

## **Clientèle Mobile Terms and Conditions**

### **Definitions**

“**Network**” means the mobile electronic communications platform utilised by Clientèle Mobile to give you access to the Services;

“**Service(s)**” means the mobile electronic communications service that we offer to you in terms of these T’s and C’s;

“**SIM Card**” means the Subscriber Identity Module (“SIM”) Card that will allow you to access our Services via your relevant mobile device;

“**T’s and C’s**” means the terms and conditions contained in this document which governs our Service offering to you;

“**You**” / “**Your**” means a client who makes use of the Services; and

“**We**” / “**Us**” / “**Our**” means Clientèle Mobile (Proprietary) Limited, with registration number 2007/026058/07, a duly authorised mobile telecommunications re-seller and distributor.

### **Introduction**

These T’s and C’s constitute the terms and conditions under which the Services are offered to you.

We reserve the right to amend these T’s and C’s at any time in our sole discretion and by way of updating the same on our website located at [www.clientele.co.za](http://www.clientele.co.za).

You expressly acknowledge that it remains your sole duty to keep abreast with the latest version of these T’s and C’s which can at all times be found at [www.clientele.co.za](http://www.clientele.co.za).

### **Getting started: SIM Card Activation and Registration**

SIM Cards must be purchased and fully paid for before being eligible for activation.

SIM Cards may only be purchased via the Clientèle mobile application (“the App”), alternatively via a duly authorised Clientèle Mobile SIM Card distribution agent (“an Agent”).

All SIM Cards must be collected by you in person from a relevant Agent (i.e. no SIM Card may be collected or registered by another person on your behalf).

Orders for SIM Cards will expire if not collected by you (i) within three months from having been pre-paid for via the App, alternatively (ii) within one month from having been ordered via the App but not yet paid for. No refunds for SIM Card orders will become due to you in instances where a SIM Card order has expired due to your non-collection thereof within the stipulated time period(s).

Before activating your SIM Card, an Agent will first need to physically verify your identity and proof of address by way of you having provided him/her with such documentation as listed for this purpose (i.e. RICA’ing) on the App.

Once your SIM Card has been RICA'd you may insert it into your mobile device and follow the Network prompts to receive your mobile number and get connected to our Service. Please note that SIM Cards can take up to 24 hours to activate after having been successfully RICA'd.

You may not cede, sell or transfer your SIM Card to any third party.

We will replace any faulty or defective SIM Card within 6 months from the issuing thereof in the event that we, in our sole discretion, conclude that the said defect is as a result of a manufacturer fault or defect. Any active data/airtime on such defective SIM Card will be transferred to the replacement SIM Card.

### **Our Services**

We cannot guarantee that our Services will at all times be free from interruptions or delays and do not accept liability for any such occurrences.

All data and airtime prices shall be listed on the App and we reserve the right to update or amend such prices, in our sole discretion, from time to time.

We are under no obligation to provide you with any statement and/or accounts for the usage of our Services in any manner or form.

### **Service Suspension and Termination**

We reserve the right to, without prior notice, suspend or disconnect your SIM Card at any time in the event that:

- you have not recharged your SIM Card with (in a single purchase, or the sum of multiple purchases) either airtime and/or data to the value of at least R50, over a 60 day period;
- we are so directed by any relevant regulatory authority;
- you utilise the SIM Card and/or our Services in any manner which is contrary to these T's and C's or any relevant law; or
- our agreement with the applicable third party Network operator is cancelled or terminated for any reason whatsoever.

In the event of your SIM Card being suspended or deactivated as stated above you will automatically forfeit all unused airtime or data.

### **SIM Card swop**

You may request a SIM Card swop if your original SIM Card gets lost, stolen or damaged by way of contacting our customer service centre on 087 825 1155 or 135 from your Clientèle Mobile number. In this regard you may be required to provide us with the details of your original SIM Card and we reserve the right to charge you an additional fee (as we may determine from time to time) to perform a SIM Card swop.

