

## SUBSCRIBER TERMS AND CONDITIONS

### ("Subscriber T's and C's")

**These Subscriber T's and C's govern your use of our Services and are binding on you as a Customer. By subscribing to our Network, you acknowledge that you have read, understood, and agreed to these Subscriber T's and C's and that you will, at all times when using our Services, comply with these Subscriber T's and C's and all applicable laws. We reserve our right to modify these Subscriber T's and C's, without prior notice to you, where reasonably required and you are then bound to any modified terms and conditions. By making use of our products and Services, you are deemed to have accepted these Subscriber T's and C's and shall be bound to them.**

#### 1. DEFINITIONS

- 1.1. **"Airtime"** means cellular airtime, voice or SMS bundles, data bundles and value-added services;
- 1.2. **"Business Days"** means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 1.3. **"Business Hours"** means Monday to Friday, 08:00 – 17:00, and Saturday, 08:00 – 13:00;
- 1.4. **"Customer/Subscriber"** means the person who applies for and receives our Services, also referred to as **"you"** or **"your"**;
- 1.5. **"Customer Services"** means our Customer Services department which you can contact on 086 10 10 003 at normal charges (or 135 free from your uConnect mobile SIM) or via email at support@uconnect.co.za;
- 1.6. **"Device"** means any one or more, as the context requires, cellular telephone, SIM and/or any apparatus which you receive from us;
- 1.7. **"Network Operator"** means any South African electronic communications network, including but not limited to:
  - 1.7.1. Vodacom Group Limited;
  - 1.7.2. Mobile Telephone Networks Proprietary Limited;
  - 1.7.3. Cell C Limited; and/or
  - 1.7.4. Telkom SA SOC Limited.
- 1.8. **"Network"** means our electronic communications network in South Africa;
- 1.9. **"OTP"** means the One Time Pin that is automatically generated and sent to you for the purpose of completing a single transaction;
- 1.10. **"Personal Information"** means any information as defined in the Protection of Personal Information Act No. 4 of 2013, including but not limited to:
  - 1.11. name and surname;
  - 1.12. identification number;
  - 1.13. physical address; and
  - 1.14. contact details.
- 1.15. **"Plan"** means the combination of the components of Airtime and the applicable subscription pricing, as determined by specific Plan terms and conditions;
- 1.16. **"Platforms"** means our Website, campaign sites, web-applications, mobile applications or channels of communication;
- 1.17. **"Port-in"** means the act of transferring your phone number from another Network Operator to us;

- 1.18. **"Port-out"** means the act of transferring your phone number from us to another Network Operator;
  - 1.19. **"Rewards"** means the benefits derived by you from the Rewards Program, which includes free Airtime and WhatsApp data, discounts, coupons, and other exclusive benefits;
  - 1.20. **"Rewards Partners"** means our affiliates which we collaborate with to facilitate the Rewards Program as per clause 11;
  - 1.21. **"Rewards Program"** means our structured benefits initiative based on the agreements between us and our Rewards Partners, which allows our Rewards Partners to issue complimentary Rewards to you, subject to their applicable terms and conditions;
  - 1.22. **"RICA"** means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2000, as amended;
  - 1.23. **"Schedule"** means any schedule of prices, contract and renewal periods, Airtime, Plans, usage charges and ancillary information which you select on the Platforms, which can be found [here](#);
  - 1.24. **"Services"** means:
    - 1.24.1. the facilitation of digital electronic communications services, internet access services and other electronic communications services;
    - 1.24.2. the provision of Airtime;
    - 1.24.3. the provision, access to and activation of your SIM; and
    - 1.24.4. other products or value-added services provided by us on our Network from time to time.
  - 1.25. **"SIM"** means the Subscriber Identity Module card containing your phone number, and which is programmed to allow you access to our Services over the Network;
  - 1.26. **"Subscriber T's and C's"** means these terms and conditions as read with the Schedule and any applicable Plan terms and conditions, as amended from time to time. In these Subscriber T's and C's, a singular word can include the plural;
  - 1.27. **"Third Party Suppliers"** means the third parties who we engage to supply us with certain services, to assist us in providing you our Services, including but not limited to:
    - 1.28. our Network;
    - 1.29. a secure payment gateway; and/or
    - 1.30. a delivery service.
  - 1.31. **"uConnect"** means uConnect Proprietary Limited, registration number 2011/005082/07 (being a wholly owned subsidiary of Ignition Telecoms Investments Proprietary Limited) and its agents, employees, affiliates or its successors-in-title, referred to as **"we"**, **"us"** or **"our"**; and
  - 1.32. **"Website"** means [www.uconnect.co.za](http://www.uconnect.co.za).
- ## 2. ACCEPTANCE OF OUR SUBSCRIBER T'S AND C'S
- 2.1 You accept these Subscriber T's and C's when you:
    - 2.1.1 activate your SIM;
    - 2.1.2 purchase any Airtime; or
    - 2.1.3 purchase a Plan that we may provide from time to time.
  - 2.2 If you do not accept these Subscriber T's and C's then you cannot receive our Services.
  - 2.3 Once you have accepted these Subscriber T's and C's, they will remain in full force and effect until terminated in terms of clause 8 below.
  - 2.4 If there is any information contained in these Subscriber T's and C's which you have difficulty understanding, please contact us at

