

1 Introduction

- 1.1 These Terms become effective when you complete and accept the online registration process for the UCount Rewards programme and UCount Mobile.
- 1.2 You must read these Terms together with the:
- 1.2.1 UCount Rewards Programme terms and conditions and the Programme Rules; and
- 1.2.2 Standard Bank Mobile Subscriber terms and conditions (as applicable);
- 1.2.3 Standard Bank Mobile Store terms and conditions (as applicable); and you must make sure that you understand the contents of these documents.
- 1.3 These Terms together with the terms and conditions indicated in clause 1.2 above apply to you and to your use of the Services, and they are a binding legal agreement between you and us.
- 1.4 **Please read the Terms carefully and pay special attention to the clauses that are in bold, as they may exclude or limit our liability (responsibility) to you.**
- 1.5 By accepting these Terms when you order a Bundle from us using the Website and by using the Services, you agree to the Terms and warrant (promise) that you are at least 18 years old, and that you can enter into a legally binding agreement. If you are under 18 or if you cannot enter into a legally binding agreement, then you may not order a Bundle from us and use the Services.
- 1.6 The Terms include the Mobile Pricing Guide which can be found on the Mobile Store Website.

2 Definitions

Words that begin with a capital letter are defined as follows:

- 2.1 **Access Details** means your unique username and password as well as other Personal Information required to create a Profile;
- 2.2 **Applicable Laws** means any laws that govern the activities described in these Terms;
- 2.3 **Budget facility** means the portion of the credit facility on your Credit Card which is used for purchases costing more than R200 (two hundred rand) and is repayable over a period of 24 (twenty four) months;
- 2.4 **Bundle** means a Device together with SIM;
- 2.5 **Credit Card** means your qualifying Standard Bank Credit Card;
- 2.6 **Device** means mobile smartphones and any other devices that we offer on the Website from time to time;
- 2.7 **FAQs** means the UCount Mobile list of Frequently Asked Questions. They can be found on our Website, and by being mentioned here, they become part of these Terms;
- 2.8 **Group** means Standard Bank Group Limited, its subsidiaries and their subsidiaries;
- 2.9 **ICASA** means the Independent Communications Authority of South Africa;
- 2.10 **MMS** means a multimedia communication made up of text and pictures;
- 2.11 **Mobile Pricing Guide** means the fees that we charge for the Services and the Bundle;
- 2.12 **Mobile Store Website** means the Standard Bank Mobile Store Website at www.mobile.standardbank.co.za;
- 2.13 **Network Operator** means the entity licensed by ICASA to operate the Network;
- 2.14 **Network** means the electronic communications network that we use to provide you with the Services;
- 2.15 **Profile** means the profile created for you on the Mobile Store Website when you provide us with your Access Details after successfully registering for UCount Mobile and ordering your Bundle;
- 2.16 Prohibited Activities means:
- 2.16.1 illegal or terrorist activities.
- 2.16.2 money laundering, bribery, tax evasion, corruption, or fraud.
- 2.16.3 any activities that are subject to Sanctions or do not comply with Applicable Laws.
- 2.16.4 making a payment that improperly advantages any person.
- 2.17 **Recurring** means the option to purchase a recurring airtime bundle and/or data bundle which is automatically allocated every month until such time as you request us to cancel the Additional Data bundle;
- 2.18 **Rewards Points** means the points you Earn and Redeem (as defined in the UCount Rewards terms and conditions), as well as the points that we award to you, with UCount Rewards;
- 2.19 **RICA** means the Regulation of Interception of Communications and Provision of Communication Related Information Act 70 of 2002;
- 2.20 **Services** means the mobile electronic communications services that we provide to you through the Network, including the ability to make calls, send an SMS or MMS or access the internet through your Device;
- 2.21 **SIM** means the Subscriber Identity Module (SIM) card that contains your phone number and allows you to access the Network (through your Device) and use the Services;
- 2.22 **SMS** means a short-message service or text communication;
- 2.23 **Standard Bank, we, us or our** means The Standard Bank of

South Africa Limited, (Registration Number 1962/000738/06) and its successors or assigns (third parties who have an agreement with Standard Bank;

Subscriber Account means the subscriber account that we open in your name when you get a SIM from us and which can be accessed when you register for your Profile on the UCount Mobile Store Website;

Website means our website at ucount.standardbank.co.za/personal/;

UCount Mobile means the UCount Rewards membership option where we offer you a Bundle;

UCount Rewards means the rewards programme that we offer to you that rewards you for your banking relationship with us; and

you or your means a subscriber who registers for UCount Mobile.

