

ECONET PREMIUM TERMS AND CONDITIONS

1 GENERAL CLAUSES

- In this agreement, unless the context clearly indicates a contrary intention, the words defined below shall have the meanings assigned to them and similar expressions shall bear corresponding meanings:
- "Bank"** means STEWARD BANK LIMITED of 2nd Floor, 101 Union Avenue Building, 101 Kwame Nkrumah Avenue, Harare or any of its branches within Zimbabwe. Financial device packages will be jointly administered by ECONET and the Bank. Likewise all non-financed packages will be administered by ECONET only.
 - "Charges"** mean the connection charges, call charges and any other charges pertaining to the provision of the network services, SIM cards and any other services however described by ECONET and which it bills to the subscriber as detailed in the Tariff schedule, which is subject to change based on Regulatory directives or amendments issued from time to time.
 - "Connection charge"** means the charge levied by ECONET on the subscriber in consideration for activating the subscriber's SIM card.
 - "Device"** means the gadget used by the Subscriber to access the Network Services. This includes, but is not limited to, cell phones, lap tops and/or tablets. This device will be bought by the subscriber through a loan from the Bank.
 - "GSM"** means Global System for Mobile communication as defined in the European Standard Institute structure of specifications.
 - "ICC"** means the International Card Configuration being an identity number unique to each SIM card.
 - "Monthly Service Charge"** means the monthly service charge levied by ECONET in consideration for the Subscriber's access to and use of the SIM card and network services, as detailed in the Tariff Schedule from time to time.
 - "ECONET"** means ECONET Wireless (PRIVATE) Limited, of Econet Park, No 2 Old Mutare Road, Msasa, PO Box BE 1298 Belvedere, Harare, Zimbabwe. Tel: +263-4-486121/4, Fax: +263-4-486120.
 - "MSISDN"** means the Mobile Subscriber Integrated Services Directory Number (Otherwise known as the mobile telephone number) programmed into each SIM card.
 - "Network"** means the cellular telephony system operated by Econet or any other licensed cellular operator in Zimbabwe, by which the Network and Service are provided by ECONET to the subscriber.
 - "Network Services"** means the GSM Telecommunication Network Services provided by Econet to the subscriber in terms of this Agreement.
 - "Order"** means an Order placed by the subscriber on Econet for the provision and/or installation of Terminal Equipment, SIM and/or Network Services.
 - "Tariff Schedule"** means that Schedule on which the charges levied by ECONET are recorded, as amended from time to time, which Tariff Schedule is available on request from Econet.
 - "Parties"** means Econet, the Bank and the Subscriber.
 - "Package"** means "Monthly Airtime Allocation" refers to the variants of Econet's Premium product/service a) airtime allocated to the subscriber per month and for the duration of the contract, in accordance with the contract package that the Subscriber chooses, which they then use for the allocated voice calls, SMSs and/or data, and/or b) the device. The types of packages are:
 - 1.15.1 "Hybrid Package"** refers to a package for which service is provided by a prior arrangement with ECONET. The subscriber is billed at the end of each month. The package's contract specifies a monthly usage limit. Upon exhausting the monthly usage limit before the end of the billing cycle, the subscriber may recharge with a prepaid airtime voucher up to end of the month and before the next month's airtime allocation. Hybrid packages come in two main forms, that is with a financed device or just airtime without a financed device component.
 - 1.15.2 "Unlimited package"** refers to a package for which service is provided by a prior arrangement with ECONET. The subscriber in this situation is billed at the end of each month. The subscriber has no limit on use of mobile services (except for roaming which must be applied for and approved) and is also a consequence, unlimited credit.
 - "Agreed Rate"** means the rate of interest per annum which will be indicated on the loan application form, and will be specific to each loan application.
 - "SIM Card"** means a Subscriber Identity Module incorporating an ICC and MSISDN which, when activated by ECONET, provides a subscriber using compatible device with access to the Network Services.
 - "Subscriber"** means that party whose particulars appear overleaf.

