1.5. restrict your device to a fixed, geographical location for the operation of a business;
 - 3.6.1.6. operating a call centre or engaging in direct marketing;
 - 3.6.1.7. a passive listening device;
 - 3.6.1.8. pay phone usage; and
 - 3.6.1.9. spamming, scam and/or phishing.
 - 3.6.2. any act that:
 - 3.6.2.1. is criminal, illegal, unlawful or fraudulent;
 - 3.6.2.2. intentionally interferes with our ability to provide services;
 - 3.6.2.3. degrades our network quality or places unreasonable constraint on our network;
 - 3.6.2.4. intentionally interferes with our rights or the rights of third parties;
 - 3.6.2.5. amounts to a breach of any other agreement we may have entered into; and
 - 3.6.2.6. causes reputational damage to us or any third party or brings our brand into disrepute.

4. Breach and Termination

- 4.1. Should you breach clause 2 or 3 above, it will be considered a material breach, and we may, in our sole and absolute discretion, without prejudice to any other rights we may have in law:
 - 4.1.1. migrate you to an alternative plan which we may offer from time to time, subject to prior notice;
 - 4.1.2. deactivate or suspend your Plan; or
 - 4.1.3. terminate your Plan entirely.
- 4.2. We will notify you of your breach via SMS (to the associated number) or email (recorded on your account profile with us) to advise you of our election in terms of clause 4.1.

- 4.3. If your Plan is terminated, whether at our election or yours:
 - 4.3.1. you will not be entitled to a refund from us in respect of any unused benefit or portion thereof for the remainder of the Plan period, or in respect of any estimated usage of the benefit; and
 - 4.3.2. your mobile number and SIM card linked to your Plan may remain active and you may continue to use it for our standard prepaid service offerings or other plans.

5. General

- 5.1. The Plan is not transferable and must be used exclusively by you. It cannot be converted to Rand value.
- 5.2. You agree not to hold us (to the extent permitted by law) liable for damages, losses, costs, or expenses, whether direct, indirect or consequential arising from or in connection with any act, omission, neglect or default by us, whether or not it is a result of a third-party provider's action or omission, neglect or default.
- 5.3. This Policy shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 5.4. No latitude, extension of time or other indulgence which may be given or allowed by us to you in respect of the performance of any obligation in this Policy or the enforcement of any right arising from this Policy shall under any circumstances be construed to be an implied consent by us or operate as a waiver, release or a novation of, or otherwise affect any of our rights in terms of or arising from this Policy, or estop us from enforcing, at any time and without notice, strict and punctual compliance with each and every provision of this Policy.