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Welcome to the World of Vodacom

Welcome to the world of possibilities.

You are now part of a growing family of customers who value quality, service and ease of communication.

In this booklet you will find all the information needed to get connected.

Your SIM card

Your Vodacom SIM card will automatically be activated upon successful RICA verification and delivery. If your SIM card is not activated after 48 hours, please contact us on 082 1945 for assistance.

In order for your activation to be successful, please ensure that your cellphone is switched off for 5 hours.

Introduce a friend

Refer a friend to the direct channel and earn rewards. For every successful friend referred you may qualify for up to R200 credit on your next bill. Terms and conditions apply. For more information, contact us on 082 1950.

Peace of mind:

1. Faulty Handset
   Should you find that your new handset/data card and /or modem is technically faulty within 14 days of delivery, kindly contact us on 082 1945 to arrange for a replacement.

2. Cancellation
   Should you not be completely satisfied with your purchase within 14 days of delivery, kindly contact us on 082 1945. Vodacom will arrange for collection and a full refund of your purchase provided that:
   • The product is undamaged and in the original packaging.
   • The product is returned as a complete sales unit including all accessories and other promotional items if any.
   • All costs of airtime usage will be deducted from the amounts refunded.

Apparatus insurance

Insurance is important as it protects your hardware against theft, loss or damage. Please be advised that your hardware is not insured. Kindly contact the insurance team on 082 1952 if you are interested in taking out insurance.

If you have however opted to purchase the Vodacom hardware insurance during your sales call, you will be receiving your insurance Welcome Pack from Cellsure. This welcome pack will contain all important information about your insurance policy. Should you not receive this pack within 30 days kindly contact Cellsure directly on 082 1952.

The Vodacom Team
Terms and Conditions

Vodacom Pty (Ltd) Network Contract Agreement

1. Important Notices
   This Agreement contains the terms and conditions on which Vodacom Pty (Ltd) provides telecommunication services and Apparatus to you our customer.

1.1. This Agreement contains terms and conditions which appear in a similar text style to this clause in order to draw your attention to such clauses because they:

1.1.1. may limit the risk or liability of the Vodacom Group or a third party; and/or
1.1.2. may create risk or liability for you; and/or
1.1.3. may compel you to indemnify the Vodacom Group or a third party; and/or
1.1.4. serves as an acknowledgement, by you, of a fact.

1.2. This Agreement replaces all prior terms and conditions previously agreed between you and Vodacom that relate to the same subject matter as this Agreement.

2. Definitions

2.1. In this Agreement certain words and phrases appearing in Title Case are given particular meanings. These words and phrases and the meanings they are intended to have are recorded below–

2.1.1. “Activation Date” shall mean the date of the activation of the SIM card on the Network;

2.1.2. “Agreement” shall mean these terms and conditions together with all schedules, and documents attached to these terms and conditions, as well as all amendments that may be made to these terms and conditions from time to time in terms of clause 22;

2.1.3. “Apparatus” means any mobile, transportable or portable cellular mobile terminal, handset, laptop, computer, modem or other apparatus which is approved by the Regulatory Authority and which is capable of connection by radio interface to the Network;

2.1.4. “Call Charge” shall mean the amount of money charged to you for a specified amount of call time or use of Vodacom’s data services (such as internet browsing or content downloads), as the case may be, as set out in the Price from time to time;

2.1.5. “Cellphone Number” shall mean the number allocated to you for the purposes of making use of the Services, also known as the Mobile Station Integrated Services Digital Network Number;

2.1.6. “Customer” or “you” shall mean the natural person entering into this Agreement with Vodacom;

2.1.7. “Initial Period” shall mean a period of 24 (twenty four) months or such longer period as expressly agreed to by you;

2.1.8. “Network” shall mean the public mobile telecommunications system operated and made available by Vodacom Pty (Ltd) or any other member of the Vodacom Group;

2.1.9. “Prepaid Account” shall mean an account held within the Vodacom Group on your behalf which, when credited with a pre-determined value of airtime purchased by you, enables you to use the Services until such airtime is depleted;

2.1.10. “Regulatory Authority” shall mean the Independent Communication Authority of South Africa (ICASA) or any similar authority that is established in the future to perform or take over the functions of ICASA;

2.1.11. “Renewal Period” means a period of 24 (twenty four) months or such longer period as expressly agreed to by you,
which period shall commence on or after the expiry of the Initial Period;

2.1.12. “the Services” shall mean the cellular telecommunications service provided by means of the Network as well as such other additional related services or equipment as Vodacom may, if it chooses to, make available to you from time to time and which Services are provided subject to these terms and conditions;

