

**Welcome to The Unlimited Application.**

**1. The Unlimited Application**

- 1.1. The Unlimited App is a product brought to you by The Unlimited Group (Pty) Ltd. Your use of the benefits and services provided through The Unlimited App are subject to the terms and conditions set out in this Terms of Use and Privacy Policy and form an agreement between you and us, so if you do not agree, you should not continue to use this App.
- 1.2. Provision of the benefits and services is restricted to South Africa and to our participating service providers.
- 1.3. When you download The Unlimited App you may be required to accept terms and/or the end user licence agreement (collectively, an "EULA") of a third-party supplier or vendor. While the EULA is separate from these terms and is its own legal agreement with you, you agree that, the EULA is part of this agreement and use of The Unlimited App.
- 1.4. By Downloading and/or using The Unlimited app you:
  - i. agree and want to be a party to this agreement;
  - ii. accepted the terms and conditions contained in this agreement;
  - iii. allow us to give you the services and benefits in terms of this agreement. To allow us to do this you agree that we can share your information with our partners, business associates, agents, representatives and other relevant third parties; and
  - iv. agree that we can market other products and services to you, share market innovations with you and you consent to us submitting your information to credit institutions (including credit bureaus) to update, process and monitor your information to guide us in making decisions about product development and suitability of offering, affordability, market conduct and activities related to our business and providing goods and services to you.
- 1.5. If you do not want to get marketing material and/or services, please let us know in writing.
- 1.6. The Unlimited, can change or end this agreement at any time. Any changes will be sent by SMS or other electronic communication and will be effective after 14 days of sending the communication to you. You cannot change this agreement. If you want to choose how you hear from us, call Customer Care and let us know. **Customer Care number 087 357 7777.**
- 1.7. Should any clause in this Agreement become illegal, invalid or unenforceable in any respect, the remaining clauses will not be affected.
- 1.8. We are not an agent of our Service providers or partners. You accordingly waive any and all claims for loss or damages against us arising directly or indirectly from any act or omission of the service provider or partner.

**2. Airtime and Data**

- 2.1. You will not be able to load data bundles purchased at retail stores on the SIM Card.
- 2.2. The free airtime and data cannot be used on other SIM cards associated with other network providers or device numbers.
- 2.3. For as long as You have a positive balance of airtime or data You will be able to use it, we cannot guarantee network coverage in the area in which you use your mobile device.
- 2.4. To report a lost or stolen SIM Card, dial 087 357 7777 from any telephone and we will assist You.
- 2.5. You must inform us within 3 days after loss or theft of the SIM Card to deactivate the MSISDN number relating to the SIM card.
- 2.6. It is a legal requirement that You fulfil the RICA requirements before the SIM Card can be activated and used. **YOU CANNOT RECEIVE FREE AIRTIME or DATA WHEN YOU ARE NOT RICA'd.**

### 3. Spin Rewards

- 3.1. Spin Rewards offer services and benefits that can be redeemed through our service partners. These Spin Rewards are not transferable to third parties.
- 3.2. The Services and Benefits offered are subject to our service partners terms. We cannot be responsible for the standard and quality or service or benefit they provide. We will not become involved in disputes between you and them regarding the quality, terms and characteristics of the service or benefit they provide.
- 3.3. We may from time to time, in our discretion, change our Spin Rewards or our partners who provide the Spin Rewards. You can view all our Spin Reward partners in the application.
- 3.4. It is in our discretion to determine the type and frequency and how you qualify for Spin Rewards you receive through your registration to The Unlimited Application.
- 3.5. All Spin Rewards are not redeemable for cash, cannot be redeemed in part and no change is given on Rand value vouchers.

## Privacy Policy

### 1. General

- 1.1. This Terms of Use and Privacy Policy explains how personal data is collected from you and used by The Unlimited Group (Pty) Limited ("The Unlimited" / "Double Connect" / "we" / "us" / "our"), its subsidiaries, affiliated companies and other third parties.

