

VIRGIN MOBILE STANDARD TERMS AND CONDITIONS – THE SMALLPRINT

1. Our agreement

- 1.1 This agreement begins on the earliest of:
(i) us accepting your request for our service or you entering your PIN, and us activating your SIM on the network; or
(ii) you opening our website; or
(iii) you using the network other than for emergency calls or calls to the Sort Me Out Centre; or
(iv) you giving us authority to debit your nominated bank account.
1.2 We can refuse to sell you a SIM.
1.3 Additional or different terms may apply when you accept special promotions and offers, we will notify you of these terms from time to time.
1.4 If you are a minor, you may need to help you enter into this agreement.
1.5 We may ask you to sign the Virgin Vitals, particularly if you are a credit account holder. You must return the signed Virgin Vitals to us.
1.6 If we agree to deliver anything to you, you must accept delivery personally.
1.7 If you want to change your details, you must give us accepted terms and conditions that apply. You may need to register.
1.8 You agree to give important personal and business information to open your account, RICA you, credit check you, debit your bank account or credit card, or for any other reason, to provide service to you.
1.9 If you want to put, we agree to do this at your request.
1.10 These terms and conditions apply to all our services.
1.11 RICA
2.1 Once we accept your request for our service and you give us the valid information we need, we'll connect your SIM to our service and open an account in your name.
2.2 We or our agents will always need to see your original identity document. If you are a business or represent a business, we will need the original identity document of the person who is authorised to bind the business, and the other documents we ask you for in the business pack. We also need to record your residential, business and postal addresses.
2.3 We may be obtaining information under RICA to a law enforcement officer and we can do so without your consent.
2.4 If you give your SIM or your phone to anyone else, you must notify us in writing or you will be in breach of the law.
3.1 We'll try to make our service available to you at all times, but the quality and availability could be affected by factors outside our control, such as the weather and faults in other networks. The network and our service may from time to time need upgrading, maintenance or other work which may result in interruptions or unusable services.
3.2 You should ask whether coverage is available in the area where you need to use the service.
3.3 Any SIM we give you is our property and must be returned on demand (otherwise you may be liable to pay a replacement fee). You must keep your SIM safe and only use it to access our service. If your SIM is lost, stolen or damaged, please call the Sort Me Out Centre for another SIM. We may charge you to replace it.
3.4 If numbering information changes, we may need to change, withdraw, suspend or re-assign your phone number.
3.5 Our service is available to you if you are an account holder and you:
(i) stay within the range of the network;
(ii) don't breach any laws or regulations applicable to the services or their use;
(iii) don't use the service to infringe another person's rights, to defame another person or to make offensive, abusive, indecent or nuisance calls;
(iv) only use the service with the equipment and SIMs we approve for use;
(v) give us valid information we reasonably ask for and follow all our instructions;
(vi) don't use the services to access or send any unlawful content or for other unlawful purposes or knowingly or carelessly allow any other person to do so;
(vii) don't jeopardise the operation of the network or knowingly or carelessly allow any other person to do so;
(viii) use our services, your SIM and your mobile to send and receive voice calls and messages permitted by law.
3.6 Some services may only be available to you if we agree you can have a credit account (you need to be creditworthy).
3.7 We may refuse to provide you with certain premium rate services, international calls, international roaming, or other services; or impose credit limits on those services at any time. You may only have international roaming if you have a credit account and you may need to make an upfront payment before you can roam.
3.8 Where we provide you with discounted voice, text, and photo messaging rates for messages sent to another Virgin Mobile account holder, those rates will not be available for bulk commercial use, and you may not sell or otherwise make them available to others.
3.9 We may make offers exclusively to new account holders and then. As an existing account holder, you will need to check if you qualify for these offers.
3.10 To keep you posted on our special offers, you agree that we can send you promotional and other marketing messages by SMS, MMS or otherwise, but only if you change your mind please let us know. We may need to send you other important messages about your account, your charges, the network, or if required by law, all of which are necessary for us to provide the services to you, and these will need to be sent whether you have your consent or not.
