

## **02. Service description.**

- TechMike provides mobile Data, voice, SMS and USSD services to Clients on a mobile virtual network operator (MVNO) basis facilitated by MTN ("the TM Mobile Service"), and these service terms describe the terms on which those services are provided to Clients.
- Detailed service descriptions can be found on the Client Interface, including such details as whether the service is capped or uncapped.
- Provision of services by TechMike may also make Value Added Services (VAS) offered by MTN and third-party providers available to the Client, use of which is at the Client's own risk and may affect the Airtime or Data balance purchased from TechMike.
- In making use of the services the Client must comply with the MTN Mobile Terms, which are incorporated by reference into this agreement.
- Clients may not resell the services to third parties.

## **03. Identity verification requirements.**

- The Client agrees to be bound by the provisions of RICA (The Regulation of Interception of Communication Act 70 of 2002, as amended). Further, the use of the services is subject to ID verification and/or proof of address, required by RICA (the Regulation of Interception of Communication Act of 2009), and will not be provided before such a process has been completed to TechMike satisfaction. See the [RICA Information](#) page on how the RICA process works and what documents are acceptable.
- Should the Client cancel all current valid Data services, ID verification will be required to sign up for new services. ID verification will not be requested as long as verified Data services remain active.
- If a Client sells an activated SIM to any other person who is not a family member, or makes it available in any other way, then the Client must immediately notify TechMike so that the RICA process can be carried out for that other person.
- RICA can be performed using one of these methods:
  - by TechMike delivery agent, or
  - through an authorized RICA agent (for non-TM Mobile SIMs).

## **04. Coverage and signal availability.**

- Delivery of mobile bandwidth is dependent on signal availability and demand for Data services in any particular area. Whilst every effort will be made to give Clients an indication of possible service (via the coverage map), TechMike does not warrant or guarantee service for any specific areas. TechMike accepts no liability should the aforementioned map differ to the actual Data service experience.
- If international roaming is offered by TechMike, then Subscribers will be billed at international Roaming rates when Roaming for voice, Data, and other services regardless of their SIM affiliation i.e. supplied by TechMike or another service provider.

## **05. SIM cards.**

- The Client is required to insert an appropriate SIM card into the Apparatus to make use of the service. This SIM must be obtained from TechMike (there may be a charge for the SIM, which will be set out in the Client Interface), or the number must be ported as described in clause 6 (Number Porting).
- Alternatively, in the case of an eSIM-enabled Apparatus, the Client may activate an eSIM profile as described in the Client Interface.

- Clients must ensure that SIMs are used in suitable Apparatus, and are only used as intended by the manufacturer of the SIM and Apparatus. TechMike will not be liable for any claims made as a result of misuse or abuse of SIM cards resulting in loss of access to service or loss of Airtime or Data. This will also apply to the Airtime voucher (where applicable), or any MTN Airtime associated with the SIM card or cell phone number.
- Clients must not use SIMs for machine-to-machine communication, which is communication that does not involve human intervention, such as vehicle tracking devices, smart security systems, Internet of Things implementations and the like.
- Risk in SIMs passes to Clients on delivery of the SIM to Clients, who are solely responsible for the care and safekeeping of SIM cards issued to them.
- In the case of lost, stolen or destroyed SIM cards, it is the Client's responsibility to do the following:
  - 5.6.1. Notify TechMike of the loss of the SIM immediately.
  - 5.6.2. Notify the South African Police Services of the loss within 24 hours.
- Failure to notify the correct authorities of the loss of a SIM may result in criminal charges against the Client.
- A Client using an TM Mobile SIM card agrees that it will not use (or allow another to use) the MTN network services, including the SIM card, for any improper or unlawful purpose, in a manner which may cause injury or damage to persons or property or which may impair or interrupt the MTN network.
- Clients may only use an Apparatus approved by ICASA on the MTN network (please see <http://www.icasa.org> for more details). Clients further agree that they will not (or allow another to) alter, modify or tamper with the software contained in, or relating to, any SIM card. MTN reserves the right to block any SIM or Apparatus from operating on the MTN network.
- TM Mobile SIM cards carry a warranty of 6 (six) months, but if the SIM card has been destroyed due to the PUK number being entered incorrectly more than 9 (nine) times, user negligence, or any other reason, TechMike will not be under any obligation to replace the SIM card free of charge.
- International Roaming will be deactivated by default on all TM Mobile SIMs.

