

## APPLICATION FORM MTN SERVICE PROVIDER



### CUSTOMER CARE ENQUIRIES

PRIVATE BAG 9955 - CRESTA - 2118  
 TEL: 083-1-808  
 CELL: 808 (Free from MTNSP phone)  
 EMAIL: mtnsp@mtn.co.za  
 WEBSITE: www.mtnsp.co.za  
 REG. NO.: 1993/002648/07  
 VAT. NO.: 4130141247

**24 MONTH  
CONSUMER CONTRACT**

SEQ NO.

ACC NO.

MOBILE NO.

(IF OTHER PLEASE SPECIFY)

NEW APPLICATION  OTHER  SPECIFY

### SUBSCRIBER DETAILS

|   |   |
|---|---|
| TITLE <input style="width: 50px;" type="text"/> SURNAME <input style="width: 150px;" type="text"/>  | FIRST NAMES <input style="width: 150px;" type="text"/>  |
| I.D / PASSPORT <input style="width: 100px;" type="text"/> SA CITIZEN <input type="checkbox"/>   | GENDER <input type="checkbox"/> MARITAL STATUS <input style="width: 50px;" type="text"/>  |
| HOW MARRIED: COP <input type="checkbox"/> ANC <input type="checkbox"/> ANC WITH ACCRUAL <input type="checkbox"/> CUSTOM <input type="checkbox"/>  | MAIDEN NAME <input style="width: 150px;" type="text"/>  |
| OUTSIDE RSA <input type="checkbox"/> NO OF DEPENDANTS <input style="width: 20px;" type="text"/>   | DATE OF BIRTH <input style="width: 50px;" type="text"/>   |
| PHYSICAL ADDRESS <input style="width: 150px;" type="text"/>   | POSTAL ADDRESS <input style="width: 150px;" type="text"/>   |
| <input style="width: 150px;" type="text"/>  | <input style="width: 150px;" type="text"/> CODE <input style="width: 20px;" type="text"/>   |
| <input style="width: 150px;" type="text"/> CODE <input style="width: 20px;" type="text"/>   | TEL (H) <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> TEL (W) <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> |
| EMAIL <input style="width: 150px;" type="text"/>  | FAX <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>   |
| BILL DELIVERY METHOD: POST <input checked="" type="checkbox"/>  | CREDIT CARD NO 1 <input style="width: 50px;" type="text"/> EXPIRY DATE <input style="width: 20px;" type="text"/>  |
| PERIOD AT ABOVE ADDRESS: <input style="width: 20px;" type="text"/> YEARS <input style="width: 20px;" type="text"/> MONTHS   | CREDIT CARD NO 2 <input style="width: 50px;" type="text"/> EXPIRY DATE <input style="width: 20px;" type="text"/>  |
| PERIOD AT PREVIOUS ADDRESS: <input style="width: 20px;" type="text"/> YEARS <input style="width: 20px;" type="text"/> MONTHS  | CREDIT CARD NO 3 <input style="width: 50px;" type="text"/> EXPIRY DATE <input style="width: 20px;" type="text"/>  |
| RESIDENTIAL STATUS <input style="width: 150px;" type="text"/>   | GROSS PERSONAL MONTHLY INCOME <input style="width: 50px;" type="text"/>   |
| RESIDENTIAL STATUS AT PREVIOUS ADDRESS <input style="width: 150px;" type="text"/>   | HIGHEST QUALIFICATION <input style="width: 150px;" type="text"/>  |
| EMPLOYER <input style="width: 150px;" type="text"/>   | EMPLOYEE/PENSION NO. <input style="width: 50px;" type="text"/> OCCUPATION <input style="width: 50px;" type="text"/>   |
| PERIOD EMPLOYED: <input style="width: 20px;" type="text"/> YEARS <input style="width: 20px;" type="text"/> MONTHS. PREVIOUS EMPLOYER: <input style="width: 20px;" type="text"/> YEARS. SPOUSE'S EMPLOYER <input style="width: 150px;" type="text"/> |   |
| LANGUAGE <input style="width: 50px;" type="text"/> PERMISSION TO CREDIT VET <input type="checkbox"/>  |   |

### PERMISSION TO MARKET

PERMISSION TO MARKET  TITLE  FIRST NAME  SURNAME  CONTACT NO.

METHOD OF COMMUNICATION:

EMAIL  EMAIL ADDRESS

SMS  CELLPHONE NUMBER

FAX  FAX NUMBER

TEL  TEL NUMBER

POST  POSTAL ADDRESS  POSTAL CODE

### BANKING AND PAYMENT DETAILS

PLEASE DEBIT MY ACCOUNT IN FAVOUR OF MTN SERVICE PROVIDER (PTY) LTD WITH THE TOTAL AMOUNT OWING BY ME EACH MONTH.

PAYMENT MADE BY THIRD PARTY  PAYMENT METHOD: DEBIT ORDER  CREDIT CARD  CASH  ELECTRONIC FUNDS TRANSFER

CREDIT CARD TYPE  CREDIT CARD EXPIRY DATE   CVV NO.

