



1 Definitions

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

2 Entering into this Agreement

- 2.1 This Agreement records the terms and conditions of the supply of our Services to you. We have defined some of the words which have particular meanings in clause 0 of this Agreement.
- 2.2 Please ask our representative to explain to you any clauses or definitions you do not understand. If you elect not to do this, we will assume that you have no trouble in understanding this Agreement.
- 2.3 By Opening the Package delivered to you and/or purchased by you, you will be requesting us to give you access to our Services on the terms of this Agreement. If and when we accept your request, we will connect your SIM to our Services. Our acceptance in this way will result in a binding agreement between us.

3 Duration and Renewal

- 3.1 This Agreement will start when we connect your SIM to our Services and it will then run for the Contract Period.
- 3.2 If it is not renewed when the Contract Period runs out, then this Agreement will continue indefinitely, but may be cancelled by you or by us by giving one calendar month's written notice.
- 3.3 If you renew this Agreement then this Agreement will run for the duration of the Renewal Period in question.
- 3.4 When the Renewal Period expires then, unless you have renewed again, the renewed Agreement will continue indefinitely, but may be cancelled by you or by us by giving one calendar month's written notice.
- 3.5 We will remind you when the Contract Period or any Renewal Period is close to expiring. We will do this between 40 – 80 Business Days' before the expiry and we will tell you exactly when it will expire, any changes that will apply and your rights pertaining to ending this Agreement or extending it.
- 3.6 From time to time we may make available to our customers the ability to upgrade their mobile devices and/or their airtime packages. If and when we do this, and provided that you qualify for an upgrade, we will enter into a new Agreement with you to implement your upgrade.
- 3.7 Delivery of the Products to You. You must accept delivery of any Products yourself and provide copies of the documentation that we request, including a copy of your ID and Proof of Address. We may charge you a delivery fee.
- 3.8 Please contact Customer Services should you wish to return your Mobile Device. Additional terms and conditions apply to the return of Mobile devices and you may be liable for a fee.
- 3.9 Any SIM that we provide to you is our property and must be returned on demand. If your SIM is lost, stolen or damaged, you must immediately block the SIM Card and/or request a replacement SIM. You may have to pay a replacement fee. You will be liable for all charges relating to use of your SIM if it has been lost or stolen until the time that you notify us that you have lost the SIM or that it has been stolen.

4 MRP Mobile Tab

- 4.1 We will make available to you all of the latest available mobile devices and you will be able to acquire one of these devices as specified in your Package.
- 4.2 The purchase price of the device will reflect as an outstanding balance on your TAB.
- 4.3 You will be liable for the cost of the Mobile Device from the time you receive it. Contract Customers will pay for their Mobile devices in equal monthly Mobile Device Repayments over their contract period. This repayment forms part of your monthly subscription.
- 4.4 Your TAB balance will reduce every month accordingly until the full amount is settled. At this point of time, you will be eligible for a renewal and to acquire a new device, provided you comply with the general business rules related to contract renewals.
- 4.5 Your obligation to pay your Mobile Device Repayments is unconditional and from the time you receive the Mobile Device, you may not refuse to pay a Mobile Device Repayment for any reason. You still remain liable for your outstanding TAB balance should you lose your Mobile Device or it is stolen.
- 4.6 The full outstanding amount owing on your TAB plus an early termination fee will immediately become due and payable if: you migrate from Contract to Prepaid; you change from one Contract to another Contract; you Port-out; you fail to make a Mobile Device Repayment when it's due; or you breach this Agreement in any other way.

5 Permission to Market

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

6 Your account with us

- 6.1 You will be required to pay the fixed monthly subscription as has been agreed to by you during the course of the telephone conversation between you and us which gave rise to this Agreement.
- 6.2 The Package you have chosen will provide to you the pre-determined In-Bundle Airtime as per your package. When you have exhausted your In-Bundle Airtime, you can continue to enjoy our Services by using your allocated bill limit.
- 6.3 Your bill limit is not guaranteed and should you exceed your allocated bill limit, you will still be liable for the full amount due based on your usage. You accept that we cannot guarantee to implement the Monthly Usage Limit and you remain responsible to pay for all Usage Charges spent on your SIM Card over and above the Monthly Usage Limit regardless whether or not we implement the Monthly Usage Limit.
- 6.4 Your monthly In-Bundle Airtime will expire after 60 days of the first day of the month in which Airtime is allocated to you each month.