## **06. Number porting.**

- To use the TM Mobile Service, the Client must port its number to TM Mobile (not to MTN) using a SIM or eSIM that TechMike provides. This also applies to Clients who are currently on the MTN network.
- TechMike will undertake the porting process on behalf of the Client and will collect the necessary information from the Client for the port to occur.
- No matter which TM Mobile Service is to be provided, if number porting is delayed or fails for any reason, including due to incomplete information supplied, consent to process personal information not granted, or required actions not completed by the Client, MTN or the other network operator, then TechMike will not be liable for any loss that the Client may suffer as a result. Responsibility will lie solely with the Client to complete the porting process.

## **07. Access Point Name (APN).**

- TechMike will notify Clients of the appropriate APN to use.
- Clients may be restricted to using certain APN settings on TM Mobile SIM cards.

- IF THE CLIENT DOES NOT ENTER THE CORRECT APN IT MAY BE UNABLE TO ACCESS THE SERVICE, AND TECHMIKE WILL NOT BE RESPONSIBLE FOR ANY AIRTIME LOST BY THE CLIENT AS A RESULT.

#### **08. Allocation and validity of Airtime and Data.**

- Clients will purchase Data and Airtime via the Client Interface, which will be allocated to their account.
- Data is valid until the end of the calendar month after the month in which it was allocated. For example, Data allocated on the 15th of January will be valid until midnight on the last day of February.
- Airtime is valid until the end of the year after the year in which it was allocated. For example, Airtime allocated on the 15th of June will expire at midnight on the 31st of December the following year.

#### **09. Notifications of Depletion.**

- TechMike offers a notification facility for the depletion of both Airtime and Data for all capped Data services. This facility is available via the Client Interface.
- Clients will be opted-in to notifications by default, in line with relevant legislation.
- Clients may opt-out or customize notifications via the Client Interface, and thereafter there will be no obligation or liability on the part of TechMike should a Client not receive such information due to the settings they have chosen.
- TechMike will make every effort to deliver notifications as quickly and accurately as possible. However, TechMike cannot be held liable for delivery delays or failures that may occur due to external forces outside of their control, such as mobile networks or email providers. Where TechMike has made a reasonable effort to effect delivery, it will be deemed to have fulfilled its obligation.
- The onus is on Clients to check their notification settings and amend as required in the Client Interface.

#### **10. Transfer of Data.**

- Data and Airtime can be transferred, but only between TechMike Clients. TechMike will be under no obligation to transfer Data or Airtime to external users. Transfer is made using the Client Interface.
- Transfer of Data or Airtime is only available between identical service types. TechMike will not be obliged to effect transfer where the properties of the target transfer service are not compatible with the requested destination service.
- Transfer of Data and Airtime is only possible between active accounts. Should either account be suspended, terminated or in any other ineligible state, then transfer is not possible. Accounts which are active, but not in good standing, may be determined to be ineligible for transfer at TechMike sole discretion.
- Data and Airtime can only be transferred once, from the initial user to the initial recipient. Thereafter, Data or Airtime is no longer eligible for transfer.
- Transfers cannot be reversed once made.
- Transfers of free Data or Airtime will not be allowed.
- TechMike will make transfers in increments determined by TechMike. The incremental amount will both serve as a minimum transfer amount, and then as incremental amounts in which Data may be transferred.

- Transferred Data and Airtime will expire according to their original allocation.

