

## **Terms and Conditions – MTN Play Woman’s Bundle**

The MTN Play Woman’s Bundle (Hereinafter referred to as the “**Service**”) is a subscription service billed at R2/daily, R10/weekly and/or R30/monthly (Network Charges may apply).

The MTN Play Woman’s Bundle is provided by **MTN** using the **Worldplay** technical platform (Hereinafter referred to as the “**Worldplay Bundle Me Platform**”) and the **Service** consists of a variety of bundled subscription service offerings, as may be determined by **MTN** from time to time.

By making use of the **Service** provided by **MTN** over the **Worldplay Bundle Me Platform**, the **Subscriber** unequivocally agrees to abide by these terms of service (“**MTN Terms**”), which **MTN Terms** may be updated by **MTN** from time to time.

These **MTN Terms** govern the relationship between you (“Hereinafter and hereinbefore referred to as the “**Subscriber**”), **MTN**, **Worldplay**, the providers of the specific subscription services comprising the **Service** from time to time, including their respective affiliates.

Any updates to these **MTN Terms** shall be published at [www.mtn.co.za](http://www.mtn.co.za) (“**Website**”) and the **Subscriber** agrees that it is incumbent upon it to regularly check the **Website** for updates.

By continuing to make use of the **Service** after changes have been made to these **MTN Terms**, the **Subscriber** is deemed to have accepted such changes in their entirety.

It is an express and material provision of these **MTN Terms** that, in addition to the **MTN Terms** contained herein, as amended from time to time, the **Subscriber** expressly agrees to abide by the “service specific” terms of

service applicable to each specific service making up the **Service** (Hereinafter referred to as the “**Service Specific Terms**”).

In the event of a material conflict between the **Service Specific Terms** applicable to each specific service making up the **Service**, and these **MTN Terms**, the **MTN Terms** shall prevail to the minimum extent necessary to resolve the conflict only.

## 1. **Description of the MTN Play Woman’s Bundle**

1.1 The MTN Play Woman’s Bundle is a subscription service comprising a variety of different mobile value-added services.

1.2 The **Subscriber** will have access to the following services and related features against payment of the subscription fee:

- Smart Dr
- Parent with Sense
- Gem Queens
- Go Life
- Yami

1.3 The **Subscriber** opts in by visiting MTN Play or via other digital acquisition channels.

1.4 A subscription fee of R2 per day, R10 per week and/or R30 per month is payable on a recurring basis for access to this **Service**.

1.5 The **Service** may be offered on a promotional basis and may be withdrawn from the market or changed at any time at **MTN’s** discretion. Notwithstanding such withdrawal, vouchers issued as part of the **Service** remain valid until expiry.

- 1.6 The **Subscriber** may cancel the **Service** at any time without contractual penalty. If the **Subscriber** does not cancel the **Service**, it will endure on a daily basis until cancellation is received by **MTN** and/or **Worldplay**. Notwithstanding such cancellation, vouchers issued as part of the **Service** remain valid until expiry.

## 2. **Duration and Termination**

- 2.1 The **Service** will endure on a day-to-day basis from the start date until the **MTN** and/or **Worldplay**, in its sole and absolute discretion elects to discontinue the **Service**.
- 2.2 The **Subscriber** may cancel at any time during this term, without penalty. The **Subscriber** is responsible for ensuring that cancellation of the **Service** is actioned.
- 2.3 Should the **Subscriber** incorrectly complete the cancellation process, neither **MTN** and/or **Worldplay** will be liable for any additional costs or compensation due to the error.
- 2.4 The **Subscriber** acknowledges that **MTN** may terminate these **MTN Terms** by written notice, including email or SMS, and without liability in the event of the termination of its agreement with any provider of a specific service or an upstream licensee relevant to the provision of any specific service comprising the **Service** from time to time.

## 3 **Payment and Terms**

- 3.1 A subscription fee of R2 per day, R10 per week and/or R30 per month will be deducted in full of the **Subscriber's** airtime balance on a daily, weekly and/or monthly basis from the date that the **Subscriber** subscribes to the **Service**.

#### 4. How to Stop the Recurring Subscription

- 4.1 To cancel the **Service**, the **Subscriber** should: dial \*123#, reply 8 to Manage Subscriptions then reply 1 to View or cancel subscriptions, then follow the prompts on screen to select and cancel the MTN Play Woman's Bundle.
- 4.2 The **Subscriber** will receive an SMS notification confirming that the **Service** has been successfully cancelled.

#### 5. Subscriber Support

- 5.1 For MTN billing queries, dial 135 (free from your MTN SIM).
- 5.2 For any other queries related to the **Service**, dial 135 (free from your MTN SIM) or email at **complaints@mtn.com**.

#### 6. Marketing, Notices, Disclaimer and Limitation of Liability

- 6.1 The various providers of the specific services comprising the **Service** are all members of the Wireless Application Service Providers Association of South Africa ("**WASPA**") and are bound by the **WASPA** Code of Conduct found at [www.waspa.org.za](http://www.waspa.org.za).
- 6.2 **Subscribers** have the right to approach **WASPA** to lodge a complaint in accordance with the **WASPA** complaints procedure.
- 6.3 **MTN, Worldplay** and/or any of the specific service providers may be required to share information relating to the **Service** and/or a **Subscriber** with **WASPA** for the purpose of resolving a complaint. **WASPA** website: [www.waspa.org.za](http://www.waspa.org.za)
- 6.4 The **Service** is a subscription service bundle, incorporating a variety of specific subscription services, charged at R2 per day, R10 per week and/or R30 per month.
- 6.5 By using the **Service**, the **Subscriber** agrees that he/she is at least 18 years of age and has the bill payers' permission.

