

## A. TERMS AND CONDITIONS

These are the Terms and Conditions under which Rain (Pty) Ltd ("rain") provides services and/or devices to you, our Customer.

### 1. Definitions:

Certain words and phrases are given particular meanings. These words and phrases and the meanings they are intended to have are recorded below:

- 1.1. "Activation date" means the date on which the SIM card is activated on the network.
- 1.2. "Affiliate" means, in relation to rain, any other person directly or indirectly controlling, controlled by or under its common control.
- 1.3. "Alternative Methods of Payment (AMOP)" refers to payment options other than debit order collections.
- 1.4. "Always Upfront" means a subscription fee paid in advance which enables you to use the Services during your account cycle.
- 1.5. "Bill and/or Billed" means the automatic deduction of an agreed upon amount from a customer's bank account every month in accordance with a mandate between the customer and rain. This is done to pay for the rain service/s until such time as the customer decides to cancel the service/s.
- 1.6. "Call Charge" means the amount of money charged to you for a specified amount of call time or use of rain's data services.
- 1.7. "Cellphone Number" means the number assigned to you for the purpose of using the services, also known as the Mobile Station Integrated Services Digital Network Number (MSISDN).
- 1.8. "Coverage Area" means the estimated geographical coverage of the 4G Home and 5G Home Service as represented by the coverage map available on the rain website ([www.rain.co.za](http://www.rain.co.za)) and the 4G Mobile Service.
- 1.9. "Customer" means a natural or juristic person who elects to subscribe to rain Service/s.
- 1.10. "Delivery Fee" means the total amount a Customer is required to pay for the delivery of an order, as indicated from time to time on the rain website.
- 1.11. "Device" means the following:
  - 1.11.1. for 4G Data and 4G Mobile: any 4G/LTE compatible device,
  - 1.11.2. for 5G & 4G Home: any rain supplied free-to-use routerand shall include any other device/s sold or otherwise made available by rain from time to time.
- 1.12. "Device Identification Data" means non-personal data that identifies a device from which (or to which) electronic communications are sent (or received); may include Internet

Protocol (IP) address, Media Access Control (MAC) address, International Mobile Equipment Identity (IMEI) number, International Mobile Subscriber Identity (IMSI) number, Serial Number, and Unique Device Identifier (UDID).

- 1.13. "Free To Use" means that rain provides a CPE Device for use with your 5G/4G Home services, without any additional charges beyond the monthly subscription fees. The CPE Device remains the property of rain while you are using your 5G/4G Home service. However, if you default on payment or cancel your subscription, you must return the CPE Device to rain in the same condition it was received, except for fair wear and tear. Failure to return the device or returning it damaged may result in you being charged for the cost of repairing or replacing the device, as per section 17.3.3.2. rain reserves the right to pursue legal action to recover the CPE Device and associated costs, as mentioned above.
- 1.14. "Network" means the telecommunications system operated and made available by rain.
- 1.15. "Payment date" means date on which rain collects payment from you.
- 1.16. "phone" means "Smartphone" as defined.
- 1.17. "phone only" means products for which usage is restricted to the use on a 4G enabled phone and is not compatible with routers, mi-fi's, laptops and tablets.
- 1.18. "Postpaid Account" means an account held with rain on your behalf which, enables you to use the Services before payment is made.
- 1.19. "Privacy Policy" means the privacy policy to be read together with these terms and conditions.
- 1.20. "Push Notifications" means messages (via the app, SMS or email) that will appear on a device that are sent by a publisher of an app at any time whether or not the user has the app open and/or is using the device at the time.
- 1.21. "rain" means Rain (Pty) Ltd including its Affiliates, a company registered in accordance with the laws of the Republic of South Africa, with registration number 2004/004890/07.
- 1.22. "rain app" means the online application software that is provided by rain that may be installed or downloaded from an online application store on a compatible device for the purpose of the Service.
- 1.23. "rain Customer Engagement Centre" means the call centre available on (081) 610-1000 which can be contacted for support in relation to the Services and/or Devices supplied by rain.
- 1.24. "rain Channel" means the rain sales agents, rain stores, rain website and the rain app/s that provides relevant information about the Service, offers a joining process, and functionality to manage the Service.
- 1.25. "rain Website" means the website operated by rain ([www.rain.co.za](http://www.rain.co.za)).
- 1.26. "Regulatory Authority" means the Independent Communication Authority of South Africa (ICASA).

- 1.27. "RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.
- 1.28. "Service/s" means:
- 1.28.1. 4G Data services
  - 1.28.2. 5G&4G Home Services
  - 1.28.3. 4G Mobile Services
- offered by rain within the respective coverage areas.
- 1.29. "SIM-Card" has the meaning given in RICA, including both a physical and embedded SIM-Card.
- 1.30. "SIM Only" means the use of the customer's own 4G enabled phone with rain's 4G "phone only" products.
- 1.31. "Smartphone" means a mobile phone that has the ability to open a web-browser, and the web-browser has access to the mobile phones' camera.
- 1.32. "Subscription Fee" means the month-to-month fee payable in respect of access to the Network by means of the Cellphone Number, as recorded in the purchase journey.
- 1.33. "Tethering" means using your phone as a personal hotspot or a mobile hotspot.
- 1.34. "VPN" means Virtual Private Network, which is software that creates a tunnel between your device and a private server before forwarding traffic on to internet.