7 Our Services

- 7.1 We will take all reasonable steps within our control to provide to you our Services in terms of this Agreement.
- 7.2 Our Services are only available within the range of base stations that make up the Network.
- 7.3 We cannot always guarantee a fault-free Service. The quality and availability can be affected by factors outside of our control, including, amongst other things, the weather, local physical obstructions, other causes of radio interference, weak signal, features and functionality of your particular Device, extraordinary use of the Services by other customers, and faults in infrastructure provided to us.
- 7.4 The upgrading, maintenance or other work from time to time on the Network may result in interruptions or unavailability of our Services. Where possible, we will advise you of this in advance.

8 Charges

- 8.1 We will charge you for telephone calls you make, SMS's and MMS's you send, data you access and content you download at the rates which will be available to you. We will also charge you for connection fees and the other chargeable items as has been agreed to by you during the course of the telephone conversation between you and us which gave rise to this Agreement.
- 8.2 You must pay all taxes, including VAT associated with the Services and Device which we provide to you.
- 8.3 The fixed monthly subscription applicable to Packages is charged each month regardless of whether you utilise the Services.

9 Payment of Charges

- 9.1 Charges applicable to your In-Bundle Airtime are payable monthly in advance.
- 9.2 Out-of-Bundle Airtime usage which will be billed for and paid in arrears.



- 9.3 The use by you of the bill limit (if applicable) must be paid monthly in arrears.
- 9.4 We will send to you a monthly invoice upon which will be recorded, amongst other pertinent data, the monthly subscription applicable to your In-Bundle Airtime, the amount payable by you by reason of your use of your credit facility (if applicable), and the amount of your Tab.
- 9.5 The invoice is payable immediately.
- 9.6 You have 30 calendar days from the date of each invoice that we issue to you to query any amount or detail on that invoice. If you do not raise the query within 30 calendar days then it is assumed you accept the invoice as correct.

10 Payment by debit orders

- 10.1 You shall pay all amounts due under this Agreement by way of a monthly debit order, which debit order cannot be cancelled without our prior written consent. Your debit order will go off on the agreed upon day of each month.
- 10.2 If the date of your debit order falls on a Sunday or public holiday, your debit order will go off on the last business day before the Sunday or public holiday.
- 10.3 If there are insufficient funds in your bank account to meet the amount due, you hereby authorize us to track your bank account and re-present the debit order instruction for payment as soon as sufficient funds are available in your account.
- 10.4 Should you decide not to pay by debit order, an administration fee will be charged.

11 NAEDO Clause

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

12 Changes in price

- 12.1 We may change the prices which you pay for Services at any time, but the change will, during the Contract Period, be limited to 25% in the case of a change constituting an increase.
- 12.2 If we change our prices, we will give you at least 60 days' notice.

13 Failure to pay your account

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

14 Breach

- 14.1 In the event that you breach a provision of this Agreement and remain in breach after 20 days' notice to remedy the breach, we have the right to:
 - 14.1.1 enforce this Agreement; and/or
 - 14.1.2 terminate this Agreement; and in either case
 - 14.1.3 claim from you damages which we suffer.
 - 14.1.4 In the event that we must launch legal proceedings against you as a result of your breach, you will be liable for the charges including tracing agent fees and legal fees on an attorney and client scale.

15 Downward Migration and Upward Migration

- 15.1 Upon the expiry of 6 months following the commencement of the Contract Period, you may downward migrate from your Package to a less costly Package. If you decide to do this, then you must give us at least 1 calendar months' notice in writing.

- 15.2 The result of a downward migration is that you will be charged a lower price for your In-Bundle Airtime (which will be reduced or limited accordingly), but you will still be required to pay the Tab applicable to the original contract until it is paid up in full.

- 15.3 Downward migrations will be limited to the Packages which we offer from time to time but you will not be able to downward migrate from a Package which is at the time the least costly or which offers the least In-Bundle Airtime.

- 15.4 You may downward migrate twice during the Contract Period, and never within 6 months of a previous downward migration.

- 15.5 At any stage following the commencement of the Contract Period, you may (subject to your creditworthiness) upward migrate from your Package to a more costly Package. If you decide to do this, then you must give us at least one calendar months' notice in writing.

- 15.6 The result of an upward migration is that you will be charged a higher price for your In-Bundle Airtime (which will be increased accordingly), but you will still be required to pay the Tab applicable to the original contract until it is paid in full. No new Device will be given to you.

- 15.7 Upward migrations will be limited to the Packages which we offer from time to time but you will not be able to upward migrate from a Package which is at the time the most costly or which offers the most In-Bundle Airtime.

