



## **Mobile Safe Terms and Conditions**

These Terms cover your use of this website, mobile device application ("App") and internet services. It is important that you read and understand these Terms and your use of the Service as set out below. If you do not agree to these Terms and Conditions, you may not use the Service.

### **General**

#### **1 Entering into the Agreement**

- 1.1 You have agreed to let us provide you with the Product or Services, on certain Terms and Conditions. These Terms and Conditions were discussed and agreed to by you during a telephone call or you agreed to them when you signed up online. This document records the additional terms and conditions of the supply of the Services to you.
- 1.2 The Terms and Conditions agreed upon above, and the Terms and Conditions in this document, constitute the entire agreement regarding the provision of the Product or Services to you ("Agreement"). Access to, browsing and use of the website, internet services and App are subject to these Terms. Creating an account, or using the Service or App, will signify that you have read, understood and agree to be bound by these Terms and comply with all applicable laws and regulations. These Terms contain warranty disclaimers and other provisions that limit the liability of *Mobile Safe*, so please read these terms in their entirety. We reserve the right to immediately terminate your access to the website, Service or App if you do not comply with this Agreement.
- 1.3 It is your responsibility to ensure you read and understand all terms and conditions recorded in the Agreement.
- 1.4 We have defined some of the words which have particular meanings in *clause 2 (Definitions)* of this Agreement.
- 1.5 If there are any words or terms and conditions which you have difficulty understanding, please contact our customer service department at [support@mobilesafe.co.za](mailto:support@mobilesafe.co.za) and we will reply and assist you.
- 1.6 We may, in our own sole discretion, change this Agreement or any part thereof at any time without notice. Should we do so, we will notify you via email.

#### **2 Definitions**

- 1.7 "the Agreement" means the terms and conditions agreed to by you and us during the course of a telephone conversation between you and us (or our direct marketing agents) and the terms and conditions recorded in this document;
- 1.8 "Business Days" means all days, excluding Saturdays, Sundays and public holidays. When calculating business days, one must exclude the first day on which the event occurs and include the last day;
- 1.9 "the Services" means the value-added service referred to as "Mobile Safe", which offers you the ultimate platform to enable you to securely back up and manage your mobile device. Contact details are [www.mobilesafe.co.za](http://www.mobilesafe.co.za); email [support@mobilesafe.co.za](mailto:support@mobilesafe.co.za); contact number 0861 999 339
- 1.10 "we", "us" and "our" mean Mobile Safe, the proprietor of which is IGNITION TELECOMS INVESTMENTS (PTY) LTD, its affiliates, subsidiaries or its successors-in-title;
- 1.11 "you" and/or "your" means you the customer who applies for and receives the Services.
- 1.12 "Website" means [www.mobilesafe.co.za](http://www.mobilesafe.co.za).
- 1.13 "Service Provider" means any third party who is a supplier of any benefit or discount to you under or in terms of the Services;

#### **3 Duration and Termination**

- 3.1 *We will provide you with the Services from the conclusion of the Agreement, until such time as the Agreement is terminated by you (or us).*
- 3.2 Either you or we may, for any reason, terminate the Agreement, by giving each other 20 business days' written notice. Please send your written notice to [support@mobilesafe.com](mailto:support@mobilesafe.com) or use the termination facility on the *Mobile Safe* website.
- 3.3 If you have chosen to terminate the Service, we will retain the portion of fees, due up to the renewal date, but subject to restrictions that may be applied by law.

#### 4 Payment for the Services

4.1 You shall pay all amounts due under this Agreement by way of a monthly debit order, monthly credit card payment, once-off Voucher redemption or by bank transfer into the specified bank account (the details of which will be provided on request).

4.2 You have agreed to pay a R39 monthly subscription for the Services, which amount is inclusive of VAT.

##### 4.3 Debit Order

4.3.1 You have authorised us to collect all amounts due under this agreement for the Services by way of a monthly debit order on a date nominated by you. In the event of a monthly debit order failing, for any reason, we will debit your account on any other date for that month's subscription. For this purpose, we are entitled to use lawful means to monitor your banking account in order to assess the most appropriate time to execute the monthly debit order.

4.3.2 You cannot cancel your monthly debit order without our prior written consent.

4.3.3 If the date of your debit order falls on a Sunday or public holiday, you agree that your debit order will go off on the last Business Day before the Sunday or public holiday.

##### 4.4 Credit Card

4.4.1 You have authorised us to collect all amounts due under this agreement for the Services from your bank card on a monthly basis in advance.