## **2. General:**

- 2.1. The terms and conditions set out in this document ("Terms and Conditions for rain"), apply to the Services provided by rain and the use of the rain app.
- 2.2. Defined and capitalised terms used in these Terms and Conditions have the meanings given in Part 1 – Definitions. Customers must pay attention to the meanings that have been given to these defined and capitalised terms when reading these Terms and Conditions.
- 2.3. Customers acknowledge and understand that access to and use of the Services and rain Channel is provided in accordance with these Terms and Conditions.
- 2.4. By registering for rain Services, you commit that: you have read and understood these Terms and Conditions, you have accepted these Terms and Conditions as binding, and you agree to comply with these Terms and Conditions. If you do not agree to or accept these Terms and Conditions, you may not register as a Customer on the rain Website or subscribe to any of its Services.
- 2.5. You acknowledge and understand that the general terms and conditions governing use of the rain Website (which terms and conditions are accessible at <https://www.rain.co.za/legal>) ("Terms and Conditions for the Use of the rain Website") form part of these Terms and Conditions.

- 2.6. You acknowledge and understand that rain, as provider of the Service, may amend or change these Terms and Conditions from time-to-time. Where rain changes the Terms and Conditions, the amended version will be made available on the rain Website. You agree to check the rain Website regularly for any amended version of the Terms and Conditions.
- 2.7. By continuing to use the rain Services after these Terms and Conditions have been amended, you acknowledge and understand that you have accepted and agreed to the relevant amendments or changes.

### **3. Your Account and Use of the Services:**

- 3.1. If you are making use of the rain Channel, it is your responsibility to keep your access details (including your username and password) confidential and not allow other people to make use of these details. You accept full responsibility for all activities that take place using your access details as well as responsibility for the sharing of such information with another party.
- 3.2. rain will use all reasonable technical and organisational measures to protect the integrity and confidentiality of your information submitted via the rain Channel.
- 3.3. Any use of your access details by another person will be regarded as if you were the person using such access details. If you suspect your account has been compromised, you must inform rain without delay and, on receipt, rain may deactivate your access details and account. rain will not be responsible for any losses suffered by you due to the unauthorised use of your account.
- 3.4. There are certain requirements that you will need to meet when creating a username and/or password. rain may, from time to time, change these requirements and as such you may be required to update your user-name and/or password.
- 3.5. The following actions amount to a material breach of these Terms and Conditions for rain and, if applicable, rain may, in its sole and absolute discretion, deactivate your account and terminate your use of the Service:
  - 3.5.1. if you sign in as, or falsely act as, another person;
  - 3.5.2. if you circumvent or attempt to circumvent in any way the limit on the number of SIM cards that may be issued to one person;
  - 3.5.3. if you transmit material that violates, or may violate, the intellectual property rights of others or their privacy;
  - 3.5.4. if you use the Service in a way that is intended to cause harm to you or other users of the Service; or
  - 3.5.5. if you use the Service for purpose/s for which it is not intended.

- 3.6. By using rain services, you consent to rain collecting non-personal Device Identification Data from your devices. If you withdraw your consent to the use of such non-personal information for purposes set out in our Privacy Notice, rain may not be able to provide you with any Service/s.

#### **4. Full Disclosure of Relevant Information:**

- 4.1. For the purposes of providing the Services to you, rain requires certain personal and financial information from you. You must ensure that this information is kept up-to-date and accurate.
- 4.2. You warrant that you have disclosed all required information in full and agree that any transaction between you and rain may be cancelled by rain if this requirement is not met.

#### **5. Provision of Services:**

- 5.1. Subject to the terms and conditions, rain will activate the SIM card/s and maintain availability of the Service/s until such time as you cancel the Service/s or your account is not paid up to date.
- 5.2. The service quality and coverage available to you is limited to that provided by the Network in accordance with the Electronic Communications Act, 2005 and any Regulatory Authority requirements.
- 5.3. The Service/s may, from time to time, be adversely affected by atmospheric conditions and other causes of interference.
- 5.4. The Network is reliant on the national grid. When there is loadshedding or power outages the Network may be interrupted, and services affected. rain cannot guarantee continued service during power outages and loadshedding.
- 5.5. rain shall not be liable to the consumer for service interruptions caused by atmospheric conditions, interferences or interruptions caused by a power service provider.

#### **6. Ordering Services**

- 6.1. Orders can be placed through the rain Website, with rain sales agents or purchased at rain retail stores.
- 6.2. When placing an order via the rain Website you will be required to supply a delivery address.
- 6.3. rain reserves the right to obtain general credit reference enquiries about you to check the correctness of the information that you furnish. rain shall also be entitled to

provide any information relating to your account and compliance with these terms and conditions to any credit bureau.

- 6.4. You can cancel the agreement for Services within 7 (seven) days after sign-up without any charge. If you wish to cancel the agreement you must do so by either cancelling the order on the rain app, on the rain Website or calling the Customer Engagement Centre on 081-610-1000.

## **7. SIM/Device Delivery**

- 7.1. SIM-Cards will be delivered to the address provided by the Customer.
- 7.2. Devices will be delivered together with the SIM-Card/s ordered if the Device is in stock.
- 7.3. If the Device ordered is out of stock when purchasing a SIM-Card, rain will contact you via email to notify you as soon as stock is available. You may then contact the rain Customer Engagement Centre or visit the rain Website to confirm delivery details.

