



## PURCHASE & SUBSCRIBER AGREEMENT

Onecell (Pty) Ltd  
 Reg no: 2002/014712/07,  
 Cartrack Corner, Corner Jan Smuts & 7th Avenue,  
 (Entrance 11 Keyes Avenue), Rosebank  
 Tel: 011 250 3250  
 Fax: 011 250 3251

SECTION A				
Unit serial no.		Subscriber ref.		
Sales person		Branch		
Subscriber Details			Operator (optional)	
Name				
Cell no.				
Tel no. (H)				
Tel no. (W)				
Physical/street address			Checked & proof attached	
Identity no./Passport			Checked & proof attached	
SECTION B				
Tablet	R	Other Accessories	R	
Airtime	R			
Printer	R			
SECTION C				
Trading street			Trade at house	Yes      No
Trading location			Trade at house for	Personal use      Trade
Closest Town			Trade at another location	
Province			Name other location	
SECTION D				
Monthly subscription fee				
Deduction Date				
SECTION E				
<p><b>STANDARD BANK</b>  <b>Account name: Onecell</b>  <b>Account number: 422251127</b>  <b>Branch code: 004205</b>  <b>Subscriber ref. number to be used</b></p> <p><b>NB - Your reference number on the deposit slip must correspond to your Subscriber ref. number (top right of application), and each Onecell unit should have its own deposit slip.</b></p> <p><b>ONLY DEPOSITS OF R100 OR MORE WILL BE ACCEPTED.</b></p> <p>I have read, understood and agree to be bound by the standard terms and conditions of the <b>Onecell (pty) Ltd Subscriber Rental Agreement</b> as per the reverse of this page. <b>A copy of a valid South African ID document or passport and proof of residence must be attached to this contract.</b></p>				
Subscriber signature:			Date:	

- 1 How to interpret these terms and conditions**
- 1.1 In these terms and conditions the words on the left will have the meanings set out on the right unless the context clearly shows that the Parties intended a different meaning;
- 1.1.1 "Agreement" means this subscriber application together with these terms and conditions and all annexures;
- 1.1.2 "Battery" means the built-in power source inside the Unit;
- 1.1.3 "Business" means a mobile pre-paid vending and communications system;
- 1.1.4 "Business Day" means any day other than a Saturday, Sunday or official South African public holiday;
- 1.1.5 "Cellphone Network Provider" means a third party that provides a mobile communications solution using the Global System for Mobile Communication ("GSM"), for example: Vodacom, MTN, Cell C and 8ta;
- 1.1.6 "Charger" means the power supply attached to the Onecell Unit which can be plugged into an external power source (i.e. the wall plug);
- 1.1.7 "Credit" means pre-paid credit which has been bought by You from Us through a bank deposit and allocated to Your account or through the purchase of a Onecell Recharge Voucher, with preloaded credit;
- 1.1.8 "Customers" means Your customers who request the pre-paid services available on the Onecell Unit;
- 1.1.9 "Direct Marketing" means when we approach You, either in person, by mail (including electronic mail) or by SMS for the direct or indirect purpose of promoting or offering to supply the Goods or Services;
- 1.1.10 "Goods" means a Onecell Unit, Printer, or Charger inclusive of pre-loaded Credit in the amount specified on the cover page of these terms and conditions;
- 1.1.11 "Onecell Recharge Voucher" means a voucher purchased by You from Us with pre-loaded credit with which You can recharge the Credit on Your Onecell Unit;
- 1.1.12 "Onecell Unit" means a digital (made up of numbers) communication and calculation (e.g. adding up) unit which will allow You to run Your Business;
- 1.1.13 "Parties" means You and Us;
- 1.1.14 "Printer" means the printer attached to the Onecell Unit which allows You to print a Voucher;
- 1.1.15 "Purchase Price" means the price payable for the Goods as calculated in Section B of the cover page of these terms and conditions and includes an amount of pre-loaded Credit;
- 1.1.16 "Service Provider" means a:
- (i) cellphone network provider;
  - (ii) provider of utilities vouchers and/or services;
  - (iii) provider of gaming vouchers and/or services;
  - (iv) provider of banking vouchers and/or services; or
  - (v) provider of entertainment services vouchers and/or services and the like;
- 1.1.17 "Services" means the service of allocating deposits made by You into our banking account to Your Unique Customer Reference Number;
- 1.1.18 "Simcard" means the Cellphone Network Provider's Subscriber Identification card found inside the Onecell Unit required for communication between the Cellphone Network Provider and Your Onecell Unit on the cellphone network.
- 1.1.19 "Transaction" means each individual and separate Voucher or Credit sold by Us to You using the Onecell Unit or Our back office systems in conjunction with Our bank account(s);
- 1.1.20 "Unique Customer Reference Number" means Your personal unique reference number located on the cover page of these terms and conditions, which are linked to Your account, which can also be found on the bottom right hand corner of the display screen when You switch on Your Onecell Unit;
- 1.1.21 "Us/We" means Onecell (Pty) Ltd;
- 1.1.22 "Vend/Vending" means You selling a Voucher at a price equal to the Voucher Value to Your Customer;
- 1.1.23 "Voucher" means the receipt printed by the Printer confirming a Transaction;
- 1.1.24 "Voucher Value" means the total transaction value of each Voucher which is determined by the applicable Service Provider and which is charged to the Customer;
- 1.1.25 "You/Your" means the individual described as the "Subscriber" as set out on the front page of these terms and conditions;
- 1.1.26 "Monthly Subscription Fee" This is the fee that in credit will be deducting from your Onecell account monthly