2.1.13. “SIM card” shall mean the Subscriber Identity Module Card allocated to you to enable you to gain access to the Network by using the SIM card in the Apparatus;

2.1.14. “Subscription Fee” shall mean the monthly fee payable by you in respect of access to the Network by means of the Cellphone Number, as recorded in the customer credit application form;

2.1.15. “Price Plan” shall mean the price of charges and fees (monetary amounts) payable by you to Vodacom in respect of the Services, as published by the Vodacom Group from time to time and as set out in the customer credit application form;

2.1.16. “Top Up Price Plan” shall mean all and any packages offered by Vodacom at any time that has or have a top-up component;

2.1.17. “Upgrade” shall mean the transaction, which will take place during, on or after the expiry of the Initial Period, in terms of which Vodacom may supply you with a new Apparatus for which partial or complete payment may be required and the simultaneous renewal of this Agreement by you for the Renewal Period;

2.1.18. “Vodacom Group” shall mean any of the Vodacom group of companies including Vodacom, any subsidiaries of Vodacom, any holding company of Vodacom and/or any subsidiaries of such holding company;

2.1.19. “Vodacom” shall mean Vodacom Pty (Ltd) with whom you have entered into this Agreement for the provision of the Services;

2.2. When considering this Agreement, please note that –

2.2.1. words indicating any one gender shall include the others and the singular shall include the plural;

2.2.2. “days” shall mean calendar days unless qualified by the word “business”, in which instance a “business day” shall mean any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time; and

2.2.3. any number of days prescribed shall be including the last day or, where the last day falls on a day that is not a business day, the next succeeding business day.

2.2.4. The use of the expression “but not limited to” by Vodacom indicates that the prescribed list is not a closed one and that there may be other matters not listed to which the clause applies.
3. **Provision of the Services**

3.1. Subject to the terms and conditions set out in this Agreement, Vodacom shall activate the SIM card and maintain the availability of the Services to you throughout the duration of this Agreement.

3.2. The service quality and coverage available to you shall be limited to that provided by the Network in accordance with the requirements of the Electronic Communications Act, 2005 (or as amended) and any Regulatory Authority requirements. The Services may, from time to time, be adversely affected by physical features such as buildings and underpass, as well as atmospheric conditions and other causes of interference.

4. **Duration**

4.1. This Agreement will start on the Activation Date and, subject to the terms and conditions of this Agreement shall continue for the Initial Period. After the Initial Period this Agreement will automatically continue on a month to month basis subject to any changes which we have notified you of unless you or Vodacom terminate it on at least 20 (twenty) business days written notice.

4.2. Despite clause 4.1, you may terminate this Agreement during the Initial Period or a Renewal Period by giving Vodacom at least 20 (twenty) business day’s notice in writing. If you do choose to terminate this Agreement during the Initial Period or a Renewal Period, you will be subject to payment of a reasonable premature cancellation charge, determined by Vodacom, and you will have to pay all outstanding amounts in respect of the Services and / or Apparatus related to the Services.

5. **Charges payable by you and your payment obligations**

5.1. The Subscription Fee shall be due and payable to Vodacom by you as indicated on the invoice received from Vodacom but, in any event, by no later than the last business day of each and every subsequent month until expiry of the Initial Period and / or Renewal Period, as the case may be. Despite the previous sentence of this clause 5.1, Vodacom shall have the right to request you to pay the first month’s Subscription Fee in full on the Activation Date.

5.2. In the case of a Price plan other than a Top Up Price Plan –

5.2.1. you will pay to Vodacom all charges incurred in respect of the Cellphone Number(s) within 14 (fourteen) days of date of Vodacom’s invoice;

5.2.2. Vodacom may impose monetary limits on the maximum value of the total charges you may incur in relation to the Services provided by Vodacom during any one billing period. Should you exceed such maximum value then Vodacom may suspend the Services to you until the value of such maximum amount as well as any other charges that may be due, have been paid in full;

5.2.3. Vodacom reserves the right to impose a monetary limit on the maximum value of Call Charges incurred by you during any one billing period in the amount set out in the application and/or order form to which these terms and conditions relate; and

5.2.4. despite Vodacom being entitled to suspend the Services to you until the value of such maximum amount as well as any other charges that may be due, have been paid in full, it shall be under no obligation to do so, and, should the charges billed to your account nonetheless exceed the monetary limits imposed by Vodacom, you shall remain liable to pay Vodacom any and
all charges incurred whether in excess of the said limits or not. You are encouraged to diligently monitor the depletion of any monetary limit set by contacting the Vodacom call centre.

