

Product Specific Terms and Conditions: MTN Post Paid Data Packages

Product Rules	Product: MTN Post-Paid data bundle		
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Equipment

Description	Applicable	Ownership of hardware
Hardware option on packages	Yes	Customer will own hardware after 24 months

Description	Applicable	Term	Condition
Warranty applicable	Yes	1 year	Carry-in warranty

Description	Applicable	Handset Software
Software included	Yes	Hardware device operating system

Description	Applicable
Insurance	Customer responsible for insurance on hardware

Billing

Description	Applicable	Description
Existing @lantic Product required	No	New package

Description	Applicable	Documentation
Credit Vetting	Yes	Copy of ID, Payslip not older than 3 months

Description	Applicable	Documentation
RICA Compliance	Yes	Copy of ID, Proof of Physical address

Description	Applicable
Deposit required	No

Description	Term
Contract Term	24 Months

Description	Applicable	Description
Pro-rated billing will apply	Yes	*In month of activation

Description	Applicable	Amount
Once-off activation fee	Yes	*R175.00 (incl. VAT)

Description	Applicable
Billing increments	Per MB

Description	Applicable
Data carry-over	Yes

Description	Applicable
International Roaming applicable	Yes

Migrations and Cancellations

Description	Applicable
Upward Migration within contract	N/A

Description	Applicable
Downward Migration within contract	N/A

Description	Applicable	Penalty applicable	Other
Early Cancellation	Yes	Penalty	*Subscriber will be charged 3 x standard monthly subscription and liable for the full hardware cost

Description	Term	Last day of notification
Cancellation Notification period	20 Business days	by the 25th of each month

Description	Action	Content
Out of bundle usage after cancellation	Customer to be billed	All usage

Description	Period
Subscription billing	Monthly in advance

Description	Period	Method
Usage billing	Monthly in arrears	Added to account

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Description	Type	Payment date
Payment method	Debit order	1st day of each month
Description	Action	
No payment received	Service suspended	

Product Specific terms and Conditions

- Please refer to the @lantic General Terms and Conditions
- RICA means the Regulation of Interception of Communication Act
- Transmitted (uploads) and received data (downloads) will deplete the subscribers cap. The subscriber will be liable for all traffic generated on the account. This will include data consumed due to spam, viruses etc.
- Data Cap means the amount of data allocated as part of the package subscription (ex. 1GB is allocated on the package and once the 1 GB is depleted additional data would need to be purchased in the form of a Cell C pre-paid voucher)
- In-Bundle means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.
- Out of bundle means the data that is being used after the in bundle data has been depleted
- **Kbps** means kilobits per second
- **Mbps** means Megabits per second
- Local-only Data means the type of data (or bandwidth) that only allows you access to South African locally hosted websites and content
- International Data means accessing content from websites which are hosted outside the border of South Africa
- **MB** means Megabyte
- Customers will be billed for the volume of data sent and received.
- Data transfer speeds are not guaranteed and are dependent on network coverage, availability and utilisation.
- Application form shall mean the application completed by the Subscriber when subscribing to the Service
- Agreement means the Application Form together with the Terms and Conditions applicable to the Service as amended from time to time
- **Activation Dates** means the date of the activation of the service by @lantic

Duration

1.1 The Internet Services shall commence on the date of activation of the Internet Services by MTN and shall continue for either:

1.1.1 In the case of a price plan, 24(twenty four months);

1.1.2 In the case of a contract, on a month to month basis; or

1.1.3 In the case of a data bundle on a month to Month Basis.

1.2 In terms of clause 4.1.1 above, the subscriber is not entitled to terminate the Agreement prior to the expiry of the 24(twenty-four) month period ("the Initial Period"). In the event that the subscriber elects to terminate the agreement prior to the expiry of the Initial Period, the subscriber shall be required to pay a penalty in this regard, calculated as follows:

1.3 Upon expiry of the Initial Period and in the event that the subscriber has not provided MTN with written notice of its intention to terminate the agreement, MTN shall continue to provide the internet Services to the subscriber indefinitely and on the same terms and conditions as contained herein unless otherwise communicated by MTN in writing. Notwithstanding the provisions of this clause the subscriber either party shall be entitled to terminate the Internet Services in terms of clause 4.1 above.

1.4 In terms of clause 1.1.2 and clause 1.1.3, the subscriber may terminate the internet Services by providing the MTN with 1(one) calendar month's written notice of its intention to do so;

1.6 Upon expiry of the Initial Period and in the event that the subscriber has not provided MTN with written notice that it does not seek to terminate the Agreement MTN shall continue to provide the internet Services to the subscriber indefinitely and on the same terms and conditions as contained herein unless otherwise communicated by MTN in writing.

1.7 Upon expiry of the Initial Period and in the event that neither party had provided the notice referred to in clause 1.1 above, MTN shall continue to provide the internet Services to the subscriber indefinitely and on the same terms and conditions as contained herein unless otherwise communicated by MTN in writing. Notwithstanding the provisions of this clause either party shall be entitled to terminate the Internet Services in terms of clause 4.1 above.

