

MTN Service Provider (Pty) Limited
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P.O. Box 9955, Cresta, 2118
Tel: (011) 912-3000 Fax: 083 705 7171
Website www.mtnsp.co.za



Upgrade(Contract renewal) Procedure

HEREWITH please find the information that you require in order to Upgrade/Renew a contract

Kindly complete the below Renewal form. This has to be completed and signed by your Company's MTN Account administrator and forwarded it to business@mtn.co.za.

Please note that all UPGRADE(Contract renewal) APPLICATIONS must be accompanied by a Subscriber Agreement Renewal form or Subscriber agreement and official company letterhead

Please feel free to contact our Contact Centre lines, which are:

809 from a MTNSP sim card or 083 1 809 from a landline or other Network operators



SUBSCRIBER AGREEMENT RENEWAL

Account number: _____

Cellphone number: _____

I the undersigned subscriber ("Subscriber"), with ID Number _____, confirm my acceptance to participate in MTN Service Provider (Pty) Limited's ("MTN Service Provider") Terminal Equipment upgrade programme and that I accordingly agree to extend the term of my existing Subscriber Agreement, with the above detailed sequence number ("Current Agreement") by an additional twenty four (24) months ("extended period"). Accordingly the extended period shall commence on the day after the day upon which the initial period or renewal period stipulated in my Current Agreement with MTN Service Provider terminates and shall terminate twenty four (24) calendar months thereafter. Specifically, the extended period will commence on

_____ and terminate on _____.

I further agree that the terms and conditions contained on the reverse side/ attached to this Subscriber Agreement renewal form shall apply to the upgraded Terminal Equipment supplied by MTN Service Provider to me as well as inter alia, my use of the Network Services for the renewed period of the Current Agreement as set out below. I further acknowledge that I have received, read and understand such new terms and conditions. I further acknowledge that the details contained on the schedule of the original Subscriber Agreement with the above detailed sequence number are true and correct and shall be deemed to be part of the extension of my Current Agreement.

Signed aton this the.....day of.....20.....

Signature:.....

For Business Agreements:

Company: _____ Authorized for upgrade? Yes _____ No _____

Name of person providing authorisation: _____ Authorisation signature/s: _____

Order Confirmation

Handset requested: Type: _____ Price: _____

Type of Sim card in back of current phone (8K if not specified, 16K if stated): _____

Please deliver my new phone to the person and address detailed below at the preferred date and time. *

(please note that the phone can only be left with the person(s) nominated below)

Myself _____ Name _____

Nominee _____ Name _____

Physical Delivery Address (please note that we are not able to deliver to a P.O. Box)

* We will endeavour to accommodate this preference, however, if unable to we will notify you immediately.



MTNSP's Terms and Conditions for the Standard 24 Month Contract

PART I: SUBSCRIBER AGREEMENT

1. SUBSCRIBER AGREEMENT FORM

In this Agreement, unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:-

1.1. "Activation" means the enabling of a SIM Card by MTNSP at MTNSP's Premises to operate on the Network in terms of this Agreement;

1.2. "Agreement" means the Schedule and these terms and conditions in Part I and, where applicable, Part II and any addendum to this Agreement duly authorised by MTNSP and signed by the Subscriber or an authorised representative of the Subscribers;

1.3. "Charges" means the Connection Charges, Monthly Service Charges, Usage Charges and any other charges pertaining to the provision of the Network Services, SIM Cards and any other services howsoever described, by MTNSP to the Subscriber, as detailed in the Price List from time to time;

1.4. "Connection Charge" means the Charge levied by MTNSP on the Subscriber in consideration for Activating the Subscriber's SIM Card for use on the Network;

1.5. "GSM" means Global System for Mobile Communications as defined in the European Technical Standards Institute structure of specifications;

1.6. "Initial Period" means a period of 24 (TWENTY FOUR) successive months commencing from the date of Activation which date shall be set out in the first bill sent to the Subscriber after Activation;

1.7. "Insurance Charges" means the premiums payable by the Subscriber for the insurance of the Terminal Equipment and, if applicable, related risks from time to time, which insurance applies as per the election of the Subscriber set out in the Schedule, and which charge is not included in the Monthly Service Charge;

1.8. "a Month" shall mean a period which commences at 0h00 on a particular date (determined by MTNSP from time to time) of a calendar month and shall endure until 23h59.59 on the day before that particular date in the following calendar month;

1.9. "Monthly Service Charge" means the monthly charge/s levied by MTNSP in consideration for the Subscriber's access to and use of the Network Services, as detailed in the Price List from time to time;