## **8. RICA**

- 8.1. The RICA documents that must be provided are: a valid South African identity document or passport, and a copy of valid proof of address, which is not older than 3 (three) months.
- 8.2. The RICA registration is mandatory for all SIM-Cards, including any replaced SIM-Cards.
- 8.3. rain will only use the information you provide for RICA registration for this purpose.
- 8.4. Face to Face RICA
  - 8.4.1. Face to face RICA will be carried out for those customers that:
    - 8.4.1.1. do not have a valid South African identity document; and
    - 8.4.1.2. subscribed to the Service via the rain Channel.
  - 8.4.2. You will be required, upon the delivery of the SIM-Card/s, to provide the courier with your documents in person, to complete the RICA registration as needed for section 40 of RICA.
  - 8.4.3. Should you fail to present yourself for the delivery of the SIM-Card, fail to provide any of the required documents or information, or if rain is unable to verify the information provided, rain will not activate the Service.
- 8.5. RICA online
  - 8.5.1. RICA Online can only be completed on a Smartphone for a subset of rain's products.
  - 8.5.2. RICA Online may be carried out for those customers that:

- 8.5.2.1. are holders of South African identity documents (smart ID card or green ID book);  
and
- 8.5.2.2. make purchases via rain website and rain app.
- 8.5.3. Once the process has commenced, the customer has 7 (seven) days to complete it.

## **9. Rain SIM-Card:**

- 9.1. Data only SIM-Cards activated for the data only 4G/LTE service do not have a default data limit. The only 4G product with a usage aspect is Unlimited 4G off-peak, which offers unlimited data during specific off-peak hours.
- 9.2. SIM-Cards activated for the 5G/4G Home service will be configured for unlimited fixed data services.
- 9.3. SIM-Cards activated for the 4G Mobile service have a default data/voice and sms limit.
- 9.4. A SIM-Card will be activated and Services will commence on activation date.
- 9.5. It is prohibited to transfer, hand over, or otherwise assign a SIM card issued to you to any third party, except for a family member, without the prior written consent of rain. As per section 40(5) the RICA act, it is your obligation to provide us with the recipient's information, and as per Section 40(2) of the RICA act, this should be provided immediately upon the sale or provision of the SIM-Card so that rain may RICA the SIM-Card to the recipient. A failure to provide this information is a criminal offence. rain reserves the right to immediately terminate the Service if you transfer a SIM-Card issued to you without our consent and without providing the required information to us as required by the law.
- 9.6. It is prohibited to sell a SIM card to any third party, including a family member.
- 9.7. Should a SIM-Card issued to you be lost, destroyed or stolen, it is your responsibility to report this to a police official at any police station within a reasonable period. You must also notify rain of any such loss, destruction or theft so that the SIM-Card can be cancelled and deactivated. You will be held responsible for any usage of the SIM-Card until you have notified rain of such loss.
- 9.8. Should you no longer require your SIM-Card, please dispose of it after cancelling the SIM-Card on the self-service dashboard.

## **10. Rain Devices:**

- 10.1. The CPE Device supplied for rain's fixed service is designed and customised for rain. As such, these CPEs will not work on other operators' 4G or 5G networks.

- 10.2. Customers may only make use of SIM-Cards activated for the 5G / 4G Home Service within the supplied Devices, and the Devices may only be used with SIM-Cards activated for the associated Service.
- 10.3. If it is discovered that the Customer is not making use of the SIM-Card and/or the Device as per paragraph 10.2, rain reserves the right to suspend the Services.
- 10.4. rain strives to ensure that the Devices it supplies are of high quality, in good working order and without defects. A defect is a material imperfection in the manufacture of a Device or any characteristic of a product, which makes the Device less acceptable than one would reasonably be entitled to expect in the circumstances. A defect does not include faults resulting from normal wear and tear, or damage arising from negligence, user abuse or incorrect usage of the product and the like. rain accepts no liability for damage resulting from the use of the Device or from damage caused by electrical surges as a result of loadshedding.
- 10.5. If you have received a Device that is defective, please notify rain as soon as reasonably possible after you become aware of the defect.
- 10.6. Once rain has inspected the Device and confirmed the defect, rain will at its discretion repair or replace the Device. Should the same model Device not be available rain will replace the Device with a similar Device.
- 10.7. Although all information of the Device has been compiled by the OEM and packaged with the greatest possible care, rain will not be held responsible for the completeness, accuracy or topicality of the information of the Device and its packaging. Information of the Device on the packaging or the OEM website is of a general nature and cannot be considered a substitute for any of rain's Service offerings. No rights may be derived from the information of the Device packaging and/or inferred on rain or any of rain's Service or Product offerings.