1.8 Notwithstanding any other provision contained in this Agreement, MTN shall be entitled to cancel this agreement if its chooses to do so immediately on written notice to you.

2. Subscription Fees

2.1 The subscriber shall be required to remunerate MTN the subscription fee amounts as contained in the subscriber agreement application The subscription fee is subject to change from time to time.

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2.2 Notwithstanding the provisions of clause 9, in the event of non-payment by the subscriber, MTN reserves the right to suspend the subscriber's access to the Internet Services and the subscriber shall still be required to pay the subscription fee during such suspension.

2.3 Subscribers can access MTN self service wherein they can purchase data bundles and check their data balance enquiries, by calling calling 141 or dialling *141*6# or visiting <http://www.mtn.co.za/selfservice>. Please be advised that the self service may at certain times be unavailable or may not always reflect the most up-to-date amounts owed.

3. Internet Services

3.1 Subject to the provisions of clause 9 below, MTN shall use its reasonable endeavours to ensure that the Internet Services are made available to the subscriber for the duration stipulated in the Application Form.

4. Subscriber Obligations:

4.1 The subscriber acknowledges and agrees that:

4.1.1 Equipment is required to access and use the Internet Service and such Equipment is subject to separate terms and conditions;

4.1.2 Any Unused Data shall accrue to the following month and shall thereafter expire if not utilised within the following month. It is specifically agreed that should the subscriber not have made use of the Unused Data that he or she shall not be entitled to any credit and/or refund for the Unused Data in any manner or in any circumstances whatsoever.

4.1.3 It shall not use the Internet Service for any unlawful, abusive or any other purpose including, without limited to using the Internet Service in any way that:

4.1.4 it shall not use the Internet Service to infringe the intellectual property rights or other proprietary rights of MTN and/or any third party or to post or transmit anything which contains viruses or any other destructive features, regardless of whether or not damage is intended

4.1.5 it will only use the Internet Services for purposes that are lawful and for which it was designed and will not use the Internet Services, directly or indirectly, in a way that:

4.1.5.1 interferes with MTN's ability to provide the Internet Service or any other service to the public;

4.1.5.2 interferes with the quality and/or availability of the Network and/or

4.1.5.3 infringes upon any applicable legislation and/or regulation including without limitation the Electronic Communications Act;

4.1.5.4 is harmful, obscene, discriminatory, defamatory or illegal;

4.1.5.5 constitutes hate speech, incitement to commit criminal acts, or invasion of privacy; infringes copyright or other intellectual property rights; spreads viruses or other computer or communications software, code, programs or files that impede or destroy the functionality of any computer or communications software or equipment;

4.1.5.6 interferes with any third party's use of the Internet Services;

4.1.5.7 transmits unsolicited bulk messages ("spam");

4.1.5.8 unlawfully obtain information about or from third parties;

4.1.5.9 otherwise breaches the terms or this Agreement; or

4.1.5.10 in MTN's sole discretion constitutes abuse of the Internet Services or of the Network.

4.1.6 acknowledge it may change its Internet Limit on 30(thirty) calendar days written notice to MTN;

4.1.7 if necessary it shall obtain any approval or authority imposed by a competent authority or body (including without limitation body corporate, provincial and local municipalities) relating to the installation of the Equipment, the supply of the Internet Services to the subscriber at his/her address, and matters related thereto. In this regard, the subscriber shall indemnify MTN against any claims, damages or liabilities instituted against, suffered or incurred by MTN arising from your failure to obtain such approvals and authorities.

4.1.8 MTN shall not be liable to the subscriber or to any third party for any modification, suspension or discontinuation of the Internet Services.

5. Suspension and Disconnection of the Internet Services:

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5.1 MTN reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Internet Services with or without notice to the subscriber. Without limiting the generality of the foregoing MTN may from time to time and without notice to the subscriber, suspend and/or disconnect the Internet Services, in any one of the following circumstances:

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

5.1.2 if the subscriber fails to comply with any provision as contained in these terms and conditions;

5.1.3 if so directed by the Authority;

5.1.4 if the subscriber breaches any term of this Agreement, then without prejudice to MTN's other rights in terms of these terms and conditions or at law, MTN may forthwith and without notice to the subscriber, terminate this Agreement or call for specific performance of the subscriber's obligations and immediate payment of all sums owing by the subscriber to it. The subscriber shall pay to MTN all charges for access to the Network in respect of the unexpired portion of the Initial Period. The payment of such charges shall be accelerated and same shall become immediately due and payable upon termination of the Agreement.

5.1.5 if the Internet Service is used in a way that MTN in its sole discretion deems unacceptable and /or violates any of MTN's rules or policies. MTN may take any responsive actions it deems appropriate and such actions may include without limitation, temporary or permanent filtering of internet transmissions, and/or the immediate limitation, restriction, suspension or termination of all or any portion of the Branded Services.