ACCOUNT / CREDIT CARD NO.  DEBIT DAY (TICK ONE)  1  7  15  20  25  31

BANK  BRANCH  BRANCH CODE

PRINT NAME (SUBSCRIBER/THIRD PARTY)  DATE

SIGNATURE

\_\_\_\_\_ : Initial

| APPLICATION DETAILS |       |         |              |                             |                                    |
|---------------------|-------|---------|--------------|-----------------------------|------------------------------------|
| PACKAGE             | OFFER | HANDSET | NO. OF LINES | PORT MSISDN (if applicable) | SERVICE (Basic Telephony/Data/Fax) |
|                     |       |         |              |                             |                                    |
|                     |       |         |              |                             |                                    |
|                     |       |         |              |                             |                                    |
|                     |       |         |              |                             |                                    |

| DECLARATION   |                                |
|---|--------------------------------|
| PRINT NAME (SUBSCRIBER) <input type="text"/>  | SIGNATURE <input type="text"/> |
| DATE <input type="text"/>   |                                |
| <p>I AGREE TO BE CREDIT VETTED. I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED AND DECLARE THAT THE INFORMATION GIVEN HEREIN IS CORRECT. IN THE EVENT OF THE 3rd PARTY DEFAULTING, I AM COMPLETELY LIABLE AND RESPONSIBLE FOR ANY OUTSTANDING AMOUNTS OWED TO MTN SP.</p> <p><b>REQUIRED ATTACHMENTS FOR APPLICATION TO BE CONSIDERED BY MTN SP: CERTIFIED COPY OF I.D., CANCELLED CHEQUE OR BANK STATEMENT, PROOF OF INCOME, PROOF OF ADDRESS (e.g. UTILITY BILL).</b></p> |                                |

| MTN SP/DEALER USE ONLY           |   |  |  |
|----------------------------------|---|--|--|
| DEALER CODE <input type="text"/> | SALES PERSON CODE <input type="text" value="NONE"/> | REGION <input type="text" value="03"/> | FREE SIM <input type="checkbox"/> FREE CONNECTION <input type="checkbox"/> |

MTN SERVICE PROVIDER (PTY) LTD IS LICENSED AS A FINANCIAL SERVICE PROVIDER - License No: 23660

\_\_\_\_\_ : Initial

## MTN SP SUBSCRIBER CONTRACT TERMS AND CONDITIONS

Ref:2007/04

**PART I: PROVISION OF NETWORK SERVICES**

Language of the Contract:

This Contract is an annexure to the Subscriber Contract Application Form and is available in four official languages. You and MTN SP agree that the English text of this Contract will take precedence over any other language. This means that the English text will be the official text that will be used in any Court or other official tribunal or authoritative body. It will also be the only text that will be used to decide the meaning of any part of the Contract and/or the consequences flowing from this Contract, in any dispute or disagreement.

In this Contract, unless the context clearly shows a different intention, the words defined below will have the meanings given to them, and similar words or expressions will have corresponding similar meanings:-

