



THE SMALL PRINT

1 Our agreement

- 1.1 **Commencement.** This agreement contains our standard terms and conditions. When you (i) enter your PIN and so request us to activate your SIM on the network; or (ii) open our sealed package; or (iii) use the network other than for emergency calls or calls to our Customer Services department; or (iv) give us authority to debit your nominated bank account; or (v) request a port-in, you will be asking us to give you access to our services and the network on the terms of this agreement. When we accept your request we will connect your SIM to our service and open an account in your name. This will then constitute a binding agreement between us.
- 1.2 **Undertakings.** This agreement will remain in force and we will make our service available to you if you are a customer and you:
- (a) comply with your obligations in terms of this agreement, follow our guidelines and give us the information we ask for;
 - (b) stay within the range of the network or our roaming partners' network;
 - (c) don't breach any laws or regulations applicable to the services or their use;
 - (d) don't use the service (i) unlawfully; or (ii) for an unlawful or abusive purpose; or (iii) to access or send anything unlawful; or (iv) knowingly or carelessly allow any other person to do so. Examples of such unlawful or abusive use include, for example, infringing another person's rights, defaming another person, doing anything which may reasonably be considered to be offensive, abusive, discriminatory, indecent or a nuisance, sending spam, hacking, phishing or transmitting anything which contains viruses or other software, code, programmes or files which may damage any software or equipment;
 - (e) only use the services with the equipment and SIMs we have approved;
 - (f) don't abuse our service, don't use the service in such a way as to interfere with other customers' use of the service or jeopardise the operation of the network or knowingly or carelessly allow any other person to do so; and
 - (g) pay your bills on time,

and unless either of us terminates this agreement as provided for in it.

- 1.3 **Minors.** If you are not yet 18, your parent or guardian will need to assist you in entering into this agreement.
- 1.4 **Deliveries.** If we agree to deliver anything to you, you must accept delivery personally and provide copies of the documentation specified in clause 1.5 below. We may charge you a delivery fee and if you decide to return the package to us, you may be liable for an administrative fee, depending on your reason for returning the package. The administrative fee will be debited from your account and will be in addition to any fee we may charge for usage of the phone.
- 1.5 **Signing and providing documentation.** You will need to sign the Virgin Vitals and return them to us. We also need your ID, proof of address and other documents which the law requires us to collect from you from time to time.
- 1.6 **Information.** You agree to give us such information about you as we may require and you authorise us to make use of this information in order to open your account, credit check you, debit your bank account or credit card, comply with legislation or provide a better service to you. If you are a business customer you will need to give us business info. You warrant that all information provided to us is and remains true and correct.
- 1.7 **Marketing communications.** Unless you tell us otherwise, you agree that we can send you promotional and other marketing material in order to keep you posted on special offers and useful information from the Virgin group of companies. If you change your mind about this, you must let us know and we will immediately stop sending you any further marketing material. We may need to send you other important messages, which are not marketing material, such as information about your account, your charges or the network, if required by law or if necessary for us to provide the services to you, whether we have your consent or not.
- 1.8 **Promotions.** Additional or different terms and conditions may apply when you accept special promotions and offers. These conditions will be available on our website from time to time. We also may make offers exclusively to some customers. You will need to check if you qualify for these offers. We reserve the right to withdraw or alter any promotional offering at any time.
- 1.9 **Language.** You can ask ICASA to provide you with these terms and conditions in another language.

2 Providing service to you

- 2.1 **Availability.** We'll try to make our service available to you at all times, but quality and availability could be affected by factors outside our control, like, for example, the weather, weak signals, use of the services by other customers, the network, network coverage, bandwidth capacity, technology speeds and faults in other networks. The network and our service may also need upgrading, maintenance or other work from time to time which may result in interruptions or unavailability, which we may not be able to do anything about. Where possible, we will advise you in advance of such interruptions or unavailability. We'll take all reasonable steps within our control to ensure that the services are made available to you.
- 2.2 **Coverage.** Please check the coverage availability in your area with us before you use the service. The coverage map is available on our website.
- 2.3 **Phone number.** We will give you the use of a phone number. If obliged by ICASA, we may need to change, withdraw, suspend or re-assign your phone number.
- 2.4 **No reselling.** You may not sell or otherwise make our services and our rates available to others or commercially exploit them in any way.
- 2.5 **Password.** You agree that if we give you a PIN or a password to use on our website or to order any services over your phone or the internet, then if your PIN or password is correctly entered, we can bill you for whatever charges, costs and other expenses are incurred as a result, whether by you or anyone else, and you will be liable to pay them.

