

Terms and Conditions

Melon Mobile welcome you as a user of the services provided via this website, web-based application and/or mobile application (the "Application"). We are providing the services to you, subject to these Terms of Use and the, "[Privacy Policy](#)", (collectively known as the "Terms"). The Terms, as may be amended from time to time, are effective from 1 April 2022 and onwards and govern both the online and offline access to and use of the Application and related services for new and existing users, as it relates to the intellectual property rights owner of the Application (the "Licensor"); the Application's content suppliers; and Melon Mobile Proprietary Limited with registration number 2022/414601/07 and its subsidiaries (collectively known as "The Companies").

Consent and Agreement

The Terms apply to your use of the Application and related services. You must read the Terms carefully, and we recommend that you print and keep a copy for your future reference.

BY ACCESSING, USING AND/OR BROWSING THE APPLICATION AND RELATED SERVICES:

- **YOU CONSENT TO THE COLLECTION, STORAGE, USE AND TRANSFER OF YOUR PERSONAL INFORMATION, WHICH INCLUDES IF APPLICABLE YOUR BIOMETRIC DATA, BY THE COMPANIES FOR PROCESSING AS DESCRIBED IN THE [PRIVACY POLICY](#); AND**
- **YOU FURTHER AGREE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS TERMS OF USE AND THE [PRIVACY POLICY](#).**

We reserve the right to change the Terms as necessity dictates. Continued use of the Application and related services implies acceptance of the Terms, as updated from time to time.

Your Personal Information

As noted above, we are providing the services to you, subject to the Terms, which include our [Privacy Policy](#). Please read our [Privacy Policy](#).

Registration

You must be older than 18 years of age to access and use the Application.

As an unregistered user you might be able to browse the services offered on the website. However when you choose to make use of the services offered on the Application, you will be required to login with your username and password. If you do not have a username and password you will be required to register on the Application. Registration requires filling in a short form which will create login details. Once the registration is complete and you are logged in you will then be able to make use of the services. To the extent that there are any charges associated with the use of the services, credit card details might be required. All first time users of the Application will be verified and authenticated through a process called XDS verification. The information you provide must be accurate and complete. You may not impersonate anyone else, choose names that are offensive or that violate anyone's rights. If you don't follow these rules, we may cancel your account. Every person must register their own account and

you are not entitled to permit anyone other than you to use your account.

By registering on the Application, you expressly consent to The Companies collecting the personal information you provide, and to The Companies processing your personal information as required to provide the services requested. This will be done in compliance with the [Privacy Policy](#). By registering on the Application, you also expressly consent to receive direct marketing from The Companies about goods or services offered by The Companies and any other affiliate, or entity within The Companies and their group of companies.

You are responsible for maintaining the confidentiality of your password and account and any activities that occur under your account. We will assume that anyone using the Application or transacting through your account is you. The Companies shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account.

You hereby indemnify The Companies from any loss, liability, cost or expense resulting directly or indirectly from any unauthorised person accessing your account, and waive any right to take action against The Companies, its directors, employees or affiliates in respect of any loss, liability, cost or expense resulting directly or indirectly from any unauthorised person accessing your account, or from any authorised access to your account.

If you find out that someone has used your account without your permission, you must report it immediately to: privacy@theKYC.com.

Melon Mobile's Simple Business Rules

- All of our packages are month-to-month plan based.
- Your plan is valid for 30 calendar days from date of payment.
- When you sign up, you will choose the allocation of your data, minutes and SMS per 30 day period. You are not required to sign a contract, and you can cancel the service at any time, and the service will terminate at the end of your 30 day plan period, with no further notice required.
- All data is subject to a 30-day expiry
- All voice is subject to 30-day expiry, with the exception of top-up voice which will not expire
- In order for you to comply with the crime prevention initiatives addressed through the Regulation of Interception of Communications and Provisions of Communicated-related Information Act (RICA), you will be required to Self-RICA yourself on the Melon App or Melon Website. Once you've submitted your information, your RICA application will be reviewed. If all submitted information was verifiably correct, your Melon SIM will be validated and you can continue the service.

Accuracy of content

The Companies have taken all reasonable steps to ensure that all data described or depicted on the Application and any other information displayed on the Application is current, complete and accurate. However content errors may occur. The information displayed on the Application is provided without any guarantees, conditions or warranty as to its accuracy or completeness.

