

T&Cs

1. DEFINITIONS

- 1.1. "this Agreement" means this agreement, once accepted by you and us, the acceptance being activation of the sim card, or in a manner which we deem appropriate from time to time;
- 1.2. "Airtime" means cellular airtime, messaging platforms, and data bundling;
- 1.3. "Customer Services" means our Customer Services department which you can contact on 0860 30 40 50 at normal share call rates (or by dialing 135 free from your Boxercom number);
- 1.4. "Network Operator" means any person licensed to operate an electronic communications network using cellular technology, in South Africa;
- 1.5. "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;
- 1.6. "Personal Information" means data that can be used to identify a person and is defined as information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person;
- 1.7. "Port" or "Porting" means when we transfer your phone number from another Network Operator to Boxercom or from Boxercom to another Network Operator, if you have a valid Agreement with us;
- 1.8. "Port-out" means when you leave the Boxercom network and take your phone number with you to another Network Operator;
- 1.9. "RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2000, as amended;
- 1.10. "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;
- 1.11. "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;
- 1.12. "we", "us" and "our" means Boxer Retailers (Proprietary) Limited, its affiliates, subsidiaries or its successors-in-title;
- 1.13. "Website" means www.pnp.co.za/pnmobile; and
- 1.14. "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 prepaid Services to you.
- 2.2. By activating the SIM purchased by you, you will be requesting us to give you access to our Services on the terms of this Agreement and our acceptance in this way will result in a binding agreement between us.

3. CONSENT FOR MARKETING

- 3.1. This permission does not prevent you from opting out of receiving marketing information from Boxercom (or opting in again) at any time in the future and is subject at all times to Your privacy rights and obligations in terms all applicable legislation to register a preemptive block.

4. OUR SERVICES

- 4.1. We will take all reasonable steps within our control to provide to you our Services in terms of this Agreement.
- 4.2. Our Services are only available within the range of base stations that make up the Network.
- 4.3. 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.
- 4.4. 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.

5. CHARGES

- 5.1. We will charge you for telephone calls you make and SMS's you send, data you access and content you download at the rates which will be available to you. See Table A below, or visit the rates table on www.pnp.co.za/pnmobile
- 5.2. You must pay all taxes, including VAT associated with the Services which we provide to you.

6. CHANGES IN PRICE

- 6.1. We may change the prices which you pay for Services at any time.
- 6.2. If we change our prices, we will give you at least 30 days' notice.

7. PORTING

- 7.1. It is possible to move your number from another network in South Africa, to join Boxercom and keep your number, which we call 'Porting'.
- 7.2. It is not possible to move any balance in your account from another Network to Boxercom, so we recommend you deplete your remaining balance before you Port In.
- 7.3. It is also possible to Port to another Network from Boxercom.
- 7.4. It is not possible to move any balance in your account from Boxercom to another Network, so we recommend you deplete your remaining balance before you Port Out.
- 7.5. We recommend calling our Customer Service on 135 from your Boxercom number, or 0860 30 40 50 from any other number, as the easiest way to Port.

8. EXCLUSIONS

- 8.1. 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.

9. INDEMNITY AND WAIVER

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.
- 9.4. We will also be entitled to terminate this Agreement if:
 - 9.4.1. our Network Operator partner no longer makes the Network available to us; and/or
 - 9.4.2. we are ordered by ICASA to do so.

10. GENERAL

- 10.1. Any abuse whatsoever of the Boxercom service by any person constitutes a criminal offence and Boxer reserves the right to deactivate such person's SIM and Boxercom accounts.
- 10.2. We reserve the right to change the terms and conditions in this agreement with 30 days' notice to you.
- 10.3. Any concession or extra time we allow you doesn't affect our rights under this Agreement.
- 10.4. You agree that this Agreement will be interpreted and governed according to the laws of South Africa.
- 10.5. 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
- 10.6. 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.
- 10.7. Should you fail to actively use your pre-paid sim for 3 consecutive months (90 days), we reserve the right to: permanently deactivate your line and you will forfeit any associated airtime, value-added services or rewards.