### 2. Your Access

- 2.1. If you use the Site, App, Benefits and Services you must keep any security detail (including, your password) secret and not allow other people to use it. If you allow others to use your details and security, you accept responsibility for all activities that happen under your access details or password. You accept responsibility for sharing your personal details and password.
- 2.2. Once you've logged onto the Site, App, Benefits and Services once, certain information, functionality and other features of the site may be accessible the next time you access them without having to re-enter your password.
- 2.3. We may refuse to provide products and/or services to you if we are unable to verify any information that you provide to us.
- 2.4. You agree that the following actions are material breaches of these terms and conditions:
  - 2.4.1. signing in as, or pretending to be, another person;
  - 2.4.2. transmitting material that violates, or could violate, the intellectual property rights of others or the privacy of others;
  - 2.4.3. using interactive services in a way that is intended to harm, or could result in harm to you or to other users of the Site; or
  - 2.4.4. gathering information about others without obtaining their consent.
- 2.5. You also agree that any use of your security access details shall be regarded as if you were the person using such information.
- 2.6. We may have requirements that you will need to follow when choosing a password. These requirements may be changed from time to time and you may be required to update your security details.

### 3. Electronic communication and records

- 3.1. When you visit the Site, App or send emails to us, you accept that we can communicate with you electronically. All records that you send to us may be stored electronically and with third parties. Any electronic communication (for example, an email or SMS) sent to you will be regarded to have been received by you upon being sent by us. This includes, but is not limited to mobile push notifications.
- 3.2. We take all reasonable steps to protect your personal information and maintain confidentiality. However, we cannot guarantee the security or integrity of any information you send to us online and you agree that you do this at your own risk.
- 3.3. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically meet any legal requirement that the communications be in writing.

#### 4. Copyright

- 4.1. All content made available on the Site, App or through the Benefits and Services (for example, text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software) belongs to us or our service providers (as the context indicates), unless we expressly state that it is not and is protected by South African and international law. In addition, the compilation of all content on the Site is our exclusive property and is protected by South African and international copyright laws.
- 4.2. Any unauthorised use, alteration or dissemination of the information or content on the Site, App and Services and Benefits is prohibited.
- 4.3. You agree that if you breach the terms of this clause 5, we will have the right to claim damages against you, which will include the right to claim special, incidental, consequential or indirect damages. We will also be allowed to claim for loss of profits and loss of business and will also be allowed to recover all legal costs on a scale as between attorney and own client.
- 4.4. Nothing on the Site, App or in the Benefits and Services should be regarded as granting any licence or right to use any trademark without our prior written permission and/or that of any third party.
- 4.5. We try to ensure we protect the information on the Site and App. However, we cannot be held responsible for any consequences that may result from the unlawful breach of copyright or unlawful dissemination of information by third parties copying information off the Site. If you suspect a breach or where a breach may have taken place and this comes to your knowledge, please contact us as soon as possible so that we can address the problem.

#### 5. Data We May Collect From You

- 5.1. Personal Data are information that identifies you as an individual (such as your name, address, telephone number, email address, photo and credit or debit card details), and information about you or your activities or preferences when such information is directly linked to personal data.
- 5.2. It is in your best interest to keep any data we collect from you accurate and current.
- 5.3. You guarantee that all data provided by you at any time to us on or via the Site, App, Benefits and Services will be true, accurate, current and correct and you undertake to update the information as and when required.
- 5.4. You guarantee that you have fully disclosed all facts, and agree that this user agreement or any transactions related to this user agreement will be void if you do not meet this requirement.
- 5.5. We may collect and process the following data about you:
  - 5.5.1. Personal Data that you provide us at the time of downloading the App or subscribing to any of the Benefits and Services, including filling in forms on our site or application forms, speaking to our agents on the telephone, posting or emailing material or requesting further services.
  - 5.5.2. Personal Data that you provide to us when you report a problem or ask a question in respect of our Site, App and any Benefits and Services, including but not limited to the following:
    - (a) Device Information: We may collect information about the device or any computer you may use to download the App onto your devices, including the computer's or the device's unique device identifiers, operating systems, browser type, mobile network information as well as the device's telephone number.
    - (b) Location Information: When you use one of our location enabled Apps or Benefits and Services, we may collect and process data about your actual location.
    - (c) Log Information: We may automatically collect and store certain information about your use of the Site, App and Benefits and Services in server log, including but not limited to internet protocol addresses, internet service provider, clickstream data, browser type and language, viewed and exited pages and date and time stamps.
    - (d) Unique application Numbers: When you install and uninstall an App containing a unique application number or when such an App searched for automatic updates, that number and information about your installation, for example the type of operating system, may be sent to us.