- 1.1 "Activation" means the enabling of a SIM Card by MTN SP at MTN SP's Premises to access and operate on the Network in terms of this Contract. In the context of a Port, "activation" means the activation of the SIM Card by the recipient service provider after porting your number between mobile service providers or mobile networks;
- 1.2 "Contract" means this subscriber contract between you and MTN SP signed by you, confirming the legal terms that govern how and when MTN SP will provide Network Services via Package Options, SIM Cards and/or Mobile Device to you;
- 1.3 "Bill Limits" means the optional Value Added Service, which allows you to set a monthly spending limit of your choice on some of your Charges, and for which you must sign a separate Bill Limits Service Application Form and terms and Conditions;
- 1.4 "Charges" means the SIM Card charge, Connection Charge, Monthly Service Charges, Usage Charges and any other charges relating to the Network Services, SIM Cards, Mobile Device and any other services, provided by MTN SP to you, as detailed in the Price List from time to time;
- 1.5 "Connection Charge" means the charge to be paid by you to MTN SP in return for activating your SIM Card for use on the Network;
- 1.6 "Contract Renewal Period" means a period of 24 (Twenty four) successive Months starting on the day immediately after the renewal and/or Upgrade of the Contract by you;
- 1.7 "Deactivation" means the permanent disabling of a SIM Card from the Network at MTN SP's premises, so that it is permanently incapable of being used or operated on the Network.
- 1.8 "Early Cancellation Charges" means the sum of the monthly Usage Charges and Monthly Service Charges for the rest of the months of the Initial Contract Period or the Contract Renewal Period (as the case may be), after cancellation of the Contract, which will be charged by MTN SP to you when the Contract is cancelled for any reason before the end of the Initial Contract Period or the Contract Renewal Period (as the case may be);
- 1.9 "GSM" means Global System for Mobile Communications as defined in the European Technical Standards Institute structure of specifications from time to time;
- 1.10 "Initial Contract Period" means the time period of 24 (TWENTY FOUR) successive months starting from the date of Activation of your SIM Card, which date will be set out in the first bill sent to you after Activation;
- 1.11 "Insurance Application Form" means the separate application form, which is to be completed and signed by you, if you choose to apply for the insurance policy available through MTN SP to insure your Mobile Device, as set out in clause 8 below. The Insurance Application Form will explain to you the insurance premiums and other related charges that you will pay for the insurance of the Mobile Device;
- 1.12 "Mobile Device" means a GSM Terminal and its accessories that can be used by you, among other things, to make and/or receive calls, or to send and/or receive messages that are carried via the Network;
- 1.13 "Mobile Number" means the telephone number that is allocated by MTN SP to you and programmed into the SIM Card supplied to you by MTN SP;
- 1.14 "Mobile Number Portability" means the ability that you have to move your Mobile Number from one mobile network operator or service provider to another;
- 1.15 "a Month" will mean a time period that starts at 0h00 on a particular date (determined by MTN SP from time to time) of a calendar month and will carry on until 23h59.59 on the day before that particular date in the following calendar month;
- 1.16 "Monthly Service Charge" means subscription fees charged monthly in advance by MTN SP for your access to and use of the Network Services and the monthly charges for some Value Added Services, depending on the Package Option you choose. These Charges are detailed in the Price List from time to time;
- 1.17 "MTN Direct" means whichever MTN SP department that receives and processes subscriber Contract applications for Network Services via telephone. This process depends on MTN SP's policies, procedures, terms and conditions;
- 1.18 "MTN SP" means MTN Service Provider (Proprietary) Limited, Registration Number: 1993/02648/07, currently of 216 Fourteenth Avenue, Fairlands, Roodepoort;
- 1.19 "MTN SP's Premises" means only the offices of MTN SP at the address above and not any other address;
- 1.20 "Network" means the PLMN ("Public Land Mobile Network") cellular telephony system operated by the Operator in South Africa;
- 1.21 "Network Services" means the GSM Telecommunications network services and any other related services made accessible to you by MTN SP in terms of this Contract, which may include, Value Added Services, international roaming and dialling;
- 1.22 "Operator" means Mobile Telephone Networks (Proprietary) Limited, its successors or assignees or any other licensed cellular operator in South Africa which has granted MTN SP a sub-license to make the Network Services available to you;
- 1.23 "Order" means the Subscriber Contract Application Form and related documents placed by you on MTN SP for the provision of Mobile Device/s, SIM Cards and/or use of the Network Services;
- 1.24 "Package Option" means any one of the various tariff plans under which the Network Services are made accessible to Subscribers. The tariff plans are set out in the Price List and depend on the conditions and/or approvals of the Regulatory Authority;
- 1.25 "Package migration" means the process when you move from your current Package Option to a different Package Option, as per your request to MTN SP. Your request may be accepted or rejected by MTN SP, depending on the rules of the particular Package Options.
- 1.26 "Port" means to move your mobile number from one mobile network to another or to move from one mobile service provider ("donor service provider") to another ("recipient service provider") with or without changing your mobile network;
- 1.27 "Porting Hours" means the times during which your port request can be processed, being between 09h00 and 17h00 from Monday to Friday and between 09h00 and 13h00 on Saturdays, excluding Sundays and Public Holidays;
- 1.28 "Price List" means the list on which the MTN SP's Charges, as approved by the Operator and/or the Regulatory Authority, are set out. The Price List may be amended by MTN SP from time to time and is available on request from MTN SP;
- 1.29 "Prime Rate" means a rate of interest per annum which is equal to the Standard Bank of South Africa Limited's published minimum lending overdraft rate of interest per annum, compounded monthly in arrears and charged by Standard Bank on the unsecured overdrawn current accounts of its most favoured corporate clients in the private sector from time to time. In the case of a dispute as to the rate so payable the rate will be certified by any manager or assistant manager of the Standard Bank, whose decision will be final and binding on the parties;
- 1.30 "Regulatory Authority" means the Independent Communications Authority of South Africa ("ICASA"), or any successor thereof;
- 1.31 "SIM Card" means a Subscriber Identity Module Card that is supplied to you by MTN SP as part of the Package Option you choose. When it is activated by MTN SP, and used together with a GSM compatible Mobile Device, it provides you with access to the Network Services;
- 1.32 "Subscriber" or "you" means that person whose details appear on the Subscriber Contract Application Form as "Subscriber", or their successors or authorised assignees;
- 1.33 "Suspension" or "to suspend" means to temporarily disable a SIM Card from the Network at MTN SP's premises, so that it is incapable of operating on the Network until the suspension is lifted by MTN SP;
- 1.34 "Usage Charges" means the Charges or Value Added Service Charges, charged by MTN SP to you at the rates published in the Price List, which may be changed from time to time by MTN SP;
- 1.35 "Value Added Services" means certain services provided to you by MTN SP, which MTN SP may have decided to call Value Added Services from time to time, which depend on the terms of the various Package Options;
- 1.36 "Writing" or "written" may include SMS ("short Message service" via Mobile Device) only when it is sent from MTN SP to you. It also includes an e-mail or a voice call recorded by an official MTN SP call centre.

**2. CONTRACT STARTING DATE, RENEWAL AND CANCELLATION**

- 2.1 This Contract will start on the date of Activation of a SIM Card issued to you by MTN SP ("commencement date") and will, subject to clause 7 below, continue for the Initial Contract Period. At the end of the Initial Contract Period this Contract will continue automatically on a month to month basis, unless renewed by you in writing, or cancelled:
  - 2.1.1 by you, at the end of the Initial Contract Period or a Contract Renewal Period, as the case may be, by giving to MTN SP a written notice (not via SMS) of cancellation not less than 1 (one) calendar month and not more than 3 (three) calendar months before the end of the Initial Contract Period or Contract Renewal Period, as the case may be; or
  - 2.1.2 by MTN SP, if it chooses to do so, immediately on written notice to you; or
  - 2.1.3 by MTN SP, immediately on written notice to you, if the sub-license issued by the Operator in terms of which MTN SP is authorised and empowered to give you access to the Network Services, is cancelled for whatever reason.
- 2.2 If this Contract is cancelled early for whatever reason (i.e. cancellation before the end of the Initial Contract Period or Contract Renewal Period as the case may be), then you will become liable to pay to MTN SP all amounts owing by you in terms of this Contract, whether or not those amounts are due at that time. These cancellation charges are clearly explained to you below. MTN SP may change these charges on written notice to you. The changes will be effective from the date specified in that notice.

**2.3 CANCELLATION CHARGES:**

These Charges will include:

- a debit order return fee of R11.40 (incl. VAT) (if you have defaulted on a payment);
- all Monthly Service Charges that you should have paid to MTN SP for the rest of the months the Initial Contract Period or Contract Renewal Period ("Early Cancellation Charges");
- Usage Charges for all your usage of the Network Services;
- interest at the Prime Rate on the outstanding amount, from due date until the date that you make payment; and
- the handset subsidy refund amount of R 1710.00 (including VAT) mentioned in clause 11.1. below.

