

Product Specific Terms and Conditions: Vodacom Contract Voice Packages

General Prepaid

- All new applicants will need to be registered for RICA.
The following documentation is needed;
Individual - Certified copy of ID, Proof of physical address.
Business - Certified copy of Representative ID, Proof of Representative residential address, Copy of business letterhead including registration details and address
- All new applicants will be credit vetted before a contract will be approved. An applicant needs to supply @lantic with a Copy of ID, most recent Payslip and 3 months bank statements
- Hardware is included on all new 24 month contracts
- The hardware will carry a 12 month manufacturer's warranty
- A subscriber will own the hardware after the initial 24 month contract term
- @lantic will not be held responsible for any damages caused to hardware due to the negligence of a subscriber
- A Subscriber will be liable for a once-off activation fee of R175.00 (incl. VAT)
- Payment for services will be via Debit order
- A Subscriber will be billed pro-rata in the month of activation
- A Subscriber will be responsible for insurance on the hardware
- Upward migration of packages is allowed and no penalty fee will be levied
- Downward migration of packages is allowed but a penalty fee will be levied and is calculated upon request.
- An early cancellation of the contract is allowed but a subscriber will be responsible for an early cancellation penalty.
- Early cancellation penalty fee
- A subscriber will be charged 3 x normal monthly subscription and liable for the full remainder of the hardware cost
- A subscriber can cancel their service by giving 20 business days notice
- A subscriber who wishes to cancel their service must do so before the 25th day of each month
- A subscribers service will be suspended if no payment has been received
- **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.
- **Network** means the mobile telecommunication network and/or the wireless platform for Internet and/or Voice Services that is owned and operated by Vodacom;
- **Network Coverage** means the geographical area within which the Internet and/or Voice Services can be accessed and used by the subscriber;

Vodacom General Pre paid Terms and Conditions

- **Validity** - The credit value of this voucher is valid for the airtime window on the voucher from the date of redemption (the date the credit value is deposited into your prepaid account). In the unlikely event that you are inactive (not making, sending or receiving a single revenue generating voice call, data call or SMS) for 7 months, your connection to the Vodacom Network will be terminated and your cellular number and remaining credit will be forfeited. Roaming activity, voicemail retrievals and recharging will be regarded as activity. Calls free of charge will not be seen as activity.
- You acknowledge and agree that -
The quality and coverage of the cellular communication services (the Services) available to you shall be limited to that provided by Vodacom and the Services may, from time to time, be adversely affected by physical features such as buildings and underpass, as well as atmospheric conditions and other causes of interference; and
You shall not hold Vodacom liable for any non-availability of the Services
- **Limitation of Liability And Indemnity** -
Vodacom shall not be under any liability (including liability for negligence) for any loss or damage or injury to you whatsoever no matter when or how, arising out of the provision of the Services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular shall not be liable for financial loss or loss of profits, contract, anticipated business, savings, use or goodwill.
You indemnify and hold Vodacom harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by Vodacom, which arises directly or indirectly out of a breach of the terms of this agreement or the use by you of the Services and/or the Cellular Phone, irrespective of the cause thereof.
- **Modifications** - Vodacom has the right to change or modify these terms and conditions. Such changes may include, but are not limited to the tariffs charged at any time with the method of notice determined by Vodacom from time to time.
- **Miscellaneous** - This service may not be used for unlawful purpose. Vodacom retains the right to provide, on demand, to a court of appropriate jurisdiction, information regarding the use of this service upon issuance of subpoena or any other statutory type of summons.
Vodacom may, to the extent permitted by law, receive or disclose your personal information, documents and/or credit profile information from or to -
any credit providers, credit bureau or credit reporting agencies;
any law enforcement agencies that require the information for the prevention or investigation of criminal activities;
any of Vodacom's shareholders, related entities, suppliers, agents or professional advisors for reporting, accounting, product supply and service, marketing and/or auditing purposes;
any subsidiary or holding company of Vodacom for any purpose connected with the Services or the Network or for marketing or incentive scheme purposes
- **Limitation of use** - This credit may only be used with prepaid SIM cards exclusively on the Vodacom network. Any handset sold in a prepaid package shall only work utilising a Vodacom SIM card. Any other SIM card will be inoperable.
- **Acceptance** - The insertion of a Vodacom SIM card into a cellular handset and/or the use by you of the Services, constitutes your acceptance of these terms and conditions. No terms, representations or warranties, other than those set out herein, shall be binding on Vodacom unless reduced to writing and signed by a duly authorised representative of Vodacom.

I hereby acknowledge that I have read the Product Specific Terms and Conditions and that I understand all the meanings thereof

Sign here

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SMS Terms and Conditions

Terms And Conditions

- The terms and conditions upon which Vodacom provides this limited free service is now subject to the following terms and conditions.
- By using this service you warrant and agree that:
- You have the right to do so on behalf of and as contractual agent for your company, if you are accessing this service via a corporate Internet connectivity facility;
- You are not using this service for unlawful or illegal activity;
- You are not using this service to transmit any unlawful or illegal information;
- You may not use this service to transmit unsolicited information;
- Subject to your agreement to provisions above, you are not allowed to use this service for sending more than 20 Internet-to-SMS messages per day and 5 Internet-to-MMS messages per day;
- In making the above contractual undertakings, you understand and agree that there is no general or other duty or obligation on Vodacom, its suppliers and partners, to monitor the contents of any information transmitted over its Internet-to-SMS service; and
- You agree to pay to Vodacom a minimum of ZAR15.00 per instance of infringement of any of the above contractual undertakings to Vodacom upon its demand therefore.
- The foregoing payment is agreed by each party to be an interim penalty payable on demand by Vodacom upon breach of any of the above contractual undertakings, which penalty may be extended to include any proven liquidated damages incurred by Vodacom, its suppliers and partners, and any third party which is able to prove any direct, indirect, special or consequential damages arising from such breach.
- For the purposes of this agreement:
- Any reference to "damages" shall include without limitation, damages arising from the breach of privacy by any third party recipient of the transmitted information; and
- Any reference to "instance of infringement" shall mean the transmission if the transmitted information to each identified cellular number, regardless of whether the information sent to multiple numbers is identical or not.
- If you do not agree to all of the above contractual undertakings, you may not use this service, and you are instructed to refrain from accessing this service under any circumstances.
- By continuing to use the Vodacom Internet-to-SMS limited free non-commercial service, you agree to all the terms of the above agreement, and state your undertaking to abide by those terms and conditions.
- These Product Specific Terms and Conditions need to be read and acknowledged in conjunction with the @lantic General Terms and Conditions

I hereby acknowledge that I have read the Product Specific Terms and Conditions and that I understand all the meanings thereof

Sign here

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