

**ONEZONE TERMS AND CONDITIONS – AIRTIME AND DATA PRICE PLANS**

Version 2 (25 August 2016)

**1 Introduction**

1.1 This Agreement is entered into between Foschini Retail Group (Pty) Ltd ("TFG") and you and sets out the terms of the supply of the MTN One2One Package/s from us to you.  
1.2 Please read these terms and conditions ("Terms") carefully. We specifically draw your attention to the provisions of section 14 hereof regarding the limitation of our liability to you. Once you start using your SIM Card, we will assume that you have accepted all these Terms.

**2 Definitions**

2.1 In this Agreement, unless the context clearly shows a different intention, the words set out below will have the meanings assigned to them hereunder:-  
2.1.1 "Activation" means enabling a SIM Card to operate on the Network and access to the Network Services subject to the limitations of the selected Package. For the purposes of a Port, "Activation" means the activation of the SIM card by the recipient service provider after porting your number between mobile service providers or mobile networks;  
2.1.2 "Agreement" means the agreement entered into between TFG and you, and includes all price lists and information incorporated by reference and, these Terms;  
2.1.3 "Charge/s" means all fees and charges relating to a Package including but not limited to usage charges, monthly services charges, monthly subscription charges, voice charges, SMS charges, data charges, Value Added Services and SIM Card charges where applicable;  
2.1.4 "Commencement Date" means the date of Activation of your SIM Card;  
2.1.5 "Deactivation/Deactivated" means the disabling of a SIM Card at of TFG or MTN, so that it is permanently incapable of being used to access the Network Services;  
2.1.6 "In-bundle call rate" means the rate at which the relevant Network Services applicable to the Package will be billed until your Inclusive Airtime Value has been depleted;  
2.1.7 "Inclusive Airtime Value" means the Rand value of the relevant Network Services applicable to the Package on a monthly basis. This Inclusive Airtime Value is depleted by normal usage charges including but not limited to voice calls, SMS and MMS messages, using data and international calling;  
2.1.8 "Initial Period" means 24 (twenty four) months from the Commencement Date;  
2.1.9 "Migration" means when you request to move from your current Package to a different Package, at our sole discretion, and subject to the terms and conditions relevant to your current Package;  
2.1.10 "Mobile Device" means a GSM terminal and its accessories;  
2.1.11 "Month" will mean a time period that starts at 00:00:00 on a particular date (determined by us from time to time) of a calendar month and will carry on until 23:59:59 on the day before that particular date in the following calendar month;  
2.1.12 "MTN" means Mobile Telephone Networks (Pty) Ltd with registration number 1993/001436/07, currently of 216 14th Avenue, Fairland, 2195;  
2.1.13 "Mobile Number" means the telephone number allocated to the SIM Card or a telephone number transferred to MTN by porting it from another service provider or mobile network;

2.1.14 "Network" means the public land mobile network cellular telephony system operated by MTN in South Africa;  
2.1.15 "Network Services" means the GSM telecommunications network services and any other related services made available to you in terms of the Package and which may include Value Added Services;  
2.1.16 "One2One" means a product of TFG offering you various Network Services;  
2.1.17 "Operator" means MTN, its successors or assignees or any other telecommunications operator in South Africa which has granted MTN access to its network to enable MTN to make the Network Services available to you;  
2.1.18 "Out-of-bundle call rate" means the charge for local voice calls, SMS's, MMS and data that will be applicable when your Inclusive Airtime Value for a specific month has been depleted and you have topped up with prepaid airtime or data;  
2.1.19 "Package(s)" means airtime or data packages from MTN offered by TFG to you or someone acting on your authority and includes any changes or future versions, upgrades, replacements to the Packages;  
2.1.20 "Port" means moving your Mobile Number from one mobile telecommunications service provider to another with or without changing your Network;  
2.1.21 "SIM Card" means a subscriber identity module card that is supplied by us to you;  
2.1.22 "Subscriber" and "you" means the TFG account holder against whose account all charges for the selected Package will be debited;  
2.1.23 "Subscription Amount" means all Charges, billed monthly in advance by us to your TFG account as per your chosen Package;  
2.1.24 "TFG" means Foschini Retail Group (Pty) Ltd, registration number 1988/007302/07, its holding company, and all their subsidiaries from time to time, located at Stanley Lewis Centre, 340 Voortrekker Road, Parow East, 7500;  
2.1.25 "Upgrade" means selecting a new Package at the rates prevailing at the time of the Upgrade and extending the duration of this Agreement for a further period of 24 (twenty four) months from the date of such Upgrade or for such other period as One2One may agree in writing at the time of the Upgrade (the "Upgrade Period");  
2.1.26 "Value Added Services" means certain additional services that may be provided to you, the availability of which may depend on the terms of your Package;  
2.1.27 "We" means TFG, and "us" and "our" shall be construed accordingly;  
2.2 Any reference in this Agreement to the singular includes the plural and vice versa. Any reference to natural persons includes juristic persons and vice versa.  