3.11 You may change from credit to prepay account or the other way around, but this may affect your credit limit and we may need to credit check you. If you want to migrate from one credit account to another or a credit to prepay account, you must do this once every 30 days. If you migrate from a prepay to a credit account you may need to make an upfront payment unless you have V charges left which we agree to apply to your credit account.
4. Charges and payment
4.1 Charges for our services can be found in our price lists which we update from time to time. They are available in Virgin Mobile stores and on our website.
4.2 We will bill you when we activate your SIM, and you must pay all charges on your account, whether or not they've been incurred by you personally and even if you have a credit balance on a credit account. We may not ask for payment on any transaction on your account for any reason (and you waive your right to do so).
4.3 You will be liable for all charges relating to use of your SIM if it has been lost or stolen until you notify us.
4.4 International roaming will be charged for at the rates we are charged by overseas network operators when they bill us, and not our normal rates. Overseas network operators may bill us some time after they stop our roaming.
4.5 You must pay any charges under any VAT, which will be added to your charges.
4.6 If you send an SMS or MMS, we will charge you at the time you send that message, whether or not the message is received.
4.7 You can pay your charges:
(i) in advance, using the prepay account option (e.g. if you are a minor without a parent or guardian to help you, or a foreigner with a valid passport); or
(ii) where we agree, in arrears using the credit account option, subject to you meeting any conditions imposed from time to time including passing a credit check and agreeing to paying the charges by debit order from any 1 of your bank accounts, or from a credit card, or as we agree (if you are not a South African resident, you may not have a credit account); or
(iii) you can top-up your prepay or credit account at any time at an ATM or by credit card (on our website, at our stores, by phoning the Sort Me Out Centre), or by buying V charges.
4.8 If you choose the prepay account option:
(i) you need to top-up at least once every 90 days to keep your balance; and at least once every 120 days to keep your phone number and access to services; and you must have credited your prepay account to make outgoing calls, send SMS or MMS or to use our other services. If you have a 0 balance, others can call you but you won't be able to make any calls or use other services, except to call the Sort Me Out Centre or \*122Voucher\* to top up, and emergency services; you can receive and send V charges out but after that your phone number will be given to another account holder, any V charges or V rewards left on your SIM will be forfeited, and the service will be disconnected.
(ii) V charges can't be converted into or redeemed for cash and can't be applied against any other accounts with us or other services from us;
(iii) if we display call records on our website, the web page and its data will only be for your information and are not a proper invoice;
(iv) if you have loaded lots of V charges, each new 1 will activate once the previous 1 has been fully used and the period until expiry will start on the date you first start using the new V charge; and
(v) you may not have international roaming and you may not have a mobile phone plan.
4.9 If you choose the credit account option:
(i) you must pass a credit check at the time you apply for our service and from time to time if you want to change your service, add services, or increase your credit limit. The information and documents you provide in your application will form part of this agreement;
(ii) the monthly credit limit we place on your credit account will apply to all the services you receive in network, but we consider separately:
(a) We will require payment by debit order from your bank accounts or your credit card. You will need to give us the relevant details when you apply for a credit account. We will not be liable if you exceed the credit limit we have set from time to time, but you will be; we'll help you choose a talk limit for each service so you can manage your account better. If you exceed your talk limit we may suspend your credit account until you have paid the outstanding charges in full or made a top-up;
(b) we'll usually suspend your credit account for any services and for any services used earlier if they haven't been paid by you, insurance, and other services you ask for. We can change this billing date at any time;
(c) you must pay your charges by the due date on your bill or earlier if we have reason to make such a request. If the charges are not paid by this time, we can stop you using some or all of our services;
(d) if you don't pay a bill by the due date, you'll be in breach of this agreement and we can cancel it immediately under clause 9(i). If you have agreed to pay by debit order, we may also, at our discretion, debit your bank account or credit card with the overdue amount. If a debit order fails or is rejected, or if you cancel the debit order without our prior written consent, or if you change your banking details without notifying us in writing before we do so, or if your credit card expires, and you have not notified us in writing of the new details, you will be in breach of this agreement and clause 9.2 may apply;
(e) we may pass on any legal costs we incur in recovering any overdue amounts from you;
(f) we can stop you using the credit account option at any time and migrate you to a prepay account;
(g) we may send you your bill by email and/or by post or you may access it on our website, but the bill we generate electronically will be the original tax invoice;
(h) if you pay us any money in advance on your credit account, we can use this upfront payment in any way as we choose in relation to your credit account, for airtime or other services that you use or for any MSISDN on your account, or for your instalments due under your mobile phone plan;
(i) you agree that if we give you a PIN or a password to use our website or other services or our mobile or to access our services, the PIN or password is correctly entered, we will charge you for whatever fees, costs and other expenses are incurred as a result, whether by you or anyone else (remember we will not reverse any charges);

(xii) If you have a credit account with a specified minimum monthly spend of V100, you will be charged the minimum monthly spend and every other day we do so

- (xiii) you actually spend that amount in that month. Voice calls, SMS and MMS will count towards your minimum monthly spend, but international roaming and special calls will not;
(xiv) if you port a phone number to us we may charge you an administration fee; and
(xv) you may ask someone else to pay your credit account but we will always hold your V bill if you entered into an agreement with us.
