

**13 October 2024**

## **TSL Telecoms LTE/LTE-A/Fixed LTE Terms and Conditions**

### **TSL TELECOMMUNICATIONS & AUTOMATION (PTY) LTD (Here and after referred to as TSL Telecoms) | Company Registration No.: 2022/880809/07 Directors: V. Govinder-Padayachy**

The following Terms and Conditions are related to all LTE/LTE-A/Fixed LTE Services, on the MTN, Vodacom and Telkom Mobile Networks, as sold By TSL Telecoms, unless otherwise indicated.

1. General:
  - 1.1 Upon Delivery of the **Applicant's SIM**, once activated, this Document together with the Application attached hereto will become a binding Contract/Agreement for the duration of the contract period as indicated on the application, between TSL Telecoms (hereafter called "**TSL Telecoms**") and the applicant (hereafter called "**the User**").
  - 1.2 TSL Telecoms Reserves the right to amend these offerings and Terms and Conditions, and are entitled to increase charges in proportion to the increase of charges for components of services by Network Operators.
  - 1.3 In addition to these Terms and Conditions, there are other specific terms and conditions that apply to services as indicated on the attached application.
  - 1.4 LTE/LTE-A/Fixed LTE Services may only be sold in predefined Coverage Areas, which require a Coverage Check with associated Feasibility Ticket Number. Services sold outside of coverage areas will result in the User receiving; No or Impaired Service.
  - 1.5 All LTE/LTE-A/Fixed LTE services are sold as "Best Effort" with NO Service Level Agreement (SLA), therefore Upload and Download throughput are not Guaranteed. Mobile Networks reserve the right to Throttle or Shape the traffic of these services in Network Peak Times.
  - 1.6 Hardware Remain the property of TSL Telecoms unless otherwise indicated.
  - 1.7 Compatible Devices are required for use on the LTE/LTE-A/Fixed LTE Networks, and are indicated on the applicable application.
2. Contract:
  - 2.1 The User needs to sign the attached application form and voluntary agree to all Terms in all documents, which will become binding after the SIM is activated.
  - 2.2 The initial contract period will be indicated in the Application, commencing when the SIM is Activated on Delivery.
  - 2.3 Unless TSL Telecoms provide otherwise, the contract will continue month-to month when initial contract ends, and most recent product and service terms and conditions will apply.

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3. Consent:

- 3.1 The User voluntarily consents to TSL Telecoms to do a General Credit Reference Enquiries, TSL Telecoms will use the User's personal data strictly in accordance with the regulations promulgated in terms of Section 69 of the ECA or the protection of personal information act, which-ever is applicable.
- 3.2 **RICA:** ("Regulation of Interception of Communication Act") 4.1 RICA Shall Apply – The User voluntary agrees to comply with all applicable laws, including regulation of Interception of Communications and Provision of Communications-related Information Act, 2008 (RICA) You are legally required to verify the User's identity in a face-to-face process when registering a SIM card with TSL Telecoms, and have to produce the Following:
- Original Identity Document or Passport of which copy was submitted with this application.
  - Proof of Residential address as submitted with application, not older than 3 Months. 4.2 If the User transfer or On Sell SIM Card to anyone other than a Family Member, then new documents must be created for change of ownership, and both parties must produce Identity Document and Proof of Residence.

4. Service:

- 4.1 Smart Broadband Wireless Services are offered as SIM Only or as a 24 Month offering, 24 Month offerings may include an LTE/LTE-A Device as indicated on the attached application.
- 4.2 TSL Telecoms reserve the right to throttle and/or shape the traffic of Smart Broadband Wireless Products during Network Peak Hours.
- 4.3 Subscribers shall each month, receive inclusive data allocations as indicated on the attached application.
- 4.4 Inclusive monthly allocated Data will be consumed first, and thereafter any remaining data bundle or Once Off Bundles carried over. Subscribers who deplete their inclusive data, can buy/top up with once off Data Bundles.
- 4.5 Users are only permitted to request an upward migration without penalties after 3 months into the contract term, subjected to the differences in the base subscription.
- 4.6 Migrations may differ from Network to network, and will take effect as of the date indicated by the TSL Telecoms Support Agent.
- 4.7 No Downward Migration during the contract Term will be permitted.