1.10. "MTNSP" means MTNSP (PROPRIETARY) LIMITED, Registration Number 93/02648/07, of 3 Alice Lane, Sandown Ext.38, Sandton;

1.11. "MTNSP's Premises" means the offices of MTNSP at the address set out in clause 1.10 but specifically excludes the branch offices of MTNSP and the offices of any agent or intermediaries acting on behalf of MTNSP or any other party;

1.12. "MSISDN" means the Mobile Station International Subscriber Directory Number (otherwise known as the mobile telephone number) programmed into each SIM Card;

1.13. "Network" means the cellular telephony system operated by the Operator;

1.14. "Network Services" means the GSM Telecommunications network services, including, inter alia, Value Added Services, made accessible to the Subscriber by MTNSP in terms of this Agreement;



1.15. "Operator" means MTN (PROPRIETARY) LIMITED, its successors or assignees or any other licensed cellular operator in South Africa which has granted MTNSP a sub-license to make the Network Services available to the Subscriber;

1.16. "Order" means an Order placed by a Subscriber on MTNSP, as per the Schedule or in any other form approved by MTNSP, for the provision of Terminal Equipment, SIM Cards and/or use of the Network Services;

1.17. "Package Option" means any one of the tariff plans under which the Network Services are made accessible to Subscribers, which tariff plans are set out in the Price List and vary according to the rate of Usage Charges, Value Added Services included and other variables determined by MTNSP or the Operator from time to time, but subject to the requirements, conditions and/or approvals of the relevant regulatory authority, where applicable;

1.18. "Price List" means that schedule on which the Charges levied by MTNSP, as approved by the Operator and/or any relevant authority, are recorded, which Price List may be amended by MTNSP from time to time and which is available on request from MTNSP;

1.19. "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 plus 3% (three percent), compounded monthly in arrears and charged by such 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 shall be certified by any manager or assistant manager of the said bank, whose decision shall be final and binding on the parties;

1.20. "Regulatory Authority" means the party referred to in 7.4.

1.21 "Renewal Period" means a period of 12 (TWELVE) successive Months commencing on the day immediately following:-

- (i) the expiration of the Initial Period; or
- (ii) an anniversary of the expiration of the Initial Period; as the case may be.

1.22. "the Schedule" means the Order or application form section of this Agreement to which these terms and conditions are attached or printed overleaf;

1.23. "SIM Card" means a Subscriber Identity Module incorporating an ICC and MSISDN which, when activated by MTNSP, provides a Subscriber using compatible Terminal Equipment with access to the Network Services;

1.24. "Subscriber" means that party whose particulars appear on the Schedule or his/her its successors or authorised assignees;

1.25. "Terminal Equipment" means a GSM Terminal and accessories thereto utilised by the Subscriber to send and/or receive messages conveyed by the Network;

1.26. "Usage Charges" means the Charges charged by MTNSP to the Subscriber for recorded usage of the Network Services, at the rates published in the Price List from time to time;

1.27. "Value Added Services" means the services designated as such by MTNSP from time to time. These may, at MTNSP's election, be provided only to Subscribers under certain Package Options to the exclusion of other Subscribers, or may be provided to all or any Subscribers at additional charges and may be introduced or withdrawn by MTNSP in its discretion from time to time. MTNSP may vary the charges payable for the Value Added Services upon notice to the Subscriber.



2. COMMENCEMENT AND TERMINATION

2.1. This Agreement shall commence on the date of Activation of a SIM Card issued to the Subscriber by MTNSP ("commencement date") and shall, subject to the provisions of clause 7, continue for the Initial Period, and thereafter continue automatically for an unlimited number of Renewal Periods unless terminated:-

2.1.1. by the Subscriber, on expiration of the Initial Period or a Renewal Period, as the case may be, by giving to MTNSP a written notice of termination not less than 30 and not more than 90 days before the expiration of the Initial Period or Renewal Period, as the case may be; and/or

2.1.2. by MTNSP, forthwith on written notice to the Subscriber, in the event of the sub-license issued by the Operator in terms of which MTNSP is authorised and empowered to give the Subscriber access to the Network Services is terminated for whatsoever reason.

2.2. Notwithstanding the use of agents or other intermediaries by MTNSP, the Order by the Subscriber is an offer made by the Subscriber to MTNSP and will be considered once received by MTNSP at MTNSP's Premises. MTNSP's acceptance of the offer (if it does accept) shall consist of the Activation of the SIM Card as contemplated in 2.1. and upon which Activation this Agreement shall become binding between MTNSP and the Subscriber whether or not the Subscriber was notified of the acceptance of the offer. The Subscriber herewith expressly dispenses with notification of acceptance of the offer by MTNSP.