5.3. In the case of a Top Up Price Plan –

5.3.1. on the first day of each month for the duration of this Agreement, Vodacom shall automatically recharge your Prepaid Account with airtime to the value of the Subscription Fee, provided that such airtime shall not be available for use by you if you are in arrears with the payment of your Subscription Fees;

5.3.2. in addition to the airtime value allocated to your Prepaid Account pursuant to the provisions of clause 5.3.1 above, you shall also be entitled to recharge your Prepaid Account at any time by utilizing any of Vodacom’s existing recharge mechanisms on such terms and conditions applicable to such recharges, provided that in the event that you are in arrears with the payment of your Subscription Fee(s), then despite having recharged your Prepaid Account, the airtime allocated to the Prepaid Account pursuant to such recharge shall -

5.3.2.1. not be available for use by you until you have paid all outstanding Subscription Fees;

5.3.2.2. not be credited to any outstanding Subscription Fees;

5.3.3. in the event that you pay Vodacom more than what is due in respect of the Subscription Fees, such additional amounts paid shall not be allocated to your Prepaid Account but shall -

5.3.3.1. be credited toward the following month’s Subscription Fees;

5.3.3.2. and any further remaining amount shall be refunded, free of interest (provided that the overpayment is not due to any fault on the part of Vodacom) to you, if at the end of the term of this Agreement your Subscription Fees are fully paid up and all your obligations hereunder have been fully met.

5.3.4. Each month for the duration of this Agreement you shall be entitled to carry over to the following month the unused portion of airtime value purchased through any additional recharges you may have performed.

5.4. Each month for the duration of this Agreement you shall be entitled to carry over to the following month any unused portion of the airtime value purchased by the payment of the Subscription Fee(s) in previous months, provided that the value of any such airtime may not exceed the equivalent of 5 (five) times the Subscription Fee, excluding the current month, or such other period as Vodacom may specify from time to time in its sole discretion.

5.5. In addition to the monthly Subscription Fee(s) and Call Charges levied by Vodacom, you will also pay to Vodacom all other charges relating to any other service, incurred in respect of the Services and /or any Apparatus or other equipment purchased by you from Vodacom within 14 (fourteen) days of date of Vodacom’s invoice. Vodacom’s invoice will itemize the amounts charged to you.

5.6. Prior to the activation of your Cellphone Number or other services on the Network, Vodacom shall be entitled to require you to pay to it a deposit in an amount which Vodacom in its discretion deems fit. Such deposit shall be paid by you in cash and shall be retained by Vodacom as security for any other charge that you may become liable to pay to Vodacom and may be appropriated either wholly or in part towards payment of any amount that may be due by you to Vodacom. The deposit or any balance thereof, as the case may be, shall be refunded to you after all your obligations hereunder have been fully discharged.

5.7. A computerised account or a certificate signed by a Credit Manager of Vodacom,
(whose designation need not be proved), setting out the amount due by you to Vodacom shall be taken as proof in the absence of any evidence to the contrary of such amounts as well as the due date thereof and Vodacom shall not be required to provide further proof of the indebtedness unless you can show, on the face of it, that the amount set out in the computerized account or certificate is incorrect.

5.8. The charges levied by Vodacom may vary from time to time and Vodacom shall provide you with at least 20 (twenty) business days notice of such variations before they take effect. You shall be bound to pay such varied charges with effect from the date of publication thereof by either Vodacom and/or Vodacom unless you exercise your right of termination as provided for in this Agreement.

5.9. The charges levied by Vodacom in respect of any telecommunications services shall not exceed the Price published by the Vodacom Group from time to time. The charges levied by Vodacom in respect of any additional service or in respect of any Apparatus or other equipment purchased by you, that are not subject to Vodacom Group’s price, shall be in accordance with Vodacom’s standard charges as published and amended from time to time.

5.10. If so required by Vodacom in its sole discretion you must make payment of all amounts due to Vodacom by means of a direct debit order against your banking account. You shall not be entitled to withdraw or revoke the authority of Vodacom to draw against your banking account for the duration of this Agreement without the written consent of Vodacom.

5.11. All fees, charges and prices set out in this Agreement and/or any price list from time to time are exclusive of Value Added Tax which shall additionally be borne and paid for by you at the prevailing rate from time to time unless otherwise stated.

6. Migration and Conversion

6.1. With the prior written permission of Vodacom which can be withheld at any time, for any reason, you may be entitled to convert to any other standard Price excluding any special discounted Prices, offered by Vodacom from time to time provided that—

6.1.1. any charge levied by Vodacom in respect thereof has been paid by you; and

6.1.2. all relevant documents required by Vodacom have been signed by you indicating acceptance of any terms and conditions applicable thereto.