16 Warrantees and Guarantees

- 16.1 Same for the warranty given in clause 16.2, no other warranties are given.
- 16.2 For a period of 12 months from the date of purchase, provided that the Device is utilised and looked after as required by the manufacturers' recommendations (and subject to the provisions of this Agreement), we will for that period facilitate any warranty provided by the manufacturer of the Device which you purchase from us. This does not cover the battery or accessories. This warranty will not be valid in the case of water damage (including damage due to humidity or perspiration), ordinary wear and tear and damage resulting from your negligence and/or abuse including, but not limited to, the affixing, attaching or embedding with any other item.

17 International Roaming

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

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

18 Port-out

- 18.1 For full details on what is required to Port please consult Customer Services.
- 18.2 When you Port-out to another Network Operator we will send you your final account which must be settled in full immediately. This account will include all outstanding amounts and your full outstanding TAB amount.

19 Information and disclosure

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

- 19.2 You warrant and guarantee that all information supplied to us is true and correct.
- 19.3 Should your address, or any other information which you have given to us, change you must inform us of the change immediately.

20 Exclusions

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

21 Indemnity and waiver

- 21.1 You indemnify us against any loss or damage which any person (including ourselves) may suffer arising directly or indirectly from you breaching your obligations under this Agreement.
- 21.2 We rely on third party providers to supply our Service. You agree not to hold any of our third party providers (to the extent permitted by law) liable for damages, losses, costs or expenses, whether direct, indirect or consequential arising from or in connection with any act, omission, neglect or default of a third party provider, or us where this is a result of the third party provider's action or omission, neglect or default.
- 21.3 We are not liable for any failure or delay in providing any Services, in correcting any fault in any Services, failure or incorrect operation of any Service, or any other delay or default in performance under this Agreement if it is caused by an event reasonably beyond our control, including but not limited to civil insurrection, interruption in electrical supply, accident, act of God, industrial action, a direction of any sort by ICASA, delay, failure or default by any other supplier or Network Operator.

22 Cancellation Clause

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

23 Termination

- 23.1 You or we may, by providing a calendar month's written notice' of termination, terminate this Agreement at any time, for any reason.
- 23.2 If you terminate this Agreement other than as a result of our breach, prior to the expiry of the then current Contract Period or Renewal Period, or if we do so for a reason in clause 24.3, then we shall be entitled to recover from you that portion of your Tab which remains outstanding and an amount equivalent to four times your monthly In-Bundle Airtime.
- 23.3 In addition to clauses 14, 24.1 and 24.2, we will also be entitled to terminate this Agreement if:
 - 23.3.1 you become provisionally sequestrated, or a liquidator or receiver or any other administrator is appointed to your business or assets, or an application for this is made, or if you enter into any arrangement or composition with your creditors including any act of insolvency as this term is defined in the law, or if a resolution is passed to wind up your business;
 - 23.3.2 our Network Operator partner no longer makes the Network available to us; and/or



23.3.3 we are ordered by ICASA to do so.

24 General

- 24.1** We reserve the right to change the terms and conditions in this agreement with 60 days' notice to you.
- 24.2** Any concession or extra time we allow you doesn't affect our rights under this Agreement.
- 24.3** You agree that this Agreement will be interpreted and governed according to the laws of South Africa.
- 24.4** You choose the personal address for yourself set forth on page 1 of this Agreement where you will accept service of all notices and court process from us.
- 24.5** Notwithstanding anything to the contrary, a written notice actually received by you will be adequate written notice.
- 24.6** You acknowledge that in entering into this Agreement, you have not relied on any promises, representations or other statements made by us or on our behalf.
- 24.7** You release us and each of our officers, agents and advisors from all claims, actions, and demands of any kind (including carelessness) arising from our relationship in terms of this Agreement and from discussions leading to it.
- 24.8** In order to enjoy the use of our Services it is a requirement that you acknowledge and accept that you will have to register with us in terms of RICA.
- 24.9** If any term of this Agreement is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.
- 24.10** You cannot transfer to anyone else, without our consent, your Device, your SIM or your Tab. Nor may you, transfer, cede or assign any of your rights and responsibilities under this Agreement. We can transfer, cede or assign any of our rights and obligations at any time.
- 24.11** If we have concluded this Agreement with you through direct marketing you may terminate the Agreement, in writing, within 5 Business Days' after the later of the date on which the Agreement was concluded or on which the Device was delivered to you. You will be liable for reasonable costs incurred by us and any damages to the mobile devices, SIM card and packaging
- 24.12** Prepaid churn; should you fail to actively use your pre-paid sim for 3 consecutive months, we reserve the right to: permanently deactivate your line and forfeit any associated value added services or rewards.

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