

Capitec Connect Terms and Conditions

1. What are these Terms and Conditions for?

The Terms and Conditions in this document (**these Terms and Conditions**) set out Capitec's obligations and your obligations regarding Capitec Connect Services.

By using your Capitec Connect SIM Card, you agree to comply with these Terms and Conditions.

1.1 Important clauses which may limit our responsibility or involve some risk for you are highlighted in bold. You must pay special attention to these clauses.

1.2 We have defined some words that have special meaning. You can find the meaning of the words in section 3
1.3 below.

1.4 2. How can you get hold of us?

2.1 If you need support or help with the Services, you can reach our Client Care Centre by dialling **135** from your Capitec Connect number or **084 1135** if calling from a different service provider. Alternatively, you can visit a Capitec branch.

2.2 For a balance enquiry to find out how much Airtime, Minutes, Data or SMSs you've used, or if you want to transfer data to another Capitec Connect subscriber, dial ***147#** for the Connect **Self-Service Portal** and follow the prompts.

2.3 Information about the Services, Charges, available Bundles and any specific Terms and Conditions that apply to Airtime or Bundles are available on the Capitec website (www.capitecbank.co.za).

3. Definitions

"**Airtime**" means credit that can be used to make calls, send SMSs, or use data based on the Charges.

"**Bundle**" means a package of voice minutes to make calls, SMSs or MB (megabytes) of data used to access the internet.

"**Client Care Centre**" means Capitec's Call Centre which you can reach by dialling **135** using your Capitec Connect SIM Card or **084 1135** if calling from a different service provider.

"**Capitec App**" means the application installed on your Cellphone that you use to access and manage your Capitec account.

"**Cellphone**" means the mobile cellular telephone handset, computer, tablet or any other device in which your SIM Card is installed.

"**Charges**" means the rate Capitec charges for Services such as the cost per second of a voice call, the cost to send an SMS, or the cost to use the internet per 25KB, as well as for Bundles and related Services such as a SIM swap. These rates are available on the Capitec website (www.capitecbank.co.za).

"**ICASA**" means the Independent Communications Authority of South Africa. This is a public body that regulates the way that network service providers carry out their business and the services they provide to you.

"Internet Banking" means Capitec banking and related services available online on the Capitec website (www.capitecbank.co.za) to Capitec accountholders.

"Network" means the electronic communications network on which the Services are carried. This network is owned and operated by a third party.

"Personal Information" means any information about a person such as their name, address, telephone number, email address or ID number.

"Port" means the process that is followed for a subscriber to change their service provider but keep their existing phone number.

"Recharge Codes" means the USSD short codes that can be used to buy Airtime and Bundles. You can use ***120*3279#** to buy Airtime and voice, data and SMS Bundles. You can use ***130*3279#** to buy Airtime and voice Bundles if you have no Airtime available.

"RICA" means the Regulation of Interception of Communications and Provision of Communication Related Information Act, 2002. This law requires service providers like Capitec and the Network operator to check and keep information about their subscribers for law enforcement purposes.

"Self-Service Portal" means the Capitec portal that is accessed by dialling the USSD short code ***147#** using your Capitec Connect SIM Card to access certain support functions such as balance enquiries, data transfers, converting Airtime to Bundles, and more.

"Services" or **"Capitec Connect"** means the prepaid electronic communications services such as voice calls, SMSs and internet access (data), that Capitec provides to its subscribers and that are carried on the Network.

"SIM Card" means a Subscriber Identity Module, which is a card or software that's installed to link your Cellphone number to your mobile device, and that connects you to the Network over which the Services are provided.

"USSD" means Unstructured Supplementary Service Data and is a set of codes through which your Cellphone communicates with our Network.

"WAP" means Wireless Application Protocol. These are technical standards for accessing information over a mobile wireless network.

"we", "us", "our", "Capitec" and "Capitec Connect" refers to Capitec Bank Limited.

"you" and "your" refers to the person who has purchased or is using the SIM Card.