5. Your mobile
5.1 You can buy a mobile as part of your service by paying:
(i) in 1 payment at the point of sale; or
(ii) on a monthly instalment on an instalment phone plan if you are creditworthy and can have a credit account. Each mobile you buy in this way must be linked to an MSISDN which we have sold you and which has not been suspended or cancelled.
5.2 You will bear the risk in the mobile from the time you receive it.
5.3 If you apply for mobile phone insurance, you must:
(i) you must pay the first pro rata instalment with your first bill and the remaining instalments by the due date set out in the bills we send you;
(ii) if you decide to move to prepay or lose your phone or if it is stolen or if you port or cancel your credit account with us, you'll be liable immediately to pay us the total of the instalments remaining unpaid on your mobile phone plan, together with any other outstanding charges;
(iii) any payments made by you on your account will first be used to pay your instalment. Except as provided in this agreement and to the extent permitted by law, the manufacturer's warranty that comes with the mobile we supply you is the only warranty that applies to it, and all other terms, conditions, warranties and representations are excluded. We don't warrant that the mobile you select will satisfy your needs.
5.4 If we loan you a mobile, other terms and conditions will apply and we will give you a copy of those at the time you take the mobile.
5.5 You may only return a mobile to us if it is damaged, the warranty is still valid (otherwise if you will pay for the repairs). You may only get a refund if you have not opened the package and unsealed the mobile, provided you do so in 7 days. We may charge you our costs if you return the mobile. The warranty will not apply for accessories (such as their own warranties), wear, damage, ordinary wear and tear and your carelessness.
5.6 If your mobile is lost or stolen, you may ask us to "blacklist" it so that it can't be used by someone else, but please contact us as soon as possible. Removing the "blacklist" may not be possible.
6. What is your and what is our liability?
6.1 We are only liable to you as set out in this agreement. To the extent permitted by law, we exclude our liability to you or any other person for any loss, for any costs, loss, expenses, liability or damage, regardless of the form of action, whether in contract, delict (including negligence), under statute or otherwise, whether direct, indirect or consequential (including loss of profit, loss of business or loss of anticipated savings, for example) and that arising from our (or our suppliers') performance or non-performance of our or their obligations under this agreement.
6.2 We have no liability to you or any other person for:
(i) porting your phone number with your request, or any delays in or failure to implement a request to port; or
(ii) any variation of your phone number; or
(iii) rights of use in your phone number coming to an end.
6.3 We are not liable to you for any goods or services you order from other companies to use on your mobile, and we do not accept liability for any amounts owing by you to any other supplier for their services even if they are connected with our consent, to our service. You indemnify us against any claims made against us by any other supplier or if you suffer loss because they are not compatible with our service or your mobile.
6.4 Certain laws can imply warranties or conditions or impose obligations upon which we can't exclude, restrict or modify all or which we can only exclude, restrict or modify to a limited extent. If these laws apply, to the extent to which we are able to do so, our liability will be limited, at our option:
(i) in the case of goods, to repairing or replacing the goods or supplying equivalent goods or paying the cost of doing any of these things; or
(ii) in the case of services, to supplying the services or repairing or paying the cost of doing so.