2.3 Any requirement in this Agreement that a notification or communication must be made or given in writing, shall be met in the case where any such notification or communication is made or given by us or MTN to you by means of data message, SMS or email or by means of a voice call where the call originates from us or MTN and where such call is recorded by us or MTN as the case may be. In all other instances, any written notice or communication shall be given in accordance with the provisions of section 16.13.  
2.4 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Republic of South Africa.  
2.5 The contra proferentem rule of interpretation is expressly excluded from this Agreement and no provision herein shall be construed or interpreted to the disadvantage of any party by reason of such party having been deemed

to have structured, drafted, requested or introduced such provision.  
2.6 The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate, however full effect shall be given to any provision conferring rights and obligations upon the parties contained in this section 2.  
3 **Duration**  
3.1 This Agreement will start on the Commencement Date and will, subject to the further provisions of this Agreement, continue for the Initial Period.  
3.2 At the end of the Initial Period or the end of any Upgrade Period (whichever is applicable), in the event that you do not advise us of your intention to either renew or terminate your Agreement, this Agreement will continue on a month to month basis until such time as you give us notice to terminate the Agreement in writing or in any other recorded manner and form.  
4 **Cooling Off Period:**  
4.1 Should you change your mind and not wish to proceed with this Agreement within 5 (five) business days after the conclusion of this Agreement telephonically, or 5 (five) business days after the delivery of the SIM Card to you, whichever is the latest, you are welcome to do so by calling us on 0860 663 663 prior to the expiry of the said 5 (five) day period.  
4.2 If you have already received your SIM card, this must be returned to us at the address in clause 2.1.24.  
4.3 If you do not return the SIM card, you will be charged a handling fee of R100.00 (One hundred Rand) which will be debited to your TFG account.  
5 **Cancellation:**  
5.1 If this Agreement is cancelled for any reason before the end of the Initial Period or any Upgrade Period, then you may be required to pay TFG all amounts which are not yet paid but which are due and payable by you in terms of this Agreement up to the date that the Initial Period or any subsequent Upgrade Period ends. This includes, but is not limited to any additional Charges that you have incurred up to and including the cancellation date. You may also be required to pay a reasonable cancellation fee, which we may charge in our sole discretion.  
6 **Upgrade**  
6.1 We will provide you with a notice between the 21<sup>st</sup> and the 23<sup>rd</sup> of month of the Initial or any Upgrade Period (as applicable) of;  
6.1.1 the end date of the Initial / Upgrade Period;  
6.1.2 any material changes that would apply if the Agreement is to be renewed at the end of the Initial / Upgrade Period, or if it otherwise continues on a month to month basis beyond the end of these Periods; and  
6.1.3 your options to either terminate the Agreement at the end of the Initial / Upgrade Period, or to agree to a renewal of the Agreement for a further fixed term,  
6.2 You can only choose an Upgrade at the end of the Initial Period or an Upgrade Period.  
6.3 We will advise you of the prevailing Package tariffs and charges that apply to your Upgrade. You can also contact us to obtain a copy of these.  
7 **Billing and Charges**  
7.1 The Charges and features relating to your Package are available upon request. Please contact us to obtain a copy of these.  
7.2 Calls on all Packages will be billed on a per second billing basis.  
7.3 You agree that all prevailing Charges applicable to the Package will be debited to your TFG account as per TFG's standard terms and conditions of credit facilities and lay-by's ("Credit T&Cs"), which Credit T&Cs are incorporated as part of this Agreement.  
7.4 Your TFG account will be debited with the Subscription Amount for your Package monthly in advance for the

duration of this Agreement. The full Subscription Amount will be a part of the full installment due on your TFG account each month.  
