

MOBILE APPLICATION

PERSONAL DETAILS

TITLE		SURNAME																	DATE OF BIRTH	Y	Y	Y	Y	M	M	D	D								
FULL NAMES																			ID NO																
PHYSICAL ADDRESS																			POSTAL ADDRESS																
																			CODE																
TEL NO (H)																			CELL NO																
																			WORK TEL																
EMAIL																			MARITAL STATUS	COP	ANC	CUSTOMARY	SINGLE												
MARRIED COP, DO YOU HAVE YOUR SPOUSE'S CONSENT?	YES	NO	SEPARATED	DIVORCED	LIVING TOGETHER	WIDOWED																													

SPOUSE DETAILS

[illegible]

NEXT OF KIN DETAILS

[illegible]

EMPLOYMENT DETAILS

EMPLOYER		TEL NO (W)	
OCCUPATION		DEPARTMENT	
SALARY NO		HR CONTACT PERSON	
		HR CONTACT NO	
DATE EMPLOYED		IS YOUR APPOINTMENT	
CONTRACT START DATE		CONTRACT END DATE	

BANKING AND AUTHORITY FOR DEBIT ORDER

ACC HOLDER		ACC NO	
BANK		BRANCH NAME	
TYPE OF ACCOUNT	SAVINGS CHEQUE TRANSMISSION	BRANCH CODE	

I/We hereby instruct and authorize Weava Cell or their nominee to draw against my/our account with above-mentioned bank with all amounts becoming due and payable by me/us pursuant to the acceptance of this application and hereby warrant that I/we are the authorized signatures.

ACCOUNT HOLDER SIGNATURE INITIALS AND SURNAME

SALARY INFORMATION

PAID	WEEKLY FORTNIGHTLY MONTHLY	IF WEEKLY, SPECIFY DAY OF WEEK	
IF SALARY DATE FALLS ON A WEEKEND OR PUBLIC HOLIDAY, WHEN IS THE PAY DATE:	BEFORE AFTER	IF MONTHLY, SPECIFY PAY DATE	

DECLARATION AND CONSENT BY SUBSCRIBER

May we contact you for marketing purposes: YES NO

I DECLARE THAT:

1. All the information in this application is true and correct.
2. I am not an un-rehabilitated insolvent nor under administration.
3. I am a South African Citizen.
4. Weava Cell may decline this application for any reason whatsoever.
5. Weava Cell is entitled to conduct any enquiries which may be necessary to enable Weava Cell to evaluate this application.
6. By appending my signature to this agreement I acknowledge that should WeavaCell wish to obtain from or disclose to a third party my credit record and payment history I will be deemed to have given my consent to supply or obtain such information.
7. My monthly salary is deposited into this bank account as stipulated in this agreement and I will not change this arrangement with my employer or bank for the duration of this Agreement.

The subscriber hereby gives written consent to WeavaCell to obtain the subscriber's credit profile information from a credit bureau or credit reporting agency and to submit the subscriber's personal information to a credit bureau or credit reporting agency as is relevant to establish the subscriber's credit standing. Any adverse information listed during the past 12 months on the credit bureau will negatively affect the subscriber's credit application. This credit profile will be treated with absolute confidentiality and will not be divulged to any other party without the subscriber's consent. The information will only be utilized for risk related purposes relevant to the application.

DECLARATION: Are you, or have you ever been:

Under debt review YES NO Under Sequestration YES NO Under administration YES NO

AFFORDABILITY DECLARATION

NAME AND SURNAME OF APPLICANT ID No

Rental/House:	
Water & Lights:	
Bank statement expenses (excluding loans) e.g. insurance, etc:	
Other (e.g. school fees, groceries, petrol, etc.):	

I hereby declare that the above information is accurate according to my knowledge.

I hereby give written consent to Weava Cell to obtain my credit profile information from a credit bureau or credit reporting agency and to submit my personal information to a credit bureau or credit reporting agency as is relevant to establish my credit standing.