6.5 We depend on third party providers for the supply of our service. To the extent permitted by law, you agree not to hold third party providers liable for damages, losses, costs or consequential or economic loss, or in respect of any claims by third parties arising from or in connection with any act, omission, neglect or default of a third party provider, or us where this is a direct result of the third party provider act or omission, neglect or default.
6.6 To the full extent permitted by law, we exclude our liability to you for any loss, for any costs, loss, expenses, liability or damage, regardless of the form of action, whether in contract, delict (including negligence), under statute or otherwise, will be reduced by the extent to which you caused or contributed to the loss or damage. We aren't liable to you or any other person for faults or defects in services that are caused by material made available by your own conduct or misuse.
6.7 You indemnify us against any loss or damage we suffer as a result of you breaching your obligations in clauses 3.3(i), (ii), (iv), (v), (vi) or (viii).
6.8 We have the right to suspend or terminate all of your accounts and cancel any SIM or suspend any service if your breach has not been rectified under clause 9.2(i).
6.9 You acknowledge that you enter into this agreement entirely as a result of your own enquiries and that you do not rely on any statement, representation or promise by us or our agents to expressly set out this agreement, or other terms and conditions. You therefore release us and each of our officers, directors and advisors from all claims, actions, demands and any claim (including negligence) arising from our relationship in terms of this agreement before it began and from discussions leading to it.
6.10 We also exclude our liability to you for any loss or damage, or any other claim, arising from our use of clause 15 which deals with force majeure.
7. V spot, V rewards and other services
7.1 You can access the V spot if your mobile is compatible with the services and at your own expense.
7.2 We and our licensors reserve all rights, including copyright, in the information we provide which is for your personal use only and must not be copied, altered, resold, framed, forwarded or linked without our permission. Artists names and images are used only to identify them.
7.3 By using our services you can earn V rewards in various amounts which accumulate each month and automatically reduce your credit account balance or top-up your prepay account. You can also use V rewards to get benefits from our partners, delict (including negligence), under statute or otherwise, will be reduced by the extent to which you caused or contributed to the loss or damage. We aren't liable to you or any other person for faults or defects in services that are caused by material made available by your own conduct or misuse.
7.4 You therefore release us and each of our officers, directors and advisors from all claims, actions, demands and any claim (including negligence) arising from our relationship in terms of this agreement before it began and from discussions leading to it.
7.5 You can also use V rewards to get benefits from our partners, delict (including negligence), under statute or otherwise, will be reduced by the extent to which you caused or contributed to the loss or damage. We aren't liable to you or any other person for faults or defects in services that are caused by material made available by your own conduct or misuse.
7.6 We also exclude our liability to you for any loss or damage, or any other claim, arising from our use of clause 15 which deals with force majeure.
8. Suspending or disconnecting our service
8.1 We may suspend your use of the service or temporarily or permanently disconnect your SIM from the network without warning, including:
(i) the network needs maintenance or upgrading urgently;
(ii) you, or anyone who uses your SIM, don't comply with any term of this agreement, or damage the network or put it at risk, abuse or threaten our staff, or provide information that is false or misleading at any time;
(iii) you have a prepay account and have not made a chargeable call or incurred a charge for a service within any 120-day period; or
(iv) you exceed your credit or prepay account limit as required under clause 4.
8.2 We can charge to reconnect you to our service, except where something in clause 8.1(i) happens.
8.3 If we suspend services under this clause, you remain liable for all charges (except your minimum monthly commitment) due under this agreement throughout the period of suspension (including, without limitation, all monthly charges like instalments on your mobile phone plan or insurance, regardless of whether or not any SIM has been disconnected from the network) unless you, at our sole discretion, determine otherwise.
8.4 If we suspend our service, except if clause 8.1(i) applies, you can still make calls to emergency services.
8.5 If we suspend your use of the service under clause 8.1 or temporarily or permanently disconnect your SIM from the network, except if 8.1(i) applies, you may lose your phone number.