3 Use of The Website and The Mobile Store Website

3.1 You may not use the Website or the Mobile Store Website to distribute material which is defamatory, offensive, contains or amounts to hate speech or is otherwise unlawful.

3.2 You must not use any device, software or other instrument to interfere with the way the Website and/or the Mobile Store Website works. You must also not use any robot, spider or other automatic device or any manual process to monitor, copy, distribute or change the Website and/or the Mobile Store Website or the information contained in it without the express prior written consent of Standard Bank.

3.3 **You must let us know immediately if you become aware of, or reasonably suspect, any unauthorised access to or use of your Access Details for your Profile on the Mobile Store Website.**

4 Registering for UCount Mobile
4.1 New registration

4.1.1 As part of the UCount Rewards registration process you can select the UCount Mobile membership option. If you do so, your membership fee will not be the same as the standard membership fee for UCount Rewards which can be found in the Mobile Pricing Guide.

4.1.2 You will be required to complete the online registration process for UCount Rewards and UCount Mobile

4.2 Existing membership

You may change your existing UCount Rewards membership to the UCount Mobile option when you access your UCount Rewards profile on the Website.

4.3 Purchasing a Device

4.3.1 UCount Mobile is offered as a Bundle and the Device and SIM cannot be purchased separately under this option.

4.3.2 If you place an order for a Device, your order is subject to:

4.3.2.1 the availability of the Device on the Website;

4.3.2.2 the correctness of the information relating to the Device;(including the price);

4.3.2.3 whether we have received payment for the Device.

4.3.3 We may add or remove Devices from the Website in our sole discretion. The prices of Devices are shown in Rand and include Value-Added Tax (VAT).

4.3.4 We have the right to change the price of a Device and/or a discount related to any Device in terms of a special offer, and to correct any pricing errors that may unintentionally occur, without notice to you.

4.3.5 We make reasonable efforts to monitor Device stock levels. However, we cannot guarantee the availability of Device stock.

- If Devices are no longer available or out of stock after you have placed an order, we will let you know, and we will offer you an alternate Device. If we do not have an alternative Device or you do not want the alternative Device will refund you for money already paid.
- 4.3.6 If you put a Device in a cart without completing the purchase, it does not constitute an order for such Device, and we may remove the Device from the cart without notice to you. You cannot hold us liable if such Device is no longer available or the price has changed by the time you complete the purchase.
- 4.3.7 Before you make payment on the Website, you will have the opportunity to review any order for any Device that you have ordered. The total price of the Device, including the delivery fee, will be shown in Rand before checkout.
- 4.3.8 Prior to delivery or your collection of the Device you ordered; you may cancel an in accordance with the cancellation provisions of the Mobile Store Website terms and conditions.
- 4.3.9 A valid sale agreement regarding the Devices comes into being between you and us only when the Devices are delivered to you. This is regardless of any communication from us stating that your order or payment has been confirmed. If we have to reject your order, we will cancel it and refund you as soon as possible for the payment made.
- 4.3.10 We are not responsible for any incorrect information about our Devices on any third-party websites.
- 4.3.11 **Please refer to the Mobile Store Website Terms and conditions for further information about cancellations, refunds and defective Devices.**
- 4.4 **Payment of the Device**
- 4.4.1 Payment of your Device can be made as follows:
- 4.4.1.1 by Redeeming your Rewards Points to pay for the full purchase price of the Device if you have enough Rewards Points;
- 4.4.1.2 by Redeeming some of your Rewards Points towards the purchase price of the Device and using your Credit Card to pay for the balance of the purchase price of the Device; or
- 4.4.1.3 using your Credit Card to pay the full purchase price of the Device.
- 4.4.2 You will need to have a Budget Facility available on your Credit Card over a period of 24 (twenty-four) months in order to take up the UCount Mobile option if you decide to pay for your Device in terms of the payment options provided in clause 4.4.1.2 and 4.4.1.3 above. If you do not have a Budget Facility you will not be eligible to choose these payment options and may not register for UCount Mobile option, unless you choose the payment option in clause 4.4.1.1.
- 4.4.3 We may be required to authorise and verify the Payment, and we may withhold delivery of the Device until the verification is successfully completed. If we do not receive authorisation, your order will be cancelled. **You warrant that you are authorised to use the Credit Card supplied to pay for the Device.**
- 4.4.4 When you purchase your Device, we will send you an email confirming your order and payment.
- 4.4.5 You will also be able to see and track your order on the Mobile Store Website using your Profile.
- 4.4.6 We are committed to providing you with secure online payment facilities. Online payments are encrypted by means of appropriate encryption technology. **You acknowledge that transactions that are performed over the internet may be vulnerable to being intercepted. We will not be liable for any loss that you may suffer as a result of any interception.**
- 4.5 **Rewards Points allocation for Credit Card payments**
- 4.5.1 If you use your Credit Card to make payment towards the purchase price of the Device, you agree that once the payment of the Device has been successfully made, UCount Rewards will automatically start Redeeming the Reward Points you Earn during a Fixed Cycle for a period of 24 months into your Credit Card to assist you with your payment obligations provided you have Earned Rewards points during the Fixed Cycle, subject to your election in clause 4.5.3 below
- 4.5.2 If you no longer want your Rewards Points to be automatically Redeemed into your Credit Card as provided for in clause 4.5.1 above, you can deregister your UCount Mobile membership and you can register as a UCount Rewards member under the UCount Rewards programme. The cancellation provisions indicated in the Terms and in the UCount Rewards programme terms and conditions will apply.
- 4.5.3 You may elect whether you want UCount Rewards to Redeem all the Rewards Points you Earn in a Fixed Cycle or enough Reward Points to cover the minimum amount owing on your Budget Facility for the Device.
- 4.5.4 The UCount Mobile option does not discharge you from your Credit Card payment obligations and you are still required to comply with any payment obligations you have. **By taking up the**