4.1

4.2 4. **Getting started**

4.3

You must have an active Capitec Global One account (or you must open a Capitec Global One account) to sign up for the Capitec Connect Services.

You can only get the Capitec Connect Services by visiting a Capitec branch and going through the sign-up process.

For you to activate your SIM Card and receive your new Capitec Connect Cellphone number, we must register your SIM Card for RICA. To do this, you must show us your valid green SA ID book, Smart ID card or passport, and your proof of residence (where you live) by way of a recent utility bill, retail account or other similar document

that shows your address and that is not more than 3 months old. You must be over 18 or have the consent of your parent or guardian to receive the Capitec Connect Services and by signing up you confirm that you are over 18 or have the consent of your parent or guardian.

4.4 Once it's been RICA'd, simply insert your SIM into your Cellphone and you're connected to our Services. Your new Capitec Connect Cellphone number will be sent to you by SMS as soon as you're connected. You can also choose to keep your current Cellphone number by porting in to Capitec Connect. To avoid losing money, we suggest that you use any data, airtime, voice minutes and SMSs you still have available with your current service provider before porting in. If you have been RICA'd and there is no other activity on your SIM Card for a period of 90 days, Capitec will have to deactivate your SIM Card to comply with legal requirements.

4.5 You can buy and register a maximum of 5 SIM Cards in your name. You can't resell SIM Cards, but you can give SIM Cards registered in your name to your family (if you are their parent or guardian) or to people that work for you. If you give a SIM Card to anyone else, you and they must provide us with their information to comply with RICA.

4.6 To download content from the internet, your Cellphone must be content compatible and WAP enabled. You can use our Self-Service Portal or call the Client Care Centre to help you check if your Cellphone can download content and is WAP enabled. **We will not be responsible if you do not check or ask us to check whether your Cellphone can download content or is WAP enabled.** It is therefore very important that you make sure your Cellphone can do what you want it to do.

4.7 Capitec won't ordinarily provide you with any statement and/or account showing the Airtime or Bundles you purchase or use, what you've spent or what Services you've used and for how long. You may, however, request this information from our Client Care Centre.

5.1 **5. What do you get with Capitec Connect?**

5.2 The Capitec Connect Services are prepaid only. You must buy Airtime, minutes, data or SMS Bundles to use the Services.

5.3 If you sign up for Capitec Connect and buy a SIM Card, you will get a SIM Card only. You won't get a Cellphone. You must have your own Cellphone to use the Capitec Connect Services.

5.4 You cannot use Capitec Connect Services outside of South Africa. There is no international roaming at this time, so your SIM Card will not work outside of South Africa. You can make international calls or send international SMSs from within South Africa.

5.5 You can transfer a data Bundle or part of a data Bundle to another Capitec Connect subscriber. The minimum amount of data that can be transferred is 5MB. You can transfer data from a Bundle by dialling the Self-Service Portal on *147# using your Capitec Connect SIM Card and following the prompts. If you transfer data from a Bundle, the same Terms and Conditions will apply to the transferred data that applied to the Bundle you had loaded.

You can convert Airtime to Bundles if you want to. You can do this by dialling the Capitec Self-Service Portal on *147# using your Capitec Connect SIM Card and following the prompts.

You won't be able to use the Capitec Connect Services to make calls, send SMSs or use data if you don't have sufficient Airtime or enough units left in a Bundle. If you've used up your Airtime or Bundle, you will need to buy and load more Airtime or a new Bundle.

5.6 If you close your Capitec Global One account, your Capitec Connect SIM Card won't be deactivated, and you can still use the Services. You won't be able to buy Airtime or Bundles for yourself anymore, because you won't have access to the Capitec App or Internet Banking, and you won't be able to use the Recharge Codes. However, other
5.7 Capitec clients can buy Airtime or Bundles for you, provided they load your Cellphone number as a prepaid beneficiary. You will have access to the support services on the Self-Service Portal, but you will not be able to get support at Capitec branches or use the Client Care Centre, as we will not be able to identify you as a Capitec client.