2.3. If any SIM Card is supplied to the Subscriber and activated at any time pursuant to the execution of a further Agreement between MTNSP and the Subscriber, which execution occurred subsequent to the execution of this Agreement, then such SIM Card shall be governed by the terms and conditions of such later Agreement. The terms and conditions of this Agreement shall, however, continue to apply to the SIM Cards, Network Services, etc. supplied under this Agreement.

3. SUPPLY OF SIM CARDS AND NETWORK SERVICES

3.1. The Order placed by the Subscriber on MTNSP is subject to MTNSP's approval in its sole discretion. If MTNSP does not approve the Order, it shall not be under any obligation to the Subscriber to give reasons for its decision.

3.2. MTNSP shall utilise its best endeavours to promptly comply with any supply and/or delivery requirements recorded in the Order, but shall not be liable to the Subscriber in the event that such supply and/or delivery is delayed or cancelled, for whatsoever reason.

3.3. The Subscriber shall be responsible for obtaining all necessary approvals and authorities imposed by any competent authority and required for the purpose of any such supply and/or delivery of an order, and the Subscriber hereby indemnifies MTNSP against any claim or liability suffered by MTNSP by reason of such approvals and authorities not having been obtained.

3.4. All risk in and to SIM Cards supplied and delivered by MTNSP to the Subscriber shall pass to the Subscriber on delivery thereof to the Subscriber or a party nominated by the Subscriber to accept receipt of such SIM Card.

3.5. If a SIM Card is lost, stolen or damaged, the Subscriber shall immediately notify MTNSP of this in writing and until such notification is received by MTNSP, the Subscriber shall remain liable for all costs and Charges pertaining to such SIM Card. MTNSP shall as soon as reasonably possible, issue to the Subscriber a replacement SIM Card, and may in its discretion, require the Subscriber to effect payment of a reasonable charge in respect of the cost of issuing such replacement SIM Card. Such loss, theft or damage and/or the issue of a replacement SIM Card and/or the allocation of a new MSISDN for any reason, shall in no way be deemed to constitute a termination of this Agreement which shall continue to be of full force and effect.

3.6. The Subscriber hereby warrants and undertakes in favour of MTNSP that the Subscriber:-

3.6.1. shall not use nor allow the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment or interruption to the Network Services;



3.6.2. shall only use Terminal Equipment approved by MTNSP, and comply with all relevant legislation and regulations imposed by any competent authority and all directives issued by MTNSP relating to the use of Terminal Equipment, Network Services and/or SIM Cards;

3.6.3. recognises that no right, title or interest in the software, the MSISDN or the ICC contained in each SIM Card issued to the Subscriber, vests in the Subscriber;

3.6.4. shall not, nor permit any third party to reverse engineer, decompile, modify or tamper with the software, the MSISDN or the ICC contained in, or pertaining to, any SIM Card.

3.7. The availability of Value Added Services, whether for free or in circumstances where a Monthly Service Charge is charged, is subject to the discretion of MTNSP and may be charged for or withdrawn at any time by MTNSP in its sole discretion. In the event that MTNSP withdraws any Value Added Service for which a Monthly Service Charge is charged, no further Monthly Service Charge will be charged for the period after the withdrawal of the Value Added Service concerned. Where the Subscriber subscribes to a Package Option that includes the provision of Value Added Services free of charge, MTNSP shall be entitled, in its sole discretion and without notice of the Subscriber, to vary, discontinue or substitute any such Value Added Service without reducing any of the Monthly Service Charges or providing any refund, unless it determines in its sole discretion to do so.

3.8. Notwithstanding its Activation, the SIM Card shall 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 the Subscriber submitted to MTNSP at least five working days before the specified date of unbarring and in the form as may be prescribed by MTNSP from time to time. MTNSP reserves the right to refuse to unbar the SIM Card as contemplated herein without furnishing reasons therefor, and may in its discretion require the Subscriber to first provide a security deposit in the amount determined by MTNSP in its discretion before the SIM Card is unbarred.

4. CHARGES

4.1. In consideration for the provision of the Network Services, SIM Cards and any other products and/or services supplied by MTNSP to the Subscriber, the Subscriber shall effect payment to MTNSP of the applicable Charges, as detailed in the Price List, and whether or not the Network Services have been, or are being utilised by the Subscriber.

