

Userverse Data SIM Cards Terms and Conditions

THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS NEED TO BE READ IN CONJUNCTION WITH THE GENERAL TERMS AND CONDITIONS. WHERE ANY DISCREPANCY OCCURS, THE PROVISIONS OF THESE PRODUCT-SPECIFIC TERMS AND CONDITIONS SHALL APPLY.

1. Definitions & Interpretation

Unless a contrary intention clearly appears, the following terms shall have the following meanings:

- 1.1. APN means Access Point Name.
- 1.2. Anytime Data means data allocated for use at any time during the day OR night
- 1.3. "Customer" or "Client" means a South African citizen or a person with a valid passport, 18 years or older.
- 1.4. "Device" means any device approved by Userverse, MTN which can change from time to time;
- 1.5. "Monthly Allocation" means the commencement value of the Client's Data balance at the commencement of each Calendar Month according to the Client's selected Service package.
- 1.6. "MTN" means MOBILE TELEPHONE NETWORKS (PROPRIETARY) LIMITED Registration No. 1993/001436/07 but may refer to MTN, Mobile Telephone Networks, MTN SA, MTN Group, MTN (PTY) LTD, or any other trading name or subsidiary associated with this entity.
- 1.7. NightOwl Data means data allocated that is only useable between 12:00am midnight and 5:59am in the morning
- 1.8. SIM-Card" or "SIM" the Subscriber Identity Module allocated to a user to gain access to the network and has the meaning given to it in RICA.
- 1.9. GPRS means Global Packet Radio Service.
- 1.10. "Monthly Allocation" means the commencement value of the Client's Data balance at the commencement of each Calendar Month according to the Client's selected Service package.
- 1.11. Data Cap means the amount of data allocated as part of the package subscription (E.g., 1GB is allocated on the package and once the 1GB is depleted additional data would need to be purchased or out of bundle usage will apply.
- 1.12. Equipment means the hardware, including but not limited to a modem, router or Smartphone, which will be used by the subscriber.
- 1.13. GB means Gigabyte. 1024 MB equals 1 GB.

- 1.14. In-Bundle means the allocated data included as part of the subscription being used. This will differ based on the size of the package applied for.
- 1.15. Kbps means kilobits per second.
- 1.16. KB means Kilobyte.
- 1.17. MB means Megabyte. 1024 KB equals 1 MB.
- 1.18. Mbps means Megabits per second.
- 1.19. Migration means moving to a package, of the same technology, of either a lower or higher subscription value.
- 1.20. Network means the mobile telecommunication network and/or the wireless platform for Internet and/or voice services that is resold by the Supplier.
- 1.21. Network Coverage means the geographical area within which the Mobile Network operator data services can be accessed and used by the subscriber.
- 1.22. "Promotion" or "Promotion Package" means any promotion or promotion package offered by Userverse on this Service as further set out in clause 9
- 1.23. Top up means the data bundle purchased for use after the in-bundle data has been depleted.
- 1.24. RICA means the Regulation of Interception of Communication Act.
- 1.25. "Service/s" means the fixed LTE wireless services offered by MTN within the Coverage Area and will be limited to Data Services only.
- 1.26. "Service Packages" means the data Service Packages offered by Userverse.
- 1.27. "SIM-Card" or "SIM" the Subscriber Identity Module allocated to a user to gain access to the network and has the meaning given to it in RICA.
- 1.28. "Top-up" means to purchase additional services from the Userverse such as Data.
- 1.29. Userverse reserves the right to change the terms and conditions at any time without notice.

2. Specific provisions pertaining to all Userverse Fixed Data products

- 2.1. The products are dependent on the network coverage of the Mobile Operator, over which the supplier has no control and makes no guarantees.
- 2.2. Network coverage is dependent on the cellular network utilized and may vary according to subscriber congestion.
- 2.3. The service is a best effort service, and the speed of uploads and downloads is indicative and

