

**MELON BUSINESS  
SIGN-UP PROMOTION  
TERMS AND CONDITIONS**

**Melon Business Sign-Up Promotion will offer uncapped voice and SMS services on specific data packages, as follows:**

**Melon Business Uncapped Sign-Up Promotion**

Valid until April 2024, all subject to Fair Use Policy

<b>Details</b>	<b>Price Retail (Incl VAT)</b>
<b>Uncapped Voice &amp; Texts with 10 GB Data</b> (1000 minutes voice & SMS FUP)	<b>R299.00</b>
<b>Uncapped Voice &amp; Texts with 15 GB Data</b> (1500 minutes voice & SMS FUP)	<b>R399.00</b>
<b>Uncapped Voice &amp; Texts with 25 GB Data</b> (2000 minutes voice & SMS FUP)	<b>R499.00</b>
<b>Uncapped Voice &amp; Texts with 50 GB Data</b> (2500 minutes voice & SMS FUP)	<b>R599.00</b>

**Melon Business Top-Up Bundle**

<b>Data</b>	<b>Price Retail (Incl VAT)</b>	<b>Voice</b>	<b>Price Retail (Incl VAT)</b>	<b>SMS</b>	<b>Price Retail (Incl VAT)</b>
500Mb	R40.00	50 Minutes	R30.00	50 SMS	R0.00
1GB	R55.00	100 Minutes	R55.00	100 SMS	R23.00
2GB	R100.00	150 Minutes	R80.00	150 SMS	R28.00
3GB	R140.00	200 Minutes	R100.00	200 SMS	R38.00
5GB	R200.00	300 Minutes	R150.00	300 SMS	R55.00
10GB	R290.00	400 Minutes	R190.00	400 SMS	R75.00
15GB	R360.00	500 Minutes	R220.00	500 SMS	R95.00
20GB	R450.00	600 Minutes	R270.00	1000 SMS	R190.00
30GB	R550.00	800 Minutes	R350.00	2000 SMS	R380.00
50GB	R700.00	1000 Minutes	R410.00		
		2000 Minutes	R760.00		

**By participating in the Melon Business Sign-Up Promotion, all participants agree to be bound by these Terms and Conditions:**

**General**

1. The Melon Business Sign-Up Promotion will launch in December 2023 and run until April 2024, and may be extended or terminated thereafter by Melon Business.
2. The Melon Business Sign-Up Promotion is subject to Melon's Fair Use Policy.
3. Melon reserves the right to change the promotion period, or to terminate the promotion at any time, based on reasonable prior notice.

4. Melon reserves the right to change or amend these terms and conditions at any time, provided that, where a change is material, it will be subject to reasonable prior written notice published on its website.
5. Melon reserves the right to suspend the Service provided under this promotion, or to terminate the provision of the uncapped voice and SMS services in the event of suspected abuse or fraudulent usage, or breach of the fair-use policy, by an eligible participant beyond what is considered reasonable.
6. Melon reserves the right to limit the Service in areas where there is limited network capacity (high congestion) in order to maintain consistent quality of services.
7. Melon reserves the right to alter or terminate the Service in order to prevent a catastrophic impact on the network.
8. Melon will use all reasonable endeavours to provide the Service, however it does not commit to the uninterrupted supply of the Service, due to potential capacity limitations on the network.
9. Any data purchased in terms of the Melon Business Sign-Up Promotion is subject to 30 day expiry.

### **Eligibility**

10. The Melon Business Sign-Up Promotion is available to all businesses who have a Melon SIM, for use in a mobile phone only, or who have ported an existing SIM to Melon Business in terms of their existing service provider's terms.
11. The following customer-types and/or application or purpose in the utilisation of the Services, particularly the uncapped and SMS services, are specifically ineligible to participate in the Melon Business Sign-Up promotion:
  - a. All machine-to-machine SIMS and devices;
  - b. APN SIM cards;
  - c. Community services SIMS/phone numbers;
  - d. Bulk SMS applications;
  - e. Any applications used to send SMS's in volumes not possible by a natural person;
  - f. Spamming;
  - g. Call centres.
12. Melon shall have the right to immediately disconnect and suspend the Services linked to a SIM of any ineligible customer or where the Services are suspected of being used for an excluded application or purpose or beyond the fair use policy.

### **Participation**

13. Any business may elect to participate in the Melon Business Sign-Up Promotion at any time during the promotion period.
14. By their participation, every participant agrees to be bound to these terms and conditions.
15. In order to participate, you will need to:
  - a. Download the Melon Mobile App and complete the registration process, which will require the Business's director/member/owner/partner ID, Company Registration documents, and card/bank details for payment;

- b. New customers go through the on-boarding journey to become a Melon Mobile customer;
  - c. Select the preferred Plan, click continue and order the plan;
  - d. Once payment is successful, your Plan will be updated.
16. By participating in the Melon Business Sign-Up Promotion, participants will automatically qualify for the uncapped voice and SMS services linked to their selected package, provided that the participant has not breached any of these terms and conditions, and the ongoing use has been in accordance with Melon's Fair Use Policy.
17. The participant will only need to sign in once, and accept these terms and conditions, in order to participate in and enjoy the benefits of the Melon Business Sign-Up Promotion.

#### **Fair Use Policy in respect of the Melon Business Sign-Up Promotion**

18. Notwithstanding the fact that the voice and SMS services in terms of the Melon Business Sign-Up Promotion are uncapped, the use of these uncapped services during the promotion period shall be subject to Melon's right to implement a hard-cap on the voice services in particular instances and are subject to Melon's Fair Use Policy, that prescribes that the eligible usage

#### **Other Terms and Conditions**

19. All of these terms and conditions in respect of the Melon Business Sign-Up Promotion must be read in conjunction with Melon Business' Standard Terms and Conditions, Terms of Use and Privacy Policy, which applies to all Melon Business Customers, and which is freely available on the Melon website at <https://www.melonmobile.co.za>.
20. The participant must be registered and signed-up with Melon Business and be in possession of a Melon SIM, and follow the process set out above in order to participate in the Melon Business Sign-Up Promotion;
21. This promotion includes the Melon Business Top-Up Bundles for the duration as set out above;
22. The uncapped voice and SMS services are not transferable and may only be utilised by the Melon SIM card associated with the Services, used in a mobile phone by a business.
23. The participant may terminate or cancel the Services at any time, but shall not be entitled to a refund from Melon Business in respect of any unused services for the remainder of the period, or in respect of any estimated usage of the services.
24. In the event that Melon Business terminates the Services due to a breach of these terms and conditions, the participant shall not be entitled to any refund.
25. Melon Business does not accept any liability or responsibility in respect of any misapplication of the promotion, whether by the Customer or any other third party, or any errors that lie beyond their control;
26. Melon Business reserves the right at any time during the promotion period to terminate this promotion or to amend these terms and conditions;
27. These terms and conditions shall be governed by and construed in accordance with the laws of South Africa.
28. Any disputes arising out of this promotion shall be resolved by way of mediation between the participant and Melon Business, and the value of any dispute shall be limited to the

value of the price (incl VAT) associated with the selected Service in terms of this Melon Business Sign-Up Promotion for one month only.