3 Charges and payment

- 3.1 **Credit Limits.** We may refuse to provide you with certain premium rate services, international calls, international roaming, or other services; or impose credit limits on those services at any time if you do not qualify.
- 3.2 **Tariffs.** All our tariffs are available on our website or in-store or you can call our Customer Services department for a copy. We update our tariffs from time to time.
- 3.3 **Payment Options.** You can pay the charges (i) in advance, using the Prepay options; or (ii) where we agree, in arrears on the Contract packages, subject to you meeting any conditions we impose from time to time like passing a credit check and agreeing to paying the charges by debit order from any one of your bank accounts, or your credit card, or as we may

agree; or (iii) by recharging-up your Prepay or Contract package at any time with recharge vouchers.

- 3.4 **Recharges and credits.** You can't convert or redeem recharges, credit, any free offerings, unused airtime or unused data on your account to cash, nor can they be applied against any other accounts with us or to other services you receive from us.
- 3.5 **Charging you.** We will charge you once your SIM and the service have been activated on the network. If you are a Prepay customer, we will deduct charges from your Prepay account as you use the services. If you are a Contract customer, you must pay all charges on your account, whether or not they've been incurred by you personally. We cannot reverse any transaction on your account unless we charged you by mistake.
- 3.6 **Minimum monthly commitment.** If you have a Contract package or a TopUp Airtime Only package, you will be charged the minimum monthly commitment each and every month, even if you do not actually spend that amount in that month. International roaming will not count towards your minimum monthly commitment and will be charged separately on your Contract package.
- 3.7 **Debit orders.**
- 3.7.1 You must pay your minimum monthly commitment by debit order from your bank account or your credit card. If you have a monthly debit order on your bank account in our favour, you can buy various value added services. You may select the date of your debit order on the Virgin Vitals. If your debit order fails or is rejected, we may change the date of your debit order.
- 3.7.2 If, for any reason, you make payment of your minimum monthly commitment in cash or via electronic transfer, and not via a debit order, you must make payment in full on or before the 20th of every month. You will also be liable for an R 15 administrative fee on each monthly payment we receive in cash or via electronic transfer.
- 3.8 **Airtime Carried Forward.** You can accumulate a maximum amount of unused airtime of up to 3 months your monthly commitment amount at any point in time.
- 3.9 **Talk limits.** Depending on the package you choose and your credit rating, you'll be allocated a maximum talk limit. Once you reach this talk limit, you will have to recharge or make a payment in order to continue to use the service.

- 3.10 **Payment in full.** You must pay the full amount on your monthly bill. If the charges are not paid in full and on time, we can stop you using some or all of our services. If you think there's a mistake on your bill, please tell us as soon as possible so we can check this.
- 3.11 **Paying an account on your behalf.** Whilst you may ask someone else to pay your account, we will always hold you liable.
- 3.12 **Debt collection.** If you do not pay your account on time you'll be in breach of this agreement and we may suspend your account until such time as all outstanding amounts are paid in full. If you do not fix this breach and make payment of all outstanding amounts within 20 business days of us notifying you that you are in breach, we will immediately cancel this agreement. If you have agreed to pay by debit order, we may also, at our discretion, debit your bank account or credit card with the overdue amount and we will hand your account over to our debt collectors. This will affect your credit rating and you will be liable for all their charges, tracing fees, and legal fees on an attorney and client scale.
- 3.13 **Call records.** If we display call records on our website, the web page and its data will only be for your information and will not be a proper invoice.
- 3.14 **Roaming.** International roaming will be charged for at higher rates based on the rates we are charged by network operators outside SA when they bill us. These network operators may bill us some time after your return – this can be as long as 3 months later! You may only have international roaming if you (a) are a Contract customer; (b) contact Virgin Mobile to apply for international roaming; and (c) qualify for international roaming and we permit you to roam internationally. You may need to pay an activation fee or deposit to us before you can roam, which we will use to set off to your future accounts. Should you wish to apply for international roaming, or should you have any queries relating to international roaming, please contact us on internationalroaming@virginmobile.co.za or contact the Customer Care centre. There are additional terms and conditions which apply to international roaming and you can find these on our website or you can request a copy from Customer Care.
- 3.15 **Tax.** You must pay all taxes, including any VAT applicable to the service, which will be added to your charges.
- 3.16 **Sending messages.** If you send an SMS or MMS, we will charge you when you send that message.
- 3.17 **VAS.** We will charge you for data services according to your rate plan and for content downloads as described in the terms applying to each content download.

- 3.18 **Migration.** You may migrate from Contract to Prepay or the other way around. If you want to migrate from Contract to Prepay, you can request this once a month, which will be effective immediately. You will be required to pay all outstanding charges including but not limited to any amounts outstanding on your phone and/or modem, before the migration can take place. If you migrate from Prepay to Contract, we will need to credit check you. You can request this once a month, which will be effective during the first week of the following month. If you are on a Prepay package any airtime that you have on your old package will be transferred to your new package. Inclusive value linked to your original package will fall away.
- 3.19 **Forced migration.** We can stop you using the Contract option at any time and migrate you to a Prepay option.

