



MTN Standard Subscriber Terms and Conditions

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Registered Financial Service Provider. FSP Reg. No. 44774

These Terms and Conditions

By making use of the Network Services you agree to all of the terms and conditions in all of the documents that apply between MTN ('we' or 'us') and you (together called the 'Contract').

The documents which form part of the Contract are:

- The Application Form;
- These standard MTN Terms and Conditions;
- The Package Option Terms or Price Plan Terms (depending on which one you choose);
- The VAS Application Form;
- The VAS Terms;
- Your CPD (Customer Pick-up Document);
- The International Roaming and Calling Application Form (if you apply for Roaming or International Calling);
- The Migration Addendum (if you apply to migrate); and
- MTN's Privacy Policy.

You can get all of the Contract's documents from any MTN store or online at www.mtn.co.za ('MTN website'). A copy of all these terms can be provided to you at your request, by email, hyperlink or in hard copy.

The Contract (including all the terms and conditions in each separate contract document) make up a legal agreement between you and us. **Please read all the Contract documents carefully and make sure you understand them.**

When do these terms apply?

These terms will apply when you place an order to use the Network, Mobile Device, SIM Card and Network Services and agree to pay the charges which apply to them and when your order and application is granted by MTN.

Important documents to keep

If you have a problem or a question, you will need to give us Proof of Delivery ('POD') and your MTN Invoice ('Bill') so please keep them in a safe place.

Index (Topics we cover in the terms)

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1. **Meaning of Words and Rules about Interpretation**

This clause explains where to find the meaning of words and phrases we use in the Terms and how to read and apply the Terms.

1.1. **Meaning of Words and Phrases in these Terms.**

- We have defined some words and phrases, which means we give them specific meanings. Defined words and phrases start with a capital letter and will have the same meaning wherever they are used in the Terms. When we define a word or phrase in the Terms, we write it in bold and (for example, 'Order' in clause 2.1 below). The only defined words that do not always have a capital letter are 'you', 'we' and 'us'.
- A full list of defined words and phrases and their meanings, is in Annexure A ('Meaning of words and phrases').

1.2. **Rules about how to read and apply (interpret) these Terms.**

See clause 27 ('interpreting these Terms') for rules on interpreting the Contract.

2. **Orders and Credit Checks**

This clause sets out how to Order a Mobile, Device, SIM Card and access to the Network Services. It also sets out our rights to check your credit record before we accept your Order.

2.1. **Placing your Order.** Before you can receive a Mobile Device, SIM Card or access to the Network Services, you must fill in and sign an Application Form (this application is called your 'Order').

2.2. **Orders with our agents.** Placing an Order is an offer you make to us, even if you place an Order with our agents or other parties who act for us.

2.3. **Credit Check**

After you place your order, we may:

- Ask other parties (like a credit bureau or an authorised agent) to give us information about your credit worthiness (your ability to pay us);
- Accept or reject your Order based on information we receive from the other parties; and
- Give other parties information about you to monitor or record details of how you pay us.

2.4. **Accepting your Order**

After we receive your Order we will either accept or reject it based on the credit check above. We will inform you if we reject your Order and if you ask us, we will also tell you why.

2.5. **Giving up your right to claim**

As far as the law allows, you agree to give up ('waive') any claims you may have against us, because we give out your information to third parties for doing credit checks.

Clause 2.5 is important. You will not be able to make any claim against us, because we gave or received information about you from a credit bureau or authorised agent.

You agree that we may use and disclose this information about you.

3. **Contract Term**

This clause explains when the Contract starts, where it starts and how long the Contract will carry on for.

3.1. **Activation** - When we accept your Order and if you comply with RICA (as set out in clause 28 'RICA') we will allow your SIM Card to operate on the Network (this is called 'Activation').

3.2. **Connection Charge** - We may ask you to pay a Connection Charge for Activation. (Please see clause 6, 'List of Charges', for a list of all of the Charges that apply to the Contract.)

3.3. **The Contract starts on Activation**

On the date of activation:

- The Contract starts ('Start Date' of the Contract); and
- You are responsible from that date for all the Charges for the Network Services and other related amounts.
- **Place of Activation.** We regard Activation and the start of the Contract as being at our Premises.

3.4. **Contract Term** - The Contract starts on the Start Date and carries on for the set out in your Application Form ('Minimum Term'), unless you or we cancel it the day you or MTN cancel the Contract is called the 'Cancellation Date').

3.5. **Contract Renewal Term** - The 'Contract Renewal Term' is the term that applies after the Minimum Term ends and where the Contract carries on a Month-to-Month basis until you exercise the option to renew or cancel the contract. Please see clause 4.8 below for more information.

3.6. **Information we must give you before the end of the Minimum Term** - The Consumer Protection Act 68 of 2008 of South Africa ('CPA') requires us to send you a notice with certain information before the Minimum Term ends. MTN will provide you with the following information:

- When (on which date) the Minimum Term ends;
- Important changes we will make to the Terms during the Contract and/or Contract Renewal Term or if you decide to renew the Contract; and
- How you can end the Contract.

3.7. **What happens if you do not cancel the Contract?**

You can cancel the Contract at any time provided that you give us 20 Business Days written notice. If you do not cancel the Contract:

- The Contract will carry on from Month-to-Month after the Minimum Term(Contract Renewal Term explained above under clause 3.5);
- Promotional or discounted Charges that applied during the Minimum Term will no longer apply and you will be charged the full Charges applicable to the relevant Package Option or Price Plan.
- However You may either:
 - Cancel the Contract at the end of any Month during the Contract Renewal Term (on 20 Business Days written notice to us); or
 - Place a new Order with us to enter into a new Contract for another term.

4. Network Services and Service Bundles

We offer a number of services under the Contract called Network Services. This clause sets out the important information about our Network Services.

4.1. **What forms part of our Network Services** - Network Services include wireless telephone services, Value Added Services, Data Services, International Roaming and International Calling and other wireless and network services ('**Network Services**').

4.2. **Value Added Services.** '**Value Added Services**' or '**VAS**' are the value added services we include as part of your Service Bundle (explained below under clause 4.4, 'Service Bundles') or those you choose in a separate VAS Application Form. Value Added Services do not include premium rated services which we or other service providers may give you access to ('**Premium Rated Services**'). Examples of Value Added Services are:

- Dual Call
- International Roaming
- CLI – Caller line identity
- Fax mail
- BIS – blackberry internet services

4.3. Data Services

Data Services are services which you use to send and receive Data.

- Data is made up of units called bytes and includes any information that you send or receive over the internet or a communications network, which is not done by SMS or voice ('Data'). For example if you use BBM or Whatsapp.
- When you send or receive any Data (including images) over the internet or a communications network that is not done by SMS or voice dialing, you use a 'Data Service'.

4.4. **Service Bundles** - When you place your Order you can choose different packages containing a combination of Network Services or Mobile Devices. You do this in your Application Form. Each package has its own pricing. A package is either called:

- 'Package Option' - when you choose a package containing various Network Services and a Mobile device; or
- 'Price Plan' - if you choose a package containing various Network Services, but no Mobile Device.