2 COMMENCEMENT AND TERMINATION

- The Agreement for a hybrid package with a financed device shall commence when the security deposit is paid which shall automatically activate the SIM card being used with the device and issued to the Subscriber by ECONET. Further, the Agreement shall continue for the contract period stated on the cover page, subject to provisions of clause 10, unless terminated as set out in clause 2.3.
- The Agreement for a package which excludes a financed device, under Hybrid or unlimited packages, shall commence on the date of the activation of a SIM card issued to a Subscriber by Econet and shall continue indefinitely unless terminated. As this package is not financed by the Bank, none of the obligations related to the Bank apply to it. Further, the Agreement shall continue for the contract period stated on the cover page, subject to provisions of clause 10. These packages shall continue unless terminated as set out in clause 2.3.
- The Agreement may be terminated by:
 - 2.3.1 the subscriber forthwith on written notice to ECONET. In such an event the subscriber will be billed by Econet for any outstanding amounts at the end of the month and shall be obligated to effect payment of the amount by the due date and for the payment for the device where required. Further, the subscriber shall ensure their entire accrued package benefits have been used up at the date of termination, failing which they shall be forfeited to Econet; or
 - 2.3.2 in the event that the Subscriber does not comply with their obligations under this Agreement and fails to comply after receiving a notice from Econet and/or the Bank (depending on the package the Subscriber is using, requesting them to comply within twenty-one (21) business days) then Econet and/or the Bank may immediately terminate this Agreement.
- If at the expiry of the contract period, stated on the cover page, for hybrid packages either party does not terminate the same, the contract shall automatically be renewed for every 12 month period until terminated.
- In the event of early termination of the contract for whatever reason Econet shall have the right to claim from the subscriber the pro-rated value of the hybrid package calculated as due for the outstanding period of the agreement, while the Bank has the right to claim the outstanding loan amount for the device. Further, that the subscriber shall be obligated to effect payment of these amounts so claimed by Econet and/or the Bank on demand.
- In the event of death of the Subscriber, and a death certificate is provided to Econet and/or the Bank, the contract is automatically terminated and this applies to both hybrid and unlimited packages. Further Econet and/or the Bank reserve the right to claim the pro-rated value of package and/or the device from the Subscriber's estate.
- Each SIM Card supplied or migrated for the Subscriber in terms of this Agreement shall be governed by the terms and conditions contained herein, provided that if any SIM Card is supplied to the subscriber and activated at any time subsequent to the execution of a further agreement between ECONET and the subscriber, which execution occurred subsequent to the execution of this agreement, then such SIM Card shall be governed by the terms and conditions of such later agreement.