4 **Special terms: Prepay accounts**

- 4.1 **Keep talking.** If you choose a Prepay option:
- (a) You will need to purchase a Prepay Starter Pack;
 - (b) you must recharge with airtime to use our services;
 - (c) if you have a R0 balance, others can call you but you won't be able to make any calls or use other services, except to call the Customer Services department on 123 or *102*vouchernumber#" to recharge, 121 for voicemail and emergency services on 112; and
 - (d) an airtime window applies to all recharge vouchers once they are loaded onto your phone or modem. On expiry of the airtime window, you will have to use recharge vouchers to re-activate the service.
- 4.2 **Using recharges.** If you have loaded lots of recharge vouchers, each new one will be activated on the day it was loaded. The voucher with the greatest airtime window will overwrite all other airtime windows and you will have to use all your airtime in that period. We do not accumulate the airtime windows.

5 **Special terms: Contract packages**

- 5.1 **Special services.** Some services may only be available to you if we agree to give you a Contract package - you need to be creditworthy to qualify!
- 5.2 **Credit checks.** If you choose the Contract option you must pass a credit check. If you want to change your service, add services, or increase your credit limit, we may credit check you again. We have the sole discretion to decide whether to grant you a Contract service or not. You consent to a

credit check and to provide us with such information and documents, with your application as required by us.

- 5.3 **Monthly credit limit.** The monthly credit limit we place on your Contract package will apply to all services and will be in an amount we consider appropriate in our sole discretion. We will not be liable if you exceed the credit limit we have set from time to time, but you will be!
- 5.4 **Bills.** We'll usually send you a monthly bill for your use of our services. We may change the billing period at any time. Your bill must be paid on presentation unless we agree otherwise.
- 5.5 **Getting it to you.** You have an option to choose whether you want to receive your bill by email, mobi statement or post.
- 5.6 **Month to Month.** On expiry of the contract term applicable to the Contract package that you selected, the Contract package will continue on a month to month basis until you provide us with written notice that you want to terminate or renew the contract in writing.

6 **Special terms: BlackBerry Internet Service**

BlackBerry Internet Service. The BlackBerry Internet Service allows you to surf the web and send and receive emails from your phone through the blackberry.net APN. If you chose a BlackBerry Contract package, or if you choose a BlackBerry phone on a Prepay option, we may charge you a monthly fee for the use of the Blackberry Internet Service. If you download any data through the internet and not through the Blackberry.net APN, for example audio and video streaming, you will be charged at our normal charges, which charges will be in addition to the Blackberry Internet Service charges. Please see our website for further terms and conditions relating to BlackBerry phones and the Blackberry Internet Service.

7 **Your phone, your SIM and your accessories**

- 7.1 **Buying it.** This clause 7 applies to you when you buy a phone and/or modem from us. You can buy a phone and/or modem as part of your service by making a payment at the point of sale, or in monthly instalments on a phone plan and/or data plan if you are a Contract customer, as set out in clause 8. Each phone you buy in this way must be linked to a MSISDN which we have sold you and which is in use, and has not been suspended or cancelled.
- 7.2 **Warranty.** Subject to the provisions of this agreement, we will honour any warranty provided by the manufacturer of the phone and/or modem you purchased from us for a period of 24 months from the date of purchase provided the phone and/or modem was used and cared for as required by

the manufacturers' guidelines. In the case of phones, this warranty does not cover the battery or accessories which may not have a warranty or may only have a 6-month warranty. All other terms, conditions, warranties and representations are excluded.

- 7.3 **Repairs under warranty.** If a phone and/or modem can be repaired under warranty then we shall fix the phone and/or modem at no charge (otherwise you will have to pay for the repairs). The warranty will not be valid in the case of water damage, ordinary wear and tear and damage resulting from your carelessness and/or abuse.
- 7.4 **Returns** Please contact our Customer Services department should you wish to return your phone or modem.
- 7.5 **Loan phones.** If we are able to loan you a phone or modem, other terms and conditions will apply and we will give you a copy of those at the time you take the phone or modem.
- 7.6 **Blacklist.** If your phone or modem is lost or stolen, you must ask us to "blacklist" it so that it can't be used by someone else, but please contact us immediately as you will remain liable for all costs incurred until we blacklist it. Removing the blacklist may not be possible for technical reasons. Please obtain a police case number before asking us to blacklist the phone or modem.
- 7.7 **SIMS.** Any SIM we provide to you remains our property and must be returned on demand. If you lose the SIM you might be liable to pay a replacement charge. You must keep your SIM safe and only use it to access our service. If your SIM is lost, stolen or damaged, call the Customer Services department or visit your nearest Virgin Mobile store immediately for a replacement SIM. You will be liable for all charges relating to use of your SIM if it has been lost or stolen until you notify us as well as for the cost of its replacement.
- 7.8 **Accessories.** All accessories will be sold to you separately for cash.