*(In these Terms, both Package Options and Price Plans are referred to as '**Service Bundles**'.)*

4.5. What are included in Service Bundles?

The various Service Bundles are set out on the MTN Website. Depending on which Service Bundle you choose, it may give you access to:

- Different Network Services;
- A different amount of the Network Services;
- A Mobile Device (which is sold as part of a Package Option);
- Value Added Services; or
- Included (free) minutes, Data and messages (SMS).

4.6. Which Service Bundles include Data Services?

Any Service Bundle which includes or allows you access to the following services, uses a Data Service:

- Sending or receiving an MMS (Multi-Media Services Message);
- Internet access through GPRS (General Packet Radio Services);
- EDGE (Enhanced Data rates for GSM Evolution); or;
- UMTS (Universal Mobile Telecommunications System).

4.7. Rules for each Service Bundle

You can find the rules applicable to your specific Service Bundle in the '**Package Option Terms**' or '**Price Plan Terms**' (depending on the option you choose) on the MTN Website. If you ask us, we will give you a copy of these terms. They include rules and information on:

- What happens if you do not use all your included minutes, messages or Data in a Month;
- When included minutes, messages or Data expire or can no longer be used;
- How many included minutes, messages or Data you will get if the Start Date is not at the beginning of a Month;
- What kinds of calls you can make using your included minutes and if you can use them for Roaming and International Calling, calls from the Network to other networks or Value Added Services;
- What kinds of messages you can send with your included messages;
- If you can only use your included messages to send messages locally (in South Africa), when you are outside South Africa or when Roaming;

- If you can use the Data locally, in other countries or when Roaming;
- If included minutes, messages or Data can only be used or sent during certain times or on certain days; and
- How we calculate (work out) how many minutes you have used for different types of calls;
- Your Charge Limit; and
- How you may buy more (add-on) bundles for minutes, messages or Data through different self-service portals or on the MTN Website.

4.8. **Use of Network Services while Roaming** - When you use any of the above Network Services outside of South Africa, through Roaming, you also use a Data Service.

4.9. **Delivery** - We will take reasonable steps to deliver your Mobile Device, SIM Card and the Network Services to you on time. But, as far as the law allows, we will not be responsible or Liable to you (or anyone else) if supply or delivery is delayed or does not take place.

Clause 4.9 is important. It limits our responsibility and Liability to you and other people if we do not deliver your Mobile Device, SIM Card or the Network Services on time or if we cancel.

5. **Changing Service Bundle (Migration)**

Moving from one Service Bundle to another is called '**Migration**'.

5.1. **How to Migrate** - You can change your Service Bundle by filling in and signing an application to change your Service Bundle ('**Application to Migrate**'). The Application to Migrate is made up of:

- the Migration Addendum;

5.2. **We may reject your Application to Migrate** - We do not have to accept your Application to Migrate. If we reject your Application to Migrate, this Contract will carry on under the existing Terms.

5.3. **When can you Migrate?** You may only Migrate at the end of a Month during the Contract Renewal Term, unless we give you permission to do so earlier. Depending on your Package Option you may have to pay a Migration Fee. Your Package Option will also inform the migration rules regarding carry over or forfeiture of unused airtime or data value.

5.4. **Migration and Upgrade Charges** - When you Migrate, we may charge you a Migration Fee and an Upgrade Fee.

- A '**Migration Fee**' / Upgrade Fee is the amount we charge you for changing your Service Bundle depending on whether you change to a lower Service Option or Higher Service Option. This amount is set out on the MTN Website or in the Package Option Terms or Price Plan Terms.

6. **List of Charges**

This clause contains a list of all the Charges that may apply to the Contract. A list of Charges is available on the MTN Website and upon your request.

6.1. **Charges** - We will charge you certain amounts (together the '**Charges**') for the Network Services, Mobile Device (if applicable), SIM Card and self-service purchases including any Value Added Services. The Charges you must pay us, include:

- SIM Card Charges (for example if you do a SIM Swap as set out in clause 14.3, 'Rules and Charges for SIM Swaps');
- A Connection Charge (see clause 3.2, 'Connection Charge', for more information on this Charge);
- Monthly Service Charges (see clause 7.1, 'What are Network Service Charges?', for more information on this Charge);
- VAS Charges (see clause 7.1, 'What are Network Service Charges?' for more information on this Charge);
- Subscription Fees (see clause 7.1, 'What are Network Service Charges?' for more information on this Charge);
- Usage Charge (see clause 7.2, 'Monthly Service Charges will always apply', for more information on this Charge);
- Charges to do a SIM Swap (see clause 14.3, 'Rules and Charges for SIM Swaps'); and
- Any other Charges for the Network Services, SIM Cards, Mobile Device, Value Added Services or any other services which are part of your Service Bundle.

6.2. **Details of the Charges** - Details of the Charges will be set out on the MTN Website, Package Option Terms or Price Plan Terms. You can view these on the MTN Website or get a copy from one of our outlets.

6.3. **VAT** - All the Charges exclude VAT (Value Added Tax) and any other tax or duty, unless we specifically say otherwise. You will still have to pay any VAT or other tax on top of the listed amounts.

6.4. **Other Charges** - You may also have to pay the following Charges:

- Cancellation Charges (see clause 20.1, 'Amounts you have to pay us (including any charges due to third parties for Value Added Services) at cancellation', for more information about this Charge);
- Debit Order Return Fee (as set out in clause 8.3, 'Charges for unsuccessful debit orders');
- Lift Suspension Charge (as set out in clause 10.6, 'Charges during Suspension');
- Migration Fee or Upgrade fee, depending on whether you migrate to a lower Service Option or Higher Service Option and

- Charges which apply to adding or deleting Network Services on the MTN Website.

6.5. **When do we charge you?** We charge you for the Monthly Service Charges every Month in advance. We charge all other Charges every Month in arrears. We will send you a Bill with the details of the Charges which you must pay. (You may also have to pay added Charges in advance, when you use the MTN Website to add or delete adhoc (once off) and/or recurring Network Services on your Service Bundle.) For example adhoc or recurring data bundles.

7. **Network Service Charges**

This clause sets out what amounts you must pay us to use the Network Services, our right to set Charge Limits and when we may Suspend your access to the Network if you go over the Charge Limits.

7.1. **What are Network Service Charges?** The amounts you must pay us to use the Network Services are called '**Network Service Charges**'. Network Service Charges are made up of:

- '**Monthly Service Charges**' - these include:
 - the amounts we charge you each Month in advance to use the Network Services (also called subscription fees); and
 - the amounts you must pay us to use Value Added Services or which we collect for other service providers for Premium Rated Services ('**VAS Charges**'); and
- '**Usage Charges**' are the other amounts you must pay to use the Network, including Charges for minutes, messages and Data which do not form part of your Service Bundle.

7.2. **Monthly Service Charges will always apply**

You will always have to pay us the Monthly Service Charges (including VAT) during the Contract term. This applies even if you have not used:

- The Network Services in a specific Month, or if
- All of the Network Services or all of the minutes, messages or Data which are included in your Service Bundle.

7.3. **Collecting VAS Charges for other providers** - We receive the fees for any Premium Rated Services you receive from other providers and will include them in your Bill. We will set out the details of all the VAS Charges (including for Premium Rated Services) on your Bill.

7.4. **Usage Charges for minutes, messages and Data** - We will only charge you Usage Charges for minutes, messages or Data which are not included as free minutes, messages or Data in your Service Bundle.