6.2. In the event that you migrate from a Price plan which includes free bundled minutes/seconds to a Price plan which does not include free bundled minutes/seconds, all accumulated free minutes shall be automatically forfeited and you shall have no claim of whatsoever nature against Vodacom in respect thereof, it being your responsibility to ensure that any free bundled minutes/seconds are used up prior to migrating to another price should you wish to use such free services.

6.3. In the event that you migrate from a Price plan which includes free or bundled minutes/seconds to any other Price plan which includes free, bundled minutes/seconds, then you may forfeit all or a portion of the accumulated minutes/seconds.

7. Bundled Usage

7.1. You acknowledge and agree that should the Price plan selected incorporate any bundled minutes/seconds, then—

7.1.1. all calls made after the bundled minutes/seconds have been used up will be charged at the then current out-of-bundle rate as set out in the Price;

7.1.2. if you migrate from such Price plan to any
other Price plan incorporating bundled minutes/seconds, then Vodacom will determine the number of bundled minutes/seconds which will be carried over to the new Price plan and you may forfeit all or a portion of the accumulated minutes/seconds; and

7.1.3. upon termination of this Agreement for any reason whatsoever, any accumulated airtime or unused bundled minutes/seconds existing at the termination of this Agreement shall be forfeited and you shall have no claim of whatsoever nature against Vodacom in respect thereof, it being your responsibility to ensure that any accumulated airtime or unused bundled minutes/seconds are used up prior to termination should the customer wish to use such accumulated airtime or unused bundled minutes/seconds; and

7.1.4. all airtime used by you will be applied first against your most recent allocation of bundled minutes/seconds; and thereafter against your oldest active carried over unused bundled minutes/seconds

7.1.5. any accumulated and unused bundled minutes/seconds may expire after 5(five) months or after 1 (one) month on applicable Smart Plans

7.2. you acknowledge and agree that should the Price plan selected incorporate any bundled data, then –

7.2.1. all data used after depletion of the bundled data will be charged at the then current out-of-bundle rate as set out in the Price;

7.2.2. accumulated and unused data may be carried over for a period of up to 60 (sixty) days where after it shall be forfeited.

8. Value-Added Services

8.1. You acknowledge and agree that – should you subscribe to any additional service(s) provided by Vodacom (“value-added service(s)”), the provision of such value-added service(s) by Vodacom will be subject to Vodacom’s standard terms and conditions applicable to those services from time to time with which you undertake to make yourself familiar with; and

8.2. if you subscribe to a Price Plan which includes a subscription to any value-added service(s), then such subscription to those value-added service(s) may only be terminated prior to the expiry of the Initial Period or the Renewal Period, as the case may be, by giving Vodacom at least 20 (twenty) business day’s notice in writing. If you do choose to terminate those value added services during the Initial Period or a Renewal Period, you will be subject to payment of a reasonable premature cancellation charge, determined by Vodacom.

9. Risk and Ownership

9.1. In the event of Vodacom providing you with Apparatus, then –

9.1.1. from the moment the Apparatus is delivered to you, you will be responsible for and liable for all risk in and to the Apparatus which will include but not be limited to loss, damage, accidental damage, liquid damage, theft unauthorised use of the Apparatus subject to any applicable warranty provided with such Apparatus or imposed by operation of law; and

9.1.2. Vodacom will remain the owner of the Apparatus for the duration of the Initial Period.

9.2. Ownership of the SIM card allocated to you shall, at all times, remain vested in Vodacom. All risk in and to the SIM card which will include but not be limited to the loss, damage, accidental damage, liquid damage, theft and unauthorised use etc of the SIM Card shall pass to you upon delivery of the SIM Card.

9.3. The provisions of clause 9.1 shall also apply, with the necessary changes, to the Renewal Period where you have chosen an Upgrade.
10. **Listing of Apparatus**

10.1. Should you fail to meet any payment obligations during the Initial Period or the Renewal Period, as the case may be, then Vodacom shall be entitled to prevent the further use of your Apparatus and you indemnify Vodacom in respect of any claim whatsoever arising from Vodacom exercising its right in terms hereof.

10.2. In the event of the theft or loss of Apparatus, you shall be obliged in terms of law to inform Vodacom of such theft or loss in order for Vodacom to list such Apparatus on the blacklists as determined by the prevailing policy of Vodacom from time to time. Vodacom shall effect such listing provided that all required information has been supplied by you.

10.3. For the purposes of this clause 10, “blacklist” shall mean the disablement by electronic or other means, of an Apparatus, thereby preventing its further use.

10.4. In the event of the theft or loss of an Apparatus, the provisions of clause 17.2 below shall also apply, with the necessary changes.