UCount Mobile option, you agree that UCount Rewards does not guarantee that the Rewards Points you Earn during a Fixed Cycle will cover the total amount owing on your Credit Card over the 24-month period.

5 UCount Mobile Sim and Subscriber Account

5.1 The SIM

- 5.1.1 The SIM is included as part of the Bundle and cannot be ordered separately under the UCount Mobile membership option.
- 5.1.2 Once you receive the SIM, it will automatically be activated when it is inserted into the Device.
- 5.1.3 **You are liable for all charges relating to your SIM, except where you let us know that it has been lost or stolen.**
- 5.1.4 If you request a replacement SIM after your SIM has been lost, stolen or damaged, you may have to pay a replacement fee and a delivery fee as indicated in the Mobile Pricing Guide.
- 5.1.5 If your SIM doesn't work properly, you must tell us immediately and we will replace it. You will not have to pay a replacement fee, but we may charge you a delivery fee.
- 5.1.6 **You cannot transfer your SIM to anyone else without our consent.** Under these Terms, you cannot transfer or assign your rights or obligations. We can transfer or assign our rights and obligations.
- 5.2 **Your Subscriber Account**
- 5.2.1 You can manage your SIM (and any additional SIM) and your use of the Services through your Profile on your Subscriber Account.
- 5.2.2 When you buy a SIM from us, there will be a subscription package attached to it (**Package**). This will include a monthly value of voice minutes and/or data (**Inclusive Value**). If you do not use the Inclusive Value, it will expire at the end of each month. Depending on which day of the month your SIM is activated, we will provide you with a pro-rated portion (a portion adjusted for a specific period of time) of the Inclusive Value for the rest of that month.
- 5.2.3 We will offer you a Package with a monthly Inclusive Value for all Bundles ordered.
- 5.2.4 In addition to your Inclusive Value, you can buy airtime and/or data bundles. You can also choose between data bundles that expire and those that do not. Data bundles that expire can be transferred in part to another Standard Bank SIM before they expire. Data that has been transferred to another SIM is only valid for seven days from the date of transfer unless it expires before.
- 5.2.5 You can also buy a Recurring airtime and/or data bundle. Recurring airtime and/or data bundles can be cancelled at any time, **but you must give us at least 30 days' notice.**
- 5.2.6 We automatically apply a **Flexi** option to your Package. You can change this default option in your Subscriber Account to a **Top-Up**. A Top-Up option means that when your airtime or data is finished, you will not be able to use the Services until you top up your Package with additional airtime or data bundles. If your Package has a Flexi option, you can continue to use the Services even if your airtime or data is finished, up to a monthly limit set by us at our discretion (**Monthly Spend Limit**). You can reduce or increase your Monthly Spend Limit through your Subscriber Account. However, any increases will be subject to our discretion.
- 5.2.7 If your Package has a Flexi option and you buy an airtime bundle, the airtime will first be used to replenish your used-up Monthly Spend Limit. The rest will go towards your airtime balance.
- 5.2.8 **Your Monthly Spend Limit will not apply in certain cases, for example when you are roaming internationally. You are liable for the full amount of the Services used, even when you exceed the Monthly Spend Limit.**
- 5.2.9 We charge you a standard rate for using the Services (**default rate**), unless you opt for a **voice plan** (which reduces your airtime usage rate) or a **data plan** (which reduces your data usage rate). The voice or data plan will last for 30 days from the date of purchase. After your data is finished, and if you have not bought a data plan or your data plan has expired, you must opt in to accept the default rate. All rates are set out in the Mobile Pricing Guide.
- 5.2.10 **You must make sure that all the details of your purchase are correct before you make a payment. Due to the consumable nature of the Services, we will not be able to refund you or reverse the transaction if you buy the wrong plan or bundle by mistake, or later decide you no longer need it. No cooling-off period (as described in section 44 of the Electronic Communications and Transactions Act 25 of 2002) will apply.**
- 5.2.11 You can use your Inclusive Value to buy once-off voice and data plans, as well as once-off airtime and data bundles.
- 5.3 **Payment for Services**
- 5.3.1 We will send you a monthly invoice setting out the fees payable to us for your use of the Services. These will include fees for your Package, airtime and/or data and any other fees. You can also access your invoices on your Profile.