## **11. Fees and payment:**

- 11.1. rain is committed to providing you with PCI compliant, secure online payment facilities and all transactions will be encrypted using the appropriate encryption technology.
- 11.2. Payment for Services can be made with South African debit- or credit cards as well as Alternate Methods of Payment (AMOP), via Instant EFT, SnapScan, Zapper and Masterpass and other payments methods through our payment partner, Pay At.
- 11.3. Payment for Services made by way of Alternate Methods of Payment is subject to the payment service Terms and Conditions and can be found as follows:
  - 11.3.1. [SnapScan](#)
  - 11.3.2. [Masterpass](#)



11.3.3. [Instant EFT](#)

11.3.4. [Zapper](#)

- 11.4. Should you wish to make Payment for Services by way of a bank card, you will need to enter the details of your bank card when you place an order for Services and/or Devices.
- 11.5. By placing an order for Services and/or Devices via the rain Channel, you accept and agree that rain may use the card details that you provided with your rain account to collect payment.
- 11.6. If you wish to make payment by bank card, there may be additional information that is required to authorise or verify payments. In such cases, you accept that rain is entitled to withhold delivery of an order until the additional information is received by rain and authorisation has been obtained for the relevant amount/s. You warrant that you are fully authorised to use the bank card supplied. You further warrant that your bank card has sufficient funds available to cover the total cost/s to be debited from the account.
- 11.7. For postpaid accounts, the subscription fee is due and payable to rain as indicated on the invoice received from rain, but in any event, by no later than the last business day of your billing cycle each and every month until such time as the Service/s is cancelled.
- 11.8. For always upfront accounts, the subscription fee is due and payable to rain as indicated on the invoice received from rain, but in any event, by no later than the first business day of your billing cycle each and every month until such time as the Service/s is cancelled.
- 11.9. Payment will be collected on the selected payment date. rain has defaulted the payment date to the 1st of every month. If the selected payment date falls on a public holiday or Sunday, payment will be collected on the business day before the selected payment date. Changes of a payment date within a bill cycle will only be implemented after the conclusion of that bill cycle, and remain for future payments, unless changed.
- 11.10. The reference on your card statement for the payment will be to "rain."
- 11.11. You have 14 (fourteen) days after the processing of your payment to dispute any transaction.
- 11.12. For 4G Data Services with usage-based tariffs, you will only be billed for the data that you use. All data usage, subscription charges and other fees are billed either at the end of the month (including pro-rated fees, if applicable) or upfront always.
- 11.13. Customers on unlimited packages, will be provided unlimited data at a flat rate.

- 11.14. rain reserves the right at any time to suspend, limit, modify or discontinue your Service (or any part or content thereof) without notice due to non-payment of subscription charges and other fees on your account(s).
- 11.15. rain reserves the right at any time to collect any/all outstanding amount/s due with respect to your Service (or any part or content thereof) without notice due to non-payment of subscription charges and other fees on your account(s).
- 11.16. For the Unlimited off-peak package (Data Services - 4G/LTE):
  - 11.16.1. You are able to manage your monthly usage and spend by setting your gig limit at the desired value. During the ordering process, there is no default gig limit. It is your responsibility to adjust the gig limit accordingly.
  - 11.16.2. Please ensure that you regularly view your usage by logging in and viewing your dashboard if you are on a metered package and concerned about your spend.
  - 11.16.3. If you reach 100% of your spend limit and choose not to increase it before the next billing date, access to peak gig usage will be restricted until your next billing cycle.
  - 11.16.4. Your spend limit can be adjusted as and when required on your dashboard via the rain Channel. Spend limit changes happen in near real time.
- 11.17. rain may at its sole discretion from time to time modify its tariffs within reasonable scope and without prior notice.

## **12. Services:**

- 12.1. 4G Data Services can be provided through any compatible 4G/LTE Devices and within the relevant 4G Data services coverage area.
- 12.2. 4G and 5G Home Services will only be provided through rain devices and within the 4G and 5G Home coverage area. Should your nearest 5G tower within the 5G Home coverage area become unavailable during an extended power outage, your rain device may switch automatically to our 4G Home network. Your router will automatically reconnect to the fixed 5G Home network as soon as your nearest 5G tower is available again. For further details, please contact our customer support desk via the rain Channel or rain Customer Engagement Centre.
- 12.3. 4G Mobile Services can be provided through any compatible 4G Devices and within the relevant 4G Mobile coverage area.
- 12.4. rain's networks provide a best-effort service, and while rain endeavours to provide the best experience possible, rain provides no speed guarantee for any of its services.

### **13. Coverage area:**

- 13.1. 4G Data Services and 4G Home Services are serviced by the 4G Home coverage area.
- 13.2. 5G Home Services are serviced by the 5G Home coverage area.
- 13.3. 4G Mobile Services are serviced by the 4G Mobile coverage area.
- 13.4. The 4G and 5G Home coverage areas can be viewed at [www.rain.co.za](http://www.rain.co.za)
- 13.5. Rain does not guarantee that you will have network coverage, even if you appear to fall within the coverage area, based on the coverage map for the associated service.

### **14. Notifications:**

- 14.1. To receive Push or WhatsApp Notifications, you will be required to give your consent in the rain app that these may be sent to your mobile Device. You can opt-out of receiving Push or WhatsApp Notifications at any time via the rain app or rain Website by deactivating Push Notifications.
- 14.2. rain may contact you by telephone, text message, email, WhatsApp or Push Notification on the mobile number provided by you or on your behalf in connection with your account and per the Privacy Policy.

