

TERMS AND CONDITIONS

1 Definitions

- 1.1 "this Agreement" means this agreement, once signed by you and accepted by us, the acceptance being in a manner which we deem appropriate from time to time;
- 1.2 "Airtime" means cellular airtime, messaging platforms, data bundling and value added services;
- 1.3 "Business Days" means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 1.4 "Contract Period" means the contract period which we agree to, which will be indicated as per your contract;
- 1.5 "Customer Services" means our Customer Services department which you can contact on 0800 000 430 at normal charges (or 140 free from your Device);
- 1.6 "Device" means any one or more, as the context requires, of a cellular telephone, a SIM and/or any paraphernalia which you receive from us;
- 1.7 "In-Bundle Airtime" means the Airtime allocated to you under your Package.
- 1.8 "Maximum Talk Limit" means the monthly limit set for you, to regulate your spending;
- 1.9 "Network Operator" means any person licensed to operate an electronic communications network using cellular technology, in South Africa;
- 1.10 "Network" means the digital mobile device network and/or the wireless platform for internet services in South Africa that allows you to receive or use our Services;
- 1.11 "Out-of-Bundle Airtime" means any Airtime which is not In-Bundle Airtime;
- 1.12 "Package" means the combination of the components of Airtime which you choose, and the pricing applicable thereto;
- 1.13 "Port" or "Porting" means when we transfer your phone number from another Network Operator to us or from us to another Network Operator, if you have a valid Agreement with us;
- 1.14 "Port-out" means when you leave our network and transfer your phone number with you to another mobile network;
- 1.15 "Renewal Period" means the renewal period which we agree to;
- 1.16 "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2000, as amended;
- 1.17 "Services" means the digital electronic communications service, internet access services and other electronic communications services which we procure for you via the Network from time to time;
- 1.18 "SIM" means the SIM card or Subscriber Identity Module card containing your phone number and which is programmed to allow you access to our Services over the Network;
- 1.19 "we", "us" and "our" means MR PRICE Mobile (Proprietary) Limited, its affiliates, subsidiaries or its successors-in-title;
- 1.20 "Website" means www.mrpricemoney.com; and
- 1.21 "you" and/or "your" means you the customer who applies for and receives our Services.

2 Entering into this Agreement

2.1 This Agreement records the terms and conditions of the supply of our Services to you. We have defined some of the words which have particular meanings in clause 1 of this Agreement.

2.2 Please ask our representative to explain to you any clauses or definitions you do not understand. If you elect not to do this, we will assume that you understand the provisions contained in this Agreement.

2.3 By Opening the Package delivered to you and/or purchased by you, you will be requesting us to give you access to our Services on the terms of this Agreement. If and when we accept your request, we will connect your SIM to our Services. Our acceptance in this way will result in a binding agreement between us.

2.4 This Agreement is only applicable to South African Citizens.

2.5 You need to be over 18 years old to enter into this agreement.

3 Duration and Renewal

3.1 This Agreement will start when we connect your SIM to our Services and it will then run for the Contract Period.

3.2 If it is not renewed when the Contract Period runs out, then this Agreement will continue indefinitely, but may be cancelled by you or by us by giving one calendar month's written notice.

3.3 If you renew this Agreement then this Agreement will run for the duration of the Renewal Period in question.

3.4 When the Renewal Period expires then, unless you have renewed again, the renewed Agreement will continue indefinitely, but may be cancelled by you or by us by giving one calendar month's written notice.

3.5 We will remind you when the Contract Period or any Renewal Period is close to expiring. We will do this between 40 – 80 Business Days' before the expiry and we will tell you exactly when it will expire, any changes that will apply and your rights pertaining to ending this Agreement or extending it.

3.6 From time to time we may make available to our customers the ability to upgrade their mobile devices and/or their airtime packages. If and when we do this, and provided that you qualify for an upgrade, we will enter into a new Agreement with you to implement your upgrade.

3.7 Delivery of the Products to You. You must accept delivery of any Products yourself and provide copies of the documentation that we request, including a copy of your ID and Proof of Address. We may charge you a delivery fee.

3.8 Please contact Customer Services should you wish to return your Mobile Device. Additional terms and conditions apply to the return of Mobile devices and you may be liable for a fee.