7.5 You must pay all Charges shown on your monthly TFG account whether or not you have used the Network Services during any particular month.  
7.6 If any portion of your TFG account remains unpaid for 60 (sixty) days or more (i.e. if you miss 2 full installment payments in a row), all Value Added Services will be deactivated and your SIM will be soft locked. This means that you will not be able to make calls or send messages but only receive them.  
7.7 If any portion of your TFG account remains unpaid for 90 (ninety) days or more (i.e. if you miss 3 full installment payments in a row) your SIM Card will be Deactivated. We will then not perform any further obligations under this Agreement.  
7.8 You will always remain responsible for payment of all charges incurred and debited to your TFG account, even if you are not the person using the SIM Card or if you did not authorise another person to use the SIM Card.  
7.9 In the event of any discrepancy between a provision of this Agreement and a provision of the Credit T&Cs, the provisions of the Credit T&C's will prevail insofar as any such provision relates to the debiting or payment of Charges on your TFG account, or the provision of credit facilities or the processing of consumer credit information. In all other respects, the activation and use of a Package shall be subject to these Terms.  
7.10 Data Packages offer a monthly fixed data allocation which can be used for data on the Network.  
7.11 Airtime Packages offer Inclusive Airtime Value which can be used for certain Network Services including voice calls and SMS.  
7.12 The Inclusive Airtime Value amount or data allocation that you receive monthly will depend on the Package you have chosen.  
7.13 Only local SMS messages sent and received in South Africa will be seen as included SMS messages (where applicable). International messages or messages sent while you are outside of South Africa will not be seen as included SMS messages and all such messages will be charged for separately.  
7.14 Any services that incur a separate charge such as, but not limited to, Itemised Billing, Calling Line Identity, SMS Bundles, Data Bundles, BlackBerry Services, Migration charges, Me2U transfer charges etc. will not be seen as part of the Inclusive Airtime Value.  
7.15 Unused data on a data contract will carry over to the next month. Inclusive Airtime Value which has not been used at the end of the month may be carried over to the next month, subject to the prevailing rules of MTN.  
7.16 Unused inclusive SMS's will not carry over to the next Month and will be permanently forfeited.  
7.17 You can top up with airtime by purchasing a PayasyouGo top-up voucher at any MTN PayasyouGo outlets.  
7.18 Packages may offer inclusive SMS's over and above the Inclusive Airtime Value.  
7.19 Data and SMS bundles can be loaded onto all Packages. Normal terms and conditions relating to Data Bundles and SMS Bundles will apply.  
7.20 Mobile Number swaps are not possible on Packages.  
7.21 MTN may change the tariffs, rates, Inclusive Airtime Value and Charges from time to time.  
7.22 International communications, including voice calls, SMS and MMS are charged at prevailing MTN rates.  
7.23 If you apply to go under debt review, in terms of the National Credit Act 34 of 2005, at any stage during the Initial period or any Upgrade period, you will not be able to continue with your Package, and your Package will be cancelled. You may lose your Mobile Number and all remaining airtime and data from time of cancellation. You may be liable for a cancellation penalty of all amounts still owing at time of cancellation.  