4.2. MTNSP may, on written notice to the Subscriber, vary any Charges, either in whole or in part, with effect from the date specified in such notice.

4.3. Unless otherwise agreed to by MTNSP in writing, the Subscriber shall effect payment to MTNSP:-

4.3.1. for the supply and delivery of Terminal Equipment, and SIM Cards in full, on presentation of an invoice and against such delivery;

4.3.2. of Monthly Service Charges and Insurance Charges, if applicable, monthly in advance, and of all other Charges, monthly in arrears, in either event in full, within 21 (TWENTY ONE) days from date of the relevant bill referred to in 4.7.;

4.3.3. at MTNSP's Premises or at the bankers of MTNSP in Sandton. Where payment is made by the Subscriber through a debit order, other electronic means or any other intermediary, the Subscriber's bankers or other intermediaries shall act as the Subscriber's agents and the Subscriber shall have discharged its obligations only upon payment being received by MTNSP at MTNSP's Premises or by the bankers of MTNSP in Sandton and such payment has been identified by MTNSP as the Subscriber's payment for the relevant Subscriber's Account.

4.4. Notwithstanding the provisions of Clause 4.3., MTNSP may at any time on reasonable written notice to the Subscriber vary its invoicing and payment procedures and requirements.



4.5. In the event that MTNSP requires payment for the services provided to the Subscriber to be made by debit order, the Subscriber will commit a breach of this Agreement if the Subscriber:-

- (i) cancels such debit order without the prior written consent of MTNSP;
- (ii) changes his banking details upon which the debit order relies, without giving MTNSP prior notification of such change and providing MTNSP with the Subscriber's new banking details.

4.6. Notwithstanding the banking details contained in the Schedule, the Subscriber hereby authorises MTNSP to debit any bank account held by the Subscriber for any amounts owed by the Subscriber to MTNSP in terms of this Agreement.

4.7. A monthly statement ("bill") shall be sent by MTNSP to the Subscriber at the address supplied by the Subscriber in the Schedule or in writing to MTNSP. It shall be the duty of the Subscriber to check the bill in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of a bill within 30 days from the date thereof, the contents thereof shall be deemed to be correct.

4.8. Any migration from one Package Option to another shall for the duration of this Agreement be subject to MTNSP's approval in its discretion and MTNSP shall be entitled to levy a migration and/or administration fee for such migrations, provided that such fees do not exceed the amounts approved or fixed by the responsible Regulatory Authority from time to time. In addition any migration or upgrade applied for by the Subscriber shall be dealt with in accordance with MTNSP's policies and procedures as stipulated from time to time.

4.9. Where a Package Option includes free units ("inclusive minutes"):-

4.9.1. no Usage Charges will be payable for the inclusive minutes; and

4.9.2. unless otherwise advised by MTNSP, should any inclusive minutes not be used during the Month in which they accrued, the unused inclusive minutes may be accumulated by the Subscriber for use in the next Month. Provided that:-

- i) such inclusive minutes can not be carried over for more than one (1) Month ("carry over minutes"); and that
- ii) the carry over minutes shall not exceed the value of the total inclusive minutes attributable to the Subscriber in accordance with the Subscriber's Package Option for any one Month. In the event of the Subscriber not utilising any of the carryover minutes in the Month to which they were carried over, these unused inclusive minutes shall be forfeited.

4.9.3. MTNSP shall, in its sole discretion determine the commencement date of the Month during which the inclusive minutes may be utilised.

4.9.4. in the event that the commencement date of this Agreement falls on a day other than the first day of a Month, then the inclusive minutes shall be pro-rated for the remaining portion of that Month. In the event that the inclusive minutes may only be utilised on the weekend and the Agreement commences after the last weekend in any Month, the Subscriber shall not be entitled to any inclusive minutes during that Month.

4.9.5. where the Subscriber subscribes to a Package Option with weekend only inclusive minutes, the inclusive minutes may only be utilised on the weekend between midnight on Friday and midnight on Sunday.

4.9.6. inclusive minutes, where they are applicable to a Package Option, shall be limited to local, national and mobile to mobile calls within the Republic of South Africa as well as calls to the Value Added Services to which the Subscriber may have free access from time to time. International calls, calls made while roaming overseas and calls to Value Added Services other than those to which the Subscriber has free access, are specifically excluded. For purposes of this 4.9., but subject to the provisions of the Price List to the contrary:-



4.9.6.1. a local call is a call made to a destination within the Republic of South Africa less than 400 kilometres away from the originator of the call;

4.9.6.2. a national call is a call made to a destination within the Republic of South Africa equal to or greater than 400 kilometres away from the originator of the call;

4.9.6.3. a mobile to mobile call is a call made within the Republic of South Africa from one Terminal Equipment to another where both Terminal Equipments are connected to a PLMN (Public Land Mobile Network) in the Republic of South Africa.

