

SPAR MOBILE SERVICES

TERMS AND CONDITIONS OF USE

By making use of any **SPAR Mobile Services**, as defined hereunder, **You**, being the **SPAR Mobile Subscriber**, agree to the following Terms and Conditions of Use (Hereinafter referred to as these “**T’s and C’s**”), as may be amended from time to time by **SPAR**.

These **T’s and C’s**, as may be amended by **SPAR** from time to time, shall be read in conjunction with any other terms, conditions, rule, and/or policies, which may be applicable to **Your** use of the **SPAR Mobile Services**, including terms and conditions which may be applicable to any promotions which are offered by **SPAR** from time to time (“**SPAR Promotional Campaign T’s and C’s**”), together with any and all applicable laws and/or regulations.

By making use of any **SPAR Mobile Services**, you further consent to becoming a **SPAR Rewards Program Member** (“**SPAR Rewards Program**”). **Your** use of the **SPAR Rewards Program** is governed by the **SPAR Rewards Program Terms and Conditions of Use** (“**SPAR Rewards T’s and C’s**”), accessible at www.spar.co.za/SPAR-Rewards-Terms-and-Conditions and to which **You** expressly agree.

Important Consumer Protection Law Notices

You are directly affected by the clauses of these **T’s and C’s** because they -

- limit or exclude **SPAR’s** risk or liability,
- limit or exclude **Your** rights and remedies against **SPAR**,
- make **You** take on risk or liability, or
- make **You** acknowledge and voluntarily agree with certain statements.
- Impose conditions on the manner in which **You** make use of **Airtime** and/or other **SPAR Mobile Services**.

Please pay special attention to all the clauses, as **You** will forfeit claims against **SPAR** and other parties for certain losses, liabilities or damages. **SPAR** may also have claims against **You** and hold **You** responsible to pay it certain amounts, including costs or damages that **SPAR** may incur and/or have to pay. By making use of any of the **SPAR Mobile Services**, **You** confirm **Your** voluntary acceptance and agreement with these **T's and C's**, as may be amended from time to time by **SPAR**.

1. Definitions

- 1.1 **“Airtime”** refers collectively to **SPAR** airtime and/or **SPAR** data used by **SPAR Mobile Subscribers**
- 1.2 **“SPAR”** refers to the **SPAR** Group Limited, Registration Number: 1967/001572/06 having its address situated at The Arch, 1 Ncondo Place, Umhlanga Ridge, Umhlanga, Durban, 4320.
- 1.3 **“SPAR Mobile App”** refers to mobile application which **SPAR Mobile Subscribers** can download to their mobile device for purposes of, inter alia, purchasing **Airtime** and/or other **Recharge Vouchers**, checking **Airtime** balances, redeeming **SPAR** mobile rewards and purchasing various **SPAR Value-Added Services** from the **SPAR** marketplace function built into the **Mobile App**.
- 1.4 **“SPAR Mobile Services”** refers to the use by **You** of, inter alia, a **SPAR SIM Card**, **SPAR Recharge Vouchers**, **SPAR Airtime**, the **SPAR Mobile App**., and/or any other **SPAR Value-Added Services** which **SPAR** may elect to make available from time to time.
- 1.5 **“SPAR Mobile Subscriber”** refers to **You**, and/or any other user of the **SPAR Mobile Services** from time to time.

- 1.6 “**SPAR Rewards Program**” refers to the loyalty program offered by **SPAR** to its various customers in terms of which the members of the **SPAR Rewards Program** stand to receive discounts and other benefits on certain promotional items, as determined by **SPAR**, from time to time.
- 1.7 “**SPAR SIM Card**” refers to the **SPAR** subscriber identity module, bearing an Integrated Circuit Card Identifier (ICCID) subscriber number.
- 1.8 “**SPAR Value-Added Services**” refers to, inter alia, the advertising platform and the marketplace for the procurement of multiple 3rd party services that are provided in the functionality offered to **SPAR Mobile Subscribers** who make use of the **SPAR Mobile App**.
- 1.9 “**Recharge Voucher**” refers to a voucher which allows a **SPAR Mobile Subscriber** to top up his/her **SPAR SIM Card** with **SPAR Airtime** (including data) and/or pay for various other services.
- 1.10 “**You**” refers to the **SPAR** subscriber who makes use of the **SPAR Mobile Services** from time to time, and the term “**Your**” shall have a corresponding meaning.

2. **Activation**

Your application to become a **SPAR Mobile Subscriber** will be regarded as accepted when **SPAR** activates your **SPAR SIM Card**. This will allow **You** to use the **SPAR Mobile Services**, including making use of the virtual mobile network in accordance with these **T’s and C’s**. **SPAR** will not under any circumstances be responsible for any errors, delays, suspension, termination and/or cancellation.

SPAR will regard **Your SPAR SIM Card** as activated at any of **SPAR's** various retailer premises and connection charges may apply to activations, which if applicable, will be fully disclosed at the time of activation.

