

Pay As You Go T's & C's

1. Important Notices

This Agreement contains the Terms and Conditions on which Eswatini Mobile Ltd provides telecommunication services to you, our valued Customer.

- 1.1 This Agreement replaces all prior Terms and Conditions previously agreed between you and Eswatini Mobile that relate to the same subject matter as this Agreement.
- 1.2 These terms and conditions are applicable to PAYG Customers only. Eswatini Mobile reserves the right to alter or withdraw any deals advertised without notice. For more details ask in store or visit www.eswatinimobile.com

2. Definitions

- 2.1 In this Agreement, certain words and phrases appearing in Title Case are given particular meanings. These words and phrases and the meanings they are intended to have are recorded below –
 - 2.1.1 "Activation Date" shall mean the date of the activation of the SIM card on the Network;
 - 2.1.2 "Agreement" shall mean these terms and conditions.
 - 2.1.3 "Business day" shall mean any day other than a Saturday, Sunday or official holiday.
 - 2.1.4 "Call Charge" shall mean the amount of money charged to you for a specified amount of call time or use of Eswatini Mobile's data services (such as internet browsing or content downloads) as set out in the Tariff plan from time to time;
 - 2.1.5 "Cellphone Number" shall mean the number allocated to you for the purposes of making use of the Services, also known as the Mobile Station Integrated Services Digital Network Number;
 - 2.1.6 "Customer" shall mean the natural or juristic person entering into this Agreement with Eswatini Mobile;
 - 2.1.7 "Devices" means any mobile, transportable or portable cellular mobile terminal, handset, laptop, computer, modem or other Devices which is approved by the Regulatory Authority and which is capable of connection by radio interface to the Network;
 - 2.1.8 "Network" shall mean the public mobile telecommunications system operated and made available by Eswatini Mobile Ltd
 - 2.1.9 "Pre-paid Account" shall mean Pay as you go (PAYG);
 - 2.1.10 "Parties" shall mean Eswatini Mobile Limited and a Customer.
 - 2.1.11 "Regulatory Authority" shall mean the Eswatini Communications Communication (ESCCOM) or any similar authority that is established in the future to perform or take over the functions of ESCCOM.
 - 2.1.12 "The services" shall mean:

- 2.1.12.1 The cellular telecommunications service provided by means of the Network as well as such other additional related services or equipment;
- 2.1.13 “SIM card” shall mean the Subscriber Identity Module Card allocated to you to enable you to gain access to the Network by using the SIM card in the Devices;
- 2.1.14 “Esim” shall mean a digital SIM that allows you to gain access to the Network without having to use a physical SIM.
- 2.1.15 "Eswatini Mobile" shall mean Eswatini Mobile Ltd with whom you have entered into this Agreement for the provision of the Services;
- 2.1.16 "Tariff" shall mean the tariff of charges and fees (monetary amounts) payable by you to Eswatini Mobile in respect of the Services, as published by Eswatini Mobile from time to time.
- 2.1.17 "Top Up" shall mean the loading of airtime;

3. Provision of the Services

- 3.1 Subject to the terms and conditions set out in this Agreement, Eswatini Mobile shall activate the SIM card and maintain the availability of the Services to you throughout the duration of this Agreement.
- 3.2 The service quality and coverage available to you shall be limited to that provided by the Network in accordance with the requirements of the Electronic Communications Act, No. 9 of 2013 or as amended) and any Regulatory Authority requirements. 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.

4. Commencement and termination

- 4.1 This Agreement will start on the Activation Date and, subject to the terms and conditions of this Agreement shall continue indefinitely.
- 4.2 Despite clause 4.1, the Customer will be deemed to have terminated this Agreement by not using the services for a period of 90 days. Eswatini Mobile also reserves the right to terminate this agreement. Eswatini Mobile may terminate this agreement if the Regulator or any other law enforcement agencies deems it proper to do so.

5 Provision of the Services

- 5.1 In order to receive your new Cellphone number and activate your SIM Card found in your Starter Pack, you must register your SIM Card, in terms of the provisions of Eswatini Communications Commission (Subscriber Registration Regulations, 2016).
- 5.2 Once your SIM Card has been VELA'd, insert your SIM into your Cellphone and you will be connected to our Service.

- 5.3 Subject to these terms and conditions, Eswatini Mobile shall activate the SIM card and maintain the availability of the Services to you whilst your SIM Card is active on the Network.

6. Value-Added Services

You acknowledge and agree that should you subscribe to any Value-Added Services, the provision of such Value-Added Services by Eswatini Mobile will be subject to Eswatini Mobile's standard terms and conditions applicable to those services from time to time with which you undertake to make yourself familiar with.