## **11. Topping up of Airtime and Data.**

- If the Client exhausts the purchased Airtime or Data or reaches the fixed cap, the Client will be hard-capped. This means that no further access will be provided until further Data or Airtime is allocated.
- Clients can manually Top Up via the Client Interface. There is no limit to the aggregate of manual Top Ups that a Client may perform during a calendar month.
- Automatic Top Ups will be DISABLED by default for both Data and Airtime, and will operate as follows if enabled:
  - If the Client's Data or Airtime balance (as the case may be) falls below a minimum threshold (set by TechMike) the account will automatically be topped up by a certain increment.
  - The Client can nominate the Top Up increment, as well as the maximum aggregate value of Top Ups in a particular month using the Client Interface.
  - Top Ups for Data will expire at the end of the following calendar month from the date of allocation.
- The minimum threshold may also be used for threshold usage notifications to be sent by TechMike to the Client.
- Clients can enable or disable automatic Top Up for data or Airtime via the Client Interface.
- A Top Up may be subject to different terms and conditions and any pricing or promotions applicable to the monthly purchased package may not necessarily apply to the Top Up.

## **14. Suspension/disconnection.**

- In addition to the grounds for suspension or termination of service set out in the General Terms, MTN may itself suspend or cancel any cell phone number on the MTN network in the case of violation of MTN Mobile Terms or Acceptable Usage Policy as set out in those documents.
- Note in particular that the services may be suspended or terminated for the following reasons:
  - Technical failure (suspension only);
  - Maintenance or remedial work (suspension only);
  - The mobile number being inactive for 90 (ninety) consecutive days;
  - Incomplete RICA or failure to produce documents upon reasonable request;
  - Upon request by TechMike, Client cannot reasonably justify the possession of an Apparatus that has been identified or reported as stolen;
  - The Client uses a non-compliant Apparatus (as specified by ICASA);
  - MTN suspends its service to TechMike for any reason;
  - The Client breaches the acceptable use duties described in clause 15;
  - The Client ports its number away from MTN (termination); or
  - Instruction from ICASA or other statutory or governing body;
- IN THE CASE OF SUSPENSION, CLIENTS WILL BE LIABLE FOR ANY REASONABLE ADMIN OR RECONNECTION FEES CHARGED BY MTN OR BY TECHMIKE (AS PER CLAUSE 11 OF TECHMIKE'S GENERAL TERMS), AND MAY NOT BE ABLE TO ACCESS SERVICES UNTIL SUCH FEES ARE SETTLED IN FULL WITH BOTH PARTIES.

## **16. Limitation of liability.**

- IN ADDITION TO THE LIMITATIONS ON LIABILITY AND INDEMNITIES SET OUT IN THE GENERAL TERMS, TECHMIKE WILL NOT BE LIABLE FOR, AND THE CLIENT AGREES TO INDEMNIFY AND HOLD TECHMIKE HARMLESS AGAINST LOSS CAUSED BY OR RELATED TO:
  - SERVICE INTERRUPTION OR FAILURE FOR ANY REASON WHATSOEVER (INCLUDING INTERRUPTION TO CALLS, SMS, OR DATA USAGE);
  - MODIFICATION, SUSPENSIONS, OR DISCONTINUATION OF SERVICES, VALUE-ADDED SERVICES, OR PRODUCT FEATURES BY MTN;
  - DELAY OR FAILURE IN MOBILE NUMBER PORTING;
  - FAILURE TO REPORT A LOST, STOLEN, OR DAMAGED SIM CARD AS REQUIRED;
  - INCORRECT OR OUT-OF-DATE INFORMATION PROVIDED BY THE CLIENT TO TECHMIKE MTN; OR
  - ERROR, DELAY, FAILURE, OR NON-AVAILABILITY OF THE SERVICE AND ANY LOSS OR DAMAGE THAT MAY RESULT FROM THE USE OR POSSESSION OF A TM MOBILE SIM, OR USE OF THE MTN NETWORK.