4.10. Subject to any contrary provisions of the Price List from time to time:-

4.10.1. local, national and inclusive minutes are calculated and charged in units of 60 seconds, or any part thereof, for the first unit and in half units of 30 seconds or any part thereof, thereafter. In the event that the Subscriber uses any part of a unit or half unit the Subscriber shall be liable for the full charge in respect of that unit or half unit.

4.10.2. international calls are charged in the units referred to above and at the rate applicable from time to time in respect of the particular package to which the Subscriber subscribes, to which are added the charges levied by Telkom for calls to the country to which the international call is made.

5. SUSPENSION

5.1. MTNSP may at any time, without notice to the Subscriber and in any manner whatsoever, suspend the Subscriber's access to the Network Services in the event that:-

5.1.1. any modification, maintenance or remedial work is required to be undertaken pertaining in any manner whatsoever, to the Network Services or the Network;

5.1.2. the Subscriber fails to perform any of his obligations, or breaches any terms of this Agreement;

5.1.3. the Subscriber at any time exceeds the credit limit which MTNSP in its absolute discretion may set and notify the Subscriber of, from time to time.

5.2. MTNSP reserves the right to require the Subscriber to effect payment of any applicable reconnection Charge pursuant to the restoration of Network Services suspended in the circumstances contemplated in Clauses 5.1.2. and 5.1.3.

5.3. Unless otherwise agreed to by MTNSP in writing, in the event that the Subscriber's access to the Network is suspended, the Subscriber shall still be liable for the Monthly Service Charges during any such period of suspension.

6. LIMITATION OF LIABILITY

Without detracting from any of the other provisions of this Agreement, MTNSP shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber, and whether same is direct or consequential, in the event that:-

6.1. MTNSP fails for any reason whatsoever to supply and/or deliver any Terminal Equipment or SIM Cards, either on the required date, or at all; and/or

6.2. The Network Services are interrupted, suspended or terminated, for whatsoever reason; and/or

6.3. MTNSP fails to suspend the provision of the Network Services to the Subscriber in terms of an arrangement between MTNSP and the Subscriber or after the Subscriber has specifically requested MTNSP to do so in order to limit the Usage Charges; and/or



6.4. Such loss or damage was caused by any negligent act or omission on the part of MTNSP, its employees or its agents.

7. BREACH

7.1. In the event that the Subscriber breaches any term of this Agreement, or any warranty given by him hereunder, or fails to fulfil any obligation resting upon him, including a failure to pay any amount owing to MTNSP on due date, then without prejudice to MTNSP's rights, MTNSP may forthwith and without notice to the Subscriber, either terminate this Agreement, or call for specific performance of all the Subscriber's obligations and immediate payment of all sums of money owing by the Subscriber, whether or not then due, in either event without prejudice to MTNSP's right to seek such damages as it may have suffered by reason of such breach or failure. Notwithstanding the foregoing, and pending MTNSP's election in terms of this clause, MTNSP shall not be obliged to perform any of its obligations under this Agreement and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this Agreement, whether or not such amounts are then due.

7.2. MTNSP shall be entitled forthwith without notice, to terminate this Agreement in the event that the Subscriber is sequestrated, liquidated, or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsory.

7.3. Without detracting from any of the other provisions of this Clause 7, in the event of the Subscriber breaching of any provisions of this Agreement or the Subscriber prematurely terminating this Agreement and MTNSP electing to cancel same, the Subscriber shall be liable to effect payment to MTNSP of all the Monthly Service Charges which would have been payable to MTNSP in respect of the remainder of the Initial Period or Renewal Period (whichever is applicable) of this Agreement.

7.4. The Subscriber will be entitled to refer any dispute between themselves and MTNSP relating to the availability of the Network Services, to any Telecommunications Representative who may be appointed as such by the South African Telecommunications Regulatory Authority, or any successor thereof.

8. INSURANCE

8.1. Unless the Subscriber specifically elects to take insurance for the Terminal Equipment and related risks in accordance with the procedures and/or policies introduced by MTNSP from time to time, the Subscriber shall not be covered by such insurance.

8.2. The Subscriber declares that at the time of concluding this Agreement and/or requesting insurance cover, the Subscriber was aware of the provisions of the applicable insurance policy and agrees to be bound thereby.