8 Purchasing a Phone and/or Modem

- 8.1 **Sale.** If you have applied to purchase a phone and/or modem, available only on specific packages, and you have passed our credit check, we will allow you to pay for a phone and/or modem in instalments.
- 8.2 **Paying in instalments.**
 - 8.2.1 The price for the phone and/or modem will be payable in the number of equal monthly instalments you have chosen, which can be anything from 2 up to 24 months. You must pay the first instalment

with your first bill and the remaining instalments by no later than the due date set out in the bills we send you.

8.2.2 In certain instances, you may be required to make an upfront payment towards your phone and/or modem. The balance of the value of the phone and/or modem will then be payable in equal monthly instalments, which must be paid by no later than the due date set out in the bills we send you.

8.2.3 You may settle your outstanding instalments in full at any time. If you lose your phone or modem or it is stolen, you will still be liable for the outstanding balance.

8.3 **Paying up.** The full outstanding amount owing on your phone and/or modem will immediately become due and payable if: (i) you migrate from Contract to Prepay; or (ii) change from one Contract to another Contract package or (iv) you port-out or (v) you cancel your account with us or (vi) you do not pay an instalment when it's due; or (vii) you breach this agreement in any other way.

8.4 **Risk and ownership.** We will own the phone and/or modem until you have paid for it in full, but you will be liable for the cost of the phone and/or modem from the time you receive it. While we own the phone and/or modem you may not use it except as set out in this agreement and in the guidelines which come with the phone.

8.5 **No conditions.** Your obligation to pay instalments for your phone and/or modem is unconditional. From the time you receive the phone and/or modem you may not refuse to pay an instalment for any reason.

8.6 **Separate agreement.** This clause 8 is separate and divisible from the rest of this agreement.

9 Mobile Number Portability

9.1 Porting in.

9.1.1 If you want to port-in from another network operator and become a Contract customer, you will need to indicate this on the Port me Form when you apply. Once you have applied for a port-in, you have 30 days to port-in.

9.1.2 If we agree that you can port-in we may need to charge you an administration fee.

9.1.3 When you port-in from another network, you will lose all airtime, SMS bundles and other credits that you may have had with that

other network. Furthermore, you may still be subject to certain terms and conditions contained in your contract with the other network.

9.1.4 Once you have ported-in, you will need to re-apply to Virgin Mobile for certain value-added services that you had with the other network, including, for example, itemised billing.

9.2 **Restrictions.** You may not port if (i) any network operator has suspended your service; (ii) your phone number has been disconnected; (iii) you've ported in the last 60 days; (iv) your phone number is already waiting to be ported; (v) you have given incorrect details; (vi) you do not have permission to port; or (vii) the law says you can't. Our MNP guide will give you full details of what is required to port, please ask us for a copy, call the Customer Services Department or visit our website.

9.3 **Port dates.** Technically, porting cannot take place on Sundays or public holidays and can only be activated in the late evening on the port date you request, or the following day.

9.4 **Reversing or cancelling.** You can cancel or reverse a port only in the circumstances described in the MNP guide.

9.5 **Outstanding accounts.** Your final bill will be sent to you when you apply to port-out which will include all instalments outstanding on your phone and charges incurred up to and including the port date. This bill must be settled immediately and in full.

10 V Spot (Content)

Access. You can access our content site if your phone is compatible with the services and at your own risk! You may need to pay for content services over and above your usual charges. The terms and conditions that apply to our website will also apply to our content site.

11 Phone protection

Virgin Mobile may from time to time ask you if you would like to be contacted by a service provider with regards to phone protection. Any phone protection that you subscribe to is governed by the terms and condition of the service provider that you contract with. Virgin Mobile will not be held responsible for any obligations in terms of the phone protection agreement.

12 Call Line Identity

12.1 **Sending CLI.** If you do not bar CLI in respect of calls made from your phone when you make a call, your phone number may be sent automatically to the

called party. When sending an SMS or MMS your phone number or name may be sent automatically and cannot be barred for these messages.

12.2 **Receiving CLI.** If a party calling your phone has not barred their CLI, their phone number may be displayed on your phone.

13 **What is your and what is our liability?**

13.1 **Porting.** We will not be liable to you or any other person for (i) porting your phone number incorrectly in accordance with your request; or (ii) any delays in or failure to implement a request to port; or (iii) any variation of your phone number; or (iv) rights of use in your phone number coming to an end.