MTN SP may require you to pay a lift suspension Charge of R 75.00 (excl. VAT) to lift a suspension after you have been suspended, or reconnection Charge of R 95.00 (excl. VAT) for reconnecting you to the Network after you have been deactivated. LEGAL AND COLLECTION FEES: If MTN SP takes any legal steps relating to this Contract, including to collect amounts owing by you to MTN SP, you will also be liable for legal costs on the highest scale as between attorney and own client and/or any collection costs incurred by MTN SP while trying to collect the amounts from you.

A certificate by any manager of MTN SP certifying the amount of any of the CHARGES owing by you to MTN SP, will be prima facie proof of its contents and sufficient proof for MTN SP to obtain any judgment or court order against you.

- 2.4 Even if MTN SP has used agents or other go-betweens, the Order by you is an offer made by you to MTN SP and will be considered after it has been received by MTN SP at MTN SP's Premises. If MTN SP accepts your offer (which it does not have to accept), then MTN SP's acceptance will be the Activation of the SIM Card as stated in 2.1. For the purposes of acceptance by MTN SP and conclusion of this Contract, Activation will always be deemed to take place at MTN SP's Premises, as defined above. Upon Activation, this Contract will become binding between MTN SP and you.

I agree that if this Contract is cancelled for any reason before the end of the Initial Contract Period or Contract Renewal Period as the case may be, I will be liable to MTN SP for the CANCELLATION CHARGES and LEGAL AND COLLECTION FEES and/or lift suspension/reconnection Charges on the left. I agree that I will have to pay all these amounts to MTN SP within 14 (fourteen) days of MTN SP's demand. I confirm that these charges have been explained to me and that I completely understand the consequences of early cancellation of this Contract.

**SIGNATURE OF SUBSCRIBER:**

\_\_\_\_\_ : Initial

**3. SUPPLY OF SIM CARDS AND NETWORK SERVICES**

- 3.1. The Order that you place on MTN SP depends on the normal credit-vetting practices of MTN SP and may be approved or rejected by MTN SP, depending on the outcome of the credit-vetting. If MTN SP does not accept the Order, it will notify you and give reasons for its decision.