9. When our agreement ends
9.1 We can cancel this agreement at any time for any reason. You can also migrate to another service, or prepay to credit account, or the other way around (but see clause 3.11). Each change will affect this agreement.
9.2 We can cancel this agreement immediately if:
(i) you breach an important term of this agreement (like clause 3.5(i) to (ix)) or a number of less important terms more than once;
(ii) when you breach a less important term of this agreement, you don't fix the breach within 7 days of us asking you to do so;
(iii) you don't pay a bill by the due date under clause 4;
(iv) you become bankrupt, or are provisionally sequestrated, or a liquidator or receiver or any other administrator is appointed to your business or assets, or a petition for this is made, or if you enter into any arrangement or composition with your creditors including any act of insolvency as this term is defined in the law, or if a resolution is passed to wind up your business;
(v) the network operator who provides the network available to us; or
(vi) ICASA orders us to withdraw your phone number.
9.3 If this agreement is cancelled, the service will be disconnected from the network and you won't be able to use the SIM, and:
(i) you'll forfeit any V charges and any V rewards you may have earned;
(ii) if you're a credit account holder and you must pay for all charges outstanding on your credit account and any remaining instalments you owe on your mobile phone plan;
(iii) you may lose your phone number.
9.4 In addition to any other rights we have as law, if you are in breach of this agreement, we may retain any monies paid by you, stop providing the services and/or take back your mobile if you don't pay for it in full. You agree that we will exercise our rights under this clause 9.4. We will not be liable to any other party, and you indemnify us for any claims made against us by another party. You may not commence or continue, or permit to commence or continue, any action against us while you are in breach of this agreement.
10. Personal information
10.1 The Virgin Mobile Privacy Policy explains how we'll handle your personal information. You can see a copy of our website or have a copy sent to you by calling the Sort Me Out Centre. Your personal information will be used to provide you with our services.
10.2 We may need to disclose your personal information to our service providers such as credit card verification providers, credit bureaus to credit check you, and banks to process transactions; data warehouse and customer relationship management centres; internet service providers who administer our website and provide internet services and host our facilities; consumer research companies that assist us with understanding consumer interests by conducting surveys; and collection agencies if you have not paid on time. We will only share your personal information with our service providers to carry out those services, unless you give us authority to disclose it for other reasons.
10.3 At no time shall we sell, rent, trade, use or otherwise disclose your personal information to a third party without your consent except as provided for in this clause 10.
10.4 You must keep your password and PIN secret and confidential. Information in relation to your credit account will be given to any person who can quote your password and PIN and your information will be accessible on our website to you and any person who enters your password or PIN.
10.5 We record all calls to the Sign Me Up or Sort Me Out Centre for your and our protection. If you do not consent to your call being recorded, tell us at the start of the call. There are some transactions which we are required by law to record, otherwise we may not be able to assist you.

11. CLI

- 11.1 If you do not bar CLI in respect of calls made from your mobile when you make a call, your phone number may be sent automatically to the called party.
11.2 If a party calling your mobile has not barred CLI their phone number may be displayed on your mobile screen.
11.3 When sending an SMS or MMS your phone number or name may be sent automatically and cannot be barred for these messages.
12. Insurance
12.1 You may ask us for insurance to give you cover if your mobile is stolen or accidentally lost or damaged, or for a loan mobile we may give you. You will be insured only for a replacement mobile.
12.2 You may insure your premiums can be added to your credit account if you have one, or otherwise you will need to pay, or give us authority to debit your nominated bank account. You will only be insured if your premiums are paid up to date. You will have to pay an excess on every claim.
12.3 You must claim within 30 days and report the loss to the police within 48 hours. Other terms and conditions may apply to insurance.
13. Intellectual property rights
13.1 You may not use our information or our intellectual property for any purpose not authorised under this agreement or in any manner which may cause us loss, whether by way of damage to our reputation, financial loss or otherwise.
13.2 "Virgin", "Virgin Mobile" and the Virgin signature logo are registered trade marks of Virgin Enterprises Limited and are used by us under licence.
