

# Terms & Conditions

## Mobile Data

### IMPORTANT NOTICE

Your attention is drawn in particular to clauses rendered in bold capitals in these terms. What follows is a summary for your convenience and does not form part of the agreement between you and Exec Mail CC. It is your responsibility to read the clauses referred to:

- "Topping up" bandwidth has specific conditions applicable which restrict this service.

### 1. General

- 1.1 These Terms and Conditions, together with the General Terms govern the use of all of the Exec Mail CC Mobile Data Services. Exec Mail CC offers capped Mobile Data Services.
- 1.2 By contracting with Exec Mail CC for the services the Client will be lawfully regarded as having agreed to their use of the services specified being governed by this Agreement.
- 1.3 Mobile Data is subject to the same terms as the "Exec Mail CC DSL Service Terms", except where otherwise specified. For the purposes of Payment, Termination, Monitoring of Usage, and Liability, please also refer to the ADSL Service Terms.
- 1.4 Exec Mail CC may offer other Mobile Data products in the future, such as Prepaid and Uncapped services, which will be governed by these terms and such future services are included in these terms specifically or by association.

### 2. Coverage and Signal Availability

- 2.1 Delivery of Mobile bandwidth is dependent on signal availability and demand for Data services in any particular area. Exec Mail CC does not warrant or guarantee service for any specific areas, whilst every effort will be made to give Clients an indication of possible service (via the Coverage Map). Exec Mail CC accepts no liability should the aforementioned map differ to actual data service experienced.

### 3. Rollover of Bandwidth

- 3.1 Please note that the rollover of unused bandwidth is only valid for three (3) months.

## **4. Topping Up Bandwidth**

1. 4.1 If the Client exhausts the purchased bandwidth or reach the fixed cap, the Client will be hard-capped. This means that no further access will be provided thereafter.
2. 4.2 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.

## **5. Identity Verification Requirements (RICA)**

1. 5.1 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). Clients are required to present their original valid Identity Document, as well as a clear, legible copy. Non-South African citizens may submit a copy of their valid Passport along with supporting documents upon request. Verification documents must contain photo identification. Failure to produce ID verification for an account will result in the product not being activated or handed over, regardless of any pro-rata amounts billed.
2. 5.2 Should the Client cancel all current valid mobile data Services; ID verification will be required to sign up for new Services. ID verification will not be requested as long as verified mobile data Services remain active.