- 3.3. MTN SP will make every commercially reasonable effort to promptly comply with any supply and/or delivery requirements recorded in the Order, but will not be liable to you or any other person if the supply and/or delivery is delayed or cancelled, for whatever reason.
- 3.4. All risk for loss or damage to SIM Cards supplied by MTN SP to you will pass to you on delivery to you or a person chosen by you to accept receipt of such SIM Card.
- 3.5. By law, if a SIM Card is lost, stolen or damaged, you are required to immediately notify the South African Police Services in writing. You will also immediately notify MTN SP and request suspension of the SIM card. Until your request is received by MTN SP, you will remain liable for all costs and Charges relating to that SIM Card.
- 3.6. You may apply to MTN SP for a replacement SIM Card ("SIM swap"). MTN SP may require you to pay a reasonable charge for the SIM swap process and also for the new SIM Card. Any loss, theft or damage to a SIM Card or a SIM swap and/or the allocation of a new Mobile Number as a result will not be a cancellation of this Contract.
- 3.7. You hereby warrant that you:-
- 3.7.1. will not use nor allow the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way that may cause injury or damage to persons or property or an impairment or interruption to the Network Services;
- 3.7.2. will only use Mobile Devices approved by the Regulatory Authority together with the SIM Card on the Network, and will comply with all relevant legislation and regulations, as well as all lawful directives given by MTN SP relating to the use of Mobile Devices, Network Services and/or SIM Cards;
- 3.7.3. recognise that no right, title or interest in the software or the Mobile Number contained in each SIM Card issued to you, vests in you, however MTN SP does recognise that Mobile Number Portability allows you to retain the use of your Mobile Number if you decide to Port;
- 3.7.4. will not, and will not allow any other person to reverse engineer, decompile, modify or tamper with the software contained in, or relating to, any SIM Card or Mobile Device.
- 3.8. All Value Added Services depend on the discretion of MTN SP and MTN SP may withdraw them at any time on notice to you. If MTN SP withdraws any Value Added Service which has a Monthly Service Charge, then no further Monthly Service Charge will be charged to you after the withdrawal. Where you subscribe to a Package Option that includes free Value Added Services, MTN SP will be allowed, on notice to you, to change, withdraw or substitute any Value Added Service, without reducing any of the Monthly Service Charges or without refunding you because that Value Added Service is free.
- 3.9. Even if a SIM Card has been activated by MTN SP, the SIM Card will be barred from making calls to and from any place outside the Republic of South Africa (international calls and international roaming), and will only be unbarred for a specified period on written request by you, received by MTN SP at least 5 (five) working days before the requested date of unbaring and in the form as may be required by MTN SP from time to time. MTN SP may refuse to unbar the SIM Card and may require you to first provide a security deposit in the amount decided by MTN SP in its reasonable discretion, before the SIM Card is unbarred.
- 4. CHARGES**
- 4.1. You will pay MTN SP for all the Charges shown on your monthly invoice, for access to the Network, supply of the Network Services, SIM Cards and any other products and/or services, at the rates detailed in the Price List, whether or not you have used the Network Services during that month.
- 4.2. MTN SP may change any Charges, which changes will be effective from the date stated in a written notice to you.
- 4.3. Unless MTN SP agrees otherwise in writing, you will pay MTN SP, without deducting any amounts for any reason:-
- 4.3.1. for the supply and delivery of Mobile Device/s and SIM Card/s in full, on delivery and presentation of an invoice ("COD");
- 4.3.2. for the Monthly Service Charges, Value Added Tax, monthly in advance, and all other Charges, monthly in arrears, in full, within 21 (Twenty one) days from date of the bill sent to you by MTN SP;
- 4.3.3. at MTN SP's Premises or at Standard Bank. If payment is made by you via a debit order, other electronic means or any other intermediary, your bankers or other intermediaries will act as your agents. You will be responsible for the payment until it has been received by MTN SP at MTN SP's Premises or by the bankers of MTN SP.
- 4.4. MTN SP prefers you to pay by debit order and may require you to do so. Debit orders will be collected on the following dates: 1st/7th/15th/20th/25th and 31st day of the month, whether from credit cards or bank accounts. If any of the above collection dates fall on a weekend or a public holiday, the debit order will be collected on the last working day before that date. MTN SP may change its invoicing and payment procedures and requirements, which changes will be effective from the date stated in a written notice to you.
- 4.5. If MTN SP requires you to pay by debit order, you will commit a breach of this Contract if you:-
- (i) cancel the debit order without getting the prior written consent of MTN SP; or
- (ii) change your banking details for the debit order, without giving MTN SP prior written notice of the change and giving MTN SP your new banking details.
- 4.6. MTN SP will send a monthly statement ("bill") to you at the address you have given in the Subscriber Contract Application Form or in writing to MTN SP. It will be your duty to check the bill to make sure that it is correct. Unless you raise a query about your bill within 30 (thirty) days from the date of the bill, it will be deemed to be correct.
- 4.7. **Package Migration:**  
MTN SP, in its discretion, may approve or reject any application by you for a Package Migration from one Package Option to another during the Initial Contract Period or Contract Renewal Period as the case may be. MTN SP will be entitled to charge you a migration fee and/or administration fee for the migration, as long as the fees have been approved or fixed by the Regulatory Authority. These fees may change from time to time. You will also be required to pay MTN SP an amount for the handset subsidy if you migrate to a Package Option with a lower handset subsidy than the Package Option you are migrating from. This enables MTN SP to adjust the handset subsidy amount to the lower amount that you would have benefited from at the time of sale of the Mobile Device if you had first chosen the Package Option to which you are migrating. The handset subsidy for each Package Option will depend on the rules of that particular Package Option.
- 4.8. If you migrate from one Package Option to another or port your mobile number to another mobile service provider or mobile network, you will lose all accumulated unused credits or minutes that you do not use before you port.
- 4.9. **Inclusive Minutes, Messages and Value Amounts:**  
Inclusive minutes, messages or an inclusive value amount that you may receive on a monthly basis will depend on the rules of the particular Package Option that you have chosen to subscribe to. Generally:-
- 4.9.1. There will be no Usage Charges for the inclusive minutes or messages, or for usage up to and including the inclusive value amount of your Package Option; and
- 4.9.2. unless MTN SP tells you otherwise, if you do not use all your inclusive minutes or inclusive value amount during a particular month:-
- 4.9.2.1. the unused portion of the inclusive value amount may be collected together for you to use during the rest of the period of the Contract; but
- 4.9.2.2. the unused inclusive minutes or messages may be collected together in a particular month only for you to use during the next Month. Inclusive minutes or messages cannot be carried over for more than 1 (one) month and their value can never be more than the value of the total inclusive minutes and/or messages for any 1 (one) month of your Package Option. The inclusive minutes and/or messages that you don't use in that next Month will be lost.
- 4.9.3. If the start date of this Contract falls on a day other than the first day of a Month, then the inclusive minutes and/or messages will be pro-rated for the rest of that Month.
- 4.9.4. If the inclusive minutes or messages are weekend minutes, then you may only use them on the weekends during your Contract between the hours stated by MTN SP from time to time. If the Contract starts after the last weekend in any Month, you will not have any inclusive minutes or messages during that Month.
- 4.9.5. Inclusive messages can only be used in South Africa and cannot be used for international messages or messages sent while you are outside of South Africa.
- 4.9.6. Inclusive minutes can only be used for national and mobile-to-mobile calls in South Africa. Inclusive minutes cannot be used for International calls, calls made while roaming outside of South Africa and calls to Value Added Services other than those to which you have free access. Depending on the Price List, in this context:-
- 4.9.6.1. a national call is a call made to a destination in South Africa;
- 4.9.6.2. a mobile-to-mobile call is a call made in South Africa from one Mobile Device to another where both Mobile Devices are connected to a PLMN ("Public Land Mobile Network") in South Africa, licensed by the Regulatory Authority.
- 4.10. Depending on the Price List and/or the rules of the particular Package Option that you have chosen:-
- 4.10.1. national and inclusive minutes are calculated and charged either:
- 4.10.1.1. in units of 60 (sixty) seconds, or any part thereof for the first unit, and then in half units of 30 (thirty) seconds or any part thereof. (If you use any part of a unit or half unit you will be liable for the full charge for that unit or half unit);
- or
- 4.10.1.2. in units of 1 (one) second, for each unit ("per second billing").
- 4.10.2. International calls are charged by MTN SP at the international call rate depending on the rules of the particular Package Option to which you subscribed. The charges from Telkom for calls to the international country that you have called are added to the MTN SP charges.
- 5. SUSPENSION OF ACCESS TO NETWORK SERVICES**
- 5.1. MTN SP may at any time, on notice to you, suspend your access to the Network Services if:-
- 5.1.1. any modification, maintenance or remedial work must be undertaken in relation to the Network or the Network Services; or
- 5.1.2. you breach any term of this Contract, including if you fail to give to MTN SP all necessary documents stated on the Subscriber Contract Application Form or if you do not pay MTN SP any amount owing on due date; or
- 5.1.3. you at any time go over the internal limit of service that MTN SP may set and may notify you of, from time to time.
- 5.2. If you request a suspension or deactivation to be reversed, MTN SP may require you to pay a lift suspension charge of R 75.00 (excl. VAT) to lift a suspension after you have been suspended, or a reconnection Charge of R 95.00 (excl. VAT) for reconnecting you to the Network after you have been deactivated, in the circumstances mentioned in clauses 5.1.2. and 5.1.3 above.
- 5.3. If your access to the Network is suspended for any reason, you will still be liable for the Monthly Service Charges during the time of suspension, unless MTN SP agrees in writing not to charge you.
- 6. LIMITATION OF LIABILITY**
- MTN SP will not be liable to you or to any other person for any loss or damage suffered (whether it is direct or indirect), if:-
- 6.1. MTN SP for any reason whatever does not supply and/or deliver any Mobile Device or SIM Card/s, either on the required date, or at all; and/or
- 6.2. the Network Services are interrupted, suspended or cancelled, for whatever reason; and/or
- 6.3. MTN SP does not suspend the provision of the Network Services to you after you have specifically requested MTN SP to do so in order to, among other things, limit the Usage Charges; and/or
- 6.4. the loss or damage was caused by any negligent act or failure to act by MTN SP, its employees or its agents.
- 7. BREACH**
- 7.1. **If you breach any term of this Contract, including by failing to pay any amount owing to MTN SP on due date, or you cancel this Contract, before the end of the Initial Contract Period or Contract Renewal Period as the case may be ("early cancellation"), then without limiting MTN SP's rights, MTN SP may on notice to you, cancel this Contract, and/or demand that you perform all your obligations and that you immediately pay the CANCELLATION CHARGES explained to you in clause 2.3 above and signed by you, whether or not the amounts are due yet. MTN SP will not be obliged to perform any of its obligations under this Contract.**
- 7.2. You agree and consent in terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court in relation to any court proceedings instituted against you relating to this Contract. MTN SP, in its discretion will still be entitled to institute any court proceedings in any division of the High Court of South Africa with competent jurisdiction.
- 7.3. MTN SP will be entitled immediately on notice to you, to cancel this Contract if you are sequestered, liquidated, or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsorily.
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- 7.4. **PERMISSION TO REPORT TO CREDIT BUREAU:**  
You give MTN SP permission to register details of the way you have conducted your payments to MTN SP with any registered credit bureau. You give up ("waive") any claims you may have against MTN SP relating to such disclosures. MTN SP will give you 20 (twenty) business days notice of its intention to submit to a credit bureau any adverse information relating to the payment of your account or any classifications related to enforcement action taken by MTN SP.
- 7.5. You will be entitled to refer any dispute between you and MTN SP relating to the availability of the Network Services, to any Telecommunications Representative who may be appointed by