### **15. Customer Engagement Centre:**

- 15.1. If you need to contact rain for any reason or if you need to lodge a complaint please contact the Customer Engagement Centre by telephone at 081 610 1000.
- 15.2. If you opt-in to send and receive information to and from rain via WhatsApp, it is your responsibility to ensure that only you or a party authorised by you uses your Mobile device and mobile number to send and receive such information. You accept full responsibility for all activities that take place using your Mobile device and your mobile number when you send and receive information to and from rain via WhatsApp.
- 15.3. Use of WhatsApp to contact or receive information from rain may require that your mobile phone has data or be connected to a Wi-Fi network.

### **16. Specific terms and conditions for SIM only 4G Data Services:**

This section sets out the terms and conditions that apply specifically to the rain 4G Data Services and must be read together with the terms and conditions for the rain Services.

#### **16.1. Definitions:**

- 16.1.1. "Unlimited 4G Data Services" means the rain 4G Data Services offering as more fully described in paragraph 16.2 below.

**16.2. Unlimited 4G data services:**

16.2.1. The unlimited 4G data product consists of an uncapped and unshaped service.

16.2.2. Providing access to data at all times, subject to reasonable downtime or interruption which is kept to a minimum.

16.2.3. These are SIM only products.

16.2.4. The contract is on a month-to-month basis.

**16.3. SIM only:**

16.3.1. rain will not be responsible to offer any support to customers for customer's phone or other devices used with SIM Only products on offer from rain in any capacity.

16.3.2. When using SIM Only products on offer from rain, the customer is responsible for purchasing, insuring, maintaining, servicing and replacing your own phone or other devices used with the SIM only product at your own expense.

16.3.3. rain will not be responsible for any personal emails, appointments, contact names, or other content lost due to the provision and use of SIM Only products on offer from rain.

16.3.4. rain will not be liable or responsible for any loss or damage whatsoever incurred in connection with or related to the use of SIM Only products on offer from rain.

16.3.5. rain is absolved from any / all claims or actions for loss or damage of the customers' phone or other devices used with the SIM Only products.

16.3.6. rain will not be responsible for any fees or charges incurred, resulting from or related to, the provision and use of SIM Only products on offer from rain.

**16.4. Tethering:**

16.4.1. For "phone only" products, using your phone as a modem or tethering your phone to a personal computer or other hardware, is not permitted.

**17. Specific terms and conditions for 4G Home and 5G Home Services:**

This section sets out the terms and conditions that apply specifically to the rain 4G Home and 5G Home Services and must be read together with the terms and conditions for the rain Services.

**17.1. Definitions:**

17.1.1. "unlimited 4G Home / 5G Home" means the rain 4G / 5G home offering as more fully described in paragraph 17.2 below.

## **17.2. Unlimited 4G Home / 5G Home:**

17.2.1. The unlimited 4G Home / 5G Home product consists of an uncapped service, and the Device is included for so long as you make use of the 4G / 5G Home Services.

17.2.2. The contract period is on a month-to-month basis.

17.2.3. The Device is designed and customised for rain. As such, these CPEs will not work on other operators' 4G or 5G networks.

## **17.3. Returns and Refunds:**

17.3.1. If you are not satisfied with the unlimited 4G Home / 5G Home product, you may cancel within one month from delivery of the Device through the rain Channel or by contacting the rain Customer Engagement Centre to arrange for the return of the Device/s in exchange for a full refund at no charge, provided:

17.3.1.1. it is undamaged and unused, with the original labels and stickers still attached;

17.3.1.2. it is in the original packaging, which must be undamaged and in its original condition; and

17.3.1.3. it is not missing any accessories or parts.

17.3.2. If you receive a Device that is damaged or missing any parts or accessories at the time of delivery, please notify us within 7 (seven) days of delivery by contacting the rain Customer Engagement Centre.

17.3.3. Ownership of the Device is and remains with rain at all times and thus:

17.3.3.1. You are advised to insure the Device for any damage or theft whilst it is in your possession.

17.3.3.2. You are required to return the Device in the same condition that you received it, fair wear and tear excepted, at the termination of your service. If you do not return the Device, or you return the Device but it is damaged and requires repair, you will be liable for the cost of repairing and/or replacing the Device. The replacement cost for a Device, as defined, is currently R4,000 (four thousand rand).

## **18. Specific terms and conditions for rainone:**

This section sets out the terms and conditions that apply specifically to the rainone Services and must be read together with the terms and conditions for the rain Services.

### **18.1. Definitions:**

18.1.1. "rainone" means the combination of the 4G Home / 5G Home Service together with 4G Mobile Services.

## **18.2. rainone product:**

- 18.2.1. the rainone product is purchased as a combination of 4G/5G Home Service together with 4G Mobile Services.
- 18.2.2. 4G Mobile Services cannot be purchased independently of the 4G / 5G Home Service and the 4G Mobile Services cannot be sold to third parties.
- 18.2.3. The rainone product can only be cancelled in its entirety. There is no option to cancel the 4G/5G Home Service or 4G Mobile Services separately.
- 18.2.4. A Customer is limited to having 1 (one) rainone product active at a time.