8 **SIM Cards**  
8.1 If a SIM Card is lost, stolen or damaged, you are required by law to immediately notify the South African Police Services telephonically or in writing. You must

<p>also immediately notify us on 0860 663 663 and request suspension of your SIM Card. Until your request is received by us, you will still be responsible for all Charges relating to that SIM Card. After you call us, we will notify MTN to block your SIM Card and arrange for a SIM swap. You will at all times remain responsible to pay the monthly Subscription Amount.</p>	<p>10.1</p>	<p>If you decide to keep your Mobile Number when you move from an existing MTN PayasyouGo service to a Package, you will lose all information, SMS bundles, data bundles and value-added services that were credited to your old SIM card when your new SIM Card is activated. To avoid this, we suggest that you save your phonebook from your old SIM onto your Mobile Device memory before you enter into this Agreement and before we activate your new SIM.</p>	<p>details or your internet protocol address (the address given to your internet device when you connect to the internet).</p>	<p>16.8 You agree and consent in terms of Section 45 of the Magistrate's Court Act, No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court in relation to any court proceedings instituted against you relating to this Agreement.</p>
<p>8.2 If you sell or in any manner provide your SIM card to another person, other than a family member, then you and the person receiving the SIM card must both immediately provide us with your full names, surname and identity number. This is in terms of the requirements of section 40(2) and (3) of the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002 as amended ("RICA").</p>	<p>10.2</p>	<p>If the Mobile Number you want to keep is not available, a new MTN Mobile Number will be allocated to you (this only happens when the number is no longer an active PayasyouGo number). We will attempt to contact you to confirm your new number. If we can't get hold of you, you will be allocated a new number.</p>	<p>14.2 We cannot and do not guarantee that your Mobile Device, your SIM Card or any telecommunications network will always work perfectly or at all. You agree that we will not be liable to you or to any other person for any loss or damage suffered (whether it is direct or indirect or consequential) if the Network Services are interrupted, suspended or cancelled for whatever reason. We will not be liable if we do not suspend the provision of the Network Services to you after you have specifically requested us to do so in order, among other things, to limit your usage charges.</p>	<p>16.9 If any Court finds that any term of this Agreement or any component of any term is not legally enforceable, is illegal, void or against public policy, then that term or component may be severed from the remainder of the Agreement or term, as the case may be, and the invalidity of that term or component will have no effect on validity of the rest of the Agreement.</p>
<p>8.3 If your SIM Card is lost or stolen, you can apply for a replacement SIM Card ("SIM swap"). You may have to pay a charge for the SIM swap process and also for the new SIM Card.</p>	<p>10.3 10.4</p>	<p>Migrations can only occur every 3 (three) months. You are only permitted to migrate one Package level up or down (e.g. from a TopUp 55 to a TopUp 79) at one time.</p>	<p>14.3 We give no guarantees, promises, warranties or conditions, whether expressed using words or implied or suggested, or about the Network Services or any services intended to be furnished or provided under this Agreement.</p>	<p>16.10 You give us permission to make known your name, address, and personal details to any person, whenever it is reasonably necessary for us to perform our functions properly or protect our interests, or to enable the Operator to provide emergency Network Services to you, or directory or repair services and information to Network users generally, or when that information has been requested by any official regulatory or legislative body or is required in terms of any law or Court proceedings.</p>
<p><b>9 Specific Terms</b></p>	<p><b>11</b></p>	<p><b>Portability</b></p>	<p>We do not promise that the services we provide will be useful for any particular purpose or reason even where you tell us what you want to use the services for and we won't be responsible for any failures by the MTN network or anything done by MTN, their employees or contractors.</p>	<p>16.11 Apart from the foregoing, we will protect the confidentiality of your information as required by any law. Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002, you agree to our and MTN's right to log, record, intercept, block, filter read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act ) sent using the Network or the Network Services.</p>
<p>9.1 If the Commencement Date falls on any day other than the first day of a monthly billing cycle, then a pro-rata amount of Inclusive Airtime Value / Data will be allocated.</p>	<p>11.1</p>	<p>Porting Mobile Numbers between service providers is subject to the prevailing rules in operation by the Network operators, which may change from time to time.</p>	<p>14.4 We do not promise that the services we provide will be useful for any particular purpose or reason even where you tell us what you want to use the services for and we won't be responsible for any failures by the MTN network or anything done by MTN, their employees or contractors.</p>	<p>16.11 Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002, you agree to our and MTN's right to log, record, intercept, block, filter read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act ) sent using the Network or the Network Services.</p>