SIGNED ON THIS DAY OF 20 APPLICANT SIGNATURE

FOR OFFICE USE

PACKAGE CHOSEN HANDSET CHOSEN

CONSULTANT NAME CONSULTANT SIGNATURE DATE

INITIAL

SUBSCRIBER AGREEMENT

TERMS AND CONDITIONS

SUBSCRIBERS DEFINITION

1. In this agreement, unless the contract clearly indicates, the words herein below defined shall have the meaning assigned to them and similar expressions shall bear corresponding meanings.
2. "Activation" means the enabling of a SIM card to operate on any of the national cell phone networks, subject to the terms and conditions of this agreement.
3. "Agreement" means the application form and these terms and conditions.
4. "Charges" means the connection charges, monthly service fees, deactivation, reactivation and suspension pertaining to the provision of the network services, SIM cards and any other services howsoever described by Weava Cell to the subscriber from time to time.
5. "Equipment" means a GSM terminal phone device and accessories thereto, utilised by the customer to send or receive a point-to-point delivery of signals carrying sound or data.
6. "Initial period" means a period of 24 (twenty-four) successive months commencing from the date of activation which date shall be set out in the first bill sent to the subscriber.
7. "Insurance charges" means the premium payable for the insurance of the equipment against risk of loss or damage.
8. "A month" shall mean a calendar month.
9. "Monthly service charge" means the monthly charge levied by Weava Cell in consideration for the subscriber's access to and use of the network services.
10. "Weava Cell premises" means the offices of Weava Cell as set out in the application form.
11. "MSISDN" means the mobile station international subscriber directory number (otherwise known as the mobile telephone number) programmed into each SIM card.
12. "Network services" means the mobile telephone services provided by any of the national cellphone providers' network from time including, inter alia, SMS cards and other services that Weava Cell may determine from time to time.
13. "Order" means the application form or in any other form approved by Weava Cell for the provision and/or installation on terminal equipment, SIM cards and/or use of the network services.
14. "Package option" means any of the tariff plans under which the network services are made accessible to subscribers. May vary according to the rate of usage charges, value-added services included and other variables determined by Weava Cell or the network operator from time to time.
15. "Price list" means the schedule on which the charges levied are recorded from time to time.
16. "Initial period" means a period of 24 (twenty-four) successive months (alternatively, period indicated) on the day immediately following (a) the expiration of the initial period or (b) an anniversary of the expiration on the initial period as the case may be.
17. "SIM card" means a subscriber identity mobile which when activated, provides a subscriber using compatible equipment with access to the network services.
18. "Subscriber" means that party whose particulars appears on the application form.
19. "Usage charges" means the charges charged to the subscriber for recording usage of the network services from time to time.
20. "Value-added services" means the secondary services designated as such and which may be provided only to subscribers under certain package options.

COMMENCEMENT AND TERMINATION

1. This agreement shall commence on the date of activation of a SIM card issued to the subscriber by Weava Cell and shall be subject to the provisions of clause 5 and, continue for the initial period, and thereafter continue on a month to month basis.
2. One calendar month notice is required in writing should the subscriber wish to cancel the contract after the initial period, provided that the subscriber has not exceeded the period for a further term as a result of a handset upgrade or similar reason.

SUPPLY OF SIM CARDS, INSTALLATION AND NETWORK SERVICES

1. The approval of this application by the subscriber is to Weava Cell's sole discretion.
2. All risk of loss or damage in and to SIM cards supplied and delivered to the subscriber shall pass to the subscriber on delivery.
3. If a SIM card is lost, stolen or damaged, Weava Cell may in its discretion require the subscriber to effect payment of a reasonable charge in respect of the cost issuing a replacement.
4. The subscriber hereby warrants and:
 - a. Shall not use or allow the equipment to be used for any unlawful purpose, nor in any way which may cause injury or damage to persons or property or an impairment to the network service.
 - b. Shall not permit any third party to reverse engineer, decompile, modify or tamper with the software, the MSISDN or the ICC contained in, or pertaining to any SIM card.
5. Where the subscriber subscribes to a package option that includes provision of value-added services free of charge, the network operator shall be entitled, in its sole discretion, to vary, discontinue or substitute any such value-added services.