5.3.2	If you have any queries or problems with an invoice, you must contact us within 30 days of the date of the invoice. If you don't, we will consider the invoice to be final and correct.	
5.3.3	You must pay any amount due with by debit order from your Account within 30 days. If the debit order fails, you can pay with an EFT (electronic funds transfer).	10.5
5.3.4	If you do not pay an invoice in full and on time and/or your debit order is unsuccessful, you will be in breach of these Terms. We can suspend or cancel your use of the Services immediately and institute legal proceedings against you.	11
5.4	Fees for the Services	11.1
5.4.1	The fees we charge you for using the Services and associated products (such as itemised billing and caller line identity (caller ID)) are set out in the Mobile Pricing Guide. All our fees include VAT.	11.2
5.4.2	You will be liable for all the fees charged in connection with your SIM and the use of the Services, whether or not you personally used the Services.	11.2
5.4.3	We may change our fees at any time. If we do, we will give you reasonable notice through your Subscriber Account, by posting the changes on the Website, by sending you an email or an SMS, or through another communication technology.	11.3
6	FAQS	11.4
6.1	We may also include important information regarding the Services in our FAQs.	
6.2	If there are any differences between the FAQs and these Terms, these Terms will apply.	
7	Intellectual Property	11.5
	Nothing in these Terms is a licence for you to use or a transfer to you of any intellectual property belonging to Standard Bank, including copyright or trademarks relating to the name "UCount Mobile", the Services, the SIM and the software in the SIM.	
8	Cookies	11.6
8.1	We use cookie technology for the Website. A cookie is a small text file that is saved on your internet browser when you use the Website. The cookie is sent to us each time you visit the Website. Cookies make it easier for us to give you a better experience online.	
8.2	You can stop your web browser from accepting cookies by changing the settings on your web browser. If you restrict cookies, it may impact the functionality of the Website. We recommend that you allow cookies. On most web browsers, cookies are enabled by default.	
9	Your Responsibility for our Loss or Damages	12
9.1	You will be held liable for (and you must pay for) any loss or damages that we may suffer because:	12.1
9.1.1	you breached any of these Terms;	
9.1.2	you gave us wrong instructions or information; or	
9.1.3	someone used your SIM without your permission.	12.2
9.2	We may rely on third-party service providers to provide the Service. To the extent that this is allowed by Applicable Law, you will not hold us or any of our third-party service providers liable for any loss or damage that you suffer because of our actions, or the actions of the third-party service providers.	12.3
9.3	We cannot be held liable for any failure, default or delay in providing the Services if it is caused by an event beyond our control.	13
9.4	If we institute legal proceedings against you because you breach these Terms, you will have to pay for our costs, including tracing agent fees and legal fees on an attorney-and-own-client scale.	13.1
10	Cancellation	13.2
10.1	We can cancel these Terms immediately if:	
10.1.1	you breach these Terms;	
10.1.2	we believe or suspect you are using the Services fraudulently or unlawfully (illegally); or	
10.1.3	you damage the Network or put the Network at risk;	
10.1.4	you do not pay the UCount Mobile membership fee;	
10.1.5	you do not use the SIM for three months; or	
10.1.6	we must do so for legal reasons or to comply with our internal policies.	14
10.2	If these Terms are cancelled and/or you deactivate the SIM, you will not be able to access the Services and any unused Airtime and bundles purchased from us will be lost.	14.1
10.3	If these Terms are cancelled, we will send you a final invoice setting out all fees you owe us. You agree that this final invoice will be proof of the amount you owe us and that it will be binding on you for the purposes of getting a judgment against you in a court.	14.1.1
10.4	Where we believe or suspect that you are involved in any	14.1.2