4.4.2 Payment may be made via Visa, MasterCard, Diners or American Express credit card.

4.4.3 You can cancel at any time, and your access to the Services will cancel at your next collection date (renewal date).

##### 4.5 Credit card acquiring and security:

4.5.1 Credit card transactions will be acquired for *Mobile Safe* via PayGate (Pty) Ltd who are the approved payment gateway for Standard Bank of South Africa. PayGate uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no credit card details are stored on the website. Users may go to [www.paygate.co.za](http://www.paygate.co.za) to view their security certificate and security policy.

##### 4.6 Customer details separate from card details:

4.6.1 Customer details will be stored by *Mobile Safe* separately from card details which are entered by the client on PayGate's secure site. For more detail on PayGate refer to [www.paygate.co.za](http://www.paygate.co.za).

##### 4.7 Merchant Outlet country and transaction currency:

4.7.1 The merchant outlet country at the time of presenting payment options to the cardholder is South Africa. Transaction Currency is South African Rand (ZAR).

##### 4.7.2 Voucher Payment

4.7.3 This clause shall apply to all voucher holders.

4.7.4 A voucher will offer you full access to the Mobile Safe service for the period specified on your voucher only. If no period is specified on the voucher you can call us on 0861 999 339 or email us at [support@mobilesafe.co.za](mailto:support@mobilesafe.co.za) and we will supply you with the access period applied to your voucher code.

4.7.5 The Vouchers may only be redeemed at [www.mobilesafe.co.za](http://www.mobilesafe.co.za).

4.7.6 A Voucher is valid for only 36 months from the date that the Voucher is created and a Voucher cannot be redeemed once the 36 month period has elapsed.

4.7.7 Expired Vouchers will not be refunded or replaced.

4.7.8 Only 1 Voucher may be used at any one time.

4.7.9 Vouchers cannot be exchanged for money and are non-refundable.

#### 5 Changes in price

5.1 We may change the price which you pay for the Services from time to time. In particular (but without limitation), we will increase the price by a reasonable margin on an annual basis. If you want to receive particular notice of such increase, you need to tell us so in writing. Should you not find an increase acceptable, you may cancel this Agreement as per clause 3 (Termination) above.

#### 6 Failure to pay for the Services

6.1 If you do not pay for the Product or Services in full and on time, via your bank card, you will be in breach of the Agreement, and we may cease providing you with the Services and can implement the provisions of clause 10 (Breach).

## 7 Complaints

7.1 Your satisfaction is very important to us, please feel free to email us at support@mobilesafe.co.za should you not be happy with the Services or the service you have received from our team and we will endeavour to resolve the problem as quickly as possible.

## 8 Information and disclosure

8.1 In entering into the Agreement with you and providing the Product or services to you, we will come into possession of information about you. Insofar as it is permissible in law, and save for your banking details, we will treat your information with the same duty of confidentiality as we treat our own and will be entitled to disclose it to such third parties as we deem appropriate provided they treat it with the same level of confidentiality.

8.2 Mobile Safe shall take all reasonable steps to protect the personal information of users. For the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: [http://www.polity.org.za/attachment.php?aa\\_id=3569](http://www.polity.org.za/attachment.php?aa_id=3569).

8.3 You warrant and guarantee that all information supplied to us is true and correct.

8.4 Should your address, or any other information which you have given to us, change, you must inform us of the change immediately in writing to support@mobilesafe.com or update your details on the website.

## 9 Indemnity and waiver

9.1 The Product or Services which we provide will in some cases constitute the introduction by us to you of Service Providers, who will provide services to you in their own capacity as your contractor (even though in terms of the Services, we might fund a particular element of the cost of the Service Provider). In these cases, the Service Provider will be your contractor (even though we might fund an element of the cost) and in terms of the Product or Services, we will not be responsible for any disputes, damages, losses or claims arising from or related to such introductions.

9.2 You indemnify us, and our members, directors, employees or affiliates, our agents against any claim, loss or damage which you or anyone else may suffer arising directly or indirectly from the Agreement, the accessing of the website and the provision of the Product or Services.

9.3 To the extent permitted by law, we exclude and you waive all cost, claims and resulting liability against us, our employees and agents, for any direct, indirect or consequential loss, costs, expenses or damage incurred by you or anyone else, whether in common law, in terms of statute or otherwise arising directly or indirectly from the Agreement, the accessing of the website and the provision of the Product or Services, save for instances of gross negligence on our part.