8.3. It shall be the responsibility of the Subscriber to ensure that the premiums in respect of the insurance policy are paid timeously and in full, and, if for any reason MTNSP omits to include Insurance Charges in a bill to the Subscriber, the Subscriber shall forthwith notify MTNSP of such omission and MTNSP may rectify the omission by debiting the Subscriber's account with any amounts in arrears, subject to any terms and conditions which may be applicable under the relevant policy. In the event of the premium due not being received by MTNSP the Subscriber shall not enjoy any insurance cover for the applicable period.

8.4. Save as provided herein, any queries which the Subscriber may have regarding or arising from the insurance of the Terminal Equipment and related risks, shall be directed to the insurance administrators or brokers, as the case may be, whose particulars may be obtained by the Subscriber from MTNSP.

9. GENERAL

9.1. In the event of the Subscriber failing to effect payment of any amount owing by him to MTNSP on due date, then without derogating from MTNSP's rights in terms of Clause 7, the Subscriber shall be liable to effect payment of interest to MTNSP on the amount so owing, at the Prime Rate from due date to date of payment.



9.2. Unless otherwise stipulated, all prices and Charges set out in this Agreement and any Price List are exclusive of Value Added Tax and any other applicable tax or duty, the liability for which shall vest with the Subscriber.

9.3. The rights and obligations of the Subscriber in terms of this Agreement may not be ceded or delegated to any third party without MTNSP's prior written consent. The rights and obligations of MTNSP in terms of this Agreement, may be ceded, assigned and/or delegated by it to any other party on written notice to the Subscriber.

9.4. MTNSP may change the terms and conditions of this Agreement as a result of changes in taxes, laws, regulations, the terms and conditions of the license issued to the Operator, the terms and conditions of any Agreement between the Operator and MTNSP or any circumstances or events similar to the aforesaid. MTNSP shall notify the Subscriber of any changes as contemplated herein in writing.

9.5. This document contains the entire Agreement between the Parties regarding the matters contained herein, and no other warranties, undertakings and/or representations have been made by MTNSP or any dealer or purported agent of MTNSP.

9.6. No indulgence, leniency or extension of time which MTNSP may show to the Subscriber shall in any way prejudice MTNSP or preclude MTNSP from exercising any of its rights in the future.

9.7. This Agreement and all matters or disputes arising therefrom or incidental thereto shall be governed and construed in accordance with the laws of the Republic of South Africa.

9.8. The Subscriber, by his signature hereto and in terms of the provisions of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, consents to the jurisdiction of the Magistrate's Court in relation to any actions or proceedings instituted against the Subscriber in terms of, or arising out of the provisions of this Agreement, provided that MTNSP, in its sole and absolute discretion shall be entitled to institute any such actions or proceedings, in any division of the High Court of South Africa possessed of the requisite jurisdiction.

9.9. A certificate under the hand of any manager of MTNSP certifying the sum of any amount owing by the Subscriber to MTNSP shall be prima facie proof of its contents and sufficient proof for the purposes of enabling MTNSP to obtain any judgement or order against the Subscriber.

9.10. If any term, condition, requirement or provision contained in this Agreement is held by any court having jurisdiction to be unenforceable, illegal, void or contrary to public policy, such term, condition, requirement or provision shall be of no effect whatsoever upon the binding force or effectiveness of any of the remainder of this Agreement, it being the intention and declaration of the parties that had they or either of them known of such unenforceability, illegality, invalidity or that the provision was contrary to public policy, they would have entered into a contract, containing all other terms and conditions set out in this Agreement.

9.11. The Subscriber hereby authorises MTNSP to disclose the Subscriber's name, address, and personal details to any party, whenever it is reasonably necessary for MTNSP to properly perform its functions or protect its interests, or for the purpose of enabling the Operator to provide emergency Network Services to the Subscriber, or directory or repair services and information to Network users generally or such information has been requested by any competent regulatory or legislative body.

9.12. Each of the Parties choose domicilium citandi et executandi ("domicilium") for the purposes of the giving of any notice, the serving of any process and for any purposes arising from this Agreement at their respective addresses set forth in Clause 1.11. and/or the Schedule.

9.13. Each of the Parties shall be entitled from time to time, by written notice to the other to vary its domicilium to any other address within the Republic of South Africa which is not a post office box or poste restante. Such address shall become the domicilium of that party within thirty (30) days of the other party receiving such notification.

9.14. No alteration, cancellation or variation which the Subscriber may be entitled to make to, inter alia, the various options and/or services set out in the Schedule shall be of any force or effect unless 30 days written notice of such alteration, cancellation or variation is given to MTNSP.