## 6. Where we store your Data

6.1. The Data that we collect from you may be transferred to, and stored, at a destination outside of the Republic of South Africa (SA), including the EU, USA. It may be also processed by staff operating outside of SA who work for us or the recipients to whom we disclose your data in accordance with sections 5 and 6 of this Privacy Policy. By submitting your personal data, and using the Site, App and Benefits and Services, you agree at this usage, transfer, storing and processing. We take all steps reasonably necessary to ensure that your data are treated securely and in accordance with the Privacy Policy.

## 7. How your Data may be used

7.1. We may use your data for the following purposes:

7.1.1. To provide the App and Services to You;

7.1.2. To improve our Site, App and Services;

7.1.3. To provide customer service, including respond to your questions, complaints and fulfil your request for information; and

7.1.4. To send you important information about the App and Services, changes to our terms, conditions, service providers, policies and / or technical information, security alerts and support and administrative services.

7.2. Unless you direct otherwise to send you in App promotions, up-coming events, and other news about products and services offered by us, our affiliates and partners, including merchants from whom you purchase the goods or services via an App, which we feel may interest you;

7.3. To personalise your experience of the App by presenting information tailored to you and your geographic location;

7.4. For our business purposes, such as data analysis, audits, developing new products, improving our Site, App and/or Benefits and Services, identifying usage trends and determining the effectiveness of our communications;

7.5. To carry out our obligations arising from any contracts entered into between you and us;

7.6. To support any of the intended purposes specifically stated at the time which you provided your personal data;

7.7. For Payment verification and fraud prevention services; and

7.8. As we believe to be necessary or appropriate: (a) under applicable law, including laws outside your country of residence; (b) to comply with legal process; (c) respond to requests from public and government authorities including public and government authorities outside SA; (d) to enforce or apply this Privacy Policy or our Terms of Use; (e) to protect our operations or those of our affiliates; (f) to protect our rights, privacy, property or safety, and/or that of our affiliates, you or others; and (g) to allow us to pursue available remedies or limit the damages we may sustain.

## 8. Who may we disclose your data to

8.1. In addition to disclosing your personal data as described in 7 above, we may disclose your personal data:

8.1.1. To agents, service providers and third parties: We may disclose your data to any of our agents, service providers and third parties that provide services to us in order to allow or enable us to provide and the Site, App or Benefits and Services.

8.1.2. To merchants: We may disclose your personal data to merchants from whom you purchase goods or services via the App.

8.1.3. To legal, regulatory or governmental authorities: We may disclose your account and other personal data when we believe that release is appropriate to comply with any legal or regulatory obligation or request, to protect our rights, privacy, property or safety, and/or that of our affiliates, you or others, or to enforce or apply this Privacy Policy or our Terms of Use. This includes exchanging information with other companies and organisations for Fraud protection and credit risk reduction.

8.1.4. In connection with corporate dealings: We may disclose your personal information in connection with any merger, sale of our or our affiliates' assets, or financing or acquisition of all or a portion of our business or our affiliates' businesses to another company.

8.1.5. With your consent: We may disclose your personal data when you agree to our sharing data with other third parties for their own marketing purposes and subject to their separate privacy policies.

8.1.6. We may also disclose aggregate information about you and other users with advertisers, publishers, business partners, sponsors, and others third parties.

## 9. Your Choice – Direct Marketing

9.1. You have the right to ask us not to process your personal data for marketing or promotional purposes.

9.2. You can exercise your right to prevent such processing by contacting us on the customer care line (087 357 7777). You may exercise this right anytime.

## 10. Your Rights in Relation to Your Personal Data

10.1. You can find out if we hold personal data about you by writing to us any time at The Unlimited, 1 Lucas drive, Hillcrest, 3650.