[support@uconnect.co.za](mailto:support@uconnect.co.za) or 086 10 10 003 during Business Hours and we will assist you. If you elect not to do this, we will assume that you fully understand these Subscriber T's and C's and therefore wilfully and freely consent to be bound by and comply with these Subscriber T's and C's.

### 3. COLLECTION OF THE SIM

- 3.1 On receiving an OTP from us, you will be required to personally collect the SIM from one of our designated collection points. Upon collection, you must present the OTP and any documentation we may request, including your identity document or a copy thereof, and proof of address.
- 3.2 Any SIM that we provide to you is our property and must be returned on demand. If your SIM is lost, stolen or damaged, you must immediately call Customer Services to block your SIM and request a replacement SIM.
- 3.3 **You will be liable for all charges incurred on the use of your lost or stolen SIM until such time that you notify us that you have lost the SIM or that it has been stolen.**
- 3.4 If you request a replacement SIM as a result of it being lost, stolen or damaged, we reserve the right to charge a SIM replacement fee.
- 3.5 We will replace any defective SIMs free of charge for as long as you remain a Customer, save for delivery charges where you specifically request delivery. Please contact Customer Services if your SIM is defective.

### 4. OUR SERVICES

- 4.1 Once your SIM is activated, your account is created and you are allocated a unique cell phone number.

- 4.2 You may purchase Airtime on our Platforms or from one of our designated distribution centres.
- 4.3 Once purchased, the Airtime is loaded onto your SIM for use within a specific duration, however, any unused Airtime will expire (i.e. there is no rollover of allocated Airtime).
- 4.4 Where you have chosen a Plan on any of our Platforms, you agree to the applicable Plan terms and conditions as provided on our Platforms.
- 4.5 We will take all reasonable steps within our control to provide you our Services in terms of these Subscriber T's and C's.
- 4.6 We cannot always guarantee fault-free Services. The quality and availability can be affected by factors outside of our control, including, amongst other things, the weather, local physical obstructions, other causes of radio interference, weak signal, features and functionality of your Device, extraordinary use of our Services by other Customers, and faults in infrastructure provided to us.
- 4.7 Upgrading, maintenance, or other work from time to time on the Network may result in interruptions or unavailability of our Services. Where possible, we will advise you of this in advance.

### 5. USE OF SERVICES

You may only use our Services for personal, lawful purposes, which do not harm our reputation. You therefore warrant that **you shall not use** our Services:

- 5.1 to commit any act that:
  - 5.1.1 is criminal, illegal, unlawful or fraudulent;
  - 5.1.2 intentionally interferes with our ability to provide Services, degrades our Network quality or places unreasonable constraint on our Network;

- 5.1.3 intentionally interferes with our rights or the rights of Third Parties;
  - 5.1.4 amounts to a breach of any agreement we may have entered into or any regulation we are required to comply with; and
  - 5.1.5 causes reputational damage to us or any Third Party or brings our brand into disrepute.
- 5.2 to receive or transmit material which is in violation of any law or regulation, which is obscene, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property rights, or otherwise objectionable or unlawful;
- 5.3 for the transmission of 'junk mail', 'spam', 'chain letters', or unsolicited mass distribution of SMS; or
- 5.4 for public, business and commercial purposes, to store on your computer, or print copies of extracts from our Platforms, 'mirror' or cache information provided via our Platforms on your own server, or copy, adapt, modify or re-use the text or graphics from our Platforms, without prior written permission from us.