9.15. Any notice given and any payment made by a Party to the other ("the addressee") which:-

9.15.1. is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee at the time of delivery: provided that if the delivery is effected by or on behalf of the Subscriber at MTNSP's domicile, the presumption shall only apply as regards MTNSP if proof of receipt is obtained by the party effecting such delivery and duly produced as may be required to prove such delivery;

9.15.2. is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed, unless the contrary is proved by the addressee, to have been received by the addressee on the seventh day after the date of posting.

9.16. Where, in terms of this Agreement any communication is required to be in writing, the term "writing" shall include communications by telex and/or facsimile. Communication by telex and/or facsimile shall, unless the contrary is proved by the addressee, be deemed to have been received by the addressee 48 (FORTY EIGHT) hours after the time of transmission.

9.17. In the event of MTNSP instituting legal proceedings against the Subscriber to recover amounts due to MTNSP or take any other legal steps arising out of this Agreement, the Subscriber shall be liable for legal costs on the scale as between attorney and own client and/or any collection costs.

9.18. MTNSP shall be entitled to charge the Subscriber for any banking, and/or internal administration fees incurred by it in the event of the Subscriber defaulting in its payment or any other of its obligations as set out in this Agreement.

PART II: CONDITIONS FOR SALE OF TERMINAL EQUIPMENT AT A SUBSIDISED PRICE

10. SALE OF TERMINAL EQUIPMENT AND CONDITIONS APPLICABLE

10.1. The sale of Terminal Equipment by MTNSP to the Subscriber at a subsidised price shall be subject to the following terms and conditions:-

10.1.1. in the event of early termination of this Agreement for whatsoever reason, MTNSP shall have the right to claim from the Subscriber an amount of R1500,00 (excluding VAT) being the amount by which the Terminal Equipment is deemed to be subsidised by MTNSP at the time of sale of the Terminal Equipment by MTNSP to the Subscriber and the Subscriber shall be obliged to effect payment to MTNSP of this amount so claimed on demand: provided that if the Subscriber fails to effect the payment so claimed by MTNSP, MTNSP may, in its discretion, call upon the Subscriber to return the Terminal Equipment to MTNSP in good working order, and shall not be entitled to receive any refund therefor.

10.1.2. ownership in and to Terminal Equipment supplied and delivered by MTNSP to the Subscriber is reserved until payment of all amounts payable to MTNSP in respect of same has been effected in full, and, until the expiration of the Initial Period or the amount of R1500,00 plus VAT has been paid by the Subscriber to MTNSP.

10.1.3. all risk in and to Terminal Equipment supplied and delivered by MTNSP to the Subscriber shall pass to the Subscriber on delivery of such items of Terminal Equipment to the Subscriber or a person nominated by the Subscriber.

10.1.4. MTNSP's obligations in terms of any warranties pertaining to the Terminal Equipment shall be limited to the warranty provided by the manufacturer of the Terminal Equipment. All transport charges incurred as a result of warranty claims shall be for the Subscriber's account.

10.1.5. should the Subscriber, upon purchase of the Terminal Equipment, discover any fault or defect in the Terminal Equipment, the Subscriber shall within three days of its purchase, return the Terminal Equipment to MTNSP in the same condition and packaging as the Terminal Equipment was purchased along with the proof of purchase and MTNSP shall, provided the Subscriber has not utilised that item of Terminal Equipment for more than 5 minutes in total on the Network, replace the damaged/faulty Terminal Equipment. In the event of the



Subscriber not returning the Terminal Equipment packaging to MTNSP, MTNSP may charge the Subscriber a packaging fee and the Subscriber hereby authorises MTNSP to debit the Subscriber's account with such amount.

10.1.6. if a Subscriber migrates from one Package Option to another, MTNSP may vary the amount of the subsidy referred to in 10.1.1. above. If the subsidy amount is reduced, MTNSP shall be entitled to require the Subscriber to pay to MTNSP the amount by which the subsidy has been reduced - it being understood that this charge does not constitute a migration fee, but enables MTNSP to adjust the subsidy amount to the amount that would have been applicable at the time of sale of the Terminal Equipment if the Subscriber had first chosen the Package Option to which the Subscriber is migrating. Without derogating from the provisions of this 10.1.6., should the Subscriber migrate from a Business Package option to a Companion Package option the subsidy difference shall be deemed to be R350,00 (excluding VAT) and shall be paid by the Subscriber in accordance with this 10.1.6.