CHARGES

1. In consideration for the provision of the network services, insurance and any other services supplied shall be liable for payment of monthly or other fees as contracted, whether or not the network services have been, or are being utilised by the subscriber.
2. All charges are subjected to change from the network provider and their price list from time to time.
3. Unless otherwise agreed to in writing, the payment of the subscriber:
 - a. For the supply and delivery of equipment, installation and SIM card
 - b. Monthly service charges and usage charges, if applicable, are paid monthly in advance.
4. In the event that payment for the services provided be made by debit order, the subscriber will commit a breach of this agreement if the subscriber:
 - a. Cancels such debit order without the written consent of Weava Cell.
 - b. Does not have sufficient funds to debit order on due date. The subscriber hereby authorises Weava Cell to debit a bank account held by the subscriber and indicated from time to time for the charges owed by the subscriber to Weava Cell in terms of its agreement.
5. The monthly statement (bill) shall be sent by Weava Cell to the subscriber in arrears at the address supplied in the schedule. It shall be the duty of the subscriber to check the bill in order to ensure that the contents thereof are correct. Unless a query is raised in respect of the contents of a bill within 30 days from the date thereof, the contents thereof shall be deemed as correct.
6. Any migration from one package option to another shall for the duration of this agreement be subject to levy fees for migrations.
7. Where the package option includes free minutes (inclusive minutes):
 - a. No usage charges will be payable for the inclusive minutes.
 - b. Inclusive minutes must be used during a period of a month prescribed and cannot be accumulated.
 - c. Where the subscriber subscribes to the package option with weekend only inclusive minutes, the inclusive may only be utilised on the weekend between 20h00 Friday to 08h00 Monday.
 - d. Inclusive minutes where they are applicable to a package option, shall be limited to local, national and mobile calls within the Republic of South Africa (as defined below), as well as calls to the value-added services to which the subscriber may have free subscription from time to time.
 - i. A local call is a call made to destinations within the Republic of South Africa, less than 400 kilometres away from the originator of the call.
 - ii. A national call is a call made to a destination within the Republic of South Africa equal to or greater than 400 kilometres away from the originator of the call.

DECLARATION:

I/we the undersigned hereby warrant that the details supplied are true and correct. We hereby also declare that I/we have read and understood the standard terms and conditions overleaf. Should the application be approved, I/we hereby abide by the said conditions.

8. A mobile to mobile is a call within the Republic of South Africa from one terminal equipment to another where both are connected to a PLMN (Public Land Mobile Network) in the Republic of South Africa, local, national and inclusive minutes are calculated and charged in units 60 seconds for the first, and 30 seconds units thereafter (unless you are on a per second price plan). In the event that the subscriber uses any part of a unit, the subscriber shall be liable for the full charge in respect of that unit.

SUSPENSION

1. Weava Cell can at any time, and without notice to the subscriber and in any manner whatsoever provided by the network service, suspend the subscribers connection if:
 - a. Any modifications, maintenance or remedial work is required to be undertaken pertaining, to the network services
 - b. The subscriber fails to perform any of his obligations, or breaches any terms of this agreement.
2. In the event that the subscriber's access to the network service is suspended, the subscriber shall still be liable for the monthly services charges during any such period of suspension.

LIMITATION OF LIABILITY

1. Without detracting from any of the provisions of this agreement, Weava Cell shall not be liable to the subscriber for any loss or damage suffered by the subscriber, and whether same is direct or consequent to the:
 - a. Latest supply and/or deliver and/or installation of any equipment or SIM cards
 - b. Network services being interrupted, suspended or terminated, for whatsoever reason.