	Prohibited Activity, we may also blacklist you on our database, refuse to accept or process payment on any order and/or cancel any order, on notice to you. We are not responsible for any liability as a result of this blacklisting and/or refusal to process any order.	14.2
	You can choose to stop using the Services at any time.	
	Limit to our responsibility to you	
	Your use of the Services depends on factors beyond our control, such as the Network coverage. To the extent allowed by law, we are not responsible for any direct or indirect loss or damages you may suffer if you cannot use the Services because of factors beyond our control.	
	To the extent allowed by Applicable Laws, we are not responsible for any direct or indirect loss or damages related to your use of the Services, for any reason, even if we were told that loss or damage was possible.	
	Except as required by Applicable Law or where we are grossly negligent or it is our fault, we are not liable for any loss you suffer if you use the Website or if you rely on any information provided in either store.	
	Certain Devices may be under warranty, however, the information provided on the Website are provided as is, without warranty, which includes the following implied warranties (as may be allowed under Applicable Law): that the Device is working, that the Device can be used for a specific purpose, that the Device is complete, and that the Device is not patented by someone else and does not have a copyright claim against it.	
	While we make reasonable efforts to ensure that the content of the Website is accurate and complete, we make no warranties as to the quality, timeliness, operation, integrity, availability or functionality of the Website or as to the accuracy, completeness or reliability of any information on the Website.	
	We also make no warranty that the information contained in the Website is free of viruses, spyware, malware, trojans or any other data or code that can corrupt, compromise, disable or otherwise hamper your computer, mobile device, network, hardware or software. You accept the risk associated with this.	
	Changes to these Terms	
	We reserve the right to change these Terms. We will let you know about such changes through your Subscriber Account, by posting the changes on the Website, by sending you an email or an SMS, or through another communication technology.	
	The latest version of these Terms applies to you each time you use the Services. By continuing to use the Services, you agree to these updated Terms.	
	You may not change any of these Terms.	
	Where Legal Documents and Notices will be sent	
	You choose the street address you gave us when you entered into these Terms as the address where any legal documents or notices may be served or delivered to you (your <i>domicilium citandi et executandi</i>).	
	We can send other written communication or notices to the street, postal or email address that we have on record for you.	
	Complaints and Query Resolution	
	You can contact us through our Customer Services department:	
	by calling 080 121 2577 (at normal charges) or 135 (free of charge if you have a Standard Bank SIM card).	
	by email at support@mobile.standardbank.co.za	
	Should you have any query relating to your UCount Rewards membership please call the Contact Centre or send an email to: enquiries@ucount.co.za . The Contact Centre's operating hours are Monday to Friday: 8am to 5pm, Saturday: 8am to 12pm, Sunday and public holidays: Closed	
	Customer Services' operating hours are Monday to Friday, 9am to 5:30pm (it is closed on Saturdays, Sundays and public holidays).	
	If you have a problem and we do not solve it, or if you are not happy with the way in which it was solved, you can contact:	
	the National Consumer Commission by telephone on 012 428 7000 or 012 428 7726 or by email on complaints@thenc.org.za	
	ICASA through the ICASA website at www.icasa.org.za , by email at consumer@icasa.org.za or by fax on 011 566 3444 .	
	the Ombudsman for Banking Services through the website at www.obssa.co.za , by telephone at 0860 800 900 or 011 838 0035 , by fax at 011 838 0043 or by email at info@obssa.co.za .	