Your **SPAR SIM Card** will operate on a pre-paid basis only, unless otherwise expressly agreed in a separate subscriber contract. Unless we provide otherwise, **Your** ability to make use of the **SPAR Mobile Services** using your pre-paid **SPAR SIM Card** will continue indefinitely (subject to any usage requirements and our standard churn policy), and the most recent version of these **T's and C's** will apply to **Your** use of the **SPAR Mobile Services**.

Upon **Activation** of your **SPAR Sim Card**, **You** will automatically also be registered as a **SPAR Rewards Program** member, to which **You** expressly consent.

3. Consent

4. Your identity

You voluntarily agree to comply with all applicable laws, including Regulation of Interception of Communications and Provision of Communication-related Information Act, 2008 (**RICA**). **You** are legally required to verify your identity in a face-to-face process when registering a **SPAR SIM Card** with **SPAR**.

Please produce **Your**:

- original identity document, passport or refugee document; and
- proof of residential address, and;
- such further documents as a **SPAR** representative may require for purposes of **RICA** validation.

If **You** transfer your **SPAR SIM Card** to anyone other than a family member, both **You** and the transferee must visit our in-store **SPAR RICA** officer to change ownership. The other person must also produce an identity document and proof of residence and must unequivocally agree to be bound by these **T's and C's**, as amended from time to time.

5. Theft, loss or damage

All risk for loss, use, damage or theft of **Your SPAR SIM Card** passes on delivery to **You** (or to any person chosen by **You** to accept delivery on **Your** behalf).

If **Your SPAR SIM Card** is lost or stolen, **You** must request **SPAR** to suspend it immediately. **SPAR** will blacklist the **SPAR SIM Card** and provide you with an ITC reference number. **You** are then legally required to report the crime to the South African Police Services and give them the ITC reference number. **You** remain fully liable for all costs and charges until **SPAR** processes **Your** request to suspend **Your SPAR SIM Card**.

6. SPAR SIM card

Although **You** do not own the **SPAR SIM Card**, **You** may retain the mobile number if you port to another network or service provider. When using **Your SPAR SIM Card** on the **SPAR** virtual network you must comply with the **SPAR** rules, as set out, inter alia, in these **T's and C's** and elsewhere in our **SPAR** policy documents from time to time.

Specifically, **You**:

- must only use the **SPAR Mobile Services** for lawful purposes;
- must only use **Your SPAR SIM Card** in a mobile device which is approved by ICASA or any other relevant authorities;
- must not reverse engineer, decompile, modify or tamper with any software on any **SPAR SIM Card** and **You** must prevent anyone else from doing so;
- must not use, or attempt to use, **Your SPAR SIM Card**, the **SPAR** virtual mobile network or **SPAR Mobile Services** for any fraudulent and/or other unlawful purposes;
- must not use the **SPAR Mobile Services**, in an attempt to retain any direct financial gain which may prejudice **SPAR** and/or any of the **SPAR** service providers from time to time;

- must not use or operate, whether directly or through a third party, any **SPAR SIM Card**, or apparatus to route or re-route voice, data, messages or other network services on, from or to the network using a GSM gateway or any other apparatus commonly known as a 'SIM box';
- must not use a **SPAR SIM Card**, or apparatus used to forward or divert network services with the intention of reducing **Your** charges for that call;
- must not re originate international calls or refile incoming traffic or engage in any activity which may negatively affect the network and compromise the quality of service provided to **You** and other customers;
- must not change any number with another number in an attempt to make international incoming or outgoing calls appear as locally originating or terminating calls;
- **You** may not sell, or attempt to sell, or otherwise provide commercial services using the **SPAR SIM Card**, or virtual mobile network to any third party without **SPAR's** express prior written consent;
- you may not use a **SPAR SIM Card** overlay to access **SPAR Mobile Services** on our **SPAR** virtual mobile network;

If **SPAR** suspects that **You** are not complying with, inter alia, the rules cited hereinabove, and/or with any other of the **T's and C's** listed herein and/or in any of **SPAR's** other T's and C's including but not limited to any **Promotional Campaign T's and C's**, and/or **SPAR Rewards T's and C's**, **SPAR** shall be entitled without liability to **You**, and without prejudice to any other rights it may have in law, to suspend and/or terminate **Your** further use of the **SPAR Mobile Services** immediately and without notice to **You**.

7. Payment

Unless otherwise determined by **SPAR** from time to time, all **SPAR SIM Cards** are pre-paid and require **You** to load **SPAR Airtime** and/or **Data Recharge Vouchers** to make use thereof.

SPAR Airtime vouchers which are purchased in-store from any **SPAR** retailer must be loaded into **Your SPAR** mobile account within 1 (One) year of purchase, failing which the **Airtime** voucher will expire. Once loaded into **Your SPAR** mobile account, the **Airtime** will remain valid in accordance with its expiry terms, ie: if an **Airtime** voucher is valid for 30 (thirty) days, it will expire 30 (Thirty) days after being loaded into **Your SPAR** mobile account.