<p>9.2 We will make every commercially reasonable effort to comply promptly with any supply and/or delivery requirements recorded in the Agreement, but we will not be liable to you or any other person for any loss or damages, including consequential loss, loss of business or loss of profits, if the supply and/or delivery is delayed or cancelled, for whatever reason.</p>	<p><b>12</b> 12.1</p>	<p><b>Access to Network Services</b> We may at any time during the existence of this Agreement suspend your access to the Network and/or the Network Services:- 12.1.1 if any modification, maintenance or remedial work must be undertaken in relation to the Network or the Network Services; or 12.1.2 if you breach any term of this Agreement.</p>	<p>14.5 We do not promise that the services we provide will be useful for any particular purpose or reason even where you tell us what you want to use the services for and we won't be responsible for any failures by the MTN network or anything done by MTN, their employees or contractors.</p>	<p>16.11 Subject to the provisions of the Regulation of Interception of Communications Act 70 of 2002, you agree to our and MTN's right to log, record, intercept, block, filter read, delete, disclose and use all communications (including all "data messages" as defined in the ECT Act ) sent using the Network or the Network Services.</p>
<p>9.3 You hereby warrant and undertake that you:-</p>	<p>12.2</p>	<p>If your access to the Network and / or Network Services is suspended for any reason, you will still be liable to pay the monthly Subscription Amount for the duration of the suspension period.</p>	<p>14.6 Except for where we act in a grossly negligent manner, you agree that the most compensation you can ever receive from us for any reason whatsoever is a refund of all money paid by you to us in terms of this Agreement and that you will have no right to any further compensation under any circumstances.</p>	<p>16.12 You choose the fixed address set out in your TFG account application, or any address that you advised us of at a later date, as the address at which you will accept notices or court documents (your "domicilium citandi et executandi" address) relating to this Agreement. We choose the address set forth in clause 2.1.24 as our domicilium citandi et executandi address.</p>
<p>9.3.1 will not use, enable, permit, facilitate or allow the Network and/or the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way that may cause injury or damage to any other person or property nor in any way that may result in an impairment of the Network or any interruption to the Network Services;</p>	<p><b>13</b> 13.1</p>	<p><b>Breach and Termination</b> During the Initial Period or any Upgrade Period we will be entitled to terminate this Agreement if you commit a material breach of any of your obligations and responsibilities in terms of this Agreement. We will first send a notice to you, giving you 20 business days' notice to remedy your breach. If you fail to do so, we will terminate your Package. 13.2 If we terminate this Agreement due to your breach, you will still remain liable for your obligations to us, and we may still claim all amounts owed by you or commence with a claim for damages against you.</p>	<p>14.7 We cannot be held responsible for anything that goes wrong or for our not performing any of our obligations or for any loss or harm you suffer if it is caused or results, in whole or in part, because of anything beyond our reasonable control (which includes acts of god, acts of parliament, government or administration authority, strikes, lockouts, riots, acts of war, acts of terrorism or unrest, earthquake, lightning, rain, flood, fire or explosion, interruption to power supplies, interruption to telecommunications services or any other thing outside of our control).</p>	<p>16.13 You or us may give any notice to each other:- 16.13.1 by hand or by email during normal business hours of TFG, at the receiving person's domicilium address. Unless the opposite is proved, an email will be presumed to have been received 48 (forty-eight) hours after the time that it was sent. A hand delivered notice will be presumed to have been received at the time of delivery; or 16.13.2 by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being and such notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that you keep proof that you sent the notice.</p>
<p>9.3.2 will not use your Package mostly or predominantly for data transfer;</p>	<p><b>13</b> 13.1</p>	<p><b>Breach and Termination</b> During the Initial Period or any Upgrade Period we will be entitled to terminate this Agreement if you commit a material breach of any of your obligations and responsibilities in terms of this Agreement. We will first send a notice to you, giving you 20 business days' notice to remedy your breach. If you fail to do so, we will terminate your Package. 13.2 If we terminate this Agreement due to your breach, you will still remain liable for your obligations to us, and we may still claim all amounts owed by you or commence with a claim for damages against you.</p>	<p>15 <b>Cession and Assignment</b> 15.1 We may elect to cede, assign, transfer, delegate and make over any or all of our rights and obligations in terms of this Agreement to any other companies within The Foschini Group Limited or to any other person. You may not cede, assign, transfer, delegate or make over any of your rights and obligations to any other person.</p>	<p>16.13.1 by hand or by email during normal business hours of TFG, at the receiving person's domicilium address. Unless the opposite is proved, an email will be presumed to have been received 48 (forty-eight) hours after the time that it was sent. A hand delivered notice will be presumed to have been received at the time of delivery; or 16.13.2 by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being and such notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that you keep proof that you sent the notice.</p>