- 6.6 Compatible handsets only.
- 6.7 By using the **Service**, the **Subscriber** agrees to receive SMS alerts and promotional material relating to this and similar services. To opt out, visit the My Account page and update your communication preferences.
- 6.8 This **Service** must not be used:
- 6.8.1 to intentionally engage in illegal conduct;
  - 6.8.2 to knowingly create, store or disseminate any illegal content;
  - 6.8.3 to knowingly infringe copyright;
  - 6.8.4 to knowingly infringe any intellectual property rights, or
  - 6.8.5 to send spam or promote the sending of spam.
- 6.9 **MTN** and/or **Worldplay** has the right to suspend or terminate any **Subscribers** access to the **Service** if it reasonably believes that the **Subscriber** has not complied with these **MTN Terms** and/or **Service Specific Terms** or any other related contractual obligations, and **MTN** has the right to take down any content (hosted as part of the service) that it considers illegal or for which it has received a take-down notice.

## 7. **Protection of Personal Information and Direct Marketing**

- 7.1 **MTN** and **Worldplay** are committed to protecting the **Subscriber's** privacy and ensuring that their personal information is protected in accordance with data protection legislation and regulations in South Africa, including but not limited to the Protection of Personal Information Act 4 of 2013 (**POPIA**). Without limiting the generality of this commitment, these parties will:

- 7.1.1 Only collect personal information as is necessary to provide the **Service**, including offering other products and services that may be of interest;

- 7.1.2 Only process collected personal information for this purpose.
- 7.1.3 Only transfer personal information where required for the provision of the **Service** and only then where an agreement is in place with the transferee to ensure continued compliance with **POPIA**;
- 7.1.4 Take industry standard measures to secure personal information in their possession;
- 7.1.5 Delete personal information where it is no longer required;
- 7.1.6 Otherwise only release personal information where under a legal obligation to do so;
- 7.2 The **Subscriber** consents to the processing of his or her personal information as outlined above.
- 7.3 The **Subscriber** shall familiarise himself or herself with the Customer Privacy and Notice available on the **Website**.
- 7.4 The **Subscriber** expressly agrees, inter alia, that;
  - 7.4.1 **Subscriber's** use of the **Service** offered by **MTN** using the **Worldplay Bundle Me Platform** is done entirely at **Subscriber's** own risk.
  - 7.4.2 In amplification of clause 7.4.1 above, **Subscriber** agrees to indemnify and hold **MTN** and **Worldplay** harmless against any and all losses, whether direct and/or indirect, howsoever arising, out of the use of the **Service** by the **Subscriber** and/or any other 3rd parties connected therewith.
  - 7.4.3 **Subscriber** acknowledges that **MTN** and/or **Worldplay** cannot and will not accept any liability for the **Service**, and/or **Subscribers** use thereof.

- 7.5 In amplification of the above, **Subscriber** acknowledges and agrees, inter alia, that;
- 7.5.1 **MTN** and/or **Worldplay** cannot guarantee the stability of the **Worldplay Bundle Me Platform** or the uninterrupted availability of the **Worldplay Bundle Me Platform**;
- 7.5.2 **MTN** and/or **Worldplay** cannot guarantee the continuation of the **Service** or that the **Service** will be uninterrupted and/or error free
- 7.5.3 The pricing applicable to the **Subscriber's** use of the **Service** may change from time to time based on the cost of the specific services comprising the **Service**, which increases, if applicable, shall be passed on to the **Subscriber** from time to time.
- 7.5.4 **MTN** accordingly reserves its rights to amend the applicable pricing from time to time upon prior-written notice to the **Subscriber**.
- 7.5.5 **Subscriber's** ongoing use of the **Service** after notification of a price change has been given shall be deemed as acceptance of the applicable price change by the **Subscriber**.
- 7.6. **Subscriber** agrees to pay any and all **MTN** fees/charges pertaining to **Subscriber's** use of the **Service**, free from deduction and/or set-off.
- 7.7 Unless otherwise agreed to in writing, all fees/charges payable in respect of the **Service** are payable in advance ie: on a "pre-paid" basis, and/or after the fact where applicable to services which can only be billed pursuant thereto.
- 7.8 **MTN** and/or **Worldplay** makes no guarantees and/or warranties in respect of the **Service** and/or the **Worldplay Bundle Me Platform**, and all of **MTN's** and/or **Worldplay's** liability is expressly disclaimed to the maximum extent possible in law.

- 7.9 The **Subscriber** is responsible for ensuring that any and all applicable laws are adhered to in its use of the Service, including but not limited to the Consumer Protection Act, No 68 of 2008, the Electronic Communications Act, No. 36 of 2005, the Electronic Communications and Transactions Act, No. 25 of 2002, the National Gambling Act, No 7 of 2004, the Regulation of Interception of Communications and Provision of Communication-Related Information Act, No. 70 of 2002, and the Protection of Personal Information Act, No. 4 of 2013.
- 7.10. In addition to any and all other disclaimers provided for herein, and without prejudice to the general disclaimers provided for by **MTN** and/or **Worldplay**, the **Subscriber** expressly agrees that **MTN** and/or **Worldplay** cannot be held liable for any losses incurred by the **Subscriber**, and/or any other 3rd party associated with it, for factors which are outside the direct control of **MTN** and/or **Worldplay**, including but not limited to power outages, loadshedding, network outages, strikes, acts of God, etc.