7.5. **Setting Charge Limits for Usage Charges** - We may set limits on the amount that you spend on Usage Charges in a Month based on the credit check we do (this is called your '**Charge Limit**'). We will tell you what your Charge Limit is if you ask us and you may

ask us to change it at any time, provided that you can never exceed the Charge Limit that you qualify for based on your credit vetting..

7.6. **Our right to Suspend your access to the Network Services**

If we see that you are going to go over your Charge Limit, we may, **but do not have to**, Suspend your access to the Network Services. If you go over the Charge Limit before we Suspend your Network access, you will still have to pay for these extra Charges. (See clause 10, 'Suspension and Deactivation', for more information about Suspension). (Please see clause 6, 'List of Charges', for a list of all of the Charges that apply to the Contract).

Clause 8.3 is important. It gives MTN the right to process a non-authenticated debit order.

8. **Payment Terms**

This clause explains how, when and where you must pay us amounts you owe us under the Contract.

8.1. **Paying by Debit Order** - We prefer you to pay us by debit order and we can require you to do so. Paying by debit order means you allow us to take money directly out of your bank account each Month.

8.2. **Debit Order Dates** - If a debit order date falls on a weekend or a public holiday, we will take out the amount you owe us on the last Business Day before that date.

8.3. **Charges for Unsuccessful Debit Orders** - If we cannot deduct money from your bank account, you will have to pay us a 'Debit Order Return Fee' of R11.40 (including VAT). MTN reserves the right to process your debit order via NAEDO (non-authenticated early debit order).

8.4. **When and where to pay us** - If we do not ask you to pay by debit order you must pay us within 21 days of the date of your Bill at our Premises or into our Bank account (our bank account details will be on your Bill), provided the 21st day falls within the same month of the date of your Bill. If the 21st day falls in the next month, the invoice is due by the last day of the month. If you fail to pay the required amount within the required time, this will be considered to be a breach of these terms and conditions and/or your Subscriber Agreement and we will be entitled to suspend your access to the Network Services or to terminate this Agreement.

8.5. **You must ensure we get paid** - If you pay us by debit order, through any other third party (intermediary), or electronically like with an EFT (Electronic Fund Transfer), your bankers or other intermediaries act as your agents. You are responsible for the payment until we receive it at our Premises or in our bank account.

Clause 8.5 is important. If the person who is responsible to pay us (such as your bank or intermediary), does not pay us, or we do not receive the payment, you will be responsible and Liable to pay us. You are also responsible and Liable for the actions of any person that you use to pay us.

8.6. **Check your Bill** - We will send you a Monthly statement ('Bill') at the address you give in the Application Form. You must check that the Bill is correct. As far as the law allows, we regard the Bill as correct, unless:

- You inform us that the Bill is wrong within 30 days (from the date on the Bill); and
- Give us proof that the Bill is wrong.

Clause 8.6 is important. If your Bill was wrong and you did not check it and tell us about the mistake within 30 days, we will treat it as correct. You will be taking on risk and be responsible to pay amounts that may have been incorrectly charged.

8.7. **Incorrect Bill** - If we make a mistake on a Bill, we may inform you of such a mistake and send you the correct Bill later on. You will then be required to pay us any amounts on the correct Bill which are still outstanding. We are not bound to the incorrect Bill.

9. Risk and ownership

9.1. **Who owns the Mobile Device?** If we give you a Mobile Device or you buy one from us as a part of the Package Option chosen by you, we will own the Mobile Device until the end of the Minimum Term or until you have paid the full Purchase Price with any Cancellation Charges that may be due to us (whichever happens first). If you cancel the Contract early (as set out in clause 18.2, 'When can you cancel the Contract'), we own the Mobile Device until you pay us the full Purchase Price and the full Cancellation Charges.

9.2. **Ownership of the software** - You do not own any right, title or interest in or to the software in the SIM Card or in the Mobile Device.

9.3. **Tampering with software** - You cannot and you must not allow any person to reverse engineer or decompile (physically or electronically take apart to see how it works), change or tamper with the software in, or relating to, any SIM Card or Mobile Device.

9.4. **You do not own your Mobile Number** - You do not own any right, title or interest in or to the Mobile Number that we allocate to you or to a SIM Card. (You will still be able to use your Mobile Number if you decide to Port).

Risk and responsibility - You are responsible and Liable for any loss, damage or theft of the SIM Card

and Mobile Device from the date we deliver them to you or you collect them from us (including when someone accepts delivery or collects them for you). **Legal limits to this clause.** This clause limits and excludes our legal duties, responsibilities and Liability and places Liability and responsibility on you only as far as the law allows this.

9.5. **Change of ownership** - If you decide to give your SIM card to somebody else (except for a family member) both of you must approach an MTN RICA officer to initiate the change of ownership process.

The person to whom you wish to give / sell the SIM card to must provide their identity book and proof of residence to the MTN RICA officer in order to complete the change of ownership process.

Clause 9 is important. You are responsible or Liable if the SIM Card or Mobile Device has defects or is lost, damaged or stolen after delivery or collection.

We will not be responsible or Liable for any damage or defects from the delivery or collection date (as far as the law allows).

10. Suspension and Deactivation

We have the right to Deactivate or Suspend your SIM Card from operating on the Network. This clause explains when, how and why we may do this.

10.1 What is the difference between Suspension and Deactivation?

- **'Deactivation'** means we take away your access to the Network Services through your SIM Card.
- **'Suspension'** means we stop you or limit you from accessing all or some of the Network Services through your SIM Card for a certain time, until we lift the Suspension.

10.2 **Reasons for Suspension.** As far as the law allows, we may Suspend your access to the Network Services completely or partly, if:

- **We have to change, fix or do maintenance work on the Network or Network Services** - we will take reasonable steps to shorten the Suspension and will aim to tell you upfront. We do not have to tell you about a Suspension in case of an emergency;
- **You Breach this Contract** - we will write to you and tell you why we are Suspending your access to the Network Services (as set out in clause 19.4, 'Suspension for a Breach', below.);
- **You, at any time, exceed (go over) your Monthly Charge Limit** - as soon as you pay us to lessen the amount of Usage Charges (so that it is less than the Charge Limit), we will lift the Suspension as soon as reasonably possible; or
- **The law or ICASA requires us to suspend your SIM Card.**

10.3 **Emergency calls** - We will still allow you to make emergency calls while your SIM Card is suspended.

10.4 **No obligation to Suspend** - Unless the law requires it, we do not have to suspend your access to the Network Services.

10.5 **Part Suspension** - If we only partly Suspend your access to the Network Services, we may afterwards decide to:

- Suspend your access to the Network Services further so that you have less access to the Network or less of the Network Services; **or**
- Completely suspend your access to the Network Services so that you have no access to the Network Services.

10.6 **Charges during Suspension** - As far as the law allows, you must still pay us the Monthly Service Charges while your SIM Card is Suspended, unless we agree in writing not to charge you

10.7 **Reasons for Deactivation** - As far as the law allows, we may deactivate your SIM Card if you do not pay us the full amount on your Bill on time. We will send you notice which tells you that the amounts have not been paid and will give you 20 Business Days to pay us, before we Deactivate your SIM Card. Cancellation Charges may apply to you if we deactivate your SIM.

10.8 **Reactivation** - You will not be able to use your SIM Card on the Network again, unless you pay the Reactivation Charge and all amounts you owe us.