3 SUPPLY OF SIM CARDS, DEVICES, INSTALLATION AND NETWORK SERVICES

- The subscriber may from time to time place Orders to ECONET for the purchase and/or supply of a device(s), SIM Cards and Network Services.
- Econet shall utilize its best endeavours to promptly supply and/or deliver and meet installation requirements recorded in any order but shall not be liable to the subscriber in the event that such supply and/or delivery and/or installation is delayed or cancelled, for whatsoever reasons.
- The subscriber shall be responsible for obtaining all necessary approvals and authorisations imposed by any competent authority and required for the purposes of any such supply and/or delivery and/or installation and the Subscriber hereby indemnifies ECONET against any claim or liability suffered by ECONET by reason of approvals and authorisations not having been obtained.
- Ownership of the device and SIM Card(s) supplied and delivered by Econet the Subscriber are reserved until payment of all amounts due to Econet and the Bank in respect of the same have been effected in full.
- All risk in and to the device and SIM Cards supplied by ECONET passes to the Subscriber on delivery.
- If a SIM Card is lost, stolen or damaged, the Subscriber shall immediately notify ECONET in Writing and until such notification, the Subscriber shall remain liable for all costs and charges pertaining to such SIM Cards. ECONET shall as soon as reasonably possible, issue and deliver to the Subscriber a replacement SIM Card (for an authorized charge) and may in its discretion, require the Subscriber to effect payment of a charge in respect of the cost of issuing such a replacement. Such loss, theft, or damage and/or the issue and delivery of a replacement SIM Card and/or the allocation of a new MSISDN, shall in no way be deemed to constitute a termination of the agreement which shall continue to full force and effect.
- Warranties extended to the subscriber for the device will depend on the extent of the warranty provided by the manufacturer or supplier of the device(s). ECONET shall utilize its best endeavours to ensure that the Network Services are made available to the Subscriber at all times within the area falling within the range of base stations forming part of the network.
- The Subscriber hereby warrants and undertakes in favour of ECONET that the Subscriber:
 - 3.9.1 shall not use nor allow the Network Services to be used for any improper, immoral or unlawful purpose, nor in any way which may cause injury or damage of persons or property or any impairment or interruption to the Network Services.
 - 3.9.2 recognises that no right, title or interest in the software, the MSISDN or the ICC contained in each SIM Card issued to the Subscriber, vests in the Subscriber.
 - 3.9.3 shall not, nor 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 and/or financed device.

4 CHARGES

- In consideration for the provision of the Network Services, SIM Card, device and any other services supplied by ECONET to the Subscriber, and where necessary, a loan taken by the Subscriber from the Bank for the device the Subscriber shall effect payment to ECONET of the applicable amounts due on a monthly basis as determined by Econet and where necessary the Bank respectively. Further, payment for the Network Services shall be payable whether or not they have been, or are being utilized by the Subscriber. ECONET shall utilize its best endeavours to ensure that its connection Charges, Monthly Service Charges and call rates payable by the subscriber at no time exceed the Charges and rates recommended by the NETWORK.
- Upon exhausting the hybrid contract package before the next monthly airtime allocation is credited, the subscriber may recharge with a prepaid airtime voucher. Further, and in particular, for the hybrid packages the subscriber must recharge with a prepaid airtime voucher in order to make international calls.
- ECONET may, by written notice to the Subscriber and/or public notice in a widely read local newspaper, vary future Charges, either in whole or in part, with effect from the date specified in such notice.
- Unless otherwise agreed to by ECONET in writing, the Subscriber shall effect payment to ECONET;
 - 4.4.1 for a Security Deposit which will activate the SIM card;
 - 4.4.2 of the monthly charges for all packages which have accrued as the case may be monthly in advance and in full within twenty-one (21) days from the date of the relevant invoice issued by Econet. Dishonoured cheques and handling charges shall be for the subscriber's account and will be reviewed from time to time at the discretion of Econet upon notice to the Subscriber. Further, Econet may upon reasonable notice to the subscriber vary its invoicing and payment procedures and/or requirements.
 - 4.4.3 Should the subscriber not fully utilize the monthly package airtime credit in any applicable month for hybrid packages, the balance shall be rolled over to the next month although the subscriber is still obliged to pay the monthly package amount. However, all hybrid package airtime must be used up by the end of the contract period and/or at the date of early termination of the contract.
- 4.4.4 The subscriber, having applied for a Bank loan with the Bank for a hybrid package with a financed device, hereby acknowledges and accepts the following:
 - 4.4.4.1 Econet may at any time on reasonable written notice to the subscriber vary its invoicing and payment procedures and requirements.
 - 4.4.4.2 Interest on any debit balance on the loan account shall be calculated and compounded daily and charged monthly.
 - 4.4.4.3 Any interest charges debited to their loan account shall be immediately due for payment on the anniversary date of the debt and where the amount is not paid on due date the debt shall accrue further interest at the rate charged by the Bank.
 - 4.4.4.4 In the event that any interest charges remain unpaid a day after they become due for payment, they confirm that any borrowing incurred by the Bank to secure its position in respect of the amount of the loan, whether such borrowing is from the market, or from the shareholders' funds, is a borrowing on their account, and that consequently, the amount of the unpaid interest remaining outstanding each day shall be a new advance by the Bank to the subscriber from such funds used by the Bank to secure its position. For the purpose of convenience the subscriber hereby waives their entitlement to any loan documentation, or any communication whatsoever regarding that new loan, the mere existence of an interest charge against their loan account being conclusive evidence of the existence of such loan.