14. Queries and disputes
14.1 If you have a complaint about our service, you can tell us by writing to us at the details given on our website or by calling the Sort Me Out Centre and we will try in the first instance to resolve your query or dispute as quickly as possible.
14.2 If we can't resolve your complaint to your satisfaction, you can refer your complaint to ICASA, for attention Consumer Protection, The Manager, Private Bag X10002, Sandton, 2146, or (011) 20201277, and email: [complaints@icasa.co.za](mailto:complaints@icasa.co.za) or the Consumer Affairs Commission, for attention Chief Director, Office of Consumer Protection, Private Bag X84, Pretoria, 0001, or tel: (012) 394 1542.
15. Force Majeure
15.1 We are not liable for:
15.1 any delay in providing any service;
15.2 any delay in correcting any fault in any service;
15.3 failure or incorrect operation of any service; or
15.4 any other delay or disruption of service under this agreement, if it is caused by an event not reasonably beyond our control, including but not limited to war, accident, act of God; industrial action; embargo, delay, or failure, or default by any other supplier or network operator.
16. General
16.1 We can change the terms of this agreement at any time in any way, including by withdrawing any product or service offering. If we do this and the change may affect you, you will be notified as follows:
(i) if you are a credit account holder, by mail, by placing a notice in a daily newspaper, by sending by electronic message, or by other means and within the period permissible at law. We will also place a prepay or credit account, or your mobile, or if you are a prepay account holder, by mail, by placing a notice in a daily newspaper, by SMS message to your mobile, or by other means and within the period permissible at law. We will also place a notice on our website.
16.2 You can't transfer your rights or responsibilities under this agreement, your SIM, or transfer, or credit or assign any of your rights and responsibilities under this agreement, unless we agree to your request for transfer. We can transfer, credit or assign any of our rights and obligations at any time.
16.3 You must come to store or call the Sort Me Out Centre straight away about any change in your address or other details you supply to us (including your bank account or credit card details) if you are transferring or terminating your account (whether prepay or credit), or to correct any errors in personal or personal information.
16.4 If any term of this agreement is invalid or unenforceable, it will be removed but the remainder of this agreement will remain valid and effective.
16.5 Any concession or extra time we allow you only applies to the specific circumstances in which we make it. We reserve the right to vary the terms of this agreement in any other way.
16.6 We both agree that this agreement will be interpreted and governed according to the laws of the Republic of South Africa, and to the extent that a court has jurisdiction over any matter arising out of or in connection with this agreement, the courts of the Republic of South Africa, but both consent to the exclusive jurisdiction of the High Court of the Republic of South Africa.
16.7 We may belong to industry organisations and subscribe to industry codes. You may ask us to provide a copy of any code to which you can't find these details on our website.
17. Definitions
The following definitions which we use in this agreement have these meanings:
"access pass" means a starter kit containing a SIM, a phone number and a bonus top-up;
"agreement" means these Virgin Mobile Standard Terms and Conditions and the application form that you must fill out when you apply to us for the service, or that we fill out for you at your request;
"business pack" means a set of documents we give you or ask you for, if you are a business or if you represent a business;
"charges" means any charges you must pay for using our service, including any charges an applicable charges to us including international roaming charges, increases, and special or 1-off charges which we don't sign prepay, or fees to give you account information; and any fees to top-up;
"champs" mean our customer champions, the people who are there to help you;
"CLI" means call line identification number;
"credit account" means what we say in clause 4.9 and is also known as "postpaid";
"credit limit" means a limit which caps your credit account usage and is based on your creditworthiness;
"creditworthiness" means that when we credit check you and give you a credit limit in our discretion, it appears to us that you will be able to maintain a credit account and make payments responsibly;
"ICASA" means the Independent Communications Authority of South Africa and any subsequent replacement regulatory body;
"identity document" means your green ID book, a temporary ID book issued by Home Affairs, or your South African passport if you are a South African citizen, and your passport if you are not a South African citizen;