the Independent Communications Authority of South Africa ("ICASA"), or any successor thereof.

## 8. INSURANCE

- 8.1. Unless you choose to take insurance for the Mobile Device by completing, signing and handing the separate MTN SP Insurance Application Form to MTN SP, your Mobile Device will not be insured by MTN SP. The insurance will depend on the terms of that insurance from time to time.
- 8.2. If you have any questions about insurance of the Mobile Device, you may contact MTN SP, who will direct you to the insurance administrators, the brokers, or an insurance representative of MTN SP.

## 9. GENERAL

- 9.1. Unless stated otherwise, all prices and Charges in this Contract and any Price List, are exclusive of Value Added Tax ("VAT") and any other applicable tax or duty. You will have to pay any VAT, tax or duty that is not included.
- 9.2. You may not give up or transfer any of your rights or obligations in this Contract to any other person without MTN SP's prior written consent. MTN SP will notify you in writing if it cedes or transfers its rights and obligations in this Contract.
- 9.3. MTN SP may change the terms of this Contract as a result of changes in taxes, laws, regulations, terms of the licence issued to the Operator, terms of any contract between the Operator and MTN SP, or in any similar circumstances. MTN SP will notify you of any changes in writing.
- 9.4. This Contract, together with the Subscriber Contract Application Form is the whole agreement between you and MTN SP in relation to its subject matter. No other warranties, promises or statements have been made by MTN SP or any dealer or so-called agent of MTN SP.
- 9.5. No leniency or extension of time that MTN SP may show to you, will in any way prejudice MTN SP or prevent MTN SP from exercising any of its rights.
- 9.6. This Contract and all matters or disputes relating to it will be governed by the laws of South Africa.
- 9.7. If any Court finds that any term of this Contract is not legally enforceable, illegal, void or against public policy, then that term will have no force or effect on the rest of this Contract.
- 9.8. You give MTN SP permission to make known your name, address, and personal details to any person, whenever it is reasonably necessary for MTN SP to properly perform its functions or protect its interests, or to enable the Operator to provide emergency Network Services to you, or directory or repair services and information to Network users generally, or when that information has been requested by any official regulatory or legislative body.
- 9.9. You and MTN SP choose the fixed addresses set out in clause 1.18. above and the Subscriber Contract Application Form as the addresses where you or MTN SP will accept notices or court documents ("domicilium citandi et executandi") relating to this Contract.
- 9.10. You and MTN SP will be entitled to change your fixed address to any other fixed address in South Africa, which is not a post office box, by giving written notice to each other. The new fixed address will become that person's domicile within 30 (thirty) days of the other person receiving the notice.
- 9.11. You will be required to give MTN SP at least 30 (thirty) days' written notice of any change you wish to make to any Package Options or services in the Subscriber Contract Application Form. You will have to make sure that MTN SP has received and agreed to that change request, otherwise the change will not be of any force or effect.
- 9.12. You or MTN SP may give any notice and any payment to each other:-
- 9.12.1. by hand, by fax or by email during normal business hours of MTN, at the receiving person's domicile physical address for the time being. Unless the opposite is proved, a fax or email will be presumed to have been received 48 (Forty eight) hours after the time that it was sent. You must make sure that you get proof of receipt; or
- 9.12.2. by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being. Unless the opposite is proved, the notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that you keep proof that you sent the notice.
- 9.12.3. You may not give a notice to MTN SP by SMS.