## 6. CHARGES

- 6.1 We will charge you for telephone calls you make, SMS's and MMS's you send, data you access and content you download at the rates which appear in the Schedule.
- 6.2 You must pay all taxes, including VAT associated with the Services which we provide to you.
- 6.3 Additionally, we reserve the right to:
- 6.3.1 charge you for:
    - 6.3.1.1 connection fees and the other chargeable items through any one of our nominated Platforms; and

- 6.3.1.2 any additional charges as contained in our Schedule, which are not originally included in your Plan.
- 6.3.2 change the prices which you pay for Services at any time, by giving you at least 30 (thirty) days' notice on our Website.

## 7. PAYMENT METHOD

- 7.1 You may purchase Airtime on any of our Platforms or at one of our authorised resellers.
- 7.2 When you elect to purchase Airtime on our Platforms:
- 7.2.1 you will be required to input your banking account details into the Third Party Supplier to facilitate your purchase;
  - 7.2.2 your purchase will be affected immediately once we receive your payment; and
  - 7.2.3 you have the option to authorise recurring monthly deductions for the same amount, ensuring an uninterrupted provision of Airtime.
- 7.3 Please note that the payment gateway is provided by a Third Party Supplier, therefore, we do not store your banking account details. While we take all reasonable steps to ensure that your banking account details are securely processed by the Third Party Supplier, you agree that we will not be held responsible for any unauthorised access, use or disclosure of your banking account details. For more information on this, please refer to our [Privacy Policy](#) and the applicable Third Party Supplier terms and conditions.
- 7.4 If your banking account details have changed in any way, you can load those new details on any of our Platforms.

## 8. BREACH AND TERMINATION

8.1 If you breach any clause of these Subscriber T's and C's, it will be considered a material breach and we may contact you to give you an opportunity to remedy such breach. However, if you fail to remedy your breach, we reserve the right to, in our sole and absolute discretion and without prejudice to any other rights we may have in law:

- 8.1.1 require you to perform all your obligations in terms of these Subscriber T's and C's;
- 8.1.2 terminate these Subscriber T's and C's and disconnect your SIM; and in either case
- 8.1.3 claim from you any damages which we may suffer; and
- 8.1.4 pursue any other legal recourse against you.

8.2 If we are required to launch legal proceedings against you as a result of your breach, you will be liable for all charges including tracing agent fees and legal fees, on an attorney and client scale.

8.3 **If we detect no usage on your mobile number for 60 (sixty) consecutive days, we will terminate your mobile number and deactivate your SIM, without prior notice to you, unless you contact Customer Services.**

## 9. PORTING

When you Port-Out, your account with us must first be settled in full or we will not complete your Port-Out. For full details on what is required to Port-In or Port-Out, or if you are uncertain of any amounts due to us, please contact Customer Services.

## 10. INFORMATION AND DISCLOSURE

10.1 In providing the Services, we will come into possession of your Personal Information. To fulfil our obligations to you regarding our Services and applicable laws and regulations, we will be required to process your information and disclose it to Third Party Suppliers.

10.2 **You warrant and guarantee that all information supplied to us by you is true and correct and you consent to us disclosing your Personal Information for the purpose above.**

10.3 Should any Personal Information which you have given to us change, you must inform us of the change immediately.

10.4 For more information on how we process your Personal Information, the purpose for processing and our control measures in place to ensure that your Personal Information is private and secure, please read the [Privacy Policy](#).

## 11. REWARDS OFFERED BY OUR REWARD PARTNERS

11.1 We constantly strive to enhance your experience with us by partnering with Rewards Partners to offer you Rewards as our Customer. To do so, we may be required to share your Personal Information with these Rewards Partners, in so far as it is permitted by applicable law.

11.2 **By participating in the Rewards Program, you acknowledge and agree that we may share your Personal Information with our Rewards Partners for purposes of enabling the provision of the Rewards to you.**