13.2 **Third parties.** We aren't liable to you for any goods or services you order from other companies using your phone, and we do not accept liability for any amounts owing by you to any other supplier for their services. You indemnify us against any claims made against us by your other supplier or if you suffer loss because they are not compatible with our service or your phone.

13.3 **Limited liability.** Certain laws can imply warranties or conditions or impose obligations upon us which we can't exclude, restrict or modify at all or which we can only exclude, restrict or modify to a limited extent. If these laws apply, to the extent to which we are able to do so, our liability to you arising from or in connection with this agreement (and subject to clauses 13.1 and 14.2) will be limited at our option: (i) in the case of goods, to repairing or replacing the goods or supplying equivalent goods or, in limited circumstances, refunding you; or (ii) in the case of services, to supplying the services again.

13.4 **Our third party partners.** We depend on third party providers to supply our service. To the extent permitted by law, you agree not to hold third party providers liable for damages, losses, costs or expenses for any consequential, incidental or indirect losses or for any loss of profits, business, income or interest, or in respect of any claims by third parties arising from or in connection with any act, omission, neglect or default of a third party provider, or us where this is a direct result of the third party provider action or omission, neglect or default.

13.5 **Contributory carelessness.** Should you have a claim against us arising from or in connection with this agreement, to the full extent permitted by law, our liability to you in contract, delict (including carelessness), under statute or otherwise, will be reduced by the extent to which you caused or contributed to the loss or damage. We aren't liable to you or any other person for faults or defects in services that are caused by your own conduct or misuse.

13.6 **Exclusions.** In all cases other than under clause 13.5, and to the extent permitted by law we exclude all liability to you or any other person for any costs, loss, expenses, or damage, regardless of the form of action, whether in contract, delict (including carelessness), under statute or otherwise, whether direct, indirect or consequential (including loss of profit, loss of business, or loss of anticipated savings, for example) and whether arising from or in connection with this agreement, including, but not limited to:

- (a) any interruption of or error to the services;
- (b) our failure to perform any obligations as a result of technical problems relating to the network; and/or
- (c) termination of any license or agreement to operate or use the network.

13.7 **Indemnity.** You indemnify us against any loss or damage we may suffer arising from or in connection with your being in breach of your obligations.

14 **Suspending or disconnecting our service**

14.1 **Suspension for network problems.** We may suspend your use of the service or disconnect your SIM and/or modem from the network without warning, if the network needs urgent maintenance, modification or upgrading.

14.2 **Suspension for other reasons.** We may also suspend your use of the services if you (or anyone who uses your SIM or modem) (i) breaches any term of this agreement; or (ii) damages or abuses the network or puts it at risk; or (iii) abuses or threatens our staff; or (iv) provides information that is false or misleading at any time; or (v) are a Prepay customer and have not made a chargeable call or incurred a charge for a service within any 120-day period; or (vi) exceed your credit limit or don't pay a bill when its due; or any other reason required by law or if so directed by any authority.

14.3 **Reconnection charge.** We may charge you a fee to reconnect you to our services, except where clause 14.1 applies.

14.4 **Charges.** Even if we suspend services under this clause 14, you remain liable for all charges due under this agreement throughout the period of suspension where the suspension is due to your fault (including all monthly charges like instalments on your phone plan, regardless of whether or not your SIM has been disconnected from the network) unless we, in our sole discretion, determine otherwise.

14.5 **Emergency calls.** If we suspend our service you can still make calls to emergency services.

14.6 **Your phone number.** If we suspend your use of the service under clause 14.2 or disconnect your SIM from the network, except if clause 14.1 applies, you may lose your phone number.

15 **When our agreement ends**

15.1 **Cancellation for any reason.** Either of us may cancel this agreement at any time for any reason by providing the other party with 20 business days' written notice of cancellation with the required documents for your cancellation to become effective.

15.2 **Cancellation for breach or insolvency.** In addition to clause 15.1, we will also be entitled to cancel this agreement if:

- (a) you breach an important term of this agreement (like clauses 1.2 and 3.7) and you fail to correct that breach within 20 business days notice of receiving a notice from us, notifying you that you have breached the agreement;
- (b) a debit order fails or is rejected or you cancel the debit order without our prior written consent, or you change your banking details without notifying us in writing before you do so;
- (c) your credit card expires and you have not notified us in writing of the new details;
- (d) you become bankrupt, or are provisionally sequestrated, or a liquidator or receiver or any other administrator is appointed to your business or assets, or a petition 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;
- (e) our partner network operator no longer makes the network available to us; and/or
- (f) ICASA orders us to withdraw your phone number.