- dependent on various factors, such as signal strength, distance from the cellular towers, congestion of the cellular towers etc.
- 2.4. The Service is intended to be delivered to the address provided during registration and service signup and which is served by the closest LTE Base station on the Fixed LTE Network, after which the SIM will be locked to this base station.
 - 2.5. Fixed LTE
 - 2.6. Because this is a Fixed service the SIM cards will be locked to Base Stations/Location to prevent SIM movement / mobility. If the SIM is moved outside the area to which it is locked, it will be soft locked and will not work at all. The SIM will automatically start working as soon as it moves back into the area to which it is locked.
 - 2.7. The Customer is allowed one free-of-charge requested SIM lock movement per annum for instances where such customer re-locates. If a SIM is found to be mobile frequently, it will be blocked and suspended by Userverse.
 - 2.8. If a customer changes their physical location from an area with MTN Fixed LTE coverage to another with MTN Fixed LTE coverage, the customers will be required to give Userverse a 30-days' notice before moving can be affected, and furthermore Userverse will only allow the customer to move to a maximum of 4 (four) times in a one-year cycle. In an instance where a customer changes location to an area that does not have Userverse services then that customer, he/she must cancel their service with Userverse
 - 2.9. Subscribers wishing to use their own hardware, must ensure they have the following:
 - 2.9.1. An approved device as per section 5.
 - 2.9.2. Must have the administrator login details of the device in order to change the APN to `ws.uvfixedlte.fwa`.
 - 2.10. The Portal Username and password combination may be sent automatically, via email and/ or SMS message upon provisioning of the service, to the subscriber.
 - 2.11. Concurrency is limited to one connection per username and/or SIM card.
 - 2.12. International roaming is disabled by default on all SIM cards provided to Userverse Fixed Data customers.
 - 2.13. Uncapped:
 - 2.13.1. Only the standard **fixed LTE uncapped** package at R779.00 is subject to a monthly threshold

of 1TB. Once you've reached your monthly data limit, your connection speed will be limited to 1Mbps for the remainder of the month.

3. Specific provisions pertaining to the Userverse Fixed Data Month to Month product

- 3.1. Userverse Fixed data services are sold on a month-to-month basis. (30 Days), in the event that a customer takes Userverse Fixed LTE service after the 1st of the month, Userverse will allocated the full package and should the data still be left after on last day of the month at 23h59. The data will reset because the data will not roll over.
- 3.2. Userverse Fixed data services price plans are offered on both Anytime Data and Night Owl Data. The Night Owl Data is available for use between 00:00 – 05:59 only.
- 3.3. Billing of the services will only commence once the SIM card has been delivered.
- 3.4. Billing and payments are Post Paid and billed in advance. Any additional hardware and services, including top ups will also be billed in advance
- 3.5. Subscribers will be capped once they reach their monthly limit, and there is no carry over on the base data quota.
- 3.6. Top Up Packages will be made available if a customer has reached their cap and requires additional data.
- 3.7. Top Up Packages expire after 30 (Thirty) days from date of purchase and will not roll over unless the expiry date falls in a consecutive month. Should a customer still be left after the new monthly allocation, then monthly allocation will be depleted first and then top up will thereafter.
- 3.8. Any unused Top-up Data shall be forfeited at 23h59 on the expiry date
- 3.9. In bundle usage and Top Up Package usage is rounded up to the nearest MB.
- 3.10. Upgrades and downgrades between products will be effective on the 1st of the following calendar month.
- 3.11. The supplier reserves the right to charge for delivery where circumstances require.
- 3.12. In bundle usage and Top Up Package usage is rounded up to the nearest MB.
- 3.13. All suspension or termination request will be processed within 5-7 business days.
- 3.14. Cancellations are subject to cancellation charges as per their relevant package chosen. The Customer may cancel the service at any time by giving Userverse a 30 days' notice. The notice must be communicated in writing to Userverse. Userverse reserves the right to recover any outstanding amounts including amounts recoverable in respect of promotional value received within the clawback period and the value of any equipment supplied, including lost or damaged equipment (replacement value at the time of cancellation).

4. Specific provisions pertaining to the Userverse Data product.

- 4.1. Userverse can remove by default the SIM card's ability to connect to the Public Internet APN on

- the respective Mobile Network, either by adding the required inhibitor service or by de-provisioning the SIM card from the relevant APN.
- 4.2. Should the customer request this from Userverse, in writing, that the Public Internet APN be added, or the inhibitor removed, all data usage charges which may arise from the SIM card connecting to the Public Internet APN will be billed to the customer account, in arrears, at the relevant rate charged by the Operator Userverse
 - 4.3. Any data usage charges arising from a connection or connections established by the SIM card to the Public Internet APN will be billed by Userverse the respective Network Operator at their standard Out of Bundle data rate per Megabyte or part thereof.
 - 4.4. Userverse reserves the right to recoup all VAS or Public Internet usage charges regardless of whether these charges are current or historical.
 - 4.5. The customer accepts liability for any additional billing which may arise from the use of the SIM card and remains responsible for the SIM card until Userverse receives instruction to Terminate the SIM card, or subscription related to the SIM card.