8. International roaming

Where international roaming is available (and **SPAR** cannot and does not guarantee that this functionality will be available on pre-paid **SPAR SIM Cards**), at least five business days before **You** leave **Your** country of residence **You** must request permission from **SPAR** to utilize **Your SPAR SIM Card** for our **SPAR Mobile Services** while out of the country. **You** may be required to pay **SPAR** a security deposit before **SPAR** activates **Your SPAR SIM Card** for roaming services.

When **You** apply, **SPAR** will provide a copy of the specific terms relating to international roaming. The terms are also available in store and on the **SPAR** website. Please visit these pages before **You** travel and read all the relevant information.

International roaming is expensive. Before **You** leave, check the **SPAR** website for details on charges for international roaming. **SPAR** also strongly advises that **You** check **Your** user manual for your mobile device and learn how to disable voice, SMS, data, Wi-Fi, application or email settings on **Your** mobile device before **You** leave.

9. Charges

You voluntarily confirm that you are familiar with, fully understand, and unequivocally agree to the **SPAR** price-plan which may be in force from time to time. **You** voluntarily agree to accept the charges included on the price-plan when making use of the **SPAR Mobile Services**.

10. Right to Make Amendments

SPAR may change, withdraw, amend or substitute:

- these **T's and C's**;
- any repair, replacement or refund terms;
- the charges and/or price list; or
- any other service terms and conditions.

If **You** do not accept the abovementioned changes, **You** may elect to discontinue use of **Your SPAR SIM Card**.

SPAR shall endeavor to notify **You** of any amendments, as detailed above, by publishing the details of such amendments on its website from time to time.

Your continued use of the **SPAR Mobile Services** signifies **Your** acceptance of the relevant amendments.

11. SPAR's right to terminate

Without limiting any of **SPARs** other rights, including its rights to suspend, **SPAR** may discontinue (terminate) **Your** use of the **SPAR Mobile Services** forthwith and without notice to **You** if:

- **You** fail to pay any amount due to **SPAR**, if any, on its due date; or,
- **You** fail to comply with our rules and/or **T's and C's**; or,
- **You** contravene any applicable laws or binding rules, codes or standards (especially electronic communication regulations); or,
- **SPAR's** license, authorizing and empowering **SPAR** to provide **You** with access to the **SPAR Mobile Services**, is withdrawn or cancelled; or,
- **You** breach any **T's and C's**, as contained herein and as amended from time to time; or,
- **You** fail to remedy any material breach within a reasonable time after **SPAR** notifies **You** of **Your** breach.

12. Access to SPAR Mobile Services

SPAR cannot and does not accept liability for any breach or failure to comply with any obligations arising from any cause beyond our direct control, including:

- network maintenance;
- technical network problems;
- cancellation of operating licenses and/or agreements;
- acts beyond human control, such as natural disasters and/or other Acts of God;
- governmental acts or omissions, such as controls, restrictions and prohibitions whether local or national;
- fraud perpetrated by independent third parties;
- scams, phishing, spamming or any other related unlawful activities by third parties;
- third party defaults, such as by suppliers, agents or sub-contractors; and
- coercive collective action, such as strikes, lockouts and protests.

SPAR does not and cannot guarantee the uninterrupted continuation of the **SPAR Mobile Services**, and no warranties, whether express or implied, are provided in this regard.

13. Liability

SPAR accepts no liability whatsoever for loss or damages suffered by **You**, howsoever arising whilst making use of the **SPAR Mobile Services**, whether foreseeable or otherwise, and whether **SPAR** was advised thereof or not, including but not limited to loss or damage caused by, inter alia;

- **SPAR Mobile Services** being interrupted, suspended or cancelled; or
- **SPAR** suspending **Your** access to, or use of, the **SPAR Mobile Services**; or
- resulting from any fraudulent activity, including online banking, cell phone banking, application and/web-based banking, SIM cards or number portability; or

- resulting from any act or omission beyond **SPAR's** direct control or that of **SPAR's** employees or agents.

Notwithstanding the above disclaimers, the nature and extent of which **You** irrevocably agree to when making use of the **SPAR Mobile Services**, **SPAR's** cumulative maximum liability for all claims, actions, demands and proceedings, irrespective of cause is limited to the cost to **You** of one month's use of the **SPAR Mobile Services**.

14. Notice and address

Where **You** must give **SPAR** notice, it must be in writing, but not by SMS unless otherwise stated. You must give such notice on at least 20 (Twenty) business days' notice to the following address:

The Arch, 1 Ncondo Place, Umhlanga Ridge, Umhlanga, Durban,
4320, Kwa Zulu-Natal, Republic of South Africa.

Where **SPAR** is required to give **You** notice, it may be in any form of writing (including SMS and email) and/or by publication on its website located at www.sparmobile.co.za.

15. Privacy policy

SPAR respects **Your** privacy, and **You** voluntarily agree to abide by **SPAR's** privacy policy, which can be viewed at <https://www.spar.co.za/Privacy-Policy>

16. Your agreement

You voluntarily confirm having read and understood the **T's and C's** forming part of the binding contract between **You** and **SPAR** and voluntarily agree to be bound by them.