10.5. Vodacom shall be entitled to levy a reasonable charge for the listing referred to in clause 10.2 above and/or the removal of an Apparatus from the blacklist.

11. **Disclosure of Information**

11.1. You consent that Vodacom may, to the extent permitted by law, receive or disclose your personal information, documents, detailed call records, credit profile information and/or any other credit information from or to –

11.1.1. any credit providers, credit bureau or credit reporting agencies;

11.1.2. any law enforcement agencies that require the information for the prevention or investigation of criminal activities;

11.1.3. any of Vodacom’s shareholders, related entities, suppliers, agents, professional advisors or any company within the Vodacom Group for marketing purposes, subject to your right to restrict receipt of unwanted marketing material or other rights in terms of the Consumer Protection Act, 2008;

11.1.4. any of Vodacom’s shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service and/or auditing purposes;

11.1.5. any company within the Vodacom Group for any purpose connected with the Services or the Network or incentive scheme purposes.

11.2. Despite any part of this Agreement that may indicate otherwise, Vodacom shall be entitled to utilize your detailed call records for any lawful purpose including but not limited to tracing and/or collection purposes.

12. **Your Acknowledgement**

12.1. You acknowledge and agree that –

12.1.1. The service quality and coverage available to you shall be limited to that provided by the Network in accordance with the requirements of the Electronic Communications Act, 2005 (or as amended) and the Regulatory Authority requirements. The Services may, from time to time, be adversely affected by physical features such as buildings and underpass, as well as atmospheric conditions and other causes of interference; and

12.2. to the extent permitted by law, Vodacom shall not be liable for non-availability of the Services.

13. **Liability**

13.1. You indemnify and hold Vodacom and each company within the Vodacom Group harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by Vodacom or any company within the Vodacom Group, which arises directly or indirectly out of a breach of the
terms of this Agreement by you or by your use of the Services and/or the Apparatus, other than in respect of losses caused by the gross negligence or intentional misconduct of Vodacom or any company within the Vodacom Group or any of their respective employees, directors or agents.

13.2. Without affecting the generality of 13.1 above, Vodacom shall not be liable to you for any breach of this Agreement or failure on Vodacom’s part to perform any obligations as a result of technical problems relating to the Network, termination of any licence to operate or use the Network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the control of Vodacom.

14. Your Undertakings

You shall –

14.1. comply with all instructions issued by Vodacom which concern your use of the services, the Apparatus or related matters; and

14.2. not be entitled to commercially exploit the services in any manner whatsoever without Vodacom’s prior written consent, including without limitation, the provision of telephony services to third parties; and

14.3. provide Vodacom with all such necessary information as Vodacom may, in its sole discretion, reasonably and lawfully require;

14.4. only use a Apparatus which is approved for use in conjunction with the Network by Vodacom;

14.5. engage with Vodacom, other members of the Vodacom Group and their respective staff and agents in a courteous, cordial and respectful manner at all times.

15. Suspension/Disconnection

15.1. Vodacom may from time to time, by giving

you advance notice where reasonably practicable and dependent on the circumstances, suspend the Services or disconnect your Cellphone Number from the Network for a period to be determined by Vodacom, in any one of the following circumstances -

15.1.1. during any technical failure, modification or maintenance of the Network; or

15.1.2. if you fail to comply with any of the terms and conditions of this Agreement; or

15.1.3. if so directed by the Regulatory Authority; or

15.1.4. in any other instance specifically provided for in this Agreement, and in such event, the provisions of clause 13 and where applicable, clause 16.6 below shall also apply, with the necessary changes.

15.2. Having regard to the circumstances at the time of suspension, disconnection or reconnection, as the case may be, Vodacom shall be entitled to levy a reasonable fee in respect of such suspension, disconnection and/or any reconnection.

15.3. Where this Agreement is terminated at your instance in accordance with clause 4.1 or 4.2 above, as the case may be, Vodacom shall be entitled to disconnect your Cellphone Number at any time on the relevant date of termination and at which time the provisions of clause 16.6 shall apply, with the necessary changes, and you shall have no claim of whatsoever nature against Vodacom as a result of Vodacom exercising its right under this clause.

16. Termination

16.1. In the event that you do not comply with your obligations under this Agreement and you do not correct your failure to comply after receiving a notice from Vodacom requesting you to comply within 20 (twenty) business days, then Vodacom may immediately terminate this Agreement.
16.2. If this Agreement is terminated by Vodacom for the reason that you have failed to remedy a material failure to comply with or a breach of the Agreement as contemplated in clause 16.1, you shall pay to Vodacom all outstanding charges for access to the Network and you will be subject to payment of a reasonable premature cancellation charge, determined by Vodacom.