- 4.4.4.5 Any payments made to their loan account shall first be appropriated towards interest and then towards the loan starting with the oldest loan.
- 4.4.4.6 Where the actual interest amount incurred on a daily basis is not debited to the Subscriber's loan account, the Subscriber confirms that it shall be their duty to establish the extent of such interest amount on a daily basis, and they confirm that the amount of such interest not debited to their account daily shall be treated as if it had been so debited.
- 4.4.4.7 The subscriber agrees that the Bank reserves the right to close their loan account compulsorily without warning if it is unsatisfactorily conducted.

5 MIGRATIONS

In its discretion Econet and the Bank may approve or decline an application for a migration from one package to another. In the event the migration is approved the subscriber will be required to pay off the balance of their package as set out in clause 2.3. Further the customer will carry over any accumulated airtime on their package to their new package.

6 CUSTOMER SERVICE

During the life of this contract the Subscriber shall have access to Econet's customer service facilities which among other things shall handle customer queries and complaints. Privilege cards will be provided to qualifying subscribers and these cards will determine the level of access to customer service facilities. The Privilege cards are divided into three and each segment has varying levels of customer experience at customer service and shop level.

7 FAIR USAGE POLICY (SMS BUNDLE USAGE)

- The hybrid package is allocated a monthly SMS unlimited bundle and therefore applies to all subscribers on that package. However, if Econet reasonably believe that the Subscriber's use of this SMS facility, including (but not limited to) the total number of inclusive messages they send, is not consistent with normal, fair and reasonable use of such SMS services then Econet will be entitled to impose limits on the Subscriber's SMS Bundle service or suspend /terminate the Services.
- Wherever reasonably possible Econet will give that Subscriber concerned an SMS notice before taking any such action, and provide them with a reasonable period to modify their usage.

8 SUSPENSION

ECONET may at any time, and upon giving notice to the Subscriber where possible, suspend its provision of Network Services to the Subscriber in the event that:

- 8.1 Any modification, maintenance, or remedial work is required to be undertaken pertaining to any matter whatsoever to the Network Services or the Network.

- 8.2 The Subscriber fails to perform any of his obligations, or breaches any term of this agreement.
- 8.3 The Subscriber at any time fails to pay the agreed monthly airtime credit which Econet in its absolute discretion shall set and notify the subscriber of from time to time.
- 8.4 Econet reserves the right to take a Subscriber off the network if the SIM CARD is not used for a period exceeding 365 days except where the subscriber has travelled out of the country or has fallen ill/sick and hospitalized.
- 8.5 ECONET reserves the right to require the Subscriber to effect payment of any applicable reconnection Charges pursuant to the restoration of Network Services suspended in the circumstances contemplated.

9 LIMITATION OF LIABILITY

Without detracting from any of the other provisions of this Agreement, ECONET and the Bank shall not be liable to the Subscriber for any loss or damage suffered by the Subscriber, whether direct or consequential, in the event that:

- 9.1 the subscriber suffers loss or damage as a result of use of the device supplied to them under this agreement.
- 9.2 the Subscriber loses or damages the device and in that instance, they shall remain liable for the payment of all amounts owing in terms of the Agreement.
- 9.3 ECONET fails for any reason whatsoever to supply and make delivery of the device and/or SIM Cards, either on the required date, or at all; and/or.
- 9.4 the Network's services are interrupted, suspended or terminated, for whatsoever reasons; and/or.
- 9.5 such loss or damage was caused by any negligent act or omission on the part of ECONET, its employees or its agents.