BREACH

1. In event that the subscriber breaches any terms of the agreement, or fails to fulfil any obligation resting upon the subscriber, including a failure to pay any amount owing to Weava Cell on due date, then without prejudice to its rights in term of this agreement or the common law, Weava Cell may forthwith and without notice to the subscriber either terminate this agreement or call for specific performance of all the subscriber's obligations and immediate payment of all sums of money owing by the subscriber, whether or not then due.
2. Weava Cell shall be entitled forthwith without notice to terminate this agreement in the event provisionally or finally and voluntarily or compulsory.

INSURANCE

1. Unless the subscriber specifically elects to take insurance on the equipment and related risks, or the subscriber shall not be covered in respect of the loss or damage of the equipment and related risks. It shall be the responsibility of the subscriber to obtain and familiarise himself with the terms and conditions of the insurance policy applicable.
2. It shall be the responsibility of the subscriber to ensure that the premiums in respect of the insurance policy are paid timeously in full.

GENERAL

1. All prices and charges set out in this agreement are exclusive of value-added tax.
2. The rights and obligations of the subscriber in term of this agreement may not be ceded or delegated to any third party. The rights and obligations of Weava Cell in terms of this agreement may be ceded and delegated by it to any other party without written notice to the subscriber.
3. The terms and conditions of this agreement are subject to the terms and conditions of the license issued to the network operator.
4. This document contains the entire agreement between the parties regarding the matters contained herein and no other warranties, undertakings and/or representations have been made to the subscriber.
5. No indulgence or extensions (of time) shall in any way prelude Weava Cell from exercising any of its right in the future.
6. This agreement and all matters and disputes arising there from incidental therefore shall be governed and construed in accordance with the law of the Republic of South Africa.
7. If any term, condition, agreement or provision contained in this agreement is held by any court having jurisdiction to be enforceable, illegal, and void or contrary to public interest, such term, condition or provision shall be regarded as being devisable from the remainder of the agreement.
8. The subscriber hereby authorises Weava Cell to disclose the subscriber's personal details to any other party, whenever it is reasonably necessary for Weava Cell to properly perform its function or protect its interest or for the purpose of enabling emergency network services repair services and information to network users generally.
9. Each of the parties choose as domicilium citandi et executandi ("domicilium") for the purpose of the giving of any notice, serving of any process arising from this agreement their respective addresses set forth in the schedule.
10. Each of the parties shall be entitled from time to time, by written notice to the other vary its domicilium to any other address within the Republic of South Africa which is not a post office box poste restante.
11. No alteration, cancellation or variation which the subscriber may be entitled to make to the alteration or variation is given to Weava Cell.
12. Where in terms of this agreement any communication is required to be in writing, the writing shall include communications by telex and/or facsimile.
13. In the event of Weava Cell taking any legal steps arising out of this agreement, the subscriber shall be liable for legal costs on the scale as between attorneys and client and/or any collection costs.
14. Weava Cell shall be entitled to charge banking and/or administration fees in the event of the subscriber defaulting in its payment or any other of its obligations as set out in the agreement.

EQUIPMENT

1. Ownership in and to equipment supplied and delivered by Weava Cell to the subscriber is reserved until payment of all amounts payable to Weava Cell respect of this agreement has been affected in full.
2. All risks in and to equipment supplied and delivered by Weava Cell to the subscriber shall vest in the subscriber until payment of the full amount is received in terms of this agreement.
3. Weava Cell's obligation in terms of any warranties pertaining to the equipment shall be limited to the warranty provided by the manufacture of the equipment.
4. Should the subscriber, upon receiving of the equipment, discover any fault or defect in the equipment to a service outlet in the same conditions and packaging was received. Prevailing out of box failure warranty conditions shall apply.