15.3 **Effect of cancellation.** If this agreement is cancelled, (i) the service will be disconnected from the network; (ii) you won't be able to use the SIM; (iii) you'll forfeit any recharges and unused data; (iv) if you're a Contract customer, all charges outstanding on your Contract rate plan and any remaining instalments you owe on your phone or modem plan will become immediately payable; and/or (v) you may lose your phone number (unless you port-out).

- 15.4 **Rights on cancellation.** Cancellation will not affect any rights which either of us may have accrued up to the date of cancellation. In addition to any other rights we have at law, if you are in breach, we may retain any monies paid by you, stop providing the services and/or take back our phone or modem if you acquired it under a phone or modem plan and have not paid for it in full and/or require that you pay all outstanding amounts in full.
- 15.5 **Proof of amount owed.** You agree that what you owe us will be proven by means of your final bill. You also agree that the bill will be binding on you for the purpose of obtaining judgement against you in a court of law.

16 Your personal information

- 16.1 **Your privacy.** The Virgin Mobile Privacy Policy explains how we'll handle your personal information. You can see and print a copy of the Privacy Policy from our website or have a copy sent to you by calling our Customer Services department. Your personal information will be stored in a secure environment.
- 16.2 **Disclosure.** We may need to disclose your personal information to our service providers such as credit card verification providers, credit bureaus to credit check you, and banks to process transactions; data warehouse and customer relationship management centres; internet service providers (who administer our website and provide internet services and host our facilities); consumer research companies (that assist us with understanding consumer interests by conducting surveys); collection agents (if you have not paid on time), our delivery agents (to get stuff to you) and/or if required by law. We will only share your personal information to the extent required for the performance of our fabulous services, unless you give us authority to disclose it for other reasons or if required by law.
- 16.3 **Password.** You must keep your password and any V PIN we give you confidential. Information in relation to your Contract rate plan and your information hosted on our website will be available to any person who enters your security access info. Let us know immediately if someone steals or misuses your V PIN.
- 16.4 **Recording.** We record all calls to and from Telesales, Retentions, Collections, Outbound Telesales or the Customer Services department for your and our protection.

17 Intellectual property rights

- 17.1 **IP use.** You may not use our information or our intellectual property for any purpose not authorised in writing by us or in any manner which may cause

us loss, whether by way of damage to our reputation, financial loss or otherwise.

17.2 **Our names.** “Virgin Mobile”, “Virgin Mobile South Africa” and the Virgin signature logo are registered trade marks of Virgin Enterprises Limited and are used by us under licence.

18 Queries and disputes

18.1 **Complaints.** If you have a complaint about our service, you can contact us at any time: tell us by writing to us at customer@virginmobile.co.za or call Customer Services on 123 free from your phone or 0741 000 123 at normal charges. We will try to resolve your query or dispute as quickly as possible by escalating it to the appropriate person.

18.2 **Still unhappy?** If we can't resolve your complaint to your satisfaction, you can refer your complaint to ICASA, for attention Consumer Affairs Division, consumer@icasa.org.za or you may contact the National Consumer Commission.

19 Force Majeure

We are not liable for any delay in providing any service; any delay in correcting any fault in any service; 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, 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 General

20.1 **Application.** This agreement applies to all our services. If there is any conflict between the terms and conditions of the Smallprint and any other terms and conditions, the Smallprint will always be the key document to rely on.

20.2 **Changes.** We may change the price of any product or service in terms of this agreement at any time in any way, including by withdrawing any product or service offering. If we do this and the change is material and may affect you, we'll let you know by placing the new version on our website or by sending an electronic message or by other means and within the period permissible at law. If you are unhappy about any change you may terminate this agreement as provided for in clause 15.

20.3 **Website.** If you want to use our website, please make sure that you have accepted the terms and conditions that apply, and you may need to register.