## 10 Breach

10.1 In the event that you breach the Agreement we have the right to:

10.1.1 Enforce the Agreement; or

10.1.2 Terminate the Agreement.

## 11 Responsibility

11.1 Mobile Safe takes responsibility for all aspects relating to the transaction including sale of services sold on this website, customer service, support and dispute resolution.

## 12 Country of domicile

12.1 This website is governed by the laws of South Africa and Mobile Safe chooses as its domicilium citandi et executandi for all purposes under this agreement, whether in respect of court process, notice, or other documents or communication of whatsoever nature, Umhlanga, South Africa.

## 13 General

13.1 Notwithstanding anything to the contrary, a written notice received by you will be adequate written notice.

13.2 You acknowledge that in entering into this Agreement, you have not relied on any promises, representations or other statements made by us or on our behalf.

13.3 If you are under the age of 18 years you warrant that you have the assistance of a parent or guardian in entering into the Agreement.

13.4 If any term or condition is found to be invalid or unenforceable, that term will be removed and the invalid or unenforceable term will not affect the validity of the remainder of this Agreement, which will remain effective.

13.5 All sales-related taxes will be paid by the user, as per the taxation norms that may change from

13.6 time to time based on the location of the user. All pricing and tax on the Apple iTunes App will be governed by Apple's iTunes Terms and Conditions.

13.7 If the Agreement arose through direct marketing you may terminate the Agreement, in writing, within five business days' after the date on which the Agreement was concluded.

## The Mobile Safe Services

### 1. General

- 1.1 The purpose of these General Terms and Conditions is to define the modalities and conditions under which Mobile Safe allows Internet and mobile Internet (WAP) users to download the Mobile Safe software for cell phones from the site ([www.mobilesafe.co.za](http://www.mobilesafe.co.za)). A user is any natural or legal person taking advantage of access to the Internet and to the [www.mobilesafe.co.za](http://www.mobilesafe.co.za) site. Any use of any of the Mobile Safe service implies that the user provided their full and complete acceptance of the General Terms and Conditions. Mobile Safe retains the right to modify these using conditions. However, before any modification, users will be notified on the [www.mobilesafe.co.za](http://www.mobilesafe.co.za) site. If the user does not accept modifications to the General Terms and Conditions, he/she is free to terminate the service contract.

### 2. The Services

- 1.2 We will take all reasonable steps within our control to provide you with the Services.
- 1.3 The Services can only be accessed via an internet connection and a smartphone.
- 1.4 We cannot always guarantee that the Services will be fault-free. The Services can be affected by factors outside of our control; including, amongst other things, inclement weather, power outages, your and our internet connectivity, faults experienced by our respective internet service providers and the like.
- 1.5 No advice and no information, whether it be oral or written, obtained by the user from [www.mobilesafe.co.za](http://www.mobilesafe.co.za) during use of the service shall create guarantees not expressly provided by this agreement. The use of the service is provided on the basis of an 'as is' service and accessible with respect to its availability. Mobile Safe provides no express or implicit guarantee.
- 1.6 The upgrading and maintenance of the Website may result in interruptions or unavailability of the Services from time to time. Where possible, we will advise you of this in advance.

### 3. Respect for the right of intellectual property

- 3.1 The user is prohibited from reproducing, copying, selling, reselling or exploiting for any business purpose whatsoever all or part of the services delivered, images, texts, and logos identifying the [www.mobilesafe.co.za](http://www.mobilesafe.co.za) site. Any complete or partial reproduction of these trademarks without the express authorization of Mobile Safe is thus prohibited and will constitute an infringement punishable by the terms expressed in the Code of Intellectual Property.

### 4. Connection / Links

- 4.1 Mobile Safe or third parties may include links to other Web sites or other Internet sources. Insofar as Mobile Safe cannot control these sites and external sources, the user recognises that Mobile Safe cannot be held responsible for making these sites and external sources available and cannot be held responsible for the contents, advertising, products, and services, etc., available on or from these sites or external sources. For further information on the legal provisions of these sites, the user may contact Mobile Safe directly at [support@mobilesafe.co.za](mailto:support@mobilesafe.co.za). In addition, the user recognises that Mobile Safe cannot be held responsible for any damages or losses resulting from or with relation to the use of the content available on or from the site.

**IMPORTANT:** The clauses printed in bold relate to issues which may pose some risk for you, or which may limit our liability, or which you may not ordinarily expect. Please pay special attention to these clauses. By entering into the Agreement you, in addition to accepting all the terms of the Agreement, also specifically signify that you understand the bold clauses and accept them.

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