5. List of Approved Userverse LTE devices

- 5.1. Our routers are selected from only MTN approved devices so there will be no need to wonder if yours will be correct. If you are using your own, however, you will have to use one from the below list to ensure your new SIM card will work.
- 5.2. The Customer has two choices in respect of the router to be used:
 - 5.2.1. The Customer may choose to be on a SIM-only plan and purchase a price upfront from Userverse.
 - 5.2.2. The Customer may elect to a contract service with a free to use router as part of the package, at no additional fee.
 - 5.2.3. The router will remain the property of Userverse and at the end of the contract the router should be returned to Userverse.
 - 5.2.4. Failure to comply will result in a charge.

6. Delivery

- 6.1. Delivery Fee of R199.00 is payable on all sim cards and hardware ordered including but not limited to the free-to-use router and any additional hardware purchased. The delivery fee is payable in full on the first invoice.
- 6.2. Should a customer upgrade their connectivity service to a package that requires a different or upgraded router from Userverse a courier surcharge of R398 is applicable for unforeseen

hardware swap out carry costs (R199.00 collection fee of the current router and R199 delivery fee of the new router). In an instance where a customer is moving to a new residence, they customer can continue to use the original supplied free-to-use router/out right purchased router at their new address when migrating their connectivity service. If upgraded service is ordered for the new residence and requires an upgraded router, then Userverse will collect and delivery the new router for free.

- 6.3. Delivery in outlying areas may be delayed by 24 – 72 hours, as these areas are only serviced by the courier 1 -2 times a week
- 6.4. Delivery of Sim cards for sim changes will be delivered within 7 working days.

7. Fixed LTE Devices

- 7.1. Userverse will procure Devices approved and specified by MTN to provide the Services to the Client, where the hardware and SIM are purchased together from Userverse.
- 7.2. Should Userverse procure warranties for CPE Devices from the Device vendor it will pass such warranties on to the Client. Once the Client takes delivery of the Device, the risk and ownership thereof will pass to the Client.
- 7.3. Userverse reserves the right to substitute devices supplied as part of any promotion, where the device is discounted or free of charge. Userverse will make every effort to ensure that substitute devices are of fair equivalent value. Userverse may, at it's discretion, substitute a device after an order is placed, based on stock availability and any fluctuations which may affect it's ability to provide a previously advertised device.
- 7.4. Use of non-approved or non-certified devices may result in inability to connect or degraded service experience. Clients using such devices do so at their own risk, and Userverse assumes no liability should such usage result in an unsatisfactory service experience.
- 7.5. The following devices are approved devices:

7.5.1. HUAWEI

- **HUAWEI 5G CPE PRO 2**
- **HUAWEI B2368,**
- **HUAWEI B2368-22**
- **HUAWEI B2368-57**
- **HUAWEI B2368-66**

- HUAWEI B525S-23A
- HUAWEI B525S-65A
- HUAWEI B525S-95A
- HUAWEI B535-932
- HUAWEI B612-233
- HUAWEI B612-533
- HUAWEI B612S-25D
- HUAWEI B612S-51D
- HUAWEI B612S-52D
- HUAWEI B618S-22D
- HUAWEI B618S-65D
- HUAWEI B618S-66D
- HUAWEI B818-263