5.8 If you give your SIM Card to anyone else, other than a family member or someone that works for you, that person must immediately provide us with their valid green SA ID book, Smart ID card or passport, and proof of residence by way of utility bill, bank statement, etc. at a Capitec branch in terms of RICA. You will need to accompany the person to the Capitec branch. If you do not comply with this requirement, you and the person who receives your SIM Card may be guilty of a crime under RICA. If you do not comply with the RICA requirements, the person that receives your SIM Card will also not be able to access all the support functions that are available to Capitec Connect subscribers from a Capitec branch or the Client Care Centre, whether they're a Capitec Global One accountholder or not, as the SIM will still be registered in your name.

5.9 Remember that if you give your SIM Card to a subscriber who is not an active Capitec Global One accountholder, they will not be able to use the Capitec App, Internet Banking or the Recharge Codes, will not be able to buy Airtime or Bundles themselves, and will not be able to get support at Capitec branches or from the Client Care Centre. They will be able to use the Self-Service Portal.
5.10

5.11 You can get the details of all SIM Cards registered in your name by calling the Client Care Centre or visiting a Capitec branch.

6.1 The SIM Card and the Capitec Connect Cellphone number allocated to you may (if it becomes necessary) be changed by Capitec.

6. How do I buy Airtime or Bundles?

6.2 You can only buy Airtime or Bundles on the Capitec App, Internet Banking or by using the Recharge Codes. You cannot buy Airtime or Bundles on the Self-Service Portal.

6.3 You can only buy Airtime and Bundles from Capitec. You can't buy Airtime and Bundles from other retailers. Other Capitec clients can buy Airtime or Bundles for you from Capitec on the Capitec App (if your Cellphone number is listed as a prepaid beneficiary), using Internet Banking or using the Recharge Codes. Other Capitec Connect subscribers can also transfer data to you using the Self-Service Portal.

You must make sure that you buy and load Airtime or Bundles to the correct Capitec Connect Cellphone number. **Capitec will not be responsible if you load Airtime or Bundles to the wrong number. Capitec will not refund you if you make a mistake.**

7. What will I pay for services?

The Charges are available on Capitec's website (www.capitecbank.co.za).

The Charges include VAT (value-added tax).

The Charges for the Capitec Connect Services are the same 24 hours a day, 7 days a week. Capitec does not have different prices for peak and off-peak times.

7.1 If the Charges change, they will be updated on Capitec's website and Capitec or the Network operator will notify
7.2 ICASA. You should check the website from time to time to see the current Charges.
7.3

Capitec charges you (and your Airtime and Bundles will be used up) for:

7.4 Voice Calls: Per second, from the first second after a call starts (including where the call goes to voicemail)

7.5 SMSs: For every SMS you send. An SMS is between 1 – 160 characters.

7.5.1 Data: For every 25KB you use.
7.5.2

7.5.3 If you make an international call to a telephone number outside South Africa, you can only use Airtime. You cannot
7.6 use a voice Bundle to make international calls. The charges for calling an international number are available on the Capitec website (www.capitecbank.co.za).

7.7 If you call or SMS a premium-rated number or participate in a conference call, you can only use Airtime. You cannot use a voice or SMS Bundle to call or SMS a premium-rated number or for a conference call. The charges for calling or sending an SMS to a premium-rated number are set by the provider of the premium-rated service and you should check the rates that apply before calling or SMSing a premium-rated number.
7.8

If you use up a Bundle and start using your Airtime, Capitec will not charge out-of-bundle rates. The same Charges apply whether you use a Bundle or Airtime. This means that the cost per second for voice calls, the cost to send an SMS, or the price for a MB of data is the same whether you're using a Bundle or Airtime.

8.1 Do my Airtime or Bundles expire? 8.2

Once you've bought and loaded Airtime or Bundles, your Airtime and Bundles won't expire. The only requirement is that you must use your SIM Card at least once in a 180 day period to use Services or to load Airtime or Bundles.