## **18.3. 4G Mobile Services:**

- 18.3.1. To use the rainone voice service, you will require a VoLTE compatible phone or smartphone.
- 18.3.2. If your phone is not VoLTE compatible, you will need to install the rain talk app at your own risk.
- 18.3.3. Your monthly subscription Data, Minutes and SMSs expire at the end of a customer's billing cycle, however any buy more's do not expire.
- 18.3.4. Outbound international calling is not offered on 4G Mobile Services.
- 18.3.5. Outbound domestic premium rated number calling is not offered on 4G Mobile Services.
- 18.3.6. International roaming is not offered on 4G Mobile Services.
- 18.3.7. Sending of SMSs to international destinations is not offered on 4G Mobile Services with the exception of sending SMSs to international Opt-Out applications.
- 18.3.8. Sending of SMSs to domestic applications other than Opt-Out applications is not offered on 4G Mobile Services.
- 18.3.9. Calls charges are in MB for data services and seconds for voice services.
- 18.3.10. You may call the rain Customer Engagement Centre to request transfer of Data or Minutes.
- 18.3.11. USSD (Unstructured Supplementary Service Data) is not available on rain's 4G Mobile Services Network.

## **18.4. Number Portability**

- 18.4.1. You accept and acknowledge the following:
  - 18.4.1.1. To collect any messages or any other information stored by the donor network which may be lost when the cellphone number is ported.
  - 18.4.1.2. That any credit and/or unused usage allowances will be lost when the cellphone number is ported.

- 18.4.1.3. That you will not be able to port your cellphone number to a different network operator within 60 days from requested port date.
- 18.4.1.4. That all products and/or services provided by the donor network/service provider may not be provided when the cellphone number is ported.
- 18.4.1.5. That you may still be liable in terms of any contract which you may have with the donor network and/or service provider.

## **B. ACCEPTABLE AND FAIR USAGE POLICY**

### **1. Introduction:**

- 1.1. This Acceptable and Fair Usage Policy ("Policy") sets forth the principles that govern the use by customers of the Services provided by Rain (Pty) Limited ("rain"). This Policy is designed to:
  - 1.1.1. help protect our customers and the Internet community from irresponsible, abusive or illegal activities;
  - 1.1.2. ensure the provision of a professional service (Service);
  - 1.1.3. ensure compliance with the relevant laws of the Republic;
  - 1.1.4. Set out what activities and online behaviour are considered as an unacceptable use of the Service;
  - 1.1.5. protect the integrity of rain's network; and
  - 1.1.6. set out the consequences that may flow from engaging in any prohibited activities.
- 1.2. As a member of the Internet Service Providers Association, rain subscribes to a code of conduct which protects both the customer and rain. The complete ISPA Code of Conduct can be found at [www.ispa.org.za](http://www.ispa.org.za).

### **2. Applicable documentation:**

- 2.1. Rain reserves the right to revise, amend or modify this Policy from time to time, by posting a new version of this document on the rain website at <https://www.rain.co.za/> (or any successor URL(s)). All revised copies of the Policy are effective immediately upon posting and shall supersede any previous versions. Accordingly, customers and users of the Service should regularly visit rain's website and review this Policy to ensure that their activities conform to the most recent version of Policy documentation.
- 2.2. In the event of a conflict between any subscriber or customer agreement and this Policy, the terms of this Policy will govern. It is the responsibility of all rain customers ("customer", "you" or "your"), and all others who have access to rain's network, to comply with this Policy and all rain policies.

- 2.3. Additionally, it is the responsibility of customers of rain to secure their computer equipment so that it is not vulnerable to external threats such as viruses, spam and other methods of intrusion. Failure to comply with these or any other rain policies could result in the suspension or termination of the Service.
- 2.4. If you do not agree to comply with all of these policies, including this Policy, you must immediately stop using the Service and notify rain so that your account may be closed. rain reserves the right to terminate the Service and the rain Specific Terms and Conditions immediately if you engage in any of the prohibited activities listed in this Policy, or if you use the Service in any way contrary to any rain policies.

### **3. Prohibited Uses and Activities:**

- 3.1. Prohibited uses include, but are not limited to, using the Service to:
  - 3.1.1. Undertake or accomplish any illegal or unlawful activity. This includes, but is not limited to, posting, storing, transmitting or disseminating information, data or material which is libellous, obscene, discriminatory, unlawful, threatening or defamatory, or which infringes the intellectual property rights of any person or entity, or which in any way constitutes or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any local or international law, order or regulation;
  - 3.1.2. Post, store, send, transmit or disseminate any information or material which a reasonable person could deem to be objectionable, offensive, indecent, pornographic, harassing, threatening, embarrassing, distressing, vulgar, hateful, racially or ethnically offensive or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful;
  - 3.1.3. Attempt to gain unauthorised access to any other person's computer or computer system, software or data without their knowledge and consent, breach the security of another user or attempt to circumvent the user authentication or security of any host, network or account. This includes, but is not limited to, accessing data not intended for you, logging into or making use of a server or account you are not expressly authorised to access or probing the security of other hosts, networks or accounts;
  - 3.1.4. Use or distribute tools designed or used for compromising or circumventing security, such as, but not limited to, password guessing programs, decoders, password gatherers, analysers, cracking tools, packet sniffers, encryption circumvention devices or Trojan Horse programs. Network probing or port scanning tools are only permitted when used in conjunction with a residential home network, or if explicitly authorised by the destination host and/or network. Unauthorised port scanning, for any reason, is strictly prohibited;