- 20.4 **Representations.** You acknowledge that you enter into this agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or on our behalf not expressly set out in this agreement, or our other terms and conditions. You therefore 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 before it began and from discussions leading to it.
- 20.5 **Transfer.** You cannot transfer (i) a Prepay or Contract account; or (ii) your phone or modem; or (iii) your MSISDN or (iv) your SIM to anyone else without our consent. You may not transfer, cede or assign any of your rights and responsibilities under this agreement, unless we agree. We can transfer, cede or assign any of our rights and obligations at any time.
- 20.6 **Change in address details.** You must visit a Virgin Mobile store or call the Customer Services department straight away about any change in your address or any of the other details you supplied to us to ensure that you are compliant with any requirements by law, or if you are transferring or terminating an account, or to correct any errors in your account or personal information.
- 20.7 **Severability.** If any term of this agreement is invalid or unenforceable, it will be removed but the remainder of this agreement will remain valid and effective.
- 20.8 **Indulgences.** Any concession or extra time we allow you doesn't affect our rights under this agreement.
- 20.9 **Notices.** You choose the personal street address you give us on the Virgin Vitals where you will accept service of all notices and court process from us. All notices sent to you via registered mail will be deemed to have been received by you 4 business days after the date on which they are sent to you. If you expressly request to receive notices by email at an email address chosen by you, we will assume that you received the email at the time of sending. Notwithstanding anything to the contrary, a written notice actually received by you will be adequate written notice.
- 20.10 **Law.** We both agree that this agreement will be interpreted and governed according to the laws of SA, and to the extent that a court has jurisdiction over any matter which becomes a problem between us as a result of or in connection with this agreement, we both consent to the jurisdiction of the Magistrates Court of SA. We agree that this agreement is entered into in Fourways, Johannesburg, at the time when we accept your request to have access to our services.

20.11 **Codes of conduct.** We may in the future belong to industry organisations and subscribe to industry or other codes. You can ask us for information about this if you cannot find these details on our website. Virgin Mobile's own code of conduct can be found on our website and in our stores or you can ask for it at any time. This describes our advertising, billing, collections, privacy, access to information and dispute resolution policies and procedures.

20.12 **RICA.** You acknowledge and agree that in order to use our service, you will have to register with us in terms of RICA and that in certain instances, as prescribed by RICA, we may be required to intercept, block, filter, read, delete, disclose and use communications sent or posted via the network.

21 Definitions

The following words which we use in this agreement have these meanings:

- (a) **"agreement"** means these Virgin Mobile standard terms and conditions (also known as the Small Print) and the application form that you must fill out when you apply to us for the service, or that we fill out for you at your request;
- (b) **"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;
- (c) **"business info"** means the documents and information we ask you for if you are a business or if you represent a business, like an appropriate resolution and proof of the business bank accounts;
- (d) **"charges"** means our charges published by us from time to time in the rate plan or elsewhere, including any charges you must pay us for using our service, for example any charges another supplier passes on to us including international roaming charges, increases, and special or once-off charges like SIM and connection fees to sign you up, or charges to give you account information; and any charges to port you;
- (e) **"CLI"** means caller line identification as we use in clause 12;
- (f) **"collections"** means the collections centre which you can contact on 074 1000 123 at normal charges (or 129 free from your phone);
- (g) **"content"** means those little extras we offer which you can buy every now and then or monthly, like personal reminders, music, news, ring tones, videos, games, text-based chat services, MMS, icons, picture messages and logos, pulse and subscription services, content downloads and data services;

- (h) “**Contract**” means what we say in clause 5 and includes a TopUp Contract. You can choose any of our monthly Contract packages;
- (i) “**credit limit**” means the limit we apply to your Contract rate plan which is based on your creditworthiness;
- (j) “**creditworthy**” or “**creditworthiness**” means that when we credit check you and give you a credit limit in our discretion, it appears to us that you will be able to manage a Contract rate plan and make payments responsibly;
- (k) “**Customer Services department**” means the customer care centre which you can contact on 074 1000 123 at normal charges (or 123 free from your phone);
- (l) “**modem**” means the device which you buy from us and/or which you use to access the internet services;
- (m) “**ICASA**” means the Independent Communications Authority of SA and any subsequent or replacement regulatory body;
- (n) “**ID**” means your green identity document, a temporary ID book issued by Home Affairs, or your South African passport if you are a South African citizen, and your passport if you are not a South African citizen;
- (o) “**intellectual property rights**” or “**intellectual property**” means collectively, the patents, copyrights (and moral rights), trade marks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any other type of intellectual property (whether registered or unregistered including applications for and rights to obtain or use same) which are owned by, licensed to, used and/or held (whether or not currently) by us on or in connection with our website or our services or the network;
- (p) “**international roaming**” means when you use our service, for example, for voice call, data, SMS and/or MMS, on the networks of partner network operators outside SA;
- (q) “**internet services**” means the wireless internet services that we and other third party providers may provide to you;
- (r) “**message**” means an SMS or MMS;
- (s) “**migrate**” means when you ask us and we agree that you can change plans;
- (t) “**minimum monthly commitment**” means the minimum amount you are required to pay each month on our services;
- (u) “**MMS**” means a multimedia communication comprising text and pictures;