10.9 **Right to end this Contract** - We may end the Contract without limiting any of our other rights set out in this Contract, if you have not paid us within 90 days after we Deactivated your SIM Card.

10.10 **You may lose your Mobile Number** - Even if we reactivate your SIM Card after a Deactivation, you may lose your Mobile Number.

10.11 **Charges to reactivate your Network access.** If you ask us to reverse a Suspension or Deactivation, we may ask you to pay:

- R75.00 to lift a Suspension ('**Lift Suspension Charge**'); or
- R95.00 to reconnect you to the Network after we deactivated your SIM Card ('**Reconnection Charge**').

(Please see clause 6, 'List of Charges', for a list of all of the Charges that apply to the Contract)

10.12 **Ending the Contract because of a Breach.** If we

Clause 10 is important. If you do the things listed in this clause we may deactivate or Suspend your access to the Network Services or end this Contract. You may also lose your Mobile Number and pay a Charge to have your SIM Card reconnected or Suspension.

suspend your SIM Card (completely or partly) or deactivate your SIM Card, for a Breach, we will still be allowed to end this Contract.

11 Using the Network Services and Mobile Device

There are general rules and limits regarding how you may use the Network Services and the Mobile Device we give you. This clause explains what these general limits are.

11.1 **Proper use of the Network Service** - You must not use or allow someone else to use the Network Services:

- For anything improper, immoral or illegal; or
- In any way that may cause someone to get injured, cause damage to someone or their property or cause damage to or interruption of the Network Services.

11.2 **Use of Approved Devices** - You must only use the Mobile approved by ICASA ('**Approved Device**') together with the SIM Card on the Network.

11.3 **Act reasonably and legally.** You must act reasonably and must use an Approved Device, the Network Services and the SIM Card in a way that complies with all relevant legal requirements and directions that we give you.

12 Using your SIM Card outside South Africa

We may allow you to use your SIM Card outside South Africa. This clause explains some of the basic rules for using your SIM Card outside South Africa.

12.1 **Services to use your SIM Card outside South Africa.** When we Activate your SIM Card, you will only be able to use it in South Africa. We may allow you to use your SIM Card outside South Africa, using our International Calling and Roaming services:

- '**International Calling**' is the Network Service that allows you to make calls outside South Africa; and
- '**International Roaming**' or '**Roaming**' is the Network Service that allows you to use the Network Services on communications networks of other service providers in other countries when you are outside South Africa.

12.2 **How to activate International Calling and Roaming.** When you want to use your SIM Card outside South Africa, you must request International Calling and Roaming access from MTN. When you request and activate the International Calling and Roaming services, you accept and agree to the terms and conditions of use which can be found on our website (www.mtn.co.za) or can be provided to you if you ask for it.

12.3 **Five Business Days' notice before activation** - You must give us (at least) five Business Days' notice before you want us to activate International Calling or Roaming (we may ask you to give us the request in a specific form).

12.4 **We do not have to allow International Calling or Roaming** - We may decide not to allow International Calling or Roaming, but only if it is reasonable.

12.5 **Security deposit** - We may also ask you to pay us a reasonable security deposit (even if we have not asked you to pay a deposit in the past).

12.6 **Ending International Calling and Roaming** - If you do not write to us and ask us to terminate International Calling or Roaming, the International Calling or Roaming Network Services will stay active for which you may incur charges this may also apply when you upgrade, Migrate or renew this Contract. You must ensure that your written notice to us is actually received by us, failing which we will not be liable if International Calling and Roaming services are not terminated in accordance with your request.

13 **Loss, theft, damage and defects**

This clause explains what happens and what you must do when your SIM Card or Mobile Device is lost, stolen or is not working properly.

Clause 13 is important. It asks you to do certain things when your SIM Card or Mobile Device is lost or stolen. If you do not do these things you will not be able to ask us to replace the lost or stolen Mobile Device or SIM Card.

13.1 **Loss or theft** - You must do two things immediately when your Mobile Device or SIM Card is lost or stolen:

- You must (in terms of law) notify the South African Police Service in writing by going to a police station and filling out a police report; **and**
- You must notify us and ask us in writing to Suspend your SIM Card.

13.2 **Charges when your Mobile Device or SIM Card is lost or stolen** - You will have to pay us for all costs and Charges (including Usage Charges) on your SIM Card up until the time we receive your written request to Suspend the SIM Card. (See clause 6, 'List of Charges', for more information on these and other Charges that apply to the Contract).

Clause 13.2 is important. If your SIM Card is lost or stolen and someone else uses it, you will still have to pay for all Charges for this use until you ask us to Suspend your Network access.

- **Returns and refunds** - If the Mobile Device or SIM Card is broken or defective (is not working properly), you may have the right return it to us for repairs, to replace it or to give you a refund of the Purchase Price.

- This will depend on the rules on returns and refunds set out in the terms and conditions in the CPD ('CPD Terms').

- If there is any defect or problem with your SIM Card or Mobile Device, you must follow the process in the CPD Terms.

13.3 **SIM Swops** - When your SIM Card is lost, stolen or defective you may also ask us to do a SIM Swop (as explained in clause 14, 'SIM Swops').

14 **SIM Swops**

This clause explains what a SIM Swop is and what happens if you ask us to do a SIM Swop.

14.1 **SIM Swops** - A '**SIM Swop**' is when you ask us to link your information to a new SIM Card if your SIM Card is lost, stolen or is not working properly. (You can buy a SIM Card at any of our outlets.) We give you step by step instructions on how to do a SIM Swop on the MTN Website.

14.2 **You keep your Mobile Number** - When we do a SIM Swop for you, we use the information on your old SIM Card so that your Mobile Number will stay the same after the SIM Swop. You can then carry on using the new SIM Card in the same way without having to lose your Mobile Number.

14.3 **Rules and Charges for SIM Swops** - We have certain rules that apply to SIM Swops which you must follow. We may ask you to pay a reasonable Charge for the SIM Swop and also for the new SIM Card (See clause 6, 'List of Charges', for all the Charges that apply to the Contract). All the rules and Charges related to SIM Swops are available on the MTN Website.

15 **Insurance**

This clause gives you more information about how to insure your Mobile Device.

15.1 **Insurance** - We do not insure your Mobile Device automatically. You must choose an insurance provider and sign an insurance agreement to insure the cost of your Mobile Device or you must ask us to insure it for you. (See clause 16.2 below for more information)

15.2 **Insurance through MTN** - If you choose to insure your Mobile Device with us, you must complete and sign a separate MTN Insurance Application Form. If your insurance application is accepted by MTN, the insurance terms do not form part of this Contract and are a separate agreement.

15.3 **Information about MTN Insurance** - You can find out more information about MTN Insurance on the MTN Website, an MTN store or MTN Insurance at:

Contact centre: 083 123 6084

Fax: 011 912 5122

Email address: insurancequeries@mtn.co.za.

15.4 **Cancelling your insurance** - When you upgrade to a new Service Bundle (which includes a new Mobile Device) the insurance cover on your previous Mobile Device will not be automatically cancelled or updated. You must request MTN in writing and in accordance with the terms of your Insurance policy to cancel or update your insurance to cover your new Mobile Device.

Clause 15.4 is important. If you do not update or cancel your insurance when you Migrate or Upgrade, your new Mobile Device which is a part of the Migration/Upgrade may not be covered under such insurance policy.