7. Disclosure of Information

- 7.1 You consent that Eswatini Mobile may, to the extent permitted by law, receive or disclose your personal information.
- 7.2 Despite any part of these terms and conditions that may indicate otherwise, Eswatini Mobile shall be entitled to utilize your detailed call records for any lawful purpose including but not limited to tracing and/or collection purposes.

8. Your Acknowledgement

You acknowledge and agree that -

- 8.1 The service quality and coverage available to you shall be limited to that provided by the Network in accordance with the requirements of the Electronic Communications Act, (or as amended) and the Regulatory Authority requirements. 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
- 8.2 to the extent permitted by law, Eswatini Mobile shall not be liable for non-availability of the Services.

9 Liability

- 9.1 You indemnify and hold Eswatini Mobile and each company connected to Eswatini Mobile harmless against any expense, loss, claim, harm or damage brought against, suffered or sustained by you or any third party, which arises directly or indirectly out of a breach of these terms and conditions by you or by your use of the Services and/or the Apparatus, other than in respect of losses caused by the gross negligence or intentional misconduct of Eswatini Mobile or any company connected to Eswatini Mobile or any of their respective employees, directors or agents.

9.2 Without affecting the generality of 9.1 above, Eswatini Mobile shall not be liable to you for any breach of these terms and condition or failure on Eswatini Mobile's part to perform any obligations as a result of technical problems relating to the Network, termination of any licence to operate or use the Network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier, agent or sub-contractor, industrial disputes or any other cause beyond the control of Eswatini Mobile.

10 Your Undertakings

You shall -

- 10.1 Comply with all instructions issued by Eswatini Mobile which concern your use of the services, the Apparatus or related matters;
- 10.2 Not be entitled to commercially exploit the services in any manner whatsoever without Eswatini Mobile's prior written consent, including without limitation, the provision of telephony services to third parties;
- 10.3 Provide Eswatini Mobile with all such necessary information as Eswatini Mobile may, in its sole discretion, reasonably and lawfully require;

11 Suspension/Disconnection

- 11.2 Eswatini Mobile may from time to time, by giving you advance notice where reasonably practicable and dependent on the circumstances, suspend the Services or disconnect your Cellphone Number from the Network for a period to be determined by Eswatini Mobile, in any one of the following circumstances -
 - 11.2.1 if the Service has not been used by you for a period in excess of 90 days (three months).
 - 11.2.2 during any technical failure, modification or maintenance of the Network;
 - 11.2.3 if you fail to comply with any of these terms and conditions;
 - 11.2.4 if so directed by the Regulatory Authority; or
 - 11.2.5 in any other instance specifically provided for in these terms and conditions.
- 11.3 Having regard to the circumstances at the time of suspension, disconnection or reconnection, as the case may be, Eswatini Mobile shall be entitled to levy a reasonable fee in respect of such suspension, disconnection and/or any reconnection.

12 Communication

You hereby consent to the dispatch or transmission by Eswatini Mobile of all and any necessary communications in terms of the Electronic Communications and Act or

subsequently enacted and relevant legislation. You are entitled to inform Eswatini Mobile if you do not wish to receive any communications for purposes of direct marketing and in this instance, Eswatini Mobile will desist from circulating any further such material to you.

13 Disputes

Any dispute relating to Eswatini Mobile Network may be referred to the ESCCOM for determination.

14 Lost or Stolen SIM Cards or Cellphones

14.2 You are responsible for the safekeeping of your SIM Card and Cellphone or Apparatus.

14.3 You must notify us immediately if you realise your SIM Card, Cellphone or Apparatus has been lost or stolen.

14.4 You must also, within 24 (twenty-four) hours of you realising that your SIM Card, Cellphone and/or Apparatus has been lost or stolen, report this to the Royal Eswatini Police Services.

15 Password and/or One Time PIN

If you have a password or One Time PIN (OTP) sent to your SIM Card or stored on your Cellphone or Apparatus, you undertake to keep it secure and undertake that no other person shall use the Service utilising your password or OTP, and you acknowledge further that you are responsible for ensuring that no unauthorized access to the password or OTP is obtained, and that you will be liable for all such activities conducted pursuant to such use, whether authorised or not.

16 Governing Law

These terms and conditions will be governed by and construed in accordance with the laws of Eswatini. All disputes between the parties as to the validity, execution, performance, interpretation or termination of this Contract will be submitted to the jurisdiction of the Magistrate Courts of Swaziland.

17 General

17.1 These terms and conditions are severable, in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction, then such

provision shall be deemed to have been deleted without affecting the remaining provisions of the terms and conditions.

- 17.2 Our failure to exercise any particular rights or provision of these terms and conditions shall not constitute a waiver of such right or provision, unless acknowledged and agreed to by us in writing.
- 17.3 Any amended terms and conditions published in any media, or on the Eswatini Mobile website www.eswatinimobile.com will form part of the terms and conditions of the Service, to which terms you agree to be bound.