3.9 Any SIM that we provide to you is our property and must be returned on demand. If your SIM is lost, stolen or damaged, you must immediately block the SIM Card and/or request a replacement SIM. This maybe subject to a replacement fee. You will be liable for all charges relating to use of your SIM if it has been lost or stolen until the time that you notify us that you have lost the SIM or that it has been stolen.

4 Permission to Market

4.1 To the extent allowed by all applicable legislation, by agreeing to be provided with marketing information relating to MR PRICE Mobile and the Mr Price Group, during your conversation with the MR PRICE Mobile call centre agent and by ticking the box on the MR PRICE Mobile Contract Application Form, You hereby give MR PRICE Mobile express permission to contact You by telephone, fax, SMS, MMS or email at the contact number/s and/or addresses You provided to MR PRICE Mobile, for the purposes of marketing its products and/or services to You. This permission does not prevent You from opting out of receiving marketing information from MR PRICE Mobile (or opting in again) at any time in the future, and is subject at all times to Your rights and obligations in terms all applicable legislation to register a pre-emptive block

5 Your account with us

5.1 You will be required to pay the fixed monthly subscription as has been agreed to by you during the course of the telephone conversation between you and us which gave rise to this Agreement. This monthly subscription is payable regardless of whether or not your Tab has been paid up, or has a credit balance.

5.2 The Package you have chosen will provide to you the pre-determined In-Bundle Airtime as per your package. When you have exhausted your In-Bundle Airtime, you can continue to enjoy our Services by using your allocated bill limit.

5.3 Your bill limit is not guaranteed and should you exceed your allocated bill limit, you will still be liable for the full amount due based on your usage. You accept that we cannot guarantee to implement the Monthly Usage Limit and you remain responsible to pay for all Usage Charges spent on your SIM Card over and above the Monthly Usage Limit regardless whether or not we implement the Monthly Usage Limit.

5.4 Your monthly In-Bundle Airtime will expire after 60 days of the first day of the month in which Airtime is allocated to you each month.

6 Our Services

6.1 We will take all reasonable steps within our control to provide to you our Services in terms of this Agreement.

6.2 Our Services are only available within the range of base stations that make up the Network.

6.3 We cannot always guarantee a fault-free Service. The quality and availability can be affected by factors outside of our control, including, amongst other things, the weather, local physical obstructions, other causes of radio interference, weak signal, features and functionality of your particular Device, extraordinary use of the Services by other customers, and faults in infrastructure provided to us.

6.4 The upgrading, maintenance or other work from time to time on the Network may result in interruptions or unavailability of our Services. Where possible, we will advise you of this in advance.

7 Charges

7.1 We will charge you for telephone calls you make, SMS's and MMS's you send, data you access and content you download at the rates which will be available to you. We will also charge you for connection fees and the other chargeable items as has been agreed to by you during the course of the telephone conversation between you and us which gave rise to this Agreement.

7.2 You will be liable to pay all taxes, including VAT at a rate of 15% associated with the Services and Device which we provide to you.

7.3 The fixed monthly subscription applicable to Packages is charged each month regardless of whether you utilise the Services.

8 Payment of Charges

8.1 Charges applicable to your In-Bundle Airtime are payable monthly in advance.

8.2 Out-of-Bundle Airtime usage which will be billed for and paid in arrears.

8.3 The use by you of the bill limit (if applicable) must be paid monthly in arrears.

8.4 We will send to you a monthly invoice upon which will be recorded, amongst other pertinent data, the monthly subscription applicable to your In-Bundle Airtime, the amount payable by you by reason of your use of your credit facility (if applicable), and the amount of your Tab.

8.5 The invoice is payable immediately.

8.6 You have 30 calendar days from the date of each invoice that we issue to you to query any amount or detail on that invoice. If you do not raise the query within 30 calendar days then it is assumed you accept the invoice as correct.

9 Payment by debit orders

9.1 You shall pay all amounts due under this Agreement by way of a monthly debit order, which debit order cannot be cancelled without our prior written consent. Your debit order will go off on the agreed upon day of each month.

9.2 If the date of your debit order falls on a Sunday or public holiday, your debit order will go off on the last business day before the Sunday or public holiday.