- 2 Introduction**
- 2.1 We sell a Onecell Unit to You which can be used by You in a Business to sell pre-paid services to Your Customers.
- 2.2 We are bound by the provisions of the Consumer Protection Act, 68 of 2008 ("CPA").
- 2.3 We intend to rely on the written terms and conditions of sale in this Agreement. If You require any changes, please make sure You ask our representative to put these changes in writing. In that way, We and You can avoid any problems surrounding what You and We are expected to do.
- 2.4 These are the terms and conditions relating to Your rights and other matters in respect of the sale and purchase of the Goods on the one side and the subsequent (i.e. following) Services being sold to You by Us.
- 2.5 You must supply a valid South African identity document or passport and proof of residence in compliance with the provisions of the Regulation of Interception of Communications and provision of Communication related Information Act, 70 of 2002 ("RICA").
- 2.6 **The Cellphone Network Providers may block Simcards that they think are inactive, which is usually where there has been no activity on the Onecell Unit for 3 (three) months or more, without any trade shown on the Unit. We will inform You by SMS of a pending block and will advise You to buy Credit in order to prevent a block.**

- 3 Right to choose**
- 3.1 This Agreement is not a fixed-term Agreement. The purchase of the Goods by You to start Your Business is a once-off sale transaction. After You purchase the Goods, we will provide the Services as and when You deposit money into one of our accounts as set out in clause 7 below.
- 3.2 **You are informed that in order for the Goods to operate and Services to be rendered to You by Us, You will be required to purchase Credit from Us by making deposits into our banking account.**
- 3.3 When purchasing the Goods and pre-loaded Credit from Us, You have the right, before taking delivery of the Goods, to examine the parts, components and workmanship, for purposes of quality and description, without removing the Goods from our premises, or disassembling the Goods in whole or in part, or taking any parts or components or having them taken apart.
- 3.4 If You have bought our Goods or Services from Us as a result of Direct Marketing by Us, You have the right to a cooling-off period, by being allowed to cancel Your purchase of the Goods and Services, within 5 (five) Business Days after We have both signed this Agreement, by expressing Your intention to cancel this Agreement in writing to Us.
- 3.5 If any payment has been made to Us by You in terms of the Agreement through Direct Marketing, we will return the payment to You within 15 (fifteen) Business Days of receiving Your written cancellation of the Agreement if You have not taken delivery of the Goods and/or Services, or within 15 (fifteen) Business Days after You return the Goods to Us if You have already taken delivery of the Goods.

- 4 Right to equality in the consumer market**
- You confirm that You have the legal capacity (i.e. the laws of South Africa allow You) and authority (i.e. You have any and all required permissions) to buy the Goods from Us, accept the Services from Us and enter into subsequent transactions with Us and be bound by (i.e. accept) this Agreement.