16.3. You shall repay to Vodacom on demand all costs which Vodacom incurs as a result of your failure to comply with the terms and conditions of this Agreement or any termination hereof, which may include –

16.3.1. costs in connection with tracing you and/or the Apparatus;
16.3.2. all legal costs on the attorney client scale;
16.3.3. collection commission that may legally be recovered from you by Vodacom’s attorneys or collection agents on amounts collected;
16.3.4. the costs incurred in obtaining possession of the Apparatus as well as the cost relating to the valuation, removal, transport, repair, maintenance and storage thereof; alternatively; and
16.3.5. the replacement cost of the Apparatus.

16.4. To the extent that it is appropriate, the provisions of clause 16.3.2 above apply reciprocally to you, read with the necessary changes.

16.5. It shall be in the sole discretion of Vodacom as to whether it elects to levy the replacement cost of the Cellular Phone(s) or the charges referred to in clause 16.3.4 above.

16.6. Any accumulated airtime or unused bundled minutes/seconds existing at the termination of this Agreement shall be forfeited and you shall have no claim of whatsoever nature against Vodacom in respect thereof.

17. Loss or Theft of SIM Card

17.1. You shall notify Vodacom immediately when you become aware of the loss or theft of your SIM card, which notification may, at Vodacom’s discretion, be required to be confirmed in writing. In addition, you undertake to comply in full with the requirements of the Regulation of Interception of Communications and Provision of Communication-Related Information Act No. 70 of 2002.

17.2. Any loss, theft, damage or destruction of your SIM card or Apparatus shall not affect your liability to continue to pay the Subscription Fee to Vodacom for the duration of this Agreement.

18. Policies and Procedures of Vodacom

You agree to comply with and implement the policies and procedures of Vodacom from time to time in relation to the Services, your Cellphone Number, the SIM card, the Network and the use thereof.

19. Complaint Resolution and Code of Practice

In the interest of providing customer service excellence, and the protection of consumer rights, Vodacom conducts its business in accordance with a Code of Practice which incorporates a procedure for customer complaint resolution. Details of such Code of Practice and procedure may be accessed by you on www.vodacom.co.za or obtained from Vodacom’s customer care department. Nothing in this Agreement is intended to prevent you from exercising any rights you may have under the Consumer Protection Act, 2008.

20. Communication

You hereby consent to the dispatch or transmission by Vodacom of all and any necessary communications in terms of the Electronic Communications and Transactions Act 25 of 2002 or subsequently enacted and relevant legislation. You are entitled to inform Vodacom if you do not wish to receive any communications for purposes of direct marketing and in this instance, Vodacom
21. **Assignment**
You shall not transfer (whether it be by cession, assignment, encumbering or delegating) any of your rights or obligations in terms of this Agreement to any third party without the prior written consent of Vodacom.

22. **Variation**
Save as otherwise expressly provided, no addition to, variation, consensual cancellation or novation (meaning the act of either replacing an obligation to perform with a new obligation, or replacing a party to an agreement with a new party) of this agreement and no waiver of any right arising from this agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by or on behalf of the duly authorised representatives of both parties.

23. **Whole Agreement**
This Agreement constitutes the whole agreement between the parties and no representations or warranties other than those set out herein shall be binding on the parties, save for any amendment effected in terms of clause 22 above.

24. **Address for Delivery of Notices**
24.1 You choose as the address at which you wish to receive any correspondence or notices of a legal nature relating to this Agreement and the rendering of the Services the address set out in the application or order form to which these terms and conditions relate or such other address of which you may notify Vodacom in writing provided such address is not a post office box or other postal address.

24.2 All notices given in terms of this Agreement shall be in writing.

25. **Severability**
In the event of any one or more of these terms and conditions being unenforceable, such terms and conditions will be deemed to be removed from the remainder of this Agreement and the Agreement will remain binding and enforceable.

26. **Apparatus Warranty and Guarantee**
You hereby acknowledge that in the event that you are supplied with Apparatus:

26.1 and such Apparatus is a computer then it is supplied "with a Windows Operating System" but without benefit of any additional software and all applicable warranties shall be honoured by the manufacturer of the computer; and

26.2 the Apparatus is supplied with a 6 (six) month warranty of quality against defects, within the meaning of the Consumer Protection Act, 68 of 2008.

26.3 you shall not be entitled to withhold payment of any monies due under this Agreement for any reason whatsoever, including but not limited to, any dissatisfaction with the Apparatus, its operation or otherwise or any failure of the manufacture to honour any second warranty offered or any other reason whatsoever.