9.3 If there are insufficient funds in your bank account to meet the amount due, you hereby authorize us to track your bank account and re-present the debit order instruction for payment as soon as sufficient funds are available in your account.

9.4 Should you decide not to pay by debit order, an administration fee will be charged.

10 NAEDO Clause

10.1 I understand that NAEDO is a National Credit Act initiative. I have read, understood and completed the terms and conditions. I hereby authorise MR PRICE Mobile to deduct from the specified account via the banks NAEDO debit order system the monthly instalment amount or other amount if specified for the chosen course.

11 Changes in price

11.1 We may change the prices which you pay for Services at any time, but the change will, during the Contract Period, be limited to 25% in the case of a change constituting an increase.

11.2 If we change our prices, we will give you at least 60 days' notice.

12 Failure to pay your account

12.1 If you do not pay your account in full and on time you will be in breach of this Agreement and we can stop you using some or all of our Services and can implement the provisions of clause 16.

13 Unallocated payments

13.1 You must use your account number as a reference when making payments.

13.2 Should you make a payment into our bank account and not provide your account number as a reference or provide an incorrect reference number and or insufficient details, we may be unable to allocate the payment to your account.

13.3 We shall attempt to trace the funds and allocate the payment to your account, however if we are unable to do so, the amount will remain in a suspense account and will only be credited to your account if and when you raise a query (within 24 months of payment) and provide adequate proof of payment

14 Breach

14.1 In the event that you breach a provision of this Agreement and remain in breach after 20 days' notice to remedy the breach, we have the right to:

14.1.1 Enforce this Agreement; and/or terminate this Agreement; and in either case

14.1.3 Claim from you damages which we suffer.

14.1.4 In the event that we must launch legal proceedings against you as a result of your breach, you will be liable for the charges including tracing agent fees and legal fees on an attorney and client scale.

15 International Roaming

15.1 If you use our Services whilst outside of South Africa, you will be considered to be roaming internationally. If you roam internationally additional terms and conditions apply. These terms and conditions can be obtained from Customer Services. In order to activate your international roaming, contact Customer Services.

15.2 When you roam internationally, you will be charged at higher rates for that usage (these rates can be very high). Be aware that the rates are based on what we are charged by Network Operators outside South Africa. You will also be billed for receiving calls. These Network Operators may bill us some time after your return (even months later).

16 Port-out

16.1 For full details on what is required to Port please consult Customer Services

16.2 When you Port-out to another Network Operator we will send you your final account which must be settled in full immediately. This account will include all outstanding amounts and your full outstanding TAB amount.

17 Information and disclosure

17.1 In entering into this Agreement and providing the Services, we will come into possession of information pertaining to you. Insofar as it is permissible in law, we will hold that information as our own and will be entitled to disclose it to such third parties as we deem appropriate.

17.2 You warrant and guarantee that all information supplied to us is true and correct.

17.3 Should your address, or any other information which you have given to us, change you must inform us of the change immediately.

18 Exclusions

18.1 To the extent permitted by law, we exclude and you waive all liability to you and anyone else for any direct, indirect or consequential loss, costs, expenses or damage, whether in common law, in terms of statute or otherwise arising directly or indirectly from this Agreement.

19 Indemnity and waiver

19.1 You undertake to indemnify us against any loss or damage which any person (including ourselves) may suffer as a result of you directly or indirectly breaching any of your obligations under this Agreement.

19.2 We rely on third party providers to supply our Service. You hereby undertake not to hold any of our third party providers (to the extent permitted by law) liable for damages, losses, costs or expenses, whether direct, indirect or consequential arising from or in connection with any act, omission, neglect or default of a third party provider, or us where this is a result of the third party provider's action or omission, neglect or default.

19.3 We are not liable for any failure or delay in providing any Services, in correcting any fault in any Services, failure or incorrect operation of any Service, or any other delay or default in performance under this Agreement if it is caused by an event reasonably beyond our control, including but not limited to civil insurrection, interruption in electrical supply, accident, act of God, industrial action, a direction of any sort by ICASA, delay, failure or default by any other supplier or Network Operator.