10.2. For avoidance of doubt and in as far as they can be applicable to the purchase and/or use of the Terminal Equipment, the provisions of Part I shall mutatis mutandis apply to the sale and/or use of the Terminal Equipment as contemplated in this Part II, and as if specifically incorporated herein.

10.3. Unless otherwise advised, the Terminal Equipment purchased by the Subscriber simultaneously with the conclusion of this Agreement may be utilised on the Operator's Network only ("Network Locking"). To the extent that the Operator charges MTNSP any fee to remove such Network Locking function, MTNSP shall be entitled to pass this fee on to the Subscriber who shall be obliged to pay it.

11. SEPARATE AGREEMENTS

Subject to the foregoing provisions of this Agreement, the Network Services made accessible by MTNSP to the Subscriber on the one hand, and the sale or lease of the Terminal Equipment(s) on the other hand under this Agreement, shall constitute separate and divisible Agreements, each one capable of standing on its own.

**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
BUSINESS CONTRACT**

SEQ NO. **B** **B**
ACC NO.
MOBILE NO.



(IF OTHER PLEASE SPECIFY)

NEW APPLICATION OTHER SPECIFY

SUBSCRIBER DETAILS

PUBLIC CO. PTY LTD CC PARTNERSHIP SOLE TRADER OTHER

COMPANY NAME REG. NO. VAT. NO.

NATURE OF BUSINESS TRADING AS NO. OF EMPLOYEES

PHYSICAL ADDRESS INDUSTRY TRADING FOR: YEARS MONTHS

CODE POSTAL ADDRESS

EMAIL TEL. CODE

PREMISES : OWNED LEASED TEL FAX

HOLDING COMPANY NAME DIRECTOR'S/ ADMINISTRATOR'S NAME

HOLDING COMPANY REGISTRATION NUMBER DIRECTOR'S ID NO.

COMPANY CREDIT CARD NO. DIRECTOR'S TEL NO.

CREDIT CARD EXPIRY DATE DIRECTOR'S EMAIL ADDRESS

PERMISSION TO MARKET PERMISSION TO CREDIT CHECK OTHER DIRECTORS (NAME AND SURNAME)

MARKETING DELIVERY METHOD: EMAIL SMS POST TEL DELIVERY DETAIL

CREDIT/CASH/TRADE REFERENCES

CO. NAME	CONTACT	TEL.	FAX
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

CREDIT/CASH/TRADE REFERENCES

PLEASE DEBIT THE APPLICANTS IN FAVOUR OF MTN SP WITH THE TOTAL AMOUNT OWING BY THE APPLICANT EACH MONTH.
(DIRECT DEBIT COMPULSORY FOR: SOLE TRADER, NON-PROFESSIONAL PARTNERSHIP, CC AND (PTY) LTD REGISTERED WITHIN LAST YEAR)

WE WISH TO PAY BY: DIRECT DEBIT or ELECTRONIC TRANSFER or CHEQUE or CREDIT CARD

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) SIGNATURE DATE

APPLICATION DETAILS

PACKAGE	HANDSET	NO. OF LINES	AMOUNT	IMEI NO	NUMBER FOR LIFE (Y/N)	IS PORT (Y/N)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

DECLARATION

PRINT NAME SIGNATURE DATE

POSITION

I HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS ATTACHED AND DECLARE THAT THE INFORMATION GIVEN HEREIN IS CORRECT. I AM COMPLETELY LIABLE AND RESPONSIBLE FOR ANY OUTSTANDING AMOUNTS OWED TO MTN SP.

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



MTN SP/DEALER USE ONLY

DEALER CODE	<input type="text"/>	SALES PERSON CODE	<input type="text"/>	REGION	<input type="text"/>	FREE SIM	<input type="checkbox"/>	FREE CONNECTION	<input type="checkbox"/>
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MTN SERVICE PROVIDER (PTY) LTD IS LICENSED AS A FINANCIAL SERVICE PROVIDER - License No: 23660

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. 1.1 "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 disenabling 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.

<p>CANCELLATION CHARGES These Charges will include:</p> <ul style="list-style-type: none"> • 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. <p>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.</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>SIGNATURE OF SUBSCRIBER:</p>
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- 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.

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,

INITIAL: _____

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 MTNSP 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 unbarring 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 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 compulsory.
- 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.

INITIAL: _____

- 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.
- 9.13. **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. ~~PERMISSION TO MARKET:~~ If 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.
- 10.10. 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 DEVICE/S 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).
- 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 item/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.

SECTION 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.

Signature: _____