6. DISCLAIMER OF WARRANTIES

6.1 MTN does not provide any warranties, representations or guarantees whatsoever that the Internet Services will be available, accurate, continuous, complete, correct, error-free, secure, up-to-date and/or reliable at all times. The Subscriber therefore acknowledges and agrees that the Internet Services is rendered on an "as is" and on an "as available" basis and that it is limited by the Network, Network Coverage and the provisions of clause 9.2 below. The subscriber acknowledges and agrees that the Internet Services is used at its own discretion and risk.

6.2 The subscriber acknowledges that the following circumstances and/or events may impact upon its use of the Internet Services and/or the quality and coverage availability of the Internet Services, namely:

6.2.1 local physical obstructions

6.2.2 time of day;

6.2.3 atmospheric conditions

6.2.4 other causes of radio interference

6.2.5 the features or functionality of Equipment;

6.2.6 use of the Internet Services by other customers;

6.2.7 the Network;

6.2.8 the Network Coverage;

6.2.9 limitations upon national and/or international bandwidth capacity;

6.2.10 mobile telecommunication service operator failures;

6.2.11 Network failures or Enhancements;

6.2.12 operating systems;

6.2.13 coverage mapping technologies used by third parties;

6.2.14 access technology failures;

6.2.15 technology speeds;

6.2.16 quality of service of telecommunication links or lines and/or;

6.2.17 quality wireless telecommunications links;

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6.2.18 any action, omission and/or failure by the subscriber and/or the subscriber's systems, software, network and/or equipment which has an impact on the Internet Services; and/or

6.2.19 any other action, omission and/or failure not within MTN's control which has an impact on the Internet Services

6.3 MTN does not represent, warrant or guarantee or assume any responsibility for the quality of the Internet Services or of the signals or the data transmitted as part of the Service and shall not be liable for any loss, cost, claim, damage or expense which may be caused by weak signals and/or data lost.

7. LIMITATION OF LIABILITY

7.1 MTN shall not be liable to the subscriber or any third party for and the subscriber indemnifies and holds MTN and its affiliate companies, agents, employees, directors, shareholders, subsidiaries, holding companies and/or consultants (together referred to "MTN associates") harmless against any loss, damage, costs, expense or injury, including without limitation direct, indirect, incidental, special, punitive or consequential loss, loss of profit loss of anticipated savings, loss of goodwill, loss of revenue, loss of customers or clients caused or arising in any manner whatsoever including (without limitation) any damages suffered by the subscriber due to:-

7.1.1 any interruption of or error in the Internet Service; or

7.1.2 MTN's failure to fulfil its obligations as a result of a third party service provider's neglect, failure or refusal to make, or to continue to make, the services available to MTN including but not limited to act of default of any supplier, agent or sub-contractor.

7.1.3 MTN's failure to perform any obligations as a result of technical problems relating to the Network,

7.1.4 termination of any license to operate or use the Network,

7.1.5 any restrictions or prohibitions or other act or omission of the Authority.

7.1.6 MTN's failure to fulfil its obligations as a result of force majeure. For purposes of this clause "force majeure" means any circumstances beyond reasonable control, including without limitation, an act of God, of public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, blockade, embargo, sanctions, epidemics, act of any government or other authority, compliance with government orders, demands or regulations, or any act or omission on the part of a third party service providers.

8. GENERAL

8.1 The subscriber consents to the jurisdiction of the Magistrate's Court in terms of Section 45 of the Magistrate's Court Act (Act 32 of 1944), as amended. Notwithstanding this MTN is entitled to institute action in any Court of law.

8.2 The physical address stipulated in the Application Form shall be the subscriber's domicilium citandi et executandi or as advised in writing from time to time. The subscriber undertakes to notify MTN in writing within 2 (two) calendar days of any change of address.

8.3 The subscriber shall not be entitled to withhold any payment or set off or reduce any payment by reason of any claim which the Subscriber may have or aver to have against MTN.

8.4 The subscriber shall not cede, assign, transfer, encumber or delegate any of his/her rights or obligations in terms of this Agreement to any third party without the prior written consent of MTN.

8.5 MTN reserves the right, in its sole discretion, to vary the terms and conditions of this Agreement. MTN may elect, in its sole discretion, to notify the subscriber of such variation in writing or to publish such variation at its principal place of business, or on the MTN Website.

8.6 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 this Agreement.

8.7 In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this Agreement which shall nevertheless be binding and enforceable.

8.8 The subscriber agrees that he or she has read, understood and agrees to be bound by these terms and conditions or such other terms and conditions as communicated from MTN from time to time. .

8.9 The subscriber acknowledges that MTN may under the circumstances as prescribed in the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 200 ("RICA") be required to intercept, block, filter, read, delete, disclose and use communications sent or posted via MTN's network.

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