16 **Changes we may make**

We have the right to change certain things in and related to the Contract. This clause explains what these things are and what your rights are when we make a change.

16.1 **What changes are we allowed to make?** We may make changes to the Contract, the Charges, the Network Services and the Charge Limits by giving you(at least) 20 Business Days' notice in writing before we make a change.

16.2 **Short or no notice** - We may give you shorter notice or no notice, if it is reasonable or if we have to comply with law or the requirements of ICASA.

16.3 **Changes to Value Added Services** - We may change, withdraw (take away) or replace your Value Added Services.

16.4 **Changes to the Value Added Services and VAS Charges** - If we change, withdraw or take away any Value Added Services as set out above, the following will apply to the VAS Charges:

- If VAS Charge applied to any of the Value Added Services we withdrew we will not charge you any VAS Charge from the date we withdrew the Value Added Service; and
- If any of the Value Added Services we withdrew were included in your chosen Service Bundle, for free, your monthly Subscription Charge will stay the same.

16.5 **Your right to terminate** - We will never make changes to any Package Options without giving you the right to terminate the Contract upon 20 Business Days written notice. Such rights to terminate will always be in accordance with the provisions of the Consumer Protection Act and you must ensure that comply with

such time periods as we may stipulate. Please see clauses 17.1 "What Changes are we allowed to make"; and clause 17.2 "Short or no notice".

Clause 16 is important. It allows us to make certain changes that affect our and your rights, responsibilities and Liabilities.

17 **Transfer of rights and obligations**

This clause explains what your and our rights are to transfer rights and obligations under this Contract.

Note: Transfer of rights is known as cession and transfer of obligations (duties) is known as delegation. In this clause transfer means the cession of rights and the delegation of obligations.

No transfer without our permission - You may not give up or transfer any of your rights or obligations in the Contract to any other person without first getting our written permission. If you give up any of your rights and/or obligations to any other person without our written permission, you will still be liable for all Charges in relation to your Subscriber Agreement even if these Charges are incurred after you transferred your rights and obligations

17.1 **We may transfer your contract without your permission.** As far as the law allows, you agree that we may transfer all our rights and obligations under this Contract to anyone. This includes any entity that is seen in law as a separate legal person like a body corporate, a partnership, an association or a trust.

Clause 17 is important. Because of this clause we may transfer our rights and obligations under the Contract without your permission (as far as the law allows this). You will not be able to transfer any of your rights or obligations under these Terms without our permission.

18 Cancellling the Contract or Network Services

This clause sets out when you and we are allowed to cancel the Contract or Network Services.

In the following clauses we use some legal terms you may not understand. We give a simple explanation of these terms below:

- Being **'Sequestered'** means being legally declared bankrupt because you cannot pay your debts. If you are a juristic person (like a company) this is referred to as being **'Liquidated'**.
- If you are a juristic person and are in financial trouble, a court may place you under **'Judicial Management'**. The court then takes over your affairs for a time.
- **'Business Rescue'** is a process that may take place if you are a juristic person and are in financial trouble.
- **'Breach'** (breaking the contract) is when you or we do something that is not allowed under the Contract, or do not fulfil our duties under the Contract or do something that is listed in the Contract as being a breach.

18.1 **Your right to cancel** - You may cancel the Contract at any time by giving us 20 Business Days' notice in writing (or other form you can keep a record of, except an SMS). Certain changes we wish to make to the Contract, Charges or Charge Limits will also give you the right to cancel the Contract or Network Services as set out below under clause 16('Changes that give you a specific right to cancel').

18.2 **When can you cancel the Contract?** You may cancel the Contract:

- At the end of the Minimum Term by giving us a written cancellation notice before the Minimum Term ends;
- At the end of the Month during the Contract Renewal Term, by giving us a written cancellation notice 20 Business Days before the end of the relevant Month;
- When you want to move to another service provider (**'Port'**) by giving us 20 Business Days before you want to Port. For Porting we must receive notice between 9am and 5pm from Monday to Friday and between 9am and 1pm on Saturdays, excluding Sundays and South African public holidays (**'Porting Hours'**);or
- 20 Business Days after we gave you notice of a change to the Contract, Charges and Network Services under clause 16.1 ('What changes are we allowed to make?') above, excluding changes to the Value Added Services as set out in clause 16.3 ('Changes to the Value Added Services'), as far as the law allows.

18.3 **Cancellling after a change.** You must give us written notice within 20 Business Days after receiving the notice from us of a proposed change (as set out in

clause16, ('Changes we may make'). If we only receive your cancellation notice after the date the change took place (as set out in our change notice to you), then that change will be valid until the Cancellation Date.

Important: If you cancel the Contract, you will still be responsible to pay us certain Cancellation Charges (as set out in clause 20, 'Charges that apply when the Contract ends'.

18.4 **When can we cancel the Contract?** We may cancel the Contract immediately if:

- We believe you are using or have used or accessed the Network Services for improper, immoral or unlawful purposes or if you cause harm or interruption to the Network;
- You are Sequestered, Liquidated, placed under Judicial Management or Business Rescue, (provisionally or finally, and voluntarily or compulsory); or
- The sub-license the Operator gave us which authorises and allows us to give you access to the Network Services is cancelled.

Note: In this clause, where we ask you to give us written notice or to write to us, this does not include you sending us an SMS.

19 Breach

This clause explains what happens if you or we do not follow the terms and rules in the Contract (Breach the Contract).

19.1 **What is a Breach?** A **'Breach'** (breaking the Contract) is when you or we

- 19.1.1 do something that is not allowed under these Terms,
- 19.1.2 do not fulfil our duties as set out in the Contract or
- 19.1.3 do something that is listed in clause 19.2 ('Deemed Breach').

19.2 **Deemed Breach.** You will also be Breaching the Contract if you do not give us all the documents we need as set out in the Application Form or pay us any amount you owe us on time. If we ask you to pay us by debit order, you also Breach this Contract if you:

- Cancel the debit order without getting our written permission first, which we may not refuse if it is reasonable; or
- Change your banking details for the debit order without writing to us and giving us your new banking details.

19.3 **You or we may cancel for Breach** - If you or we Breach the Contract (**'Breaching Party'**) and do not fix the Breach within 20 Business Days after receiving a written notice of the Breach, then the other Party (**'Innocent Party'**) may cancel the Contract.

19.4 **Suspension for a Breach** - If you Breach the Contract and we want to Suspend your SIM Card we will give

you reasonable notice of the details of the Breach and inform you that we may Suspend your Network access (completely or partly) if you do not remedy (fix) the Breach within 20 Business Days.

- If the Breach is material (serious), we do not have to give you notice and may Suspend your Network access immediately.
- If the Breach is not a material Breach of this Contract, we will only Suspend your access to the Network Services if it is reasonable to do so and we will lift your Suspension as soon as reasonably possible after you remedy the Breach.

19.5 **Costs for a Breach** - As far as the law allows the Breaching Party must pay the legal costs and collection costs of the Innocent Party within 14 Business Days after the Innocent Party requests payment in writing. In this clause:

- Legal costs include all amounts the Innocent Party must pay their attorneys to take legal steps against the Breaching Party (this may include attorney and own client costs, that is, all the costs a client must pay his or her attorney according to the contract between them); and
- Collection costs include all amounts the Innocent Party pays to collect money the Breaching Party owes them.