<p>9.3.3 will only use Mobile Devices that are approved by the Regulatory Authority together with the SIM Card on the Network, and will comply with all relevant legislation and regulations, as well as all lawful instructions given by us and/or MTN relating to the use of Mobile Devices, the Network Services and/or SIM Cards;</p>	<p><b>14</b> 14.1</p>	<p><b>Limitation of Liability</b> <b>This following clauses contain assumptions of risk and / or liability by you and limit and exclude liabilities, obligations and legal responsibilities which we and MTN may have towards you and other persons. These clauses also limit and exclude your rights and remedies against us and MTN and place various risks, liabilities, obligations and legal responsibilities on you. These clauses may result in you being responsible for paying increases or additional costs and amounts and we may also have claims and other rights against you.</b></p>	<p>16 <b>General</b> 16.1 This Agreement supersedes and replaces any other agreement, whether written or verbal, between you and us, with regard to the Package selected by you.</p>	<p>16.13.1 by hand or by email during normal business hours of TFG, at the receiving person's domicilium address. Unless the opposite is proved, an email will be presumed to have been received 48 (forty-eight) hours after the time that it was sent. A hand delivered notice will be presumed to have been received at the time of delivery; or 16.13.2 by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being and such notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that you keep proof that you sent the notice.</p>
<p>9.3.4 recognise that no right, title or interest in the software or the Mobile Number contained in each SIM Card issued to you, vests in you, however we do recognise that mobile number portability allows you to retain the use of your Mobile Number if you decide to port;</p>	<p>14.1</p>	<p>Your ability to use a Mobile Device or a SIM Card for making telephone calls, browsing the internet or receiving messages depends on your Mobile Device and SIM card being in good working order, as well as the telephone networks that you use. If you use your Mobile Device or SIM Card to connect to the internet, you might become exposed to computer viruses and other risks, including people trying to hack into your information, listen to your calls, intercept your messages, or obtain your passwords and your identity details in order to commit theft or fraud. You agree that we will not be responsible or liable or have to pay you any compensation should any of these things happen, and it is your own responsibility to take to the necessary steps to protect yourself against all of these sorts of risks. We cannot, and do not, guarantee that other people or websites will not be able to determine your personal</p>	<p>16.2 Unless stated otherwise, all prices and Charges applicable to the Packages are inclusive of Value Added Tax ("VAT") and any other applicable tax or duty. 16.3 We may change the terms of your Package as a result of changes in taxes, laws, regulations, terms of the license issued to the Operator, terms of any contract between the Operator and any other telecommunications service provider, or in any similar circumstances.</p>	<p>16.13.1 by hand or by email during normal business hours of TFG, at the receiving person's domicilium address. Unless the opposite is proved, an email will be presumed to have been received 48 (forty-eight) hours after the time that it was sent. A hand delivered notice will be presumed to have been received at the time of delivery; or 16.13.2 by prepaid registered post from an address in South Africa to the receiving person's postal address for the time being and such notice or payment will be presumed to have been received by the addressee on the 7th (seventh) day after the date of posting. You must make sure that you keep proof that you sent the notice.</p>
<p>9.3.5 will not, and will not allow any other person to reverse engineer, decompile, modify or tamper with the software contained in, or relating to, any SIM Card.</p>	<p>14.1</p>	<p>Your ability to use a Mobile Device or a SIM Card for making telephone calls, browsing the internet or receiving messages depends on your Mobile Device and SIM card being in good working order, as well as the telephone networks that you use. If you use your Mobile Device or SIM Card to connect to the internet, you might become exposed to computer viruses and other risks, including people trying to hack into your information, listen to your calls, intercept your messages, or obtain your passwords and your identity details in order to commit theft or fraud. You agree that we will not be responsible or liable or have to pay you any compensation should any of these things happen, and it is your own responsibility to take to the necessary steps to protect yourself against all of these sorts of risks. We cannot, and do not, guarantee that other people or websites will not be able to determine your personal</p>	<p>16.4 We may monitor and record all phone calls and other interactions with you 16.5 We may amend or replace these Terms at any time and you will be bound to any changes made, and in such an event, a new agreement will not automatically come into being between us.</p>	<p>16.14 You may not give any written notice to us by SMS but we may give you written notice by SMS. 16.15 Notwithstanding anything to the contrary contained in this Agreement, any notice given by One2One or TFG to you that is actually received by you shall be adequate notice to you unless otherwise required by any provision of this Agreement. 16.16 The Packages are provided by MTN and subject to the terms as set out by MTN from time to time which can be viewed at <a href="http://www.mtn.co.za">www.mtn.co.za</a>.</p>
