

Vodacom Service Provider Company (Pty) Ltd

These terms shall be governed by the terms and conditions contained in the General Terms and Conditions and shall be deemed to be incorporated therein by reference. For the avoidance of doubt, the terms contained in this Service Schedule shall be read together with the General Terms and Conditions as if specifically incorporated therein.

1 General

- 1.1 Please select only one option. If there is more than one option selected the upgrade will not be processed.
- 1.1 Unless specified, all cell phones on the above quotations do not include accessories (e.g. Camera's, Walk & Talks, Car kits etc).
- 1.2 Special offers including discounted subscription may be subject to Call Line Identification Presentation (CLIP) R9.50 per month for the duration of the discounted subscription period, subject to change from time to time.
- 1.3 Should no stock be available, the discounted subscription will still apply until delivery of the handset has been made.
- 1.4 The above-mentioned prices are only valid for fourteen (14) days, subject to stock availability.
- 1.5 A copy of the account holder's ID is required to process this application. If you are not the account holder, kindly ensure that this document is signed by the account holder and faxed back with a copy of the account holder's ID. (Each page must be signed).
- 1.6 If this is a business account, please ensure that an authorized business representative signs and faxes an official order back to us with this document. (Each page must be signed).
- 1.7 All orders are subject to an administration fee of R150-00 (incl, VAT).
- 1.8 If your phone is issued to you by one of our approved Vodacom outlets, kindly pay the above total plus the administration fee directly to the Dealer.
- 1.9 Please note that any discounts applicable prior to this upgrade will not automatically apply to the new 24 month extended contract, unless written proof of eligibility is produced. (Kindly fax together with upgrade order).

2 Additional Information

- 2.1 Please ensure that your cell phone is insured for the full replacement value, if you are currently insured with our insurance partners Cellsure, please contact them on 011 844 2600 or 082 1952 (free from your Vodacom number) to verify that your current insurance band covers your newly upgraded handset.
- 2.2 If you have signed up on a 24 month contract you will be eligible for upgrade on the 22nd month of the 24 month contract.
- 2.3 If you have signed up on a 36 month contract you will be eligible for upgrade on the 34th month of the 36 month contract.
- 2.4 Kindly keep a copy of this quotation and supporting documentation for future reference.
- 2.5 Only one upgrade in a 24-month period is permitted. Any additional upgrades during that period will be charged at the full retail price
- 2.6 Should you be changing to another tariff package, kindly request migration information from the Call Centre on 082 111, or in store.

3 Terms and Conditions

The acceptance of this authorises Vodacom Service Provider (VSP) to

- 3.1 To extend my contract for a further 24 months upon receipt or

delivery of the goods/equipment (if deal selected is a 24 month contract) from the expiry date of my existing contract or today's date if my contract has already expired.

- 3.2 To extend my contract for a further 36 months upon receipt or delivery of the goods/equipment (if deal selected is a 36 month contract) from the expiry date of my existing contract or today's date if my contract has already expired.
- 3.3 The upgrade date is only effective upon receipt or delivery of the goods/equipment and the package migration is only effective on the first day of the next calendar month
- 3.4 Bundle package migrations only take effect on the last calendar day of the month upon receipt or delivery of goods/equipment
- 3.5 Debit my bank account with the above amount/s. (only if the cell phone was supplied by VSP)
- 3.6 The Customer hereby consents to the dispatch or transmission by VSP of all and any necessary communications (excluding communications for the purposes of direct marketing as defined in the Consumer Protection Act) in terms of the Electronic Communications and Transactions Act 25 of 2002 or subsequently enacted and relevant legislation. The Customer is entitled to inform VSP if he/she does not wish to receive any communications for purposes of direct marketing and in this instance, VSP will desist from circulating any further such material to the Customer.
- 3.7 For all free minutes and bundle expiration terms and conditions please refer to www.vodacom.co.za
- 3.8 For reduced subscription contracts, once the contract term date has been reached, the contract will revert back to the conditions of a normal deal and reduced subscriptions will no longer apply.
- 3.9 No Amendments to Terms and Conditions are permitted.
- 3.10 Should you accept this quote you can sms the keyword UG to 31050 to request information for the Next Upgrade Date.

4 Device Warranty

- 4.1 Handsets (excluding iPhone) / data cards / modems
 - 4.1.1 The warranty from date of purchase lies with the relevant handset manufacturers for the duration of the implied warranty period between 12 and 24 months, dependant on manufacturer.
 - 4.1.2 An "Out-Of-Box Failure" (OBF) is defined as a new handset / data card / modem that is found to be technically faulty within 7 (seven) days of purchase.
 - 4.1.3 The OBF requirements are defined by the applicable manufacturers. Vodacom will operate in accordance with such requirements and specifications for devices originally purchased through the Vodacom Service Provider warehouse.
 - 4.1.4 Kindly refer to your Manufacturer User Guide for additional information. It is advisable to keep this guide in a safe place.
 - 4.1.5 Please Note: Terminology used to refer to OBF's may vary from manufacturer to manufacturer (e.g DAP - Defective After Purchase).
 - 4.1.6 Should a device not meet the OBF criteria and is in the range of devices that Vodacom Repairs are authorised to repair, the standard repair process will apply in terms of resolving the reported fault.
 - 4.1.7 OBF terms and conditions:
 - 4.1.7.1 Items must be returned within 7 (seven) calendar days from date of purchase on official invoice (proof of purchase).
 - 4.1.7.2 Original invoice (proof of purchase) as received at point of sale must be supplied.
 - 4.1.7.3 All handsets must be assessed by a Vodacom Repairs Technician for any faults reported by the client before being exchanged. This assessment may take up to 5 calendar days.