### **SIM Card Number Porting**

We do not offer a number porting facility.

### **Device Compatibility**

You acknowledge that all our Services are App-based and your relevant mobile device will therefore need to be WAP enabled.

If you are unsure as to whether or not your mobile device can download relevant content and/or is WAP enabled, you may contact our customer service centre on 087 825 1155 for assistance in this regard.

### **Queries and Disputes**

If you have any query, dispute or complaint about our Services or the Network please contact our customer service centre on 087 825 1155.

### **Airtime and Data**

Airtime and data can only be purchased via the App.

All airtime or data purchase and usage rates will be listed on the App and/or our website ([www.clientele.co.za](http://www.clientele.co.za)) and may be updated or amended at our sole discretion from time to time.

Airtime or data balance enquires can be done via the App or via USSD \*140#.

Subject to due disclosure to you prior to concluding any relevant transaction, we reserve the right to levy an administration charge for each airtime- or data purchase transaction concluded by you via the App.

Data bundles are only valid for 30 days from the time of purchase. Upon expiration of the 30 day period, all unused data will be forfeited and there shall be no rollover of unused data to subsequent time periods.

Out-of-bundle data rates will be charged upon the expiry or depletion of relevant data bundles and at such rates as we may determine from time to time.

There is a R1,000 total transaction limit per mobile number, per day.

Clientèle Mobile airtime cannot be converted into data.

Clientèle Mobile shall not refund any amount in respect of airtime or data purchased for the incorrect mobile number.

### **International Roaming**

International roaming is not available

Only International dialling, sms and mms will be available outside of the borders of South Africa

By making telephone calls to international numbers, you agree to being charged increased airtime rates, sms and mms will be charged as per international rates (the details of which may be obtained from our customer services centre on 087 825 1155).

### **Indemnity and waiver**

Unless provided to the contrary in terms of any relevant law, you indemnify us against any loss or damage, of whatsoever nature, which you or any third party may suffer as a result of our Service and/or an interruption or delay therein whether or not the same was caused by any act, omission, neglect or default on our part or any third party provider.

### **Disclosure of Information**

You consent that we may, to the extent permitted by applicable law, disclose *inter alia* your personal information, documents, and detailed call records to:

- any relevant regulatory body or law enforcement agency; and
- any credit providers, credit bureaus or credit reporting agencies.

You further consent that, subject to relevant legislation, we may disclose your personal information to any company forming part of the Clientèle Group of Companies for marketing purposes.

### **Non-insurance Offering**

You acknowledge that our Services are not sold or offered as part of an insurance policy underwritten by Clientèle Life Assurance Company Limited or Clientèle General Insurance Limited nor on condition that you take out any such insurance policy.

### **Specials and Limited Offerings**

We reserve the right to, from time to time, introduce and/or offer additional Services-related specials or limited offerings that may be subject to additional terms and conditions.

### **Launch Special**

#### **Clientèle Mobile Founder Members**

The first 10,000 clients to purchase a SIM Card will be classified as Founder Members and will be eligible for a 15% discount off the rate card (as published on [www.clientele.co.za](http://www.clientele.co.za)) for all future data purchases and 25% discount off the rate card (as published on [www.clientele.co.za](http://www.clientele.co.za)) for all future airtime purchases as amended from time to time.

Only SIM Card purchases up to 30 November 2019 qualify for classification as Founder Members, regardless of whether the 10,000 number is reached.

Clients will receive Founder Member discounts on 1(one) mobile number only.

Founder Member discounts are only applicable on active SIM Cards

If a SIM Card becomes inactive due to non-usage (in accordance with the terms and conditions contained on [www.clientele.co.za](http://www.clientele.co.za)), the Founder Member status will be forfeited. Any subsequent SIM Card activated by the same person will not have Founder Member status attached thereto.

Clientèle Rewards members will receive discounts according to their Rewards plan. The Founder Member discount will not be an additional discount over and above any discount available to Clientèle Rewards members.

The benefit is not applicable to any staff employed within the Clientèle Group.