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5. **Liability, Theft, Loss or Damage:** 6.1 TSL Telecoms will not accept any liability for any loss or damages suffered by the User, arising out of the provisioning, installation, maintenance and use of the service.
- 5.1 TSL Telecoms will not incur any liability whatsoever for any loss or damage as result of any use, authorised or unauthorised, resulting from Virus attacks, security vulnerabilities, or loss of information.
- 5.2 When using TSL Telecoms SIM, the User must comply with TSL Telecoms rules, which include the use of the service only for lawful purposes.
- 5.3 All risk for loss, use, damage or theft of a SIM or Device passes on delivery to the User or to the person appointed by the User to receive such SIM and device.
- 5.4 If a SIM card is lost or stolen, the User must request us to suspend such SIM. TSL Telecoms will suspend such SIM and then supply the User with a replacement SIM (Replacement charges will apply.)
- 5.5 If a Device is lost or stolen, TSL Telecoms will blacklist the device and provide you with an ITC reference number. The User is then legally required to report the crime to the South African Police Services and supply them with the ITC reference number.
- 5.6 The User is responsible for **insuring** the device against any loss, theft or damage, as TSL Telecoms own the device, and replacement charges will apply unless otherwise indicated.
- 5.7 The User will remain liable for all costs and charges related to the contract if the device is lost, stolen or damaged, and are required to pay for such costs or charges.
6. Charges:
- 6.1 The User Voluntarily confirm that the package option or Price Plan has been explained to them, and that the User voluntarily agree to it.
- 6.2 By notifying the User in advance, TSL Telecoms may amend charges from time to time, and if the User does not accept them, then the User may end the contract by notifying us as indicated in Clause 9
- 6.3 After any promotion ends, charges will revert to the standard charge. Notwithstanding anything to the contrary contained herein, standard charges will apply after the contract term.
- 6.4 A SIM, Connection fees and Delivery charges shall apply if stipulated as a requirement.
- 6.5 To protect the User and TSL Telecoms from the client incurring charges which the User might not be able to pay, we may limit the charges the User may incur in any month, and may notify the User of any change to this credit limit. We will disclose such credit limit and set it to TSL Telecoms credit vetting criteria if applicable. To protect TSL Telecoms, we may suspend the User's service if the User exceeds the credit limit. Should this occur, please seek assistance from the Support Desk: [support@TSLTelecoms.co.za](mailto:support@TSLTelecoms.co.za) or 010 339 1467. The User will still have to pay the actual charges if they exceed the credit limit. This is not an agreed charge or usage

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limit between TSL Telecoms and the User. TSL Telecoms cannot promise to limit charges incurred above the credit limit.

6.6 The User will be liable to pay for any additional services (Top UP) not indicated in this agreement, as requested by the User.

**7. Payment:**

7.1 Payment into TSL Telecoms's banking account must be made within 7 days from the date of invoice to the User.

7.2 The User may pay by Debit order or EFT, our Banking Details appear on the monthly bill, the User will carry the risk of payment until we have received such payment in our bank or at our premises.

7.3 If TSL Telecoms receive returned debit orders from the User's bank, a debit order return fee will be payable by the User. TSL Telecoms may, subject to any legal restrictions, process your debit order via NAEDO (Non-Authenticated early debit order) or change the debit order date.

7.4 If the User disputes any charge, then any undisputed charges are payable, and a written dispute must be sent to [support@TSLTelecoms.co.za](mailto:support@TSLTelecoms.co.za).

**8. Notice, Termination and Address:**

8.1 The User may end the contract by notifying TSL Telecoms before the end of the initial contract period, but the User will be liable for any Termination Charges.

8.2 Applicable Termination Charges will apply based on the remainder of the Contract Term and of Equipment Supplied.

8.3 The User may end the contract if TSL Telecoms fail to remedy any alleged breach of contract, but only after the User:

- Notify TSL Telecoms of the alleged breach
- Specify the nature and extent of the breach; and
- State the User's intention to end the contract if TSL Telecoms do not remedy the breach within 20 business days. 9.4 Notice must be given in writing a Calendar Month (30 Days) before or on the end of the Month the notice is given in.

8.4 Written notice must be done by sending the notice to the contact details as indicated on the monthly Bill, or via email to: [support@TSLTelecoms.co.za](mailto:support@TSLTelecoms.co.za), and must reach as before the 1st day of the Calendar Months' notice.

8.5 Either parties may change their physical addresses to any other physical address in South Africa by notifying the other party. All Legal documents will be delivered to those addresses.

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9. Privacy Policy:

TSL Telecoms respect the User's privacy and voluntarily agree to abide by our privacy policy, which can be viewed at [www.TSLTelecoms.co.za](http://www.TSLTelecoms.co.za)

**10. The Agreement:**

Uou ("referred to as the User") voluntarily confirm having read and understood the terms and conditions and as indicated above and as per the attached application, which form part of the binding contract and voluntarily agree to be bound by them.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_