<p>9.4 You expressly authorise and permit us to debit your TFG account with the amount of any damages that we may reasonably determine ourselves to have suffered as a result of any breach by you of any of the warranties or undertakings given by you in terms of this Agreement.</p>	<p>14.1</p>	<p>Your ability to use a Mobile Device or a SIM Card for making telephone calls, browsing the internet or receiving messages depends on your Mobile Device and SIM card being in good working order, as well as the telephone networks that you use. If you use your Mobile Device or SIM Card to connect to the internet, you might become exposed to computer viruses and other risks, including people trying to hack into your information, listen to your calls, intercept your messages, or obtain your passwords and your identity details in order to commit theft or fraud. You agree that we will not be responsible or liable or have to pay you any compensation should any of these things happen, and it is your own responsibility to take to the necessary steps to protect yourself against all of these sorts of risks. We cannot, and do not, guarantee that other people or websites will not be able to determine your personal</p>	<p>16.6 This Agreement is the whole agreement between you and us in relation to its subject matter. No other representations, warranties, promises or statements have been made by us or any dealer or so-called agent/s of us other than those expressly set out in this Agreement. 16.7 No leniency or extension of time that we may show to you from time to time, will in any way prejudice us or prevent us from exercising any of our rights or be regarded as a waiver of any of our rights.</p>	<p>16.14 You may not give any written notice to us by SMS but we may give you written notice by SMS. 16.15 Notwithstanding anything to the contrary contained in this Agreement, any notice given by One2One or TFG to you that is actually received by you shall be adequate notice to you unless otherwise required by any provision of this Agreement. 16.16 The Packages are provided by MTN and subject to the terms as set out by MTN from time to time which can be viewed at <a href="http://www.mtn.co.za">www.mtn.co.za</a>.</p>
<p>9.5 All Value Added Services are provided at the discretion of MTN and we may withdraw them at any time on notice to you if required to do so by MTN. If we are obliged to withdraw any Value Added Service that incurs a Charge, then no Charges for such Value Added Service will be charged to you after the withdrawal thereof. Where you subscribe to a Package that includes any free Value Added Services, we will be allowed, on notice to you, to change, withdraw or substitute any free Value Added Service, without reducing any of the Charges or without refunding you.</p>	<p>14.1</p>	<p>Your ability to use a Mobile Device or a SIM Card for making telephone calls, browsing the internet or receiving messages depends on your Mobile Device and SIM card being in good working order, as well as the telephone networks that you use. If you use your Mobile Device or SIM Card to connect to the internet, you might become exposed to computer viruses and other risks, including people trying to hack into your information, listen to your calls, intercept your messages, or obtain your passwords and your identity details in order to commit theft or fraud. You agree that we will not be responsible or liable or have to pay you any compensation should any of these things happen, and it is your own responsibility to take to the necessary steps to protect yourself against all of these sorts of risks. We cannot, and do not, guarantee that other people or websites will not be able to determine your personal</p>	<p>16.8 We may monitor and record all phone calls and other interactions with you 16.9 We may amend or replace these Terms at any time and you will be bound to any changes made, and in such an event, a new agreement will not automatically come into being between us.</p>	<p>16.14 You may not give any written notice to us by SMS but we may give you written notice by SMS. 16.15 Notwithstanding anything to the contrary contained in this Agreement, any notice given by One2One or TFG to you that is actually received by you shall be adequate notice to you unless otherwise required by any provision of this Agreement. 16.16 The Packages are provided by MTN and subject to the terms as set out by MTN from time to time which can be viewed at <a href="http://www.mtn.co.za">www.mtn.co.za</a>.</p>
<p><b>10 Migration</b></p>	<p><b>17</b> 17.1</p>	<p><b>Contact Information</b> If you have any service problems or compliments please contact us as follows: 17.1.1 Call us on 0860 663 663; or 17.1.2 Email: <a href="mailto:customer@one2one.co.za">customer@one2one.co.za</a></p>	<p>16.8 We may monitor and record all phone calls and other interactions with you 16.9 We may amend or replace these Terms at any time and you will be bound to any changes made, and in such an event, a new agreement will not automatically come into being between us.</p>	<p>16.14 You may not give any written notice to us by SMS but we may give you written notice by SMS. 16.15 Notwithstanding anything to the contrary contained in this Agreement, any notice given by One2One or TFG to you that is actually received by you shall be adequate notice to you unless otherwise required by any provision of this Agreement. 16.16 The Packages are provided by MTN and subject to the terms as set out by MTN from time to time which can be viewed at <a href="http://www.mtn.co.za">www.mtn.co.za</a>.</p>
<p></p>	<p></p>	<p></p>	<p></p>	<p><b>Unless we hear from you within 7 (seven) days of receiving this Agreement, we will assume you have read and accepted the terms contained herein.</b></p>