- 4.1.7.4 Devices that meet the OBF criteria but are faulty due to software issues (incorrect version of software) and that can be resolved by way of a software upgrade are not considered OBF at this stage in the OBF resolution process.
- A software upgrade will be performed free of charge in an attempt to resolve the fault.
 - Should this software upgrade fail to resolve the fault and the device renders faulty within 7 days of the software upgrade and/or still within a 14 calendar day period from date of purchase/delivery, the device will be approved as an OBF.
- 4.1.7.5 All data cards must be assessed by a Vodacom Data Specialist / Vodacom Repair Technician to confirm fault/s (report may be requested) before an exchange can be made.
- 4.1.7.6 Items that qualify as OBF will only be swapped for the same make and model.
- 4.1.7.7 The original contents of the "box", (handset, original battery, original charger, original antenna, manual and any other accessories) must be complete and packaging intact / in good condition.
- 4.1.7.8 The IMEI number on the box must match the IMEI number on the device.
- 4.2 iPhone devices
- 4.2.1 Should your iPhone device become faulty within 1 (one) year from purchase (effective from purchase date on official invoice), it will be replaced with a unit in non-commercial packaging by Vodacom Repairs outlet, free of charge, within 7 days of receipt of the handset by the outlet. Replacement units will carry a 3 (three) month warranty if replaced in month 10, 11 or 12 of year 1 (one) from original purchase date.
- 4.2.2 Please note that should you need to exchange your faulty iPhone device you must retain the original box and accessories as ONLY the unit will be replaced
- 4.2.3 Please refer to the information leaflet contained in the iPhone device box for additional important information regarding your iPhone unit. Kindly access <http://www.apple.com> for comprehensive information regarding the features and specifications of your iPhone device.
- 4.3 Laptops & desktops
- 4.3.1 The Computer (Laptop or Desktop) is supplied with a pre-loaded Windows Operating System, but without any additional software. Please be advised that the computer is not pre-loaded with anti-virus software and that is your responsibility to ensure your computer is protected at all times.
- 4.3.2 The Computer (Laptop or Desktop) is not covered by the Vodacom Device Warranty Agreement. The warranty is provided by the manufacturer thereof. Kindly refer to Manufacturer Information Booklets that accompany the product.
- 4.4 Physical damage - all devices
- 4.4.1 There must be no physical damage on the product or its accessories or any signs of neglect due to physical abuse, liquid damage, screen scratches, dents or marks.
- 4.4.2 Please Note: Physical damage (including seemingly trivial surface scratches, marks etc.) could result in an OBF claim being rejected. In the event that you experience a problem with your new device, you are encouraged to return it to the outlet as soon as possible to reduce the risk of an OBF rejection due to physical damage.

5 Disclaimer Of Warranties

- 5.1 The Customer acknowledges and agrees that the use of the Service is at the sole risk of the Customer. Neither VSP and/or Vodacom, nor their agents, employees, suppliers, licensors and/or third party content providers ("VSP associates") warrant that the Service will be uninterrupted or error-free.
- 5.2 Neither VSP and/or Vodacom nor the VSP associates make any warranty as to the results to be obtained from the use of the Service and the Service is made available to the Customer on an "as-is" and "as-available" basis without warranties of any kind, either express or implied, including without limitation, warranties of merchantability, fitness for a particular purpose, accuracy or completeness of informational content, non-infringement or otherwise.
- 5.3 VSP does not represent, warrant or guarantee or assume any responsibility for the quality of the Service or of the signals or the data transmitted as part of the Service and shall not be liable for any loss, cost, claim, damage or expense which may be caused by weak signals and/or data lost.

6 Data Retention

- 6.1 VSP shall retain all data either provided by the Customer or generated through the provision of the Service ("Customer Data") as well as all information relating to the Customer in terms of its categorisation within a group or type based on various demographic, psychographic and/or geographic characteristic ("Customer Profile Data").
- 6.2 VSP may, to the extent permitted by law, receive or disclose the Customer Profile Data, including personal information, documents, detailed usage records, credit profile information and/or any other credit information.
- 6.3 VSP may, to the extent permitted by law, receive or disclose the Customer Data to any law enforcement agencies that require the information for the prevention or investigation of criminal activities.

7 VSP'S Right

- 7.1 The parties specifically record and agree that all rights conferred on VSP under this Service Schedule in respect of any matter or event shall be additional to any rights conferred on VSP under the General Terms and Conditions.