20 Cancellation Clause

20.1 If this Contract is cancelled for any reason, including (but not limited) to circumstances where this contract is cancelled before the end of the initial contract period or a contract renewal period, then you will be required to pay MR PRICE Mobile all amounts which are unpaid and which are payable by you in terms of this Contract up to the date that this Contract ends. This includes, but is not limited to, the charges, the monthly service charges and the usage charges that you have incurred up to and including the date that this contract ends. You will also be required to pay a cancellation charge. This will be in addition to your other payment obligations.

21 Termination

21.1 You or we may, by providing a calendar month's written notice' of termination, terminate this Agreement at any time, for any reason.

21.2 If you terminate this Agreement other than as a result of our breach, prior to the expiry of the then current Contract Period or Renewal Period, or if we do so for a reason in clause 24.3, then we shall be entitled to recover from you that portion of your Tab which remains outstanding and an amount equivalent to four times your monthly In-Bundle Airtime.

21.3 In addition to clauses 14, 24.1 and 24.2, we will also be entitled to terminate this Agreement if:

21.3.1 you become provisionally sequestrated, or a liquidator or receiver or any other administrator is appointed to your business or assets, or an application for this is made, or if you enter into any arrangement or composition with

your creditors including any act of insolvency as this term is defined in the law, or if a resolution is passed to wind up your business;

21.3.2 Our Network Operator partner no longer makes the Network available to us; and/or

21.3.3 We are ordered by ICASA to do so.

22 General

22.1 We reserve the right to change the terms and conditions in this agreement with 60 days' notice to you.

22.2 Any concession or extra time we allow you doesn't affect our rights under this Agreement.

22.3 You agree that this Agreement will be interpreted and governed according to the laws of South Africa.

22.4 You choose the personal address for yourself set forth on page 1 of this Agreement where you will accept service of all notices and court process from us.

22.5 Notwithstanding anything to the contrary, a written notice actually received by you will be adequate written notice.

22.6 You acknowledge that in entering into this Agreement, you have not relied on any promises, representations or other statements made by us or on our behalf.

22.7 You release us and each of our officers, agents and advisors from all claims, actions, and demands of any kind (including carelessness) arising from our relationship in terms of this Agreement and from discussions leading to it.

22.8 In order to enjoy the use of our Services it is a requirement that you acknowledge and accept that you will have to register with us in terms of RICA.

22.9 If any term of this Agreement is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.

22.10 You cannot transfer to anyone else, without our consent, your Device, your SIM or you're Tab. Nor may you, transfer, cede or assign any of your rights and responsibilities under this Agreement. We can transfer, cede or assign any of our rights and obligations at any time.

22.11 If we have concluded this Agreement with you through direct marketing you may terminate the Agreement, in writing, within 5 Business Days' after the later of the date on which the Agreement was concluded or on which the Device was delivered to you. You will be liable for reasonable costs incurred by us and any damages to the mobile devices, SIM card and packaging

22.12 In the event of a customer cancelling their contract during the duration of the agreed period or after the contract term, the SIM card will convert to a Prepaid SIM card.

22.12.1 Prepaid churn; should you fail to actively use your Prepaid SIM for 3 consecutive months, we reserve the right to: permanently deactivate your line and forfeit any associated value-added services or rewards.

22.13 You have agreed to order & have received your new MR PRICE Mobile SIM card on the XXX SIM Only Top Up package. Please note that you will be billed for this package from the date of activation so please make sure you insert your new MR PRICE Mobile SIM into your phone to receive your airtime.

Your monthly subscription will be charged to your MR PRICE Money store card. Your first payment may include two full subscriptions, dependent on the date of your activation.

For example if your new MR PRICE Mobile SIM is activated on the 6th of the month you will receive the full XXX and be charged for that XXX. Thereafter on the 8th, you will receive your monthly airtime of XXX again and be charged accordingly. You will be billed on the 8th of every month, please ensure that you have sufficient funds in your account, failing which the airtime won't be loaded to you SIM.

You will have 30 days from the time you receive the airtime to use it before it expires. We have a great self-help tool where you are able to, check balances, buy airtime all by just dialling *140#. You have a standard R300 airtime limit

to buy airtime on your MR PRICE Money store card if that limit is reached you are able to purchase airtime vouchers in any of our Mr Price Group Stores (MR PRICE, MR PRICE Home, MR PRICE Sport, Miladys, Sheet Street).

Please note, the latest T&C's can be found on www.mrpricemoney.com