10.2. We will handle your personal data and any request made by you in accordance with the applicable law.

## 11. Retention

Your personal data will not be stored for any period longer than it is serving a legitimate purpose or as is required by law.

## 12. Third Party Sites/App/Benefits and Services

We are not responsible for the privacy, information or other practices of third parties, any unaffiliated payment service or any third party operated website or app to which the Site, App or Services and Benefits contain a link.

## 13. Changes

We may change this Privacy Policy at any time and in our sole discretion. Collection and use of Personal Data is subject to the Privacy Policy and applicable law in effect at time of collection/use or otherwise processing the data. If we make and changes to this Privacy Policy or our Terms of Use we will change the "Last Updated" date above. If you continue to use the Site/App/goods and services any changes made will be deemed as accepted by you.

## 14. Cookies

### 14.1. What are cookies?

Cookies are small pieces of text sent by your web browser by a website you visit. A cookie file is stored in your web browser and allows the Service or a third-party to recognise you and make your next visit easier and the Service more useful to you.

Cookies can be "persistent" or "session" cookies.

### 14.2. How The Unlimited uses cookies

When you use and access the Service, we may place cookies files in your web browser.

14.2.1. We use cookies for the following purposes: to enable certain functions of the Service, to provide analytics, to store your preferences, to enable advertisements delivery, including behavioural advertising.

14.2.2. We use both session and persistent cookies on the Service and we use different types of cookies to run the Service:

- i. Essential cookies: We may use essential cookies to authenticate users and prevent fraudulent use of user accounts.
- ii. Third-party cookies: In addition to our own cookies, we may also use various third-parties' cookies to report usage statistics of the Service, deliver advertisements on and through the Service, and so on.

### 14.3. What are your choices regarding cookies?

14.3.1. If you'd like to delete cookies or instruct your web browser to delete or refuse cookies, please visit the help pages of your web browser.

14.3.2. Please note, however, that if you delete cookies or refuse to accept them, you might not be able to use all of the features we offer, you may not be able to store your preferences, and some of our pages might not display properly.

## 15. Disclaimer

15.1. The Site, App, Benefits and Services all information, content, tools and materials are provided by us on an "as is" and "and available" basis, unless we inform you in writing.

15.2. We do not guarantee the operation or the information, content, tools or materials on the Site, App, Services and Benefits. You agree that you use these at your own risk.

15.3. We do not guarantee that (i) the Site; (ii) App; (iii) the information, content, tools or materials included on the Site, App and Benefits and Services; (iv) our servers; or (v) that any electronic communications sent by us are free from viruses or other harmful components. We will not be liable for any damages of any kind arising from your use of the Site or App from any information, content, tools or materials included on or otherwise made available to you through the Site or App, including for direct, incidental, punitive and/or consequential damages.

- 15.4. We are fully committed to providing you with the best possible service. However, we are not responsible for:
- 15.4.1. any interrupted, delayed or failed transmission, storage or delivery of information due to a power failure, equipment or software malfunction, natural disasters, fire, labour unrest, or any other cause beyond our reasonable control; or
  - 15.4.2. any inaccurate, incomplete or inadequate information obtained from the Site, App, Services and Benefits supplied by you.
- 15.5. Neither will we be responsible for any direct or indirect loss or damages that may arise from:
- 15.5.1. any of the events described in this paragraph or the paragraphs above;
  - 15.5.2. your actions or omissions that result in a breach of this user agreement;
  - 15.5.3. any links to other websites from the Site. You also acknowledge that we cannot control the content of or the products offered on those websites;
  - 15.5.4. a denial of access to the website should we believe or have reason to believe that you are conducting activities that are illegal, abusive, would attack the integrity of the website or put us in disrepute; or
  - 15.5.5. your reliance on any of the information, content, tools or materials that you obtain from the Site, App, Benefits and Services.

## 16. Contact Us

Questions, concerns or comments are welcomed. Please send them to us at 1 Lucas Drive, Hillcrest, 3650 or call us on 087 357 7777.