LIQUIDATED DAMAGES

1. In the event of early termination of this agreement for whatsoever reason, Weava Cell shall have the right to claim from the subscribers an amount equivalent to the value of this agreement.
2. In the event of Weava Cell terminating this agreement due to breach by the subscriber, the balance amount owing in terms of this agreement will be regarded as liquidated damages.
3. A certificate issued by a manager of Weava Cell confirming the outstanding balance will be regarded as prima facie proof of any amount outstanding from time to time.

APPLICANT INITIALS AND SURNAME: SIGNATURE: DATE:

CUSTOMER INFORMATION LEAFLET

weava
CELL

Dear Weava Cell Customer,

Thank you for purchasing your Weava Cell Airtime/Data contract from the _____ Weava Cell outlet. The purpose of this leaflet is to supply you with answers to typical questions you may have and in no way replaces the standard terms and conditions of the agreement. Please ensure that you discuss these and any other questions you may have, with your sales consultant. In addition please ensure that you sign a Customer Selection Confirmation document confirming what you have selected and what was issued to you. Kindly retain a copy of the Customer Selection Confirmation document, this information Leaflet and your original proof of purchase (issued at point of sale).

APPLICABLE TO AIRTIME CONTRACTS:

I. GETTING STARTED

- **How long will it take before I can use my new cellphone and SIM card?**
Provided your contract has been approved and signed and contractibility has been established, it can take up to 48 hours for your new SIM card to be activated on the Vodacom Network. You should keep the device in which the SIM card has been inserted, off until activation. Should the device be on and the SIM card has not been activated, you need to switch the device off and back on again. If you cannot make or receive calls after 48 hours, please contact the Weava Cell outlet where you purchased your contract.
- **What is my cellphone number?**
You will receive an SMS notifying you of your new cell-phone number as soon as your SIM card has been activated on the Vodacom network. However, if you convert from a prepaid tariff, OR ported from another network, your cellphone number will remain unchanged. If you are converting from a pre-paid to a contract tariff you must redeem your accumulated talking points by calling 082 241 1082 PRIOR to signing your contract, else your accumulated talking points will be forfeited.
- **Is there anything I should do PRIOR to using my cellphone?**
We recommend that you charge your cellphone as per the instruction manual provided by the cellphone manufacturer BEFORE you start using your cellphone.
- **Is there anything I should do AFTER my SIM card has been activated by Vodacom**
We recommend that you set up your Vodacom voice mailbox by dialing 121, and following the voice prompts. If you want to set up your cell-phone to divert calls to your voice mailbox, please refer to the instruction manual provided by the cell-phone manufacturer.

2. CELLPHONE-RELATED MATTERS

- **What factors should I consider when selecting my new cellphone?**
It is very important that you select the cellphone of YOUR CHOICE, considering the features and functionality that are relevant to your needs. We advise that you discuss your needs with the Weava Cell sales consultant PRIOR to selecting your new cellphone. Once you have received the cellphone of YOUR CHOICE, Weava Cell will not exchange your cellphone for a different make/model/unit.
- **What should I do if my new cellphone is faulty?**
 - Vodacom provides a 2 year warranty on all cell-phones purchased from approved Weava Cell outlets. Please refer to the 'TWO Year Warranty Guide' attached to your cellphone packaging.
 - HOWEVER, if you experience problems with your cellphone within 10 days of purchase, we advise that you contact the Weava Cell outlet from which you purchased your cell-phone, or have the handset taken to a Vodacare Centre. An **"Out-of-Box Failure" (OBF)** is defined as a new handset/data card/modem that is found to be technically faulty within 10 (ten) days of purchase.
- **What are the requirements for an OBF?**
 - Items must be returned **within 10 (ten)** calendar days from date of purchase on official invoice.
 - Original proof of purchase must be supplied (as received at point of sale).
 - All handsets must be **assessed** by a Vodacom Technician for any faults reported by the client before being exchanged. This assessment may take up to 72 hours.
 - Devices that are faulty due to software issues and that can be resolved by way of a software upgrade will be performed free of charge.
 - All data cards must be assessed by a Vodacom Data Specialist/ Vodacom Cell Technician to confirm fault/s (report may be requested) before an exchange can be made.
 - Items that qualify as OBF will only be swapped with the **same make and model**.
 - The **original contents of the "box"**, (handset, original battery, original charger, original antenna, manual and any other accessories) must be complete and packaging intact/in good condition.
 - The IMEI number on the box must match the IMEI number on the phone/data card.
 - There must be **no physical damage** on the product or its accessories, or any signs of neglect due to; physical abuse, liquid damage, screen scratches, dents or marks.