7.5.2. MIKROTIK

- MIKROTIK CHATEAU LTE12

7.5.3. TP-LINK

- TP-LINK ARCHER MR600(EU)2.0

7.5.4. VIDA

- VIDA CPE4000-PLUS
- VIDA CPE4000-PRO

7.5.5. ZTE

- ZTE 5G CPE MC801A
- ZTE MF286A
- ZTE MF286C
- ZTE MF286D
- ZTE MF286R

7.5.6. ZyXEL

- **ZYXEL LTE7460**
- **ZYXEL LTE7480-M804**

8. Device Warranty & Refunds Policy

- 8.1. Userverse has a 7-day device return policy. Devices can be returned for any reason during this period. Returned Units must be in the same condition as shipped (including all shipped packaging, parts and accessories) to be eligible for a refund or exchange. Returns that are incomplete or not in shipped condition will not be replaced with new units or be only partially replaced with refurbished or repurposed items.
- 8.2. The first return will be arranged and paid by Userverse (including collection and delivery of unit or replacement). Additional exchanges or returns will be for the Client's cost, and Userverse will not be liable to reimburse any costs. This will in no way impact the continued warranty provisions, and only relates to courier charges and logistics.
- 8.3. All manufacturer's warranties, for the repair or replacement of faulty units will be available to the Client. The warranty is limited to items covered by the manufacturer only. The warranty does not cover lightning damage, or any damage deemed to have been caused by the Client's misuse or mistreatment of the product (including damage due to improper return shipping of the product for exchange).
- 8.4. In the case of mobile devices, using incorrectly sized SIM cards, and any physical damage as a result, is deemed to be improper use or abuse of the product. This effectively voids the manufacturer's warranty and therefore will not be exchanged or returned. This further extends to the use of unapproved accessories or modifications which effectively void the warranty on the product. In such circumstances, Userverse will not be liable to repair or replace any such devices and no further correspondence will be entered into once the device is deemed to be out of warranty.
- 8.5. Repair or replacement of devices out of warranty will not be facilitated by Userverse, unless the Client is purchasing a new replacement device. This will also apply to the use of accessories (such as external antennae) or modifications which are not supported by the manufacturer and effectively void the warranty.
- 8.6. Userverse reserves the right to replace a router with a refurbished unit, which will be provided under existing warranty conditions.
- 8.7. Failure to abide by Userverse's policy can result in deductions to the claimed refund or rejection of claims for refund or exchange.

- 8.8. Userverse will not be liable for any damage to your router or any other electronic devices resulting from the incorrect use of PoE (Power over Ethernet) with any UPS that we stock. Any damage resulting from the incorrect use of PoE will void the manufacturer's warranty on your Userverse router.

9. Promotions

- 9.1. Userverse may offer a zero-rated or discounted Fixed Wireless LTE Device or 1 (one) Month free Data on any SIM Only Package, or any other related promotional packages from time to time upon a Client signing-up for specific Promotion Packages relating to this Service. This offer is subject to stock availability.
- 9.2. Userverse may limit the number of signups for any Promotion Package at any time (or on a case-by-case basis).
- 9.3. Userverse may end the Promotion without notice and is not obliged to offer the Promotion to new Clients should it end the Promotion and remove reference to the Promotion from its marketing (even if the Promotion was initially intended to run until a later date).
- 9.4. SHOULD ANY CLIENT ON A PROMOTION PACKAGE (EITHER THE FREE/DISCOUNTED DEVICE OR THE FREE/DISCOUNTED DATA PACKAGE) CANCEL THEIR SERVICE WITHIN 6 (SIX) CALENDAR MONTHS AFTER SIGNING UP IN TERMS OF SECTION 14(2)(b) OF THE CPA, THEY WILL BE SUBJECT TO A FIXED CANCELLATION FEE OF R1500 (ONE THOUSAND-FIVE-HUNDRED RAND). USERVERSE WILL NOT ACCEPT THE RETURN OF USED DEVICES IN LIEU OF THE FEE BEING LEVIED. NON-PAYMENT OF THE CANCELLATION FEE WILL BE VIEWED AS A BREACH OF USERVERSE'S GENERAL TERMS (PAYMENT AND PENALTIES) AND THE PROVISIONS OF THOSE TERMS WILL BE ENFORCED.**
- 9.5. Should a Promotional Package described in this clause 9 apply to the Services, the agreement will be treated as a fixed-term agreement under the provisions of section 14(1) of the CPA and section 14(3) of the CPA will apply.
- 9.6. Use of the Userverse Fixed Wireless product does not automatically qualify clients for promotions run by MTN directly. In general, any promotion, competition, special or discount offered directly by MTN will have no bearing upon Userverse's clients, unless explicitly stated by Userverse.