- 3.1.5. Upload, post, publish, transmit, reproduce, create derivative works of, or distribute in any way, information, software or other material obtained through the Service or otherwise that is protected by copyright or other proprietary right, without obtaining permission of the owner;
- 3.1.6. Copy, distribute or sublicense any software provided in connection with the Service by rain or any third party;
- 3.1.7. Restrict, inhibit or otherwise interfere with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Service, including, without limitation, posting or transmitting any information or software which contains a worm, virus, or other harmful feature, or generating levels of traffic sufficient to impede others' ability to send or retrieve information;
- 3.1.8. Restrict, inhibit, interfere with or otherwise disrupt or cause a performance degradation, regardless of intent, purpose or knowledge, to the Service or any rain (or rain supplier) host, server, backbone network, base station, node or service, or otherwise cause a performance degradation to any rain (or rain supplier) facilities used to deliver the Service;
- 3.1.9. Use the Rain network in a manner that exceeds the then current bandwidth, data storage or other limitations on the rain Service, or puts an excessive burden on the rain network;
- 3.1.10. Connect multiple computers behind the user terminal to set up a LAN (Local Area Network) that in any manner would result in a violation of the terms of this Policy;
- 3.1.11. Transmit unsolicited bulk or commercial messages or "spam." This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests and petitions for signatures;
- 3.1.12. Transmit messages that contain threatening, abusive, illegal or libellous material;
- 3.1.13. Send numerous copies of the same or substantially similar messages, empty messages or messages which contain no substantive content, or send very large messages or files to a recipient that disrupts a server, account, newsgroup or chat service;
- 3.1.14. Distribute programs that remove locks or time-outs built into software (cracks);
- 3.1.15. Initiate, perpetuate, or in any way participate in any pyramid or other illegal soliciting scheme;
- 3.1.16. Participate in the collection of e-mail addresses, screen names or other identifiers of others (without their prior consent) – a practice sometimes known as spidering or harvesting, or participate in the use of software (including "spyware") designed to facilitate this activity;

- 3.1.17. Collect responses from unsolicited messages;
- 3.1.18. Impersonate any person or entity, engage in sender address falsification, forge anyone else's digital or manual signature or perform any other similar fraudulent activity;
- 3.1.19. Service, alter, modify or tamper with the rain Equipment or Service, or permit any other person, who is not authorised by rain, to do the same;
- 3.1.20. Collect, or attempt to collect, personal information about third parties without consent;
- 3.1.21. Interfere with computer networking or telecommunications service to any user, host or network, including, without limitation, denial of service attacks, flooding of a network, overloading a service, improper seizing and abuse of operator privileges and attempts to "crash" a host; and/or
- 3.1.22. Violate the rules, regulations or policies applicable to any network, server, computer database, or website that you access.

#### **4. Security:**

- 4.1. You are responsible for any misuse of the Service, even if the misuse was committed by a friend, family member or guest with access to your Service account. Therefore, you must take steps to ensure that others do not use your account to gain unauthorised access to the Service by, for example, strictly maintaining the confidentiality of your username and password.
- 4.2. In all cases, you are solely responsible for the security of any device you choose to connect to the Service, including any data stored or shared on that device.
- 4.3. rain cautions customers that are enabling file or printer sharing of any sort, unless you do so in strict compliance with all security recommendations and features provided by rain and the manufacturer of the applicable file or printer sharing devices. Any files or devices you choose to make available for shared access on a home LAN, for example, should be protected with a strong password or as otherwise appropriate.

#### **5. Security of rain Network and Systems:**

- 5.1. Any reference to systems and networks under this section includes the Internet (and all those systems and/or networks to which user is granted access through of rain) and includes, but is not limited to, the infrastructure of rain itself.
- 5.2. You may not circumvent user authentication or security of any host, device, network or account (referred to as "cracking" or "hacking"), nor interfere with the service to any user, host, device, or network (referred to as "denial of service attacks"). The

host, device, network or account shall also not be used for any illegal purpose, including phishing.

- 5.3. If there is a violation of the rain system or network security is breached, rain will take civil and criminal action as appropriate.
- 5.4. rain reserves the right to investigate incidents involving such violations and will involve and cooperate with law enforcement officials of the South African Police Services or any other law enforcement officials worldwide if a criminal violation is suspected.
- 5.5. Examples of system or network security violations include, without limitation, the following:
  - 5.5.1. Unauthorised access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of any system or network, or to breach security or authentication measures without the express authorisation of rain;
  - 5.5.2. Unauthorised monitoring of data or traffic on the network or systems without the express authorisation of rain;
  - 5.5.3. Interference with the service to any user, device, host or network, including, without limitation, mail bombing, flooding, deliberate attempts to overload a system and broadcast attacks; and/or
  - 5.5.4. Forging of any TCP-IP packet header (spoofing) or any part of the header information in an e-mail or a newsgroup posting.

## **6. Inappropriate Content and Transmissions:**

- 6.1. rain reserves the right to refuse to transmit or post, and to remove or block, any information or material, in whole or in part, that it, in its sole discretion, deems to be offensive, indecent, or otherwise inappropriate, regardless of whether this material or its dissemination is unlawful.
- 6.2. Neither rain nor any of its affiliates, suppliers or agents have any obligation to monitor transmissions or postings (including, but not limited to, e-mail, newsgroup, and instant message transmissions, as well as materials available on the Personal Web Pages and Online Storage features) made on the Service.
- 6.3. However, rain and its affiliates, suppliers and agents have the right to monitor these transmissions and postings from time to time for violations of this Policy and to disclose, block or remove them in accordance with the rain Specific Terms and Conditions and any other applicable agreements and policies.