19.6 **Certificate as proof of your debt** - As far as the law allows, a certificate signed by one of our managers of how much you owe us for Charges and other amounts will be treated as enough proof of your debt to us.

- As far as the law allows, you will have to show why the certificate is wrong.
- We can use the certificate to get judgment or a court order against you.

19.7 **Other rights and remedies** - This clause does not limit or reduce other rights and remedies we may legally (or otherwise) have.

20 **Charges that apply when the Contract ends**
This clause explains what amounts you must pay us when the contract ends.

20.1 **Cancellation Charges** - If you or we cancel the Contract, there are various Charges and other amounts which you will have to pay, as set out below. You will have to pay us:

- The reasonable costs you must pay us for cancelling the Contract early, which may include repaying us an amount of the Purchase Price. These amounts are called '**Cancellation Charges**'; and
- Other Charges for use and access to the Network Services, SIM Card and Mobile Device until the Cancellation Date. This includes amounts that are (or become) outstanding before or after the Cancellation Date, for example Monthly Service Charges and Usage Charges.

20.2 **Breakdown of the Cancellation Charges** - We calculate (work out) the Cancellation Charges by taking all the relevant legal requirements and factors into account. We will give you the full breakdown of your Cancellation Charges in writing when you cancel the Contract.

20.3 **Cancelling before the end of a Month** - If the Cancellation Date is not at the end of a Month, we may charge you less Monthly Services Charges for that last Month. When this happens:

- We will reduce the amount by taking into account the number of days in that Month, up to and including the Cancellation Date;
- You must still pay the full amount for Monthly Service Charges on the Bill. (This is because we charge you the Monthly Services Charges every Month in advance and we may prepare or send you the Bill for the last Month before the Cancellation Date.); and
- We will make the necessary changes in the following Months and pay you back any extra amounts you paid for the last Month in the Contract (within a reasonable time).

20.4 **You will always have to pay for Usage Charges** - You have to pay Usage Charges even if the Contract is cancelled (for any reason).

20.5 **No Cancellation Charges apply** - You will not have to pay any Cancellation Charges if you cancel the Contract:

- By giving us written notice as set out in clause 18.2 ('When you can cancel the Contract'), or
- Because we Breach the Contract as set out in clause 19 ('Breach').

20.6 **Paying back the Purchase Price** - You have to pay us the rest of the Purchase Price you owe at the Cancellation Date if:

- **You cancel the Contract:**
 - by giving us 20 Business Days' notice (as set out in clause 18.2, 'When you can cancel the Contract');
 - at the end of the Minimum Term or at the end of a Month during the Contract Renewal Term (also set out in clause 18.2 'When you can cancel the Contract');
 - if you decide to Port to another service provider;
 - by giving us 20 Business Days' notice in writing because we want change the Contract, the Charges, Charge Limit, or Value Added Services as set out in clause 18.2 ('When you can cancel the Contract'), or clause 16 ('Changes that give you a specific right to cancel' and 18.3 ('cancelling after a change').

We cancel the Contract:

- Because the License under which we operate and gives us authority to give you access to the Network Services is cancelled; or
- If a court cancels the Contract, because a part of it was unenforceable.

- delict (wrongful act),
- for anything we do or do not do; or
- because of our negligence
- or for any act that we would be liable for through the operation of law.

20.7 **Claim for Damages** - Despite anything else in these Terms, we may decide to claim Damages from you instead of Cancellation Charges. We may claim Damages from you for any damage or loss that we may suffer because you Breached any term of this Contract, you are negligent or because you act or fail to act.

21.2 **No Liability** - We will not be Liable to pay you for any loss of profits, loss of goodwill, loss of business opportunities, business interruptions, loss of or damage to Data (however such loss or damage to Data arises). We will also not be Liable to you for any indirect, consequential (resulting), or special losses or Damages.

Clause 20 is important. If the Contract is cancelled you may have to pay us various amounts and Damages because you Breached any term of this Contract, you are negligent or because you act or fail to act.

Clause 21 is important. It limits our legal duties towards you, asks you to take on legal responsibilities. There are many things that can go wrong when buying or using a Mobile Device and accessing or using the Network and Network Services. We are not responsible (Liable) when things go wrong or when you suffer Damages as a result of our Contract with you (as far as the law allows it).

21 Limits to our Liability

We will not always be responsible to you for your loss or damages you may suffer as a result of this Contract. This clause sets out the limits to our responsibility and Liability to you in certain cases.

22 Your Personal Information

There may be times when we ask you to give us information about yourself which is personal. This clause sets out what kind of information we collect and we are allowed to use it.

Note: Indirect loss is a loss that is an indirect result of not complying with the Terms. Indirect Damages are Damages that are caused by indirect loss.

This clause will only apply as far as the law allows. **Limits to our Liability for loss or damage** - We will not be Liable if you or any other person suffers (direct or indirect) loss or damage if:

By making use of the Network Services you consent to MTN's Privacy Policy which can be found on the MTN website, or you can request a copy in store or via our call centre.

- The Network Services are interrupted, Suspended or cancelled because of anything we do (or do not do) or because of something beyond our control;
- We do not supply or deliver any Mobile Device or SIM Card on the promised date or time;
- It is caused because of the use of any Mobile Device;
- We Suspend your Network Services (see clause 10, 'Suspension and Deactivation');
- We do not Suspend your access to the Network Services (for example when you ask us to limit the Usage Charges); and
- Loss or damage was caused by anything we (or one of our employees or agents) did negligently (when we failed to use proper care when doing something) or failed to do.

This clause is important. As you give us your permission to disclose your Personal Information to other parties under certain instances and for certain purposes.

You cannot later claim that you did not give your permission for us to do this.

21.1 **Limits to the amounts we are Liable for** - If we are found to be Liable to you for any reason (despite anything else in this clause 21, 'Limits to our Liability'), our total liability to you under the Contract will not be more than the total of the Charges you actually paid under the Contract over the last 12 months from the date of the incident in question. This includes Liability for all claims, actions, demands and proceedings:

23 Permission to market

This clause sets out when we are allowed to contact you for marketing purposes.

23.1 **You give permission.** By ticking the relevant box on the Application Form you give us permission (as far as the law allows) to contact you by telephone, fax, SMS, MMS or email at the contact numbers or addresses you give us so that we can market our products or services to you.

23.2 **Opting out** - You can ask us to stop marketing to you (opt-out) or ask us to start sending you marketing material again (opt-in) at any time. The CPA and other laws also allow you to register a block on marketing from us.

Clause 23 is important, because you give us permission to market to you. You cannot later claim that you did not give your permission for us to do this.