### PERMISSION TO MARKET:

By ticking the box on the Subscriber Contract Application Form, you give MTN SP express permission to contact you by telephone, fax, SMS or email at the contact number/s and address you provided on the Subscriber Contract Application Form for the purposes of marketing its products and/or services to you.

## 9.14. SEPARATE CONTRACTS

The part of this Contract relating to MTN SP making Network Services accessible to you on the one hand (Part I), and the sale or lease of the Mobile Device(s) on the other hand (Part II), will be separate parts of the Contract. Each part will be divisible and capable of standing on its own as a separate Contract.

- 9.15. Even though the parts of this Contract can be separated, the terms of Part I that can apply to Part II, will apply with the proper changes, as if they had been specifically included in Part II.

## 10. MOBILE NUMBER PORTABILITY

Moving your mobile number from one mobile network or mobile service provider to another:

- 10.1. If you choose to move ("port") your mobile number from your existing mobile service provider ("the donor service provider") to another mobile service provider ("the recipient service provider"), you may either choose to stay on the MTN mobile cellular Network, or move to another mobile cellular network operator ("the recipient mobile network operator").
- 10.2. You may contact the recipient service provider to request to port your mobile number to them and to inform them whether you wish to keep your number on the MTN mobile cellular Network or to port your number to another mobile cellular network.
- 10.3. Your port request will only be processed during Porting Hours.
- 10.4. The recipient service provider will require you as a contract Subscriber to fill in and sign a port request form as well as application forms/subscriber contract ("contract") and will credit-verify you for the services that you have applied for.
- 10.5. If you are not the Account Holder on MTN SP's system, then you will have to provide an authority from the Account Holder to request the port.
- 10.6. You may request the recipient service provider to port your number on a date in the future, provided it is not later than 31 (thirty one) days after your port request form is received by the recipient service provider.
- 10.7. The recipient service provider will inform the donor service provider that you wish to move your number and ask the donor service provider if they accept your request. The donor may request your port request form from the recipient service provider, but this is not standard procedure.
- 10.8. The donor service provider may reject your port request for the following reasons:
- 10.8.1. if your number is invalid or is not permitted by law to port;
- 10.8.2. if your number has been deactivated from the donor service provider's mobile cellular network;
- 10.8.3. if your number has been suspended by the donor service provider because you have not paid your account with the donor service provider;
- 10.8.4. if the Account Holder's identity details on the donor service provider's systems do not match the identity details that you provided when requesting the port.
- 10.9. The recipient service provider may reject your request to port if you do not pass their credit vet procedures.

If you port your mobile number before the end of the Initial Contract Period or Contract Renewal Period (as the case may be) of this Contract and either you or MTN SP cancel your Contract, then you will still be responsible to pay MTN SP for the CANCELLATION CHARGES explained to you in clause 2.3 above and signed by you.

- 10.11. If you port your mobile number, the following will happen:

- 10.11.1. You must give your donor service provider 30 (thirty) days' written notice that you wish to cancel your contract, otherwise it will stay in force and you will still be charged Monthly Service Charges for it, even if you do not use the Network Services.
- 10.11.2. The donor service provider may in its discretion cancel your existing contract on receipt of an activation message from your recipient service provider, but this will not happen automatically;
- 10.11.3. You will lose any accumulated unused credits or minutes that you do not use before you port;
- 10.11.4. You will lose any messages or data that you do not collect or access before you port;
- 10.11.5. The donor service provider will bill you for all Charges before you port (i.e. before you have been deactivated by the donor service provider) and may bill you for Charges after you port, if you have not given written notice of cancellation of the Contract. If certain Charges are received by the donor service provider via late call data records due to any delays in network billing or international calling or roaming, you may receive a further bill;
- 10.11.6. The recipient service provider will bill you for all Charges after you port (i.e. after you have been activated by the recipient service provider);
- 10.11.7. You may be charged a port administration fee by the recipient service provider upon activation of your number by the recipient service provider;
- 10.11.8. The Network Services, Value Added Services or other services that you received from the donor service provider cannot be ported to the recipient service provider, so you will lose them when you port. The new services available to you will depend on the services available in the Package Option you subscribe to in the contract with the recipient service provider;
- 10.11.9. The donor service provider will not be responsible for any warranty on the Mobile Device that you received when you subscribed to the Package Option in your contract with the donor service provider, after the manufacturer's warranty has expired.
- 10.12. If you wish to port your number again, you must be aware of the following:
- 10.12.1. By law, you will have to wait at least 2 (two) months after you have ported your number before you can port your number again;
- 10.12.2. If you wish to port your number back to MTN SP, MTN SP may credit-verify you again as you will be a new customer according to MTN SP's normal business practice.