To the extent permitted by applicable law, The Companies disclaim all representations and warranties, express or implied, that content or information displayed in or on the Application is accurate, complete, up-to-date and/or does not infringe the rights of any third party. Data provided by or through The Companies and/or the Application is provided by users, and not verified or audited by The Companies. The use of these contents is forbidden in those places where the law does not allow this disclaimer to take full effect. The Companies reserve the right to:

- Modify or withdraw, temporarily or permanently, the Application (or any part of) with or without notice to you and you confirm that we shall not be liable to you or any third party for any modification to or withdrawal of the Application; and/or
- Change the Terms from time to time, and your continued use of the Application (or any part thereof) following such change shall be deemed to be your acceptance of such change. It is your responsibility to check regularly to determine whether the Terms have been changed. If you do not agree to any change to the Terms then you must immediately stop using the Application; and/or
- Change the services from time to time.

We will use our reasonable endeavours to maintain the Application. You will not be eligible for any compensation because you cannot use any part of the Application or because of a failure, suspension or withdrawal of all or part of the Application due to circumstances beyond our control.

Copyright and Intellectual Property Rights

Copyright and all intellectual property rights in relation to the Application, including in all materials, texts, source code, drawings, graphics, icons and any data made available on the Application (collectively “materials”) are owned by the intellectual property rights owner of the Application (the “Licensor”) and is licensed to Melon Mobile Proprietary Limited through a licensing agreement between the licensor, its content suppliers and Melon Mobile Proprietary Limited and therefore protected by international intellectual property laws. Accordingly, any unauthorised copying, reproduction, reverse engineering, retransmission, distribution, dissemination, sale, publication, broadcast or other circulation or exploitation of such material or any component thereof will constitute an infringement of such copyright and other intellectual property rights. You may only use the materials or any component thereof for your information purposes when access thereto is permitted by the Licensor. The trademarks, names, logos and service marks (collectively “trademarks”) displayed on the Application are registered and unregistered trademarks of The Companies, as the case may be. Nothing contained on the Application should be taken as granting any licence or right to use any trademark without the prior written permission of The Companies. We grant you a limited license to access the Application and its related services, which is non- exclusive and non-transferrable. This license does not permit any of the following:

- Resale or commercial use of the Application or its contents or its related services;

- Collection and use of any product listings, descriptions, or prices;
- Collection and use of the content for any use other your own personal use;
- Derivative use of the Application or its contents or its related services; any downloading or copying of account information for the benefit of another merchant; or
- Any use of data mining, robots, or similar data gathering and extraction tools.

Links to other websites

External links may be provided as part of our service and for your convenience, but they are beyond the control of The Companies and no representation is made by The Companies as to their content, source or any risks that you may incur through linking to the other website. Use or reliance on any external links provided is at your own risk and we accept no liability in respect of such use. When visiting external links you must refer to the external terms and conditions of use.

You may not link to the Application, in any manner, or frame any content of the Application in any other manner or otherwise use the content without the express prior written permission of The Companies.

Use of the Application

You are not entitled to permit anyone other than you to use your account. Only you and The Companies shall be entitled to enforce the Terms. No third party shall be entitled to enforce any of the Terms.

The Companies shall not be liable to you or any third party for any loss or damage of whatsoever nature in the event that you make use of the services offered through the Application. You hereby indemnify The Companies from any loss, liability, cost or expense resulting directly or indirectly from your use of the Application and/or services available thereto, and waive any right to take action against The Companies in respect of any loss, liability, cost or expense resulting directly or indirectly from your use of the Application and/or services available thereto.

By accessing and using the Application, you warrant and represent to The Companies that you are legally entitled to do so and to provide the data required. You further warrant that all the details you have given are true and complete and that you are legally capable of concluding this transaction.

If you are younger than 18 years of age, you warrant that you have the consent of your parent or legal guardian to enter into this agreement with The Companies or that you have obtained legal status in another manner.

'Deep-linking', 'embedding' or using analogous technology is strictly prohibited. Unauthorized use of the Application and/or the materials contained on the Application may violate applicable copyright, trademark or other intellectual property laws or other laws.

We may in our sole discretion at any time suspend or terminate your participation through the Application and/or the operation of the Application without prior notice to you and without the need to give you reasons for such

termination. We will not be liable to you or any third party for doing so. You agree and warrant not to:

- Access or attempt to access any part of the Application by any means other than through the interface provided by us;
- Engage in any activity that interferes with, or disrupts, the Application or the servers and networks that host the Application;
- Use data mining, robots, screen scraping or similar data gathering and extraction tools on the Application;
- Copy, reproduce, republish, upload, post, transmit or distribute and information in, from or connected to the Application or its services;
- Frame or utilise framing techniques to enclose any trade mark, logo, or other proprietary information (including images, text, page layout, or form) belonging to The Companies and its affiliates without our prior written consent.
- Attempt to circumvent, disable or interfere with the security related features of the Application or features that prevent or restrict use of copying any content or enforce limitations on the use of the Application or content therein.