If you don't use the Services or there is no activity on your SIM Card for 180 days (for example, if you do not make or receive a call, send or receive an SMS, or otherwise make use of any of our Services such as purchasing Airtime or Bundles or transferring Airtime), Capitec will have to deactivate your SIM Card to comply with legal requirements and in terms of the Capitec Connect Churn Policy.
9.1
9.1.1

9. Suspension of Services

Capitec may suspend Services by disconnecting your SIM Card if:

The Network fails or becomes temporarily unavailable due to any modification(s) and/or upgrade(s) and/or maintenance and/or circumstance(s) beyond our control;

You, or anyone else who uses your SIM Card, fail to comply with any of these Terms and Conditions;

You, or anyone else using your SIM Card, unlawfully uses our Services, or uses the Services for unlawful purposes, or if you unlawfully tamper with or modify your SIM Card;

You use your SIM Card in a Cellphone that's used for machine-to-machine communication;

9.1.2 You provide us with information that is misleading or false;

9.1.3 You're suspected of any fraudulent activity using your SIM card; or

9.1.4 As required by law, or we are directed to do so by any lawful authority.

9.1.5 Any decision to disconnect your SIM Card will be taken reasonably and with due regard to industry norms and standards.

9.1.6 If your SIM Card is disconnected, you won't be able to receive the Service or use your SIM Card anymore.

9.3 10. Using the Services

10.1 Capitec may put a Fair Use Policy in place in an effort to ensure that all subscribers have a good user experience. This means that if you use the Services excessively and beyond what would usually be expected, your use of the Services may be limited or restricted entirely. Where applicable, the Fair Use Policy is available on Capitec's website (www.capitecbank.co.za).

10.2 You are not allowed to use the Capitec Connect Services to send unlawful content, including content that is subject to copyright (that is owned by someone else and that you do not have a right to use), or that amounts to hate speech. You are not allowed to use the Capitec Connect Services in any way that is illegal or in support of any illegal activity.

11.1 11. Risk and ownership

11.2 **Risk in and to the SIM Card will pass to you once you have accepted receipt of the SIM Card or started using our Services. This means that once the SIM Card is handed to you, you must bear the loss if anything happens to the SIM Card.**

12.1 **You are responsible for all activity on your SIM Card as long as you are the RICA-registered owner, irrespective of who uses your SIM Card or in which device the SIM Card is used.**

12.2 12. Lost or stolen SIM Cards

12.3 You are responsible for the safekeeping of your SIM Card. You should notify our Client Care centre immediately at a Capitec branch if you realise your SIM Card has been lost or stolen.

You must also, within 24 hours of realising that your SIM Card has been lost or stolen, report this to the police.

A lost or stolen SIM Card can be replaced by doing a SIM Swap at a Capitec branch. A Charge will be payable for a SIM Swap.

You can only perform a SIM Swap on a SIM Card that is registered to you as we will use biometric verification of clients in branch. The new SIM Card issued during a SIM Swap needs to be RICA'd so you will need to provide us with your valid green SA ID book, Smart ID card or passport, and show us your proof of residence again.

13. Returns, repairs and refunds

12.4 You can return any SIM Card to Capitec if it is defective, and it will be replaced free of charge.

Capitec is not responsible for any SIM Card that is lost, stolen or damaged by you or a third party after you have inspected and accepted the SIM Card or started using our Services.