- (v) “**MNP**” means mobile number portability which is explained in the detailed brochure you can get from our champs or the Customer Services department;
- (w) “**MSISDN**” is your phone number and stands for Mobile Station Integrated Services Digital Network;
- (x) “**network internet coverage**” means the geographical area in which you can access and use the internet services;
- (y) “**network operator**” means any person licensed by ICASA to operate an electronic communications network using cellular technology, in SA;
- (z) “**network**” is the digital mobile phone network and/or the wireless platform for internet services in SA that allows you to receive or use our service;
- (aa) “**numbering regulations**” means the ICASA numbering plan and numbering regulations published from time to time which is followed by network operators in SA;
- (bb) “**our website**” means www.virginmobile.co.za;
- (cc) “**phone number**” means the phone number you choose or bring with you when you apply for service, or the number we select and issue to you in accordance with the numbering regulations and this agreement;
- (dd) “**phone plan**” means the way we let you pay for a phone in instalments over the number of months you choose;
- (ee) “**phone**” means the phone instrument which you buy from us and/or which you use to access our service;
- (ff) “**port date**” means the day you request us to port-in your number or the day you request another network operator to port you out;
- (gg) “**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;
- (hh) “**port-in**” means when you ask us if you can become a Virgin Mobile customer and bring your phone number with you; and “**port-out**” means when you leave us and take your phone number with you;
- (ii) “**Prepay**” means what we say in clause 4”;
- (jj) “**Proof of address**” means a document that shows your name and home address, such as a bank statement, municipal rates, phone or retail account (not older than 3 months), TV or car licence, current lease agreement, rental

or credit agreement, or an insurance policy, or, if you have none of these and you live in an informal settlement, a letter or affidavit;

- (kk) “**rate plan**” means the type of rate plan or package you choose. Our rate plans are published on our website and can be found in store;
- (ll) “**recharge**” means buy and load a recharge voucher to access our services, or make a payment to us;
- (mm) “**recharge voucher**” means recharge vouchers, payment made to recharge by debit order, recharges by ATM or internet banking and credit card payments;
- (nn) “**retentions**” means our retentions centre which you can contact on 074 1000 123 at normal charges (or 126 free from your phone);
- (oo) “**RICA**” means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2000, as amended.
- (pp) “**SA**” means the Republic of South Africa;
- (qq) “**security access info**” means your password, ID number, security questions and V PIN;
- (rr) “**service**” means the digital electronic communications service, internet services and other electronic communications services we and other third party providers provide to you over the network, and depending on your payment method, may include accessories, phones, itemised billing, VAS; content and recharges;
- (ss) “**SIM**” means the SIM card or Subscriber Identity Module card containing your phone number and which is programmed to allow you access to our service over the network;
- (tt) “**Smallprint**” means this agreement;
- (uu) “**SMS**” means a short message service or text communication;
- (vv) “**talk limit**” means the monthly limit which you choose or is provided to you in terms of your chosen package, to control your spending, which must be less than your credit limit and greater than or equal to your minimum monthly commitment;
- (ww) “**Telesales**” means the customer contact centre for signing you up through our telesales which you can contact on 0860 000 181 or 0741 000 181;

- (xx) “**TopUp Contract**” means what we say in clause 5 and means that you will make a monthly commitment to us and that you will be billed in arrears. Once you have utilised your monthly airtime, you must recharge in order to use our services;
- (yy) “**TopUp Airtime Only**” means what we say in clause 4 and means that you make a monthly airtime commitment to us and that you are billed in advance. Once you have utilised your monthly airtime, you must recharge in order to use our services;
- (zz) “**unused data**” means data that you acquire through the data price plan or package which you do not use by the end of the month, which may either be forfeited at the end of the month or carried over to the next month, depending on your chosen package;
- (aaa) “**Virgin Enterprises Limited**” means Virgin Enterprises Limited, company number 01073929, a company incorporated in England whose registered office is at The School House, 50 Brook Green, London W6 7RR.
- (bbb) “**V PIN**” means the unique pass code you must get from us to gain access to the Customer Services department and your account on our website, credit card recharges amongst other services;
- (ccc) “**V Spot**” means the content we may offer on our website and wap site for you to download from time to time;
- (ddd) “**VAS**” means value-added services – those little extras we offer which you can buy every now and then or monthly, like phone protection, itemised billing and subscription services;
- (eee) “**VAT**” means value-added tax, as envisaged in the Value Added Tax Act, 89 of 1991, as amended.
- (fff) “**Virgin Vitals**” is our summary of your key personal information as it will appear on your account, and this may include information about your phone, modem and SIM;
- (ggg) “**we**”, “**us**” and “**our**” means Virgin Mobile South Africa (Proprietary) Limited (2004/005291/07), its affiliates, subsidiaries or its successors-in-title, with our principal place of business at Upper Level, Cedar Square, Corner Cedar Lane and Willow Avenue, Fourways, 2055, SA or the address available on our website, should this address change at any time; and
- (hhh) “**you**” and/or “**your**” means you the customer who applies for and receives our service.