26.4 all user support offered in relation to a computer or laptop is provided by the manufacturer thereof and to the extent permitted by law Vodacom shall not be liable for any loss, cost, claim or damage of whatsoever nature suffered by you in relation thereto including without limitation, any failure of the manufacturer to provide same.
**Mandatory Call Limit**

1. In order to protect you from any surprises on your Vodacom bill, all Vodacom customers are subject to a monthly mandatory call limit for the first seven (7) months of your contract period.

2. The removal of the call limit may be possible after seven (7) months depending on assessment of your overall credit profile. If your account is already seven months old and an additional line is added onto your account, the limit will remain in place for a minimum of four (4) months on the additional line.

3. The call limit is prescribed by Vodacom and is set on the usage of your cellphone e.g. calls, data and SMS only.

4. You will receive threshold SMS notifications once your usage has reached the 50%, 70% & 90% mark.

5. Once your call limit has been reached, you will not be able to make calls, send Vodacom SMSs or use data until the start of the new month. You will however still be able to receive calls and SMSs during this time and make calls to the 112 Emergency Services and 082 111 Vodacom Customer Care line.

6. If you are consistently exceeding your limit, you may want to consider migrating to a higher price. Note: you may only migrate your price plan after a period of seven (7) months.

7. The call limit is not a guaranteed service and you will remain liable for all charges incurred, whether in excess of the limit set or not.

**Mandatory Account Limit**

1. All Vodacom customers are subject to a mandatory account limit.

2. The account limit is prescribed by Vodacom and is set on the usage on your account (including the usage of all cellphone numbers linked to your account).

3. An account limit will remain unchanged for a period of six (6) months where the limit will be adjusted on a monthly basis according to your overall credit record.

4. You will receive threshold SMS notifications once your usage has reached the 50%, 70% & 90% mark.

5. Once your account limit has been reached, you will not be able to make calls or send SMSs until the start of the new month or a payment is received. You will still be able to receive calls and SMSs during this time and make calls to the 112 Emergency Services and 082 111 Vodacom Customer Care line.

6. The call limit is not a guaranteed service and you will remain liable for all charges incurred, whether in excess of the limit set or not.
Device Warranty

1. The warranty from date of purchase lies with the relevant manufacturer for the duration of the implied warranty period between 12 and 24 months, depending on manufacturer and is subject to the manufacturer terms and conditions.

2. Kindly refer to your Manufacturer User Guide for additional information. It is advisable to keep this guide in a safe place.

3. The Computer (Laptop or Desktop) is supplied with a pre-loaded Windows Operating System, but without any additional software. Please be advised that the computer is not pre-loaded with anti-virus software and that it is your responsibility to ensure your computer is protected at all times.

4. The Computer (Laptop or Desktop) is not covered by the Vodacom Device Warranty Agreement. The warranty is provided by the manufacturer thereof. Kindly refer to Manufacturer Information Booklets that accompany the product.

5. Please refer to the Consumer Information leaflet for additional device support information.
Terms and Conditions applicable to iPhone

Please ensure that you have read through and understood the Terms and Conditions pertaining to your iPhone contract.

Activating your iPhone:

**You will need:**
- A PC / Laptop connected to the Internet
- Your iPhone 3G
- Your VODACOM SIM card
- USB cable (included in packaging)

**STEP 1:** Go to [http://www.apple.com/itunes/download/](http://www.apple.com/itunes/download/) on your PC / Laptop Internet browser to download iTunes.

**STEP 2:** Select “Download iTunes Free”. NOTE: You will NOT pay for the iTunes software – but may incur normal data charges for the approximately 60Mb downloaded.

**STEP 3:** When prompted to Run or Save the file, select Run and iTunes will be installed on your PC / Laptop.

**STEP 4:** Ensure that your iPhone 3G has been charged (can be charged for approximately 15 minutes to complete the activation process).

**STEP 5:** Insert your Vodacom SIM card into your iPhone 3G (refer to manual for instructions), switch the cellphone on and enter the PIN.

**STEP 6:** Connect your iPhone 3G with the USB cable, to your PC / Laptop.

**STEP 7:** iTunes will detect the cellphone automatically and connect to the Apple database. You may be required to provide additional personal information to complete the activation process.

**STEP 8:** iTunes will confirm if your specific iPhone3G has the latest software installed. If not, it will ask to download / install the latest software version.

Depending on your internet access / speed, this process could take up to 2 hours.

**NOTE 1:** The iPhone 3G cellphone activation or cellphone software upgrade process should NOT be interrupted! Disconnecting the USB cable during these processes may damage the iPhone 3G.