- 5 Right to privacy**
- 5.1 You may:
- 5.1.1 refuse to accept;
  - 5.1.2 inform Us in writing that You wish to discontinue; or
  - 5.1.3 register a pre-emptive block with the Administrator of the Registry for Direct Marketing in accordance with the provisions of the CPA against any Direct Marketing communication from Us.
- 5.2 You confirm that You have been informed that You can obtain any information regarding the Registry for Direct Marketing from the National Consumer Commission, available through the DTI Customer Contact Centre on the following numbers: 0861 843 384 or 012 394 9500.
- 5.3 **We agree not to disclose any of Your personal information, other than for the purposes set out in this Agreement, unless required by a court of law or under any applicable legislation, or with Your prior consent.**

- 6 Right to disclosure of information**
- 6.1 We have tried at all times to make sure that these terms and conditions are in plain and understandable language. If You feel that You do not understand any of these terms and conditions, please request that our representative explains the relevant part to You before You sign this document.
- 6.2 We will provide You with an Indicative Price Schedule, which will be valid on finalisation of this Agreement until notified on Your cellphone by Us of any changes, which will be attached to these terms and conditions, which will set out the following information:
- 6.2.1 The Voucher Value for each Service Provider; or
  - 6.2.2 The Purchase Price that will be paid by You per Transaction; and
  - 6.2.3 The estimated margin and / or profit to be received by You from each Transaction.

- 6.3 The estimated Purchase Prices and margins contained in the Price Schedule are calculated according to the prices charged by the Service Providers, which are subject to change, without prior notice to Us by the Cellular Network Providers or You by Us, similar to prices that might change for items bought at a supermarket from one visit to the next.
- 6.4 If the Service Providers change their prices, We will inform You of the new Purchase Price and margin by sending an SMS to the cellphone number provided to Us by You for this purpose and for the purpose of any communication between You and Us. Should You change Your cellphone number You must advise Us of the new number as soon as possible so We can always communicate with You.
- 6.5 **Immediately after notification (i.e. We have told You) to You by Us of the change in Purchase Price and margin, the new amended Price Schedule will apply to Your next Transaction.**
- 6.6 The Purchase Price of the Goods and the pre-loaded Credit, of which You have been informed by Us and have had an opportunity to consider, will be paid by You in South African Rand, free of exchange and any other charges, at the address where You have signed these terms and conditions and where You will collect and take delivery of the Goods, after depositing money into our chosen bank account (We will provide You with these banking details) or through a cash payment as may be required by Us and We have confirmed receiving Your payment.
- 7 Deposits**
- 7.1.1 When You buy the Goods from Us, You will have pre-loaded Credit on your account, Credit which will be indicated on the Price Schedule.
- 7.1.2 **Please remember that there is a cash deposit fee payable by You to Us for each deposit made by You at ABSA Bank or First National Bank which are highlighted with our bank details for each account below. We will notify You of a change in the amount of any cash fee deposit on Your cellphone number by SMS at least 30 (thirty) days before the change occurs.**
- 7.1.3 **Before Your Credit is fully sold, You must ensure that You recharge Your account in order to ensure that You can run the Business without interruption.**
- 7.1.4 When You would like to add Credit to Your account, please follow the process as set out below:
- 7.1.4.1 You must deposit at least R100.00 or more for Your deposit to be accepted.
  - 7.1.4.2 Deposits must be made into one of our bank accounts, as set out below:

Account Name:	Onecell	Onecell	Onecell
Bank:	Standard Bank	ABSA Bank	First National Bank
Account Number:	4222 511 27	407 639 6728	621 084 969 95
Branch Code:	00 42 05	63 20 05	254605
Deposit Reference Number:	<b>YOUR UNIQUE CUSTOMER REFERENCE NUMBER</b>		
Cash Deposit fee:	FREE	R7.00	R7.00

- Please make sure that You use Your Unique Customer Reference Number when making a deposit to recharge Your Credit to ensure that Your Credit is allocated to Your account as quickly as possible.**
- 7.1.5 Cash deposits made by You at one of the Banks listed above will reflect on Your account within 1 (one) hour from deposit and You will thereafter be able to Vend, as long as Your Unique Customer Reference Number is used.
- 7.1.6 If We become aware of an event beyond our control, which has an impact on the Goods or Services provided by Us to You, for example: the banking system shutting down or not functioning properly, we will advise You by SMS as soon as possible to ensure that You are aware of the problem or problems and so that You may advise Your Customers accordingly. If You change Your cellphone number You must advise Us of the new number as soon as possible, so We can always communicate with You.

- 8 Right to fair and responsible marketing**
- 8.1 **We will supply to You the Goods to enable You to start Your Business but we cannot guarantee the success of Your Business and this will require Your hard work and marketing.**
- 8.2 **The Price Schedule is a suggested price and margin list and will change depending on those prices received from each Service Provider, which will affect Your expected profit.**

- 9 Right to fair and honest dealing**
- You confirm that You have had a proper opportunity to consider the implications of these terms and conditions, and of buying the Goods and Services from Us and that You buy the Goods and Services and the associated Business out of Your own free will and without any improper influence by Us or any of our employees, representatives or agents.