11.3 Our Rewards Partners may include, but are not limited to:

11.3.1 Viva Life Insurance Limited;

11.3.2 Viva Cover Proprietary Limited;

- 11.3.3 Viva Direct Proprietary Limited;
  - 11.3.4 SPOT Money SA Proprietary Limited;
  - 11.3.5 Gumtree South Africa Proprietary Limited; and
  - 11.3.6 Me & You Mobile Proprietary Limited.
- 11.4 The purpose of sharing your Personal Information with our Rewards Partners is to enable them to provide you with Rewards. Your consent to share your Personal Information with our Rewards Partners for Rewards is entirely optional. If you do not wish to participate in our Rewards Program, please indicate your preference by 'opting out' using the provided mechanism or by contacting us at [support@uconnect.co.za](mailto:support@uconnect.co.za).
- 11.5 Along with our Rewards Partners, we are committed to safeguarding your Personal Information and will employ appropriate technical and organisational measures to ensure its security and confidentiality. Our Rewards Partners are bound by a strict confidentiality obligation and are prohibited from using your Personal Information for any purpose other than to provide Rewards to you. Our approach to the privacy and security of your Personal Information is more fully contained in our Privacy Policy.
- 11.6 If any changes are made to the Personal Information sharing arrangements with our Rewards Partners, we are committed to keeping you informed and up to date. This includes providing you with prior notice of any changes that may affect how your Personal Information is processed by our Rewards Partners. The notice will be conveyed through suitable means, which may include, but are not limited to:
- 11.6.1 SMS notifications; or
  - 11.6.2 updates on any of our Platforms.
- 11.7 If the proposed changes alter the scope or purposes of processing the Personal Information, we will seek your

renewed consent, where necessary, before proceeding with any further processing of your Personal Information with our Rewards Partners.

## 12. INDEMNITY AND WAIVER

### 12.1 **You indemnify us and our Third Party Suppliers:**

12.1.1 **against all claims, actions, damages, costs and expenses which any person (including us) may suffer arising directly or indirectly from or in connection with you breaching your obligations under these Subscriber T's and C's;**

12.1.2 **for all damages, losses, costs, or expenses, whether direct, indirect or consequential arising from or in connection with any act, omission, neglect or default of a Third Party Supplier, or us where this is a result of the Third Party Supplier's action or omission, neglect or default; and**

12.1.3 **for any failure or delay in providing any Services, in correcting any fault in any Services, failure or incorrect operation of any Service, or any other delay or default in performance under these Subscriber T's and C's if it is caused by an event reasonably beyond our control, including but not limited to civil insurrection, interruption in electrical supply, accident, act of God, industrial action, a direction of any sort by a regulatory body or court of law, delay, failure or default by any other supplier or Network Operator.**

## 13. DISCLAIMER

Whilst every effort has been made by us and our Third Party Suppliers to ensure the proper performance and provision of our Services, we and the Third Party Suppliers, or any of the employees, do not guarantee the

availability of the Services and the accuracy of the content and information offered on our Platforms. We make no representations or warranties, whether express or implied, and assume no liability or responsibility for the proper performance of our Services and/or Network and/or Platforms.

#### **14. GENERAL**

- 14.1 We reserve the right to change these Subscriber T's and C's at any time and at our sole discretion.
- 14.2 Any concession or extra time we allow you does not affect our rights under these Subscriber T's and C's.
- 14.3 These Subscriber T's and C's will be interpreted and governed according to the laws of the Republic of South Africa.
- 14.4 You provide a physical address at time of SIM activation or as updated by you through our Customer Services or on your profile in our Platforms, at which address you will accept delivery of all notices and court processes from us.
- 14.5 Notwithstanding anything to the contrary, a written notice received by you will be adequate written notice.
- 14.6 You acknowledge that by using our Services and accepting these Subscriber T's and C's, you have not relied on any promises, representations or other statements made by us or on our behalf.
- 14.7 You release us and each of our officers, agents and advisors from all claims, actions, and demands of any kind (including carelessness) arising from our relationship in terms of these Subscriber T's and C's and from discussions leading to it.
- 14.8 To enjoy the use of our Services, it is a requirement that you acknowledge and accept that you will have to register with us in terms of RICA.

- 14.9 If any clause of these Subscriber T's and C's is found to be invalid or unenforceable, that clause will be removed and the invalid or unenforceable clause will not affect the validity of the remainder of these Subscriber T's and C's, which will remain effective.
- 14.10 You may not transfer your SIM to anyone else without our consent, nor may you transfer, cede or assign any of your rights and obligations in these Subscriber T's and C's. We may transfer, cede or assign any of our rights and obligations at any time without prior notice to you.

#### **15. CONTACT DETAILS AND COMPLAINTS**

If you have a complaint about our Services or require information regarding our internal complaints-handling process, you can get in touch with us via our Customer Services department.

**Our Customer Services Department Details are as follows: -**

Customer Services Inbound contact number: 086 10 10 003

Customer Services Email support:

[support@uconnect.co.za](mailto:support@uconnect.co.za)

**IMPORTANT: The clauses printed in bold relate to issues which may pose some risk for you, or which may limit our liability or which you may not ordinarily expect. Please pay special attention to these clauses. By accepting these Subscriber T's and C's, you specifically signify that you understand the bold clauses and accept them.**