**NOTE 2:** If the iPhone 3G ever becomes ‘inactive’ (i.e. does not display the ‘icons’ after switching it on), simply activate it again.

**NOTE 3:** If you do not complete the activation process, your iPhone 3G will ONLY be able to make emergency calls.

Servicing your iPhone

**Vodacom Repairs**

Your iPhone 3G comes with a one year warranty. Please refer to the warranty information included in your iPhone 3G packaging for further details. All faults detected with your iPhone 3G must be referred to a Vodacare outlet. Dial 125VODACARE (12586322273) free from a Vodacom cellphone, to locate your nearest Vodacare outlet.

Vodacare provides a “one-stop” quality cellular repair facility to ensure that our valued Vodacom Customers are put back on the air as quickly as possible. Thus ensuring continued Customer loyalty through world class Customer Service at all times.

Our Vodacare Franchise offers both in and out of warranty repairs on all the major cellular brands that have been either supplied or distributed by Vodacom. The Vodacare technical staff have all been fully trained in accordance with the requirements laid down by the manufacturer, as well on the GSM technical and manufacturers testing equipment, and on the software upgrade systems.
In-warranty & Out-of-Box failures:
The Vodacare agent must screen the iPhone 3G for possible physical or liquid damage. If no physical or liquid damage is detected and the warranty is confirmed, you will be provided with a Replacement iPhone 3G within 48 hours of your iPhone 3G being booked in at a Vodacare outlet.

Out-of-warranty failures:
In the event that the 1-year warranty period has lapsed, or physical / liquid damage on the iPhone 3G is detected; you will be given the option to purchase a Replacement iPhone 3G from the Vodacare outlet.

Important Information

- Any unauthorised repair or physical / liquid damage to your iPhone 3G voids the warranty.
- The replacement iPhone 3G is not a new unit and does not include the accessories that were initially supplied with your iPhone 3G.
- Please ensure that the replacement unit has been activated before leaving the Vodacare outlet as your SIM card needs to be paired to the replacement unit before use.
- We strongly recommend that you insure your iPhone 3G against theft or damage by contacting your Service Provider.
A new clause is hereby included underneath to read as follows:

1. In the case of a Step Up Price Plan:
   1.1. The Customer’s bank account will be debited between the 25th and the 28th of the month with the exception of February and the holiday months when the debit order will be deducted sooner. This will be communicated to the Customer via sms.
   1.2. Upon successful debit order submission, monthly airtime will be allocated on confirmation of payment. This is done on the first day of each month for the duration of the Agreement.
   1.3. Should the Customer’s debit order be rejected due to Insufficient funds, the Customer will be migrated to Prepaid. In addition to the airtime value allocated to the Customer pursuant to the provisions of clause 1.2 above;
   1.4. The Customer shall also be entitled to recharge his prepaid account at any time by utilizing any of Vodacom’s existing recharge mechanisms on such terms and conditions applicable to such recharges.

2. In the event that the customer pays Vodacom more than what is due in respect of the subscription fees, such additional amounts paid shall not be allocated to the customers prepaid account but shall either:
   2.1. Be offset against the following months subscription fees; or
   2.2. Be refunded, free of interest to the customer, if at the end of the term of this agreement his subscription fees are fully paid up and all his obligations hereunder have been fully discharged.

3. Each month for the duration of the agreement the customer shall be entitled to carry over to the following month the;
   3.1. Unused portion of airtime value accrued pursuant to any additional recharges he may have performed; plus
   3.2. Any unused portion of the airtime value accrued pursuant to the payment of the subscription fee(s), provided that any such airtime may not exceed the equivalent of 5 (five) times the subscription fees, excluding the current month, or such other period as Vodacom may specify from time to time in its sole discretion.
Number Portability

1. You accept and acknowledge the following

1.1. To collect any messages or any other information stored by the donor network which may be lost when the cellphone number is ported (only applicable to Network port requests);

1.2. That any credit and/or unused usage allowances will be lost when the cellphone number is ported (only applicable to Network port requests);

1.3. That you will not be able to port your cellphone number to a different network operator within 60 days from requested port date (only applicable to Network port requests);

1.4. That all products and/or services provided by the donor network/service provider may not be provided when the cellphone number is ported;

1.5. That you may still be liable in terms of any contract which you may have with the donor network and/or service provider.

Contact us

Important numbers
Customer Care: 082 111
Direct Sales: 082 1950/1955
Direct After Sales Support: 082 1945
Vodacom Repairs: 082 1944
Vodacom Accounts: 082 1946
Upgrades: 082 1959
Netcare: 082 911
Emergency: 082 112
Insurance: 082 1952
Data Support: 082 155