- 10 Right to fair, just and reasonable terms and conditions**
- 10.1 Any change to these terms and conditions will be valid if the change is made in writing and signed by You and by Us to ensure that we both understand and accept the change.
- 10.2 No granting of any leeway or the granting of any extension of time will be a waiver of any of Our rights under this Agreement and will not create a new agreement.
- 10.3 This Agreement will be interpreted and determined according to the laws of the Republic of South Africa.

- 10.4 If any clause in this Agreement is found to be unenforceable, that particular clause (i.e. paragraph) will be separated from this Agreement, which will not affect the enforceability of the balance of the Agreement (i.e. this Agreement will be read as if the unenforceable clause never formed part of this Agreement).
- 10.5 For the purpose of service of any legal documents or notices in terms of this Agreement, the Parties choose the address (or Your cellphone number) if We need to notify You of any changes to the Price Schedule or cash fee deposits on the cover page of this Agreement, or for delivery or service of any legal documents or notice in terms of this Agreement. (This law is known as domicile).
- 10.6 If a Party is in breach of this Agreement, the innocent Party (i.e. the Party not in breach) will have the right to recover all legal costs and disbursements on an attorney and client scale (i.e. the scale of recovery of legal fees and disbursements prescribed by legislation).
- 10.7 **Any amount indicated on any invoice issued by Us to You will be regarded as a liquidated amount (i.e. an amount which is easily determinable) and any such amount will be, on the face of it, regarded as correct. If You wish to dispute the amount, the burden of proof will rest on You to prove that You are correct.**

- 11 Right to fair value, good quality and safety**
- 11.1 The Goods sold by Us to You come with a statutory (i.e. legal) warranty of 6 (six) months from the date of delivery of the Goods to You.
- 11.2 **The warranty given by Us to You in clause 11.1 will be cancelled if the Goods or the Goods' component parts have been misused, neglected, altered or tampered with, or have been repaired by another party, or have parts, components or attachments fitted to them which are not approved by Us (for example, using illegal or incorrect power sources to operate the Goods). The correct power source is a legal, earthed 220V AC connection installed by a qualified electrician and should be used in conjunction with the Onecell power supply only.**
- 11.3 **The warranty given by Us will not apply to ordinary wear and tear and normal usage of the Goods.**
- 11.4 If You have any problems with the Goods within the warranty period, subject to clause 11.2 above, We will either repair, refund or replace the Goods, as requested by You.
- 11.5 If You request that We repair the Goods or a component part of the Goods, We will be happy to do this as long as you have adhered to the warranty conditions.
- 11.6 Any repair carried out by Us on the Goods or component parts of the Goods, will carry a 3 (three) month warranty from the date of delivery back to You.
- 11.7 If the Goods are lost or stolen, You must advise Us immediately but We will accept no responsibility to replace the Goods and You must ensure You have the necessary insurance in place for this purpose.

- 12 The right to be heard and obtain redress**
- 12.1 In the event of a complaint by You, or a dispute arising between Us, in terms of the Goods or these terms and conditions, or the interpretation of this Agreement, You shall inform Us, in writing, of the exact extent and nature of the complaint or dispute after which We will attempt to resolve the matter within 7 (seven) Business Days, failing which, You can direct a complaint to the Consumer Complaints Commission.
- 12.2 Should Your complaint not be resolved to Your satisfaction by the Consumer Commission You may want to take proceedings to Arbitration or Court. You must do this within the Republic of South Africa.

- 13 Monthly Subscription Fee**
- 13.1 Monthly subscription fee will be deducted from your Onecell account in form of the credit.
- 13.2 This Monthly subscription fee will be deducted as stated on the front of the contract.
- 13.3 The deduction will be set at the price indicated in front of the contract.
- 13.4 In the event of a change in the cost of the monthly subscription fee, you will be notified 30 days prior to the change via SMS to the contact number supplied.
- 13.5 You have to insure that the balance on your Onecell account should be more than the subscription fee on the day of the deduction.
- 13.6 The result in not having funds available or enough for the monthly subscription fee might result in contract termination with immediate effect.

- 14 Signature:**  
I have read these terms and conditions and confirm that I understand them and agree that they will regulate the relationship between Onecell and I.

Your Signature

Onecell Representative's Signature