13.1 14. Liability

13.2 **While every effort has been made by Capitec and its suppliers, including the Network operator, to ensure the proper performance of our Services, Capitec, its affiliated companies, suppliers and/ or any of their employees will not be liable to you for any liability, loss(es) and/or damage(s) and/or cost(s) or expense(s) whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit(s) and/or loss of anticipated savings suffered by you due to:**

14.1.1 **Any suspension, termination or temporary unavailability of the Network, or any of our Services, or any unavoidable delay in the performance of our Services;**

14.1.2 **Any change to your Capitec Connect Cellphone number if we are obliged to make a change in terms of law, or if you or your authorised representative requests us to change your Cellphone number;**

14.1.3 **The Porting of your Capitec Connect Cellphone number to another service provider if you ask us to port your number, or as a result of any delays implementing a request to Port.**

14.2 **This means that we do not owe you for any of your losses if our Services are suspended, terminated or unavailable for any reason that you should reasonably expect from that Service, or if we have to change your Capitec Connect Cellphone number, or if you ask us to Port your number, or if there is any reasonable delay in doing so.**

14.3 If we become aware of any suspension, termination or temporary unavailability of the Network, or any of our Services, or any unavoidable delay in the performance of our Services, we will make reasonable attempts to give you timely notice of such suspension, termination, temporary unavailability or unavoidable delay.

You will be responsible for any losses suffered by Capitec for any fines or other amounts that Capitec is ordered to pay by a court or any other authority, or that Capitec's suppliers are ordered to pay and for which Capitec is responsible, because of the way that you have used the Services. This means that you indemnify Capitec against any such losses.

15. Disputes

Any dispute relating to our Services or the Network may be referred to ICASA.

16. Marketing

Where you have given your consent, Capitec may contact you to tell you about any new services or products that we

think may be of interest to you. You can tell us that you do not wish to receive any marketing, promotional and other material about products or services (which includes us contacting you) at any time, by contacting us at www.capitecbank.co.za/help-centre/privacy-security.

17. **Transfer of Rights and Obligations**

You need our permission to do any of the following things:

Transfer any of your rights to any other entity or person (sometimes known as ceding any of your rights); or

17.1 Transfer any of your obligations or responsibilities to any other entity or person (sometimes known as delegating or handing-over any of your obligations or responsibilities).

17.1.1 We will not refuse permission except on a reasonable basis.

17.1.2 Unless any law provides otherwise, we can at any time and from time-to-time do any or all of the following without your permission:

17.3 Transfer any or all of our rights under these Terms and Conditions, to one or more persons or entities; and/or

17.3.1 Transfer any or all of our obligations or responsibilities under these Terms and Conditions to one or more
17.3.2 persons or entities.

17.4 For the purposes of the clauses above, an entity includes (without limiting this list) a company, body corporate, a partnership, an association, and a trust.

18. **Availability of our Services**

18.1 Capitec will take all reasonable steps within its control to make the Services available to you at all times.

18.2 The Services are only available within the range of the base stations that make up the Network and the signal may vary depending on where you are at the time.

18.3 Although Capitec will take all reasonable measures to ensure that the Services are offered to you on a consistent and continuous basis, Capitec cannot always guarantee a continuous fault-free service.

18.4.1 The quality and availability of the Services may sometimes be affected by factors such as:

18.4.2 Local physical obstructions

18.4.3 Bad weather

18.4.4 Other causes of radio interference

18.4.5 The features or functionality of your particular Cellphone

Damaged Cellphone or SIM Card

Network faults

Theft of Network equipment

Electricity outages or load-shedding; or

The number of people trying to use the Network at the same time, for instance in a national emergency, or if there are faults in other electronic communications networks that are connected to the Network on which the Services are provided.

18.4.8^{19.} **General**

18.4.9 We may amend and/or change these Terms and Conditions because of any new and/or amended law(s), tax(es), regulation(s) and/or any change(s) in the Terms and Conditions of any licence or authorisation we hold or the licences held by key suppliers and/or any change(s) in our Services. If we materially amend and/or change these Terms and Conditions, we will notify subscribers of the changes in advance on our website. Please check our website for the most recent version of the Terms and Conditions.

19.1

We may stop or change the features of any of the Services that we offer at our discretion.

19.2

For more information on what Personal Information we collect about you, and how and why we process your Personal Information, please refer to our Privacy Policy available online at www.capitecbank.co.za/help-centre/privacy-security/.

19.3