"intellectual property rights" or "intellectual property" means collectively, the patents, copyrights (and moral rights), trade marks, designs, models, brands, names, trade names, graphics, icons, hyperlinks, know-how, trade secrets and any other type of intellectual property (whether registered or unregistered) including applications for and rights to (and use same) which are owned by, licensed to, used by, or controlled (not currently by) us or in connection with our website or our services or the network;
"international roaming" means when you use our service on the networks of overseas network operators. It can be very expensive;
"message" means an SMS or MMS;
"minor" means anyone younger than 21 years of age;
"minimum monthly commitment" means the amount you are required to spend each month on your service (including international roaming and special calls) eg R100 on the V100 package;
"mobile" means the mobile phone which you buy from us and/or which you use to access our service;
"mobile phone plan" means the number of months you choose to pay for your mobile;
"MMS" means a multimedia communication comprising text and pictures;
"MSISDN" is your phone number and stands for Mobile Station Integrated Services Digital Number;
"network" is the digital mobile network in South Africa that allows to receive or use our service;
"network operator" means any person licensed by ICASA to operate a digital mobile network in South Africa;
"numbering regulations" means the ICASA numbering plan and numbering regulations published from time to time which is followed by network operators in South Africa;
"our website" means [www.virginmobile.co.za](http://www.virginmobile.co.za);
"partner" means any business that supplier who has entered into an agreement with us to allow us to earn V rewards. We'll put their names on our website;
"phone number" means the mobile phone number you choose or bring with you when you apply for our service, or the number we select and issue to you in accordance with the numbering regulations and this agreement;
"PIN" means the unique pass code you may get from us to gain access to the Sort Me Out Centre and your account on our website, amongst other services;
"port" or "porting" means when we transfer your phone number from another network operator to us or from us to another network operator, if you have a valid agreement with us;
"prepay account" means what we say in clause 4(i)(ii) and is also known as "prepay";
"RICA" or any form of this term refers to the requirements of the Regulation of Interception of Communications and Provision of Communications-Related Information Act, 2002, which obliges us to take action under clause 2;
"service" means the digital mobile service and other telecommunication services we and other network operators provide to you on the network available to us;
"service pack" means a set of services, accessories, modules and V charges;
"Sign Me Up" means the SIM card or Subscriber Identity Module card containing your number and which is programmed to allow you access to our service over the network;
"Sort Me Out Centre" means the customer contact centre for signing you up through our telesales which you can contact on 0860 510 666, or 0860 744 663;
"SMS" means a short message service or text communication;
"special calls" means numbers designated as special call numbers in our price lists available in Virgin Mobile stores and on our website [www.virginmobile.co.za](http://www.virginmobile.co.za) such as 123 (champs) or \*122Voucher\* (top-ups), or 0860 744 663 (0860 sign me) and premium-rate SMS;
"Sort Me Out Centre" means the customer contact centre which you can contact on 123 if you are a Virgin Mobile account holder, or 074 100 0123 if you phone from another network to talk to one of our champs;
"talk limit" means the monthly limit which you choose to control your spending, which must be less than your credit limit;
"third party providers" means those parties who we depend on to provide some of our services to you;
"top-up" means buy and load V-charges to access our services, or make a payment to us;
"V charges" means V-charges to top-up your credit account (South Africa) Proprietary Limited (2004/05291/07), its affiliates, subsidiaries or its successors-in-law;
"you" and "your" means you the customer or account holder who applies for and receives our service;
"V charge" means prepay vouchers, e-vouchers, payment made to top-up by debit order, and credit card payments;
"V plan" means the type of plan you will choose. If you are a prepay account holder you can have a V100, V150 or V500 plan; if you are a credit account holder you can have a V100 or V500 plan (by committing to a minimum monthly payment you qualify for better call rates);
"V rewards" means the rewards you can earn by using our service, and then use to pay for more service or to get benefits from our partners (they are not cash and may not be redeemed for cash);
"V spot" means the value added services we may offer on our website for you to download from time to time, which may include personal reminders, the Buzz, music, news and God Vibrations, ring tones, games, text-based services, MMS, icons, picture messages and picture logos, and data and subscription services; and
"Virgin Vitals" are our summary of your key personal information as it will appear on our account, and this may include information about your mobile and SIM.