You agree to comply with all applicable laws, statutes, ordinances and regulations pertaining to your access to and/or use of the Application, the services, and/or use of your customer profile, or any part of these, and/or your posting of content and material (including text, files, images and photographs). You may not yourself or through a third party –

- Use the Application for harmful, unlawful or illegal purposes, including, without limitation to:
 - Impersonate any other person or use a false or unauthorised name so as to create a false identity and/or e-mail address or to misrepresent the origin or identity of any communications;
 - Collect, harvest or otherwise obtain Personal Information, (including personal information as defined in POPI and Personal Data as defined in GDPR), relating to other users;
 - Create, store and/or send unsolicited commercial communications; or conduct any fraudulent activity including any “pyramid scheme”, “ponzi scheme” or “chain letter”.
- Use any customer profile in a manner so as to advertise or promote your or any third party’s products or services and/or impersonate another person;
- Copy (other than for backup, archival or disaster recovery purposes), reproduce, translate, adapt, vary, modify, distribute, lease, license, sub-license, encumber or in any other way deal with any portion of the Application for any reason and in any manner, unless it is consistent with the intent and purpose of these Terms;
- Decompile, disassemble or reverse engineer any portion of the Application;
- Collect service listings, descriptions or other information displayed on the Application;
- Write and/or develop any derivative of the Application or any other software program based on the Application;
- Adapt, modify or enhance the Application. In the event of a user effecting any adaptation(s), modification(s) or enhancement(s) to the Application in breach of this

clause, such adaptation(s), modification(s) and enhancement(s) hereby vest exclusively in us and you hereby assign all rights in and to, and waive any and all moral rights in and to, such adaptation(s), modification(s) and enhancement(s), which assignment we accept;

- Without our prior written consent, provide, disclose, divulge or make available to or permit the use of or give access to the Application by persons other than you;
- Remove any identification, trade mark, copyright or other notices from the Application and/or any personalised item, it being specifically recorded, acknowledged and agreed that trademarks proprietary to or licensed to us will automatically be incorporated in all customer profiles;
- Establish a hyperlink, frame, metatag or similar reference, whether electronically or otherwise (collectively "linking"), to the Application or any subsidiary pages;
- Use the Application and/or any personalised item to transfer files that contain viruses, Trojans, bombs, time-locks, phishing programmes or other harmful programmes; and/or penetrate or attempt to penetrate the Application's security measures.

Security

We implement generally accepted standards of technology and operational security in order to protect personal information from loss, misuse, alteration or destruction.

Unfortunately, the transmission of information via the internet is not always completely secure. Please be advised, however, that we cannot fully eliminate security risks associated with

the storage and transmission of personal information and any submission of personal information is at your own risk.

Warranties

THE COMPANIES MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE APPLICATION OR THE INFORMATION, CONTENT, MATERIALS, AND/ OR PRODUCTS AND SERVICES INCLUDED ON THE APPLICATION. YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE APPLICATION, ITS SERVERS, OR E-MAIL SENT FROM US ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. WE WILL NOT BE LIABLE IN ANY WAY FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THE APPLICATION AND FORUMS, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

NEITHER THE COMPANIES, NOR ITS DIRECTORS, EMPLOYEES, OFFICERS, SUPPLIERS, SERVICE PROVIDERS OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND (INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, AS TO THE OPERATION OF THE APPLICATION OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THE APPLICATION). YOU EXPRESSLY AGREE THAT YOUR USE OF THE APPLICATION IS AT YOUR SOLE RISK.

IN NO EVENT SHALL, THE COMPANIES' DIRECTORS, EMPLOYEES, OFFICERS, SERVICE PROVIDERS OR SUBSIDIARIES BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE APPLICATION, OUR SERVICES OR THE TERMS AND CONDITIONS (HOWSOEVER ARISING, INCLUDING BUT NOT LIMITED TO NEGLIGENCE).

Indemnity

IN ADDITION TO ANY OTHER INDEMNITIES PROVIDED IN THESE TERMS, YOU HEREBY UNCONDITIONALLY AND IRREVOCABLY INDEMNIFY THE COMPANIES, ITS AFFILIATED COMPANIES, OFFICERS, AGENTS, DIRECTORS AND EMPLOYEES AND AGREE TO HOLD US FREE FROM ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS, OF WHATSOEVER NATURE SUFFERED OR INCURRED BY US OR INSTITUTED AGAINST US FOR INFRINGEMENT OF ANY RIGHT, WHETHER THE CLAIM OR ACTION ARISES FROM DELICT OR CONTRACT, OR ANY INFRINGEMENT OF WHATSOEVER NATURE, ARISING OUT OF OR PURSUANT TO THE EXERCISE BY YOU OF YOUR RIGHTS OR THE FULFILMENT OR BREACH BY YOU OF ANY OF YOU OBLIGATIONS UNDER THESE TERMS OR ANY OTHER REQUIREMENTS THAT WE MAY IMPOSE FROM TIME TO TIME, INCLUDING, WITHOUT LIMITATION, ALL LOSS, DAMAGES, CLAIMS AND/OR COSTS SUFFERED OR INCURRED BY US OR INSTITUTED AGAINST US AS A DIRECT OR INDIRECT RESULT OF YOUR USE OF THE APPLICATION, AND SUCH INDEMNITY SHALL EXTEND TO THE REASONABLE COSTS THAT MAY BE INCURRED BY THE COMPANIES IN DEFENDING ANY ACTION INSTITUTED AGAINST THE COMPANIES.