10. Payment and Penalties

- 10.1. Userverse reserves its rights to change its prices at any time on reasonable notice, which will not be less than 30 days, as per the minimum term of a month-to-month agreement.
- 10.2. Userverse only accepts Debit Order and Visa/Mastercard payments for month to month services and will only accept alternative payment under specific circumstances and only by prior arrangement at Userverse's discretion.
- 10.3. The Client's monthly debit orders of the Fee will be submitted monthly in advance on or about the first Business Day of the month. This will apply to both Debit Order Payments and Visa/Mastercard Payments.
- 10.4. Userverse will not accept any liability or responsibility for delays, suspensions or impact to Services due to use of non-approved payment methods by Clients.
- 10.5. If the Client's debit order bounces for any reason, Userverse reserves the right to resubmit the debit order at any time.
- 10.6. Non-payment of any Fee by its due date, whether as a result of unpaid Debit Orders, declined cards or any other cause may result in immediate suspension of Services (which may not be limited to the particular Service in question). Userverse retains the right to suspend any Services for non-payment, and to withhold such Services until all arrears are settled in full on any and all products and Services.
- 10.7. Services which have been suspended for non-payment of Fees will remain suspended until payment has been made and the Service is reconnected as described below. The Client will not be credited for data or Services that would otherwise have been available to the Client during the period of suspension.
- 10.8. If the Client remains in default of a monthly Fee for two consecutive calendar months, Userverse may terminate the agreement with immediate effect. The Client will remain liable for all Fees and charges for any period of suspension.
- 10.9. Should the Client settle the unpaid Fee they will be reconnected as described below.
- 10.10. Userverse may charge an Admin Fee for failed or returned payments, regardless of method of payment or the reason for non-payment. Such Admin Fees are payable immediately and in conjunction with the outstanding fees which resulted in non-payment. Admin Fees will be calculated on a sliding scale based on the number of incidents of non-payment on the Client's

payment record. Non-payment of Admin Fees will be considered non-payment and will be subject to the same terms. Once levied, Admin Fees are not recoverable or reversible, regardless of whether payment is made within the prescribed period.

- 10.11. If the Client's Services are suspended or terminated for any reason, including non-payment, Userverse may charge a Reconnection Fee for subsequent reactivation of services, where applicable. Reconnection Fees are payable in full before any services can be reactivated, once suspended. Userverse may charge multiple reconnections Fees where multiple products are affected and may charge "escalating" penalties for repeated non-payment offences. Any prior leniency shown in this regard will not prejudice Userverse's right to enforce such penalties in full at any time (within their discretion).
- 10.12. Reconnection of Services may be subject to a waiting period of up to 72 hours, at Userverse's discretion, regardless of when payment is received or cleared. In cases of suspension of Services due to non-payment, Userverse reserves the right to levy both Reconnection Fees and Admin Fees. Any and all penalty fees must be settled in full, prior to reconnection of affected services.
- 10.13. Both Admin and Reconnection fees will not exceed R400 (charged on a sliding scale based on the number of incidents of non-payment), and this amount is based on (but not limited to) a reasonable estimation of accumulated administrative costs (such as labour), bank penalties and resubmission charges levied by payment carriers.
- 10.14. In the case of billing disputes, the onus is upon the Client to raise such disputes in good time through the complaint's procedure set out in these Terms to prevent interruption of services while the billing is in dispute. Reparations will be made to Clients with successful disputes by means of an account credit or refund, at Userverse's discretion.
- 10.15. Userverse reserves the right to terminate services where a Client has shown a repeated disregard for payment terms and consistently fails to make regular scheduled payments on time and using approved payment methods. The conditions of termination will be based on guidelines determined at Userverse's discretion and may vary. The means and terms of termination will be determined at Userverse's discretion. Notice of termination will be provided to the best of Userverse's ability, but Userverse will not be held liable for claims or requests for further provision of services once a Client's services have been terminated due to non-payment.
- 10.16. Unless otherwise agreed:
- 10.16.1. Billing will commence on the date that Service provision commences. Partial months will be charged pro rata.
- 10.16.2. Services are billed in advance and all invoices must be paid by the Client in advance.

- 10.16.3. Any Services invoiced in arrears are payable on presentation of invoice.
- 10.16.4. All Fees and other amounts payable are quoted exclusive of VAT.

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