- for Breach ,

- 24 Questions, disputes and sending notices**
This clause sets out where you can complain if you have any problems or questions about the Contract. It also explains how you and we may give each other notices under these Terms.
- 24.1 Complaints** - If you are not satisfied with the Network Services or if you are unhappy that we have cancelled any of the Network Services, you may lodge a complaint in accordance with the procedure prescribed by ICASA on their website: <https://www.icasa.org.za/>.
- 24.2 Address for Notices** - You choose the physical addresses set out in the Application Form, and we choose our Premises, as the addresses where you and we will accept general notices, Legal Notices (including court documents) relating to the Contract ('**domicilium citandi et executandi**' or '**Address for Notices**').
- 24.3 Change of address.** You or we may change your or our physical address to any other address in South Africa (which is not a post office box) by giving written notice to the other Party. The new address will become that Party's Address for Notices 30 days after the other Party receives the notice.
- 24.4 Delivery of Legal Documents.** A '**Legal Document**' includes all court documents like summons, notice of motion and letter of demand. The Parties may only deliver Legal Documents to each other's Address for Notices by hand (these documents cannot be sent by fax, post or email).
- 24.5 Delivery of other documents by fax or email.** You or we may send any notice or document (which is not a Legal Document) by hand, by fax or by email during our normal business hours at the receiving Party's fax or email address set out in the Application Form.
- 24.6 Deemed receipt after fax or email.** As far as the law allows and unless you or we prove otherwise, a fax or email will be presumed to have been received 48 hours after the time that it was sent. For this reason Parties must make sure they keep proof of sending documents or notices.
- 24.7 Delivery of other documents by registered post.** You or we may also send any document or notice (which is not a Legal Document) to each other's postal address (yours as set out in the Application Form or our Premises). You or we must send documents or notices by prepaid registered post from an address in South Africa to your or our (the receiving Party's) postal address (as set out above).
- 24.8 Deemed delivery after posting** - Unless you or we prove no delivery took place (and as far as the law allows), the notice document will be presumed to have been received by you or us (the receiving Party) on the seventh day after the date of posting. For this reason you must make sure you keep proof that you sent the document or notice to us, unless expressly stated otherwise.
- 25 General terms**
This clause sets out the general provisions that apply to these Terms.
- 25.1 Examples and explanations** - The examples and definitions in the blocks or in the clauses are there to help you understand difficult words and phrases. They are intended to help explain a term or condition. They are not terms or conditions themselves. Examples do not limit the meaning or application of the Terms. The Terms do not apply only to the situations and facts given in the examples or only to similar situations and facts.
- 25.2 Conflict** - If there is a conflict or inconsistency between the Terms and any other terms and conditions in other documents in the Contract, then these Terms will apply to the extent of the conflict or inconsistency, unless expressly stated otherwise.
- 25.3 Whole agreement** - As far as the law allows, this Contract is the whole Contract between you and us on the subject. This Contract does not exclude any representations or warranties we (or someone for us) made regarding this Contract where the law does not allow these representation or warranties to be excluded.
- 25.4 Waiver (giving up rights) and leniency.** As far as the law allows, neither you nor we will lose any rights under the Contract if you or we do not exercise them immediately or each time.
- 25.5 Governing law.** The law of South African governs this Contract.
- 25.6 Each clause is separate.** Each provision of this Contract, and each part of any provision, is removable and detachable from the others. As far as the law allows, if any term is or becomes illegal, invalid or unenforceable, it must be treated as if it had not been included in the Contract. The rest of the Contract will still be valid and enforceable.
- 26 RICA**
RICA requires you to register your SIM Card with us in person. This clause explains which documents you must give us to comply with RICA.
You must also give us the following documents:
- 26.1 Original identity document (ID),** passport or refugee document;
- 26.2 A certified copy of an original identity document,** passport or refugee document; and
- 26.3 A certified copy of proof of residential address** (where you live). You can prove that you live at a specific address by giving us one of these documents:
- Bank statement (which must not be older than three Months);
 - Rates or electricity account or phone account (bill);
 - TV license;

- Insurance policy;
- Lease agreement; or
- New vehicle license document.

27 **Interpreting these Terms**

When interpreting these Terms, the following rules will apply:

- 27.1 **Gender** - Words in any particular gender include the other genders (male, female and neutral). Reference to a neutral gender (for example 'they' or 'it') include all genders.
- 27.2 **Singular and plural** - Words in the singular include the plural and the other way around.
- 27.3 **Different forms of the same word** - Different grammatical forms of the same word have a corresponding (similar or matching) meaning. (For example, 'to pay', 'paying' and 'paid').
- 27.4 **General words are not limited** - Where we use general words to describe specific things which belong together, the general words can also mean other things. The word 'including' or 'include' or 'includes' must not be interpreted as being limited to the list, following after the word, or excluding other items from a list following after the word.
For example in the sentence 'all Charges **including** Cancellation Charges does not intend to mean that we are only referring to Cancellation Charges or similar Charges, but to **all** Charges, 'including Cancellation Charges'.
- 27.5 **Calculating days** - Where any number of days is given, those days are counted to exclude the first day but include the last day.
- 27.6 **Reference to laws** - When there is reference to a law or to a section of a law, we mean that law or section of that law as amended, repealed or replaced.
- 27.7 **Writing or written** - Is any form of writing. When we give you a notice in writing it may include an SMS sent to a Mobile Device or an email we send you. It also includes voice calls recorded by our official call centre.
- 27.8 **Boxes and bold writing** - There are boxes with bold writing that appear below various clauses in these Terms. They are only intended to bring your attention to important parts of the Terms and to explain the effect of those parts. These boxes with bold writing are aids to understanding only and are not terms or conditions themselves. They do not limit the meaning or application of the Terms. The parts of the Terms discussed in the boxes do not apply only to the situations and facts given in the examples or situations described in the boxes, or to similar examples or situations.

ANNEXURE A**MEANING OF WORDS AND PHRASES**

In this Contract, except where it is clear from a clause that this must not apply to that clause, the words and phrases on the left have the meanings shown on the right.

Activation or Activate	When we accept your Order and if you comply with RICA (see clause 26 'RICA' for more information) we will enable your SIM Card to operate on the Network. This is called Activation.
Application to Migrate	The Migration Addendum, the subscriber agreement terms which apply and the new application form you must sign when you migrate.
Approved Device	Means the Mobile Device we give you or another mobile device approved by ICASA.
Bill	Means your MTN Invoice or Monthly statement.
Business Day	Any day, except a Saturday, Sunday or South African public holiday. Where this contract refers to a number of business days, it includes the first and excludes the last business day.
Business Rescue	Refers to a process that may take place if you are a juristic person and are in financial trouble.
Breach	When you or we do something that is not allowed under the Contract, or do not fulfil our duties under the Contract or do something that is listed in the Contract as being a breach.
Breaching Party	Means the party who committed the Breach.
Charges	Amounts we may charge you for the Network Services, Mobile Device and SIM Card and self-service purchases as set out on the MTN Website, the Price Plan Terms or Package Option Terms (See clause 6, 'List of Charges', for a full list of the Charges that apply to the Contract).
Charges Limits	Means the limits we may set on the amount that you spend on Usage Charges in a Month based on the credit check we do (as set out in clause 2.3, 'Credit Checks'.
Consumer Protection Act CPA	The Consumer Protection Act, No 68 of 2008.
Cancellation Date	The day you or we cancel the Contract.
Cancellation Charges	The reasonable costs you must pay us for cancelling the Contract early, which may include repaying us an amount of the Purchase Price.
Contract	The legal agreement that applies between you and us, which is made up of: <ul style="list-style-type: none"> • These Terms; • The Application Form; • The Package Option Terms or Price Plan Terms (depending on which one you choose); • The VAS Application Form; • The VAS Terms; • Your CPD (Customer Pick-up Document); • The International Roaming and Calling Application Form (if you apply for Roaming or International Calling); • The Migration Addendum (if you apply to Migrate); and • The Privacy Policy
Contract Renewal Term	The Contract period after the Minimum Term ends, which carries on from month to month, until you or we cancel the Contract.
CPD	Customer Pick Up Document Package. This is the document that we give you when you collect your mobile device and SIM card.
CPD Terms	The Terms and Conditions contained in the CPD.
Damages	These are amounts that someone may have to pay to another person to compensate them (repay them) for loss, damage or injury they suffered.
Data	Includes any information that is sent or received over the internet or a communications networks that is not done by SMS or voice and is made up of units called bytes;