YOUR USE OF THE APPLICATION, THE SERVICES AND/OR YOUR CUSTOMER PROFILE IS ENTIRELY AT YOUR OWN RISK AND YOU

ASSUME FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM THE USE THEREOF. THE COMPANIES DO NOT ACCEPT LIABILITY THAT MAY ARISE IN CONNECTION WITH THE UPLOADING, REPRODUCTION, DISPLAY, USE, DISTRIBUTION OR SHARING BY YOU OF YOUR CUSTOMER PROFILE.

THE COMPANIES, ITS AFFILIATES, SHAREHOLDERS, DIRECTORS, AGENTS, CONSULTANTS OR EMPLOYEES SHALL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWSOEVER ARISING (WHETHER IN AN ACTION ARISING OUT OF CONTRACT, STATUTE, DELICT OR OTHERWISE) RELATED TO THE ACCESS TO AND/OR USE OF, OR THE INABILITY TO ACCESS OR USE, THE APPLICATION, ANY PERSONALISED ITEM AND/OR ANY LINKED APPLICATION, THE CONTENT THEREOF, ANY FUNCTIONALITY THEREOF OR INFORMATION CONTAINED THEREIN, EVEN IF WE KNOW OR SHOULD REASONABLY HAVE KNOWN OR ARE EXPRESSLY ADVISED THEREOF.

Address for Service

Melon Mobile (Pty) Ltd

[Unit 2, Polo Pavilion, Val de Vie Winelands Lifestyle Estate, R301 Jan van Riebeeck Drive, Paarl, 7646](#) [object Object]

Entire Agreement

The Terms set out the entire agreement between you and us related to the subject matter hereof, and supersedes any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

Other legal notices

The Companies shall be entitled to make use of all the data you provide for purposes of providing the services offered through the Application. The Companies shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of these Terms. All provisions of the Terms are, irrespective of the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of these Terms which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatsoever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be excluded from the agreement between us and the remaining provisions of these Terms shall remain in full force and effect.

Should The Companies be prevented from fulfilling any of its obligations to you as a result of any event outside the control of The Companies, then those obligations shall be deemed to have been suspended to the extent that, and for as long as, The Companies is so prevented from fulfilling them and your corresponding obligations shall be suspended to the corresponding event. In the event that such event continues for more than 14 (fourteen) days after it has first occurred, then The Companies shall be entitled (but not obliged) to terminate all of its rights and obligations in terms of or arising out of these Terms by giving notice to you. An event outside of the control of The Companies shall mean any event or circumstance whatsoever which is not within the reasonable control of The Companies including, but not limited to, vis major, casus fortuitous, any act of God, strike, theft, riots,

explosion, insurrection or other similar disorder, war (whether declared or not) or military operations, the downtime of any external telecommunications line, power failure, international restrictions, any requirement or any international authority, any requirement of any government or other competent local authority, any court order, export control or shortage or transport facilities.

These Terms shall be governed by and construed in accordance with the laws of the Republic of South Africa without giving effect to any principles of conflict of law. You hereby consent to exclusive jurisdiction of the High Court of South Africa in respect of any disputes arising in connection with the services referred to herein, or the Terms or any matter related to or in connection therewith.

For purposes of calculating any time periods GMT +2 shall apply.

Disclosures required in terms of section 43 of the Electronic Communications and Transactions Act 25 of 2002

Full name: Melon Mobile Proprietary Limited

Country of incorporation: South Africa

Physical address for receipt of service: [Unit 2, Polo Pavilion, Val de Vie Winelands Lifestyle Estate, R301 Jan van Riebeeck Drive, Paarl, 7646](#)

Vat nr: 4610306005

Telephone number: [068 643 2000](#)

Registration number: 2022/414601/07

Website URL: <https://www.melonmobile.co.za/>

Email address: disclosures@melonmobile.co.za

Licensor: Contactable Proprietary Limited with Registration

Number: 2012/154640/07.