## **7. Electronic Mail:**

- 7.1. The Service may not be used to send unsolicited bulk or commercial messages and may not be used to collect responses from unsolicited e-mail sent from accounts on other Internet hosts or e-mail services that violate this Policy. Moreover, unsolicited e-mail may not direct the recipient to any website or other resource that uses the Service.
- 7.2. Activities that have the effect of facilitating unsolicited commercial e-mail or unsolicited bulk e-mail, whether or not the e-mail is commercial in nature, are prohibited. Forging, altering or removing electronic mail headers is prohibited. You may not reference rain or the rain network (e.g. by including "Organisation: rain" in the header or by listing an IP address that belongs to rain or the rain network) in any unsolicited e-mail, even if that e-mail is not sent through the rain network or Service.
- 7.3. Maintaining of mailing lists by users of rain is only accepted with the permission and approval of the list members, and at the members' sole discretion. Should mailing lists contain invalid or undeliverable addresses, or addresses of unwilling recipients, those addresses must be promptly removed. Users may not forward or propagate chain letters nor malicious e-mail. Public relay occurs when a mail server is accessed by a third party and utilised to deliver mails without the authority or consent of the owner of the mail-server. Users' mail servers must be secure against public relay as protection for both themselves and the Internet at large. Mail servers that are not secured against public relay often become abused by unscrupulous operators for spam delivery, and upon detection such delivery must be disallowed.
- 7.4. rain reserves the right to examine users' mail servers to confirm that their server is not a public relay, and the results of such checks can be made available to the user. rain also reserves the right to examine the mail servers of any users using rain mail servers for "smart hosting", content filtering or similar services, at any time, to ensure that the servers are properly secured against public relay. All relay checks will be carried out strictly in accordance with rain's Privacy Policy.
- 7.5. rain is not responsible for forwarding e-mail sent to any account that has been suspended or terminated. This e-mail will be returned to the sender, ignored, deleted or stored temporarily at rain's sole discretion. In the event that rain believes in its sole discretion that any Customer name, account name or e-mail address (collectively, an "identifier") on the Service may be used for, or is being used for, any misleading, fraudulent, or other improper or illegal purpose, rain reserves the right to block access to and prevent the use of any such identifier and may at any time require any customer to change his or her identifier.

- 7.6. In addition, rain may at any time reserve any identifiers on the Service for rain's own purposes.

## **8. Newsgroups:**

- 8.1. Messages posted to newsgroups must comply with the written charters or Frequently Asked Questions ("FAQs") for those newsgroups, as well as any other terms and conditions applicable to any particular newsgroups or provider of newsgroups. Advertisements, solicitations or other commercial messages should be posted only in those newsgroups whose charters or FAQs explicitly permit them. You are responsible for determining the policies of a given newsgroup before posting to it. rain reserves the right to discontinue access to any newsgroup at any time for any reason.
- 8.2. You acknowledge that excessive cross-posting (i.e. posting the same article to a large number of newsgroups), posting of irrelevant (off-topic) material to newsgroups (also known as USENET spam) and related unwanted communication in this platform are all forbidden.

## **9. Instant Messages:**

- 9.1. You alone are responsible for the contents of your instant messages and the consequences of any instant messages. rain assumes no responsibility for the timeliness, non-delivery, deletion or failure to store instant messages.

## **10. Network, Bandwidth, Data Storage and Other Limitations:**

- 10.1. You must comply with all current bandwidth, data storage and other limitations on the Service established by rain and its suppliers. In addition, you may only access and use the Service with a dynamic Internet Protocol ("IP") address that adheres to the dynamic host configuration protocol ("DHCP"). You may not access or use the Service with a static IP address or using any protocol other than DHCP, unless you are subject to a Service plan that expressly permits otherwise. You must ensure that your activity (including, but not limited to, use made by you or others of any Personal Web Features) does not improperly restrict, inhibit or degrade any other user's use of the Service, nor represent (in the sole judgment of rain) an unusually large burden on the network. In addition, you must ensure that your activities do not improperly restrict, inhibit, disrupt, degrade or impede rain's ability to deliver the Service and monitor the Service, backbone, network nodes, and/or other network Services. Notwithstanding that you can potentially use multiple devices, you acknowledge that rain's services have a limit on total capacity.

- 10.2. rain's 5G network is configured to prioritize downlink speeds, and so it is expected that uplink speeds will be slower than downlink speeds however these will be suitable for consumer broadband service.
- 10.3. rain will limit or prioritize certain services to differentiate between different products and create specific features. These characteristics are described in the product features.

## **11. Usage and Uncapped Rules:**

- 11.1. You acknowledge that rain is unable to exercise control over the data passing over the infrastructure and the Internet, including, but not limited to, any websites, electronic mail transmissions, newsgroups or other material created or accessible over its infrastructure. Therefore, rain is not responsible for data transmitted over its infrastructure, but may terminate the Services:
  - 11.1.1. Where rain infrastructure may be used to link into other networks worldwide/locally and you agree to conform to the terms and conditions of their acceptable user policies (AUP) of these networks;
  - 11.1.2. Where you obtain and download any materials marked as available for download off the Internet, but is not permitted/restricted to use their Internet access to distribute/copy any copyrighted materials unless permission for