Data Service	When you send or receive any data over the internet or a communications network that is not done by SMS or voice calling.
Deactivation	When take away your access to the network services through your SIM card.
Debit Order Return Fee	A fee of R11.40 that you will have to pay us if you allow us to deduct money from your bank account and we are unable to through no fault of our own.
Domicilium citandi et executandi	Addresses you and we choose to receive notices related to this contract. This is also known as address for notices.
CPA Notice	The notice the Consumer Protection Act requires us to send you with certain information before the minimum term ends.
ICASA	The Independent Communications Authority of South Africa or any of its successors.
Lift Suspension Charge	R75.00 you must pay to lift a suspension.
Innocent Party	The Party who did not commit the breach, as referred to in clause 19 ('Breach').
International Calling	The Network Service that allows you to make calls outside South Africa.
International Roaming or Roaming	The network service that allows you to use the network services on communications networks of other service providers in other countries when you are outside South Africa.
International Roaming and Calling Application Form	The form you must fill in to use your SIM Card outside South Africa.
Judicial Management	A situation when a court takes over your affairs for a time when you are a juristic person and are in financial trouble.
Legal Document	Refers to all legal documents and includes all court documents like summons, notice of motion and letter of demand.
Liable	A person agrees (or a law states that) they are responsible to do something or pay something. It includes having to pay for loss, injury or damages caused because of something you (or someone else) did. ' Liability ' has a similar (consistent) meaning.
Liquidated	A juristic person being legally declared bankrupt because they cannot pay their debts.
Migration	When you want to change from one Service Bundle to another.
Migration Fee	The amount we charge you for changing your service bundle as set out in package option terms or price list terms. This is also called 'administration fee to migrate. This will also include any Charges due to MTN in for any Mobile Devices that form a part of your Package Option prior to Migration..
Migration Addendum	Is the document we ask you to fill in when you want to migrate.
Minimum Term	The shortest term the contract will carry on for, unless you or we cancel it, as set out in your Application Form and the first Bill we send you.
Mobile Device	Terminal equipment (for example, a cell phone), which ICASA approved. We can connect it to the network with the SIM card the network for you to make or receive voice calls, transmit data or to send or receive messages.
Mobile Number	The telephone number we allocate to the SIM card or a telephone number we transfer by porting it from another service provider.
Month	A period between the first days in calendar months which follow each other (for example 1 May to 1 April). A month starts at 12am on the first day of the month and ends at 11:59pm on the last day of the month. If the number of days differs from one month to the next then we can decide when the next month starts. (For example January 31 at 12am to February 29 at 11:59pm will be a month).
Monthly Service Charges	The amounts we charge you each month in advance to use the network services (subscription fees) and amounts that apply to Value Added Services (VAS Charges) depending on the package option or price plan you chose;
MTN Website	www.mtn.co.za
MTN, we or us	Mobile telephone Networks (Pty Ltd, Registration Number: 1993/001436/07, with offices at our premises.
Network	The mobile electronic communication network operated by MTN in South Africa.

Network Services	The services we offer you under the Contract, including wireless telephone services, Value Added Services, Data Services, International Roaming and International Calling and any other wireless and network services.
Network Services Charges	Certain amounts that we may charge you for using the network services including monthly service Charges and usage charges.
Operator	Mobile Telephone Networks (Proprietary) Limited, Registration Number: 1993/001436/07, parties it assigned its rights to or any other licensed electronic communications network operator in South Africa which has granted us a sub-license to give you access to the network services.
Order	Filling and signing the application Form to receive a mobile device and SIM card or use the network services.
PAIA	The Promotion of Access to Information Act, 2 of 2000.
Package Option Terms	The Package Option Terms and Conditions. These are the terms that apply to the package option you choose on the application form.
Package Options	The combination of network services, mobile devices and price options available to you when you place your Order.
Package Option Terms	The terms and conditions that apply to a specific Package Option.
Parties or Party	'Parties' means you and MTN and 'Party' means either you or MTN.
Personal Information	Information which identifies you as an individual, and includes: <ul style="list-style-type: none"> • Information relating to the race, gender, sex, pregnancy, marital status • National, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture • Your language and birth • Information relating to your education or the medical, financial, criminal or employment history • Any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to you
POD	Proof of Delivery
Porting	Moving to or from another network service provider.
Porting Hours	The period between 9am and 5pm from Monday to Friday and between 9am and 1pm on Saturdays, excluding Sundays and South African public holidays in which we must receive notice before porting.
Premises	Our offices at 216 Fourteenth Avenue, Fairland, Roodepoort, Gauteng, South Africa.
Price Plans	The combination of network services and price options available to you when you place your order (price plans do not include a mobile device).
Price Plan Terms	The terms and conditions that apply to a Price Plan.
Privacy Policy	The MTN online Privacy Policy. This is the policy which explains how we deal with your personal information.
Purchase Price	The purchase price of the mobile device you bought from us in terms of this contract, as set out on the MTN Website or the package option terms or price plan terms and calculated in line with the service bundle you chose.
Reconnection Charge	R95.00 you must pay to reconnect you to the network after we deactivated your SIM card.
RICA	Regulation of Interception of Communications and Provision of Communication-related Information Act No.70 of 2002 as amended and any regulations published under it.
Service Bundle	The package option or price plan you choose.
Sequestered	Being legally declared bankrupt because you cannot pay your debts.
SIM Card	A small card called a subscriber identity module (SIM) card, which we give you to put it into your mobile device to use over the network and access the network services.
SIM Swop	When you ask us to link your information to a new SIM card if your SIM card is lost, stolen or is not working properly.
Start Date	The date we activate your SIM card will be the 'Start Date' of the contract.

Subscriber or you	The person, company or other entity who completed the application form to use the network services and whose details are in the ' Subscriber Details ' section of the application form (including anyone who is your successor or who you assigned your rights to).
Suspension	We stop you or limit you from accessing all or some of the network services through your SIM card for a certain time, until we lift the suspension.
Terms	The MTN subscriber terms and conditions in this document, which forms part of the Contract.
Upgrade Fee	The amount we charge you to upgrade to certain package options or price plans which we will give you when you sign and give us the new application Form for an upgrade.
Usages Charges	The amounts you must pay us to use the network, (which are not included in the monthly services charges) and includes charges for minutes, messages and data which do not form part of your package option or price plan.
VAS	Means 'Value Added Service'.
VAS Application Form	Value Added Service application form. This is the application form you must complete when you want us to value added services to you that are not part of your package option.
VAS Charges	The amounts you must pay us to use value added services or which we collect for other service providers for Premium Rated Services. They form part of the monthly service charges.
VAS Terms	The VAS Terms and Conditions. These are the terms and conditions that apply to the Value Added Services you use; and
VAT	Means value added.