Please Note: Physical damage (including seemingly trivial surface scratches, marks etc) could result in an Out of Box Failure (OBF) claim being rejected. In the event that you experience a problem with your new device, you are encouraged to return it to the outlet as soon as possible to reduce the risk of an OBF rejection due to physical damage. Kindly refer to the Device Warranty Agreement form issued in-store.

CUSTOMER SELECTION CONFIRMATION

weava
CELL

Customer Initial & Surname: _____ Contact Number: _____

- ☐ **Contract**** Complete Section: A, B, C, D and E
☐ **Upgrade**** Complete Section: A, B*, C, D and E

*If Applicable **This information is in addition to the standard contact terms & conditions

A. HANDSET/ DEVICE INFORMATION Customer Confirmation _____

Make: _____ Model: _____

I confirm the unit selection noted above is my own choice and that the unit's features and functionality are relevant to my needs as per consultation with a Sales Consultant regarding my preference and needs.

I further confirm that I have been informed that I may void all applicable warranties by using non-original (generic) accessories with my device.

B. ACCESSORY/DATA SUPPORT INFORMATION (if applicable) Customer Confirmation _____

i. **Accessory Description:** _____

I confirm the unit selection noted above is my own choice and that the unit's features and functionality are relevant to my needs. I have been advised to refer to my applicable Manufacturer User Guide regarding warranty requirements and the use of accessories.

ii. **Chargeable Data Support:** _____

I confirm I received the abovementioned Data Support and that I understand the applicable cost and indemnity & liability exemptions.

C. TARIFF PLAN Customer Confirmation _____

Tariff: _____ Monthly Subscription: _____ per month

☐ **Voice:** _____ ; _____ **SMS's free per month*:** _____ **MMS's free per month***

☐ **Data:** _____ **data free per month***

*Terms and conditions may apply

I confirm that the above tariff plan is my own choice and that the conditions of the plan will suit my needs. I had the opportunity to consult with a Sales Consultant to determine the best suited tariff plan including monthly and SIM & Connection charges to which I agree. I have received a Tariff brochure detailing associated costs. Furthermore I acknowledge the following:

- I am aware of the amount that is to be deducted from my bank account within 60 days of activation of my new line
- Weava Cell will notify me, 40 to 80 days prior to the end of the 24-month contract period, of the pending expiry
- In response to the notification, I may:
 - Renew my agreement for a further fixed term (perform an Upgrade)
 - Give Weava Cell 20 business days written notice of my intention to cancel the contract at the end of the fixed period
- Should I not contact Weava Cell in the period prior to contract expiry, the contract will continue on a month-to-month basis. Any reduced subscription fees and/or free services included in the initial contract will fall away and standard tariffs and conditions will apply, applicable to the tariff plan originally selected.

D. CUSTOMER INFORMATION LEAFLET Customer Confirmation _____

I confirm that I have received a Customer Information Leaflet therein has been discussed with me. I further confirm that I understand the information contained in the Leaflet.

E. ADDITIONAL INFORMATION Customer Confirmation _____

I confirm that I have received the following information applicable to my transaction, and that I understand the Terms and Conditions explained therein:

- ☐ Contract Activation Authorization
☐ Device Warranty Info
☐ Insurance Info

I hereby confirm that I understand and accept information contained in this document and that I received an original proof of purchase.

Customer Signature: _____ Date: _____

Consultant Name: _____ Signature: _____ Dealer ID: _____