## PART II: CONDITIONS FOR SALE OF MOBILE DEVICES AT A SUBSIDISED PRICE

11. The sale of Mobile Device/s by MTN SP to you at a subsidised price will depend on the following terms:-

- 11.1. If either you or MTN SP cancel this Contract for whatever reason before the end of the Initial Contract Period or Contract Renewal Period (as the case may be) of this Contract ("Early Cancellation"), MTN SP will have the right to claim from you a refund of the amount of R 1710.00 (including VAT), being the amount by which the Mobile Device was subsidised by MTN SP at the time that you entered into this Contract with MTN SP and MTN SP sold the Mobile Device to you ("handset subsidy"), plus any other CANCELLATION CHARGES that have been stated in this Contract. You will have to pay all these amounts to MTN SP within 14 (fourteen) days of MTN SP's demand.
- 11.2. If MTN SP subsidised the price of that Mobile Device, MTN SP will be the owner until the end of the Initial Contract Period or Contract Renewal Period (as the case may be), or until you have paid the full amount of the Mobile Device handset subsidy set out in clause 11.1 above, to MTN SP.
- 11.3. You will be responsible for all loss or damage to the Mobile Device supplied to you by MTN SP, no matter how that loss or damage has been caused, from the time that the Mobile Device is delivered to you or any other person that you have chosen to receive the Mobile Device on your behalf.
- 11.4. MTN SP's obligations for any warranties relating to the Mobile Device will depend on the extent of the warranty provided by the manufacturer of the Mobile Device. You will be responsible to pay all transport charges relating to any warranty claims made by you for replacement or repair of the Mobile Device.
- 11.5. **Faulty Mobile Devices:**  
If you discover any fault or defect in the Mobile Device within 7 (seven) days of receiving it, you must return the Mobile Device to MTN SP immediately in the same condition and packaging as the Mobile Device was delivered to you, along with the proof of purchase (the invoice and proof of delivery waybill documents).

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- 11.6. If you have not used the Mobile Device on the Network for more than the total period of time stated by MTN SP (this "talk time" time depends on the type of Mobile Device), MTN SP will replace the damaged/faulty Mobile Device. This will depend on the manufacturer's warranty (if there is one).
- 11.7. If you do not return the Mobile Device in the same packaging to MTN SP, MTN SP may charge you a packaging fee and you give MTN SP permission to debit your MTN SP account with the amount of the cost of repackaging the Mobile Device.
- 11.8. If MTN SP examines the Mobile Device and decides that it shows any signs of damage, then MTN SP will not be obliged to take the Mobile Device back from you, or to replace that Mobile Device. You will not have any claim against MTN SP in this case.
- 11.9. If you request MTN SP to repair the Mobile Device, all repairs will depend on the manufacturer's warranty (if there is one). If the warranty does not cover the damage and repair, then you will have to pay for all repair costs as quoted by MTN SP before the repair will be done.
- 11.10. **MTN Direct "14 Day Money Back Guarantee":**  
If you have received/bought the Mobile Device/s from MTN Direct, it will carry a "14 day money back guarantee" as long as you return the Mobile Device according to the following business rules:
- 11.10.1. This "14 day money back guarantee" only applies to Mobile Devices supplied by MTN SP through its MTN Direct channel.
- 11.10.2. You must personally return the Mobile Device and all its accessories and SIM card, within 14 (fourteen) days of the date of delivery invoice, in its original packaging to an MTN SP Service Centre. Deliveries by you to MTN SP via courier will not be accepted, nor can MTN SP collect it from you.

- 11.10.3. You must also supply an original invoice and proof of delivery.
- 11.10.4. If you received a promotional items/gift /voucher, you must also return these items together with the Mobile Device. Only unredeemed vouchers will be accepted back by MTN SP.
- 11.10.5. When you return the Mobile Device, accessories and SIM Card to the MTN SP Service Centre, MTN SP will inspect them in your presence, to check for any signs of damage and to check if you have used the Mobile Device to make or receive calls or SMS's.
- 11.10.6. If MTN SP decides that the Mobile Device or accessories show any sign of damage, or the Mobile Device has been used for longer than 15 (fifteen) minutes, MTN SP will not accept its return as this will void any manufacturer's warranty. You will not have any claim against MTN SP in this case.

**11.11. LIMITATION OF LIABILITY**

MTN SP will not be liable to you or any other person, for any loss or damage suffered (whether it is direct or indirect) as a result of the use of any Mobile Device supplied to you by MTN SP relating to this Contract.

**12.MTN ANYTIME AND OFF PEAK PACKAGE OPTIONS**

**12.1. New definitions**

- 12.1.1. Inclusive Airtime Value: This is the Rand value of airtime that you receive on a monthly basis as part of your contract package. This inclusive Airtime Value is depleted by normal usage charges such as voice calls, SMS and MMS messages, browsing the Internet, MTN Loaded content, international calling, MTN Roaming, etc.
- 12.1.2. In-bundle rate: This is the charge for local voice calls at which your inclusive Airtime Value will be billed.
- 12.1.3. Out-of-bundle rate: This is the charge for local voice calls that will be applicable when your inclusive Airtime Value for a specific month has been depleted.
- 12.1.4. Carry Over: If you don't use all your inclusive Airtime for the month, it will carry over to the next month. You can carry over up to five months' worth of the subscription value of your package.

**12.2. Inclusive messages and inclusive airtime value amounts**

- 12.2.1. The MTN Anytime and MTN Off Peak Package Options will consist of an inclusive Airtime Value amount, as well as inclusive SMS's over and above the inclusive Airtime Value.
- 12.2.2. The inclusive Airtime Amount, which remains unused at the end of the month, may be carried over to the next month. This unused inclusive Airtime can only be carried over to a limit equivalent to 5 (five) months' worth of subscription value.
- 12.2.3. The inclusive SMS's will not carry over to the next month; therefore if it is not used in any given month, it will expire at the end of that specific month.
- 12.2.4. The Inclusive Airtime Value and SMS's that you receive on a monthly basis will depend on the rules of the particular Package Option that you have chosen to subscribe to.

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