10 BREACH

- In the event that the Subscriber breaches any term of this Agreement, or any warranty given by it hereunder, or fails to fulfil any obligation resting upon it, including the failure to pay any amount owing to ECONET and/or the Bank on the due date, then without prejudice to ECONET and/or the Bank's other rights in terms of this Agreement or the Common Law, ECONET and/or the Bank 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, in either event without prejudice to ECONET and/or the Bank's rights to seek damages as it may have suffered by reason of such breach or failure. Notwithstanding the foregoing, and pending ECONET and/or the Bank's election of this clause, ECONET and/or the Bank shall not be obliged to perform any of its obligations under this contract and the Subscriber shall remain liable for the payment of all amounts owing by the Subscriber in terms of this contract, whether or not such are then due.
- ECONET shall be entitled to forthwith without notice, terminate this Agreement in the event that the Subscriber is sequestered, liquidated or placed under judicial management, whether provisionally or finally, and whether voluntarily or compulsorily.
- Without detracting from any of the other provisions of this clause, the Subscriber prematurely terminates this Agreement, or alternatively breaches this Agreement, and ECONET elects to cancel the same, then the Subscriber shall be liable to effect payment to ECONET of the Monthly Service Charges, the pro-rated value of the voucher issued to the Subscriber and/or the cost of the handset and/or device.
- The subscriber will be entitled to refer any dispute between itself and ECONET relating to the provision to the Subscriber of the Network Service, to the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).

11 APPLICABLE LAW AND JURISDICTION

- 11.1 This agreement shall be governed by, construed or otherwise interpreted in accordance with the laws of Zimbabwe.
- 11.2 The parties shall comply with all applicable laws and governmental regulations issued from time to time. None of the parties is authorized or otherwise expected to take any action in the name of or otherwise on behalf of the other which would violate applicable laws and regulations, and any such representation shall be null and void.
- 11.3 The subscriber hereby submits to the jurisdiction of the magistrates court in the event of any dispute leading to litigation arising out of matters in terms of this contract or connected thereto, and in any such event, the Subscriber, if found liable, shall be obliged to pay Econet and/or the Bank's costs at the legal practitioner-client scale, and any and all other costs and collection commission incidental thereto and so charged.

12 CONFIDENTIALITY

The Subscriber shall keep all knowledge and information acquired or supplied by Econet and/or the Bank in terms of this agreement confidential. Likewise Econet and the Bank shall keep confidential all knowledge and information supplied by the subscriber. All such information disclosed by either party during the term of this agreement shall be regarded as confidential unless expressly stated otherwise by the disclosing party and shall not be disclosed to third parties, or used for any other purpose other than for which it was disclosed, without prior written consent of the disclosing party, provided that such information shall not be regarded as confidential if:

- 12.1 it was the possession of or known to the receiving party or disclosure thereof by the disclosing party other than pursuant to a breach by the receiving party of its obligation in terms of this clause; or
- 12.2 it is or becomes publicly known otherwise than pursuant to breach of its obligation in terms of this clause by the receiving party; or
- 12.3 the receiving party is required, pursuant to the order of a court of competent jurisdiction or otherwise as authorized by law to disclose such information; or
- 12.4 The obligations of the parties in terms of this clause shall survive any termination of this agreement.

13 NON TRANSFERABILITY

The SIM CARD, and/or device and all rights accruing from this agreement shall not be ceded, assigned, sold or otherwise transferred to any third party by the subscriber without the written consent of ECONET and the Bank respectively.

14 SECURITY DEPOSIT

- 14.1 ECONET shall, where applicable, be entitled to charge a refundable security deposit to subscribers for any services rendered in terms of this agreement. The deposit payable shall vary from time to time as approved by the Postal and Telecommunications Regulatory Authority of Zimbabwe (POTRAZ).
- 14.2 A subscriber may be requested by Econet to grant additional security in the form of a guarantor, which guarantor will be held jointly and severally liable for the subscriber's indebtedness to Econet and the Bank in terms of this agreement.

15 GENERAL

- 15.1 In the event of the Subscriber failing to effect payment of any amount owing to ECONET and/or the Bank on due date, then without derogating from ECONET and/or the Bank's rights, the subscriber shall be liable to effect payment of interest to Econet and/or the Bank, or whomever is instructed to pursue the debt on the party's (ies) behalf, on the amount owing at the agreed rate plus 10% (TEN PERCENT) per annum, from due date to date of payment.
- 15.2 All prices and charges set out in this Agreement and/or Tariff Schedule are inclusive of Value Added Tax (VAT) and any other applicable tax, the liability for which shall vest with the subscriber.
- 15.3 The rights and obligations of the Subscriber in terms of this Agreement may not be ceded or delegated by it to any third party. The rights and obligations of ECONET and/or the Bank in terms of this Agreement, may be ceded and delegated by it to any other party, to the extent permitted by law, on a written notice to the Subscriber.
- 15.4 No alteration, consensual cancellation, variation of, or addition hereto shall be of any force or effect unless reduced to writing and signed by the duly authorized representatives of the Parties.
- 15.5 This document contains the entire Agreement between the Parties regarding the matters contained herein irrespective of whether such undertakings representation or warranties have been made by any dealer or purporting agent of ECONET and/or the Bank.
- 15.6 No indulgence, leniency or extension of time, which ECONET and/or the Bank show to the Subscriber, shall in any way prejudice it from exercising any of this right in the future.
- 15.7 A certificate under the hand of any managers of ECONET and the Bank certifying the amount owing by the Subscriber to ECONET and the Bank shall be prima facie proof of its contents and sufficient proof for the purpose of enabling ECONET and/or the Bank to obtain any judgement or order against the Subscriber.
- 15.8 In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this Agreement, which will nevertheless be binding and enforceable.
- 15.9 The subscriber therefore authorizes ECONET to disclose the Subscriber's name and address for the purpose of enabling the NETWORK to provide emergency Network Services to the Subscriber, or directory services and information to network users generally.
- 15.10 Each of the Parties choose domicilium citandi et executandi ("domicilium") for the purpose of the giving of any notice, the serving of any process and for any purpose arising from the Agreement at their respective addresses set forth in clause 1 and/or overleaf.
- 15.11 Each of the Parties shall be entitled from time to time by written notice to the other to vary its domicile to any other address within Zimbabwe which is not a Post Office box or Rosta Restante.
- 15.12 Any notice given any payment made by any Party to the other ("the addressee") which:
 - 15.12.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed unless the contrary is proven by the addressee, to have been received by the addressee at the time of delivery.
 - 15.12.2 is posted by prepaid registered post from an address within Zimbabwe to the addressee's domicile for the time being shall be presumed unless the contrary is proven by the addressee, to have been received by the addressee on the fourth day after date of posting.
 - 15.12.3 Where, in terms of this Agreement any communication is required to be in writing the term "writing" shall include communications by telefax and/or facsimile. Communication by telefax and/or facsimile shall, unless the contrary is proved by the addressee be deemed to have been received by the addressee 48 (FORTY EIGHT) hours after time of transmission.

I/We hereby certify that all the information provided is correct. I/We authorise ECONET WIRELESS to use the information contained herein to process the application for a 24-month subscription contract by ECONET WIRELESS, a contract will commence. I/We agree to be legally bound by ECONET WIRELESS Terms and Conditions incorporated below. I/We have been provided with a copy of the said Terms and Conditions and have read and understood the same.

Customer's Signature: _____

Date: _____

Sales/Service Rep's Signature: _____

Date: _____