

MTN Service Provider (Pty) LTD ("MTN SP")  
Innovation Centre 216 – 14<sup>th</sup> Avenue Fairland Roodepoort 2195  
Private Bag 9955 Cresta 2118  
South Africa  
Tel: +27 083-1-808 Fax: +27 83 705 7171 or (011) 912 5021 <http://www.mtnsp.co.za>  
Reg Number 1993/002648/07  
VAT No.: 4130141247



## **MIGRATION APPLICATION (APPLICATION TO MOVE FROM ONE CONTRACT PACKAGE OPTION TO ANOTHER)**

Sequence No:

### **ADDENDUM TO SUBSCRIBER CONTRACT**

This form is an addendum to the MTN SP 24-month Subscriber Contract and will become part of your Contract. This addendum will be the dominant document and will be followed in relation to the migration of the Contract in case of conflict.

*You give MTN SP express permission to obtain from or give your personal details, credit record and payment history and/or status to, any registered credit bureau and national credit register, in connection with MTN SP granting you access to any Network Services or other services in terms of the MTN SP Subscriber Contract, or the setting by MTN SP of any limit or service.*

Initials: \_\_\_\_\_

Account Holder's Name:

**Macozoma Thobeka Florence**

Dealer Code: **11APS**

Account number: **A1436478**

Cellphone number:

**0736205000**

Reference number: **77838590**

Migration details: **CHG MTN100 TopUp @ R69 to MTN Anytime 100 TopUp (H02)**

Migration Charge (incl VAT):

**R 0.00**

Handset Clawback Charge (incl VAT): **R 0.00**

New contract monthly subscription fee (incl VAT): **R 108.00**

**By signing this Migration Addendum, You and MTN SP agree as follows:**

1. Subject to clause 3 below, You and MTN SP shall be bound by the terms of this migration addendum ("**Migration Addendum**") together with the MTN SP Consumer Contract Application Form signed by You, the MTN SP Consumer\_Subscriber Contract Terms and Conditions, the attached Addendum to the MTN SP Consumer Subscriber Contract Terms and Conditions and the MTN SP application submitted by You to migrate (move) from Your existing Contract Package Option to a different Contract Package Option ("**Application to Migrate**").
2. MTN SP may either accept or reject Your Application to Migrate, depending on its normal credit vetting policies and the rules of the particular Contract Package Option You have chosen to move to.
3. If MTN SP rejects Your Application to Migrate, Your existing Package Option will continue and will not terminate and you will not migrate to the different Package Option chosen by You in Your Application to Migrate. Your contract for your existing Package Option will also then not terminate and neither you nor MTN SP will be bound to the terms of this Migration Addendum.
4. If MTN SP accepts Your Application to Migrate, your signature of this Migration Addendum will be regarded

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as your consent to terminate your contract for your existing Package Option. You will then have to pay MTN SP the migration fee and the handset subsidy refund fee set out above. You give MTN SP permission to charge the migration fee and the handset subsidy refund fee to Your MTN SP account number with the above cellphone number.

5. When you migrate to a lower package you will be charged a Handset subsidy refund fee.
6. Once Your Application to Migrate has been accepted by MTN SP, You may choose to use the same value added services that you applied for and used on your existing Contract Package Option. However, if these value added services are not included in the monthly charges for the Package Option that You migrated to, You understand that You will be charged for the use of those value added services over and above the monthly charges that You will pay for the new Package that You have migrated to. If these value added services are included in the monthly charges for the Package Option that You migrated to, You will not be charged for the use of those value added services over and above the monthly charges that You will pay for the new Package that You have migrated to.
7. You must use all your Rand-value of airtime or inclusive minutes and/or SMS/MMS you have left over on Your existing Contract Package Option before you choose to migrate to the new Contract package Option because You accept that You will not be able to carry them over and that you will lose what you have not used when you migrate. You accept that MTN SP will not have to compensate you in any way for what you did not use before migrating.
8. You accept that the migration will only be effective from the date of your next billing month.
9. You confirm that you have read and understood the terms and conditions of this Migration Addendum and you agree to be bound by them.
10. You confirm that you are over the age of 18 years and that you are legally able to agree to the terms and conditions contained in this Migration Addendum and to make the promises and undertakings therein.

*The above constitutes an acknowledgment of fact by you. By signing and agreeing to the terms of this document, this constitutes an assumption of risk and/or liability by you. MTN SP may have various rights and claims against you, including for the payment of amounts owing under the MTN SP account and also where you do not comply with your undertakings and obligations above*

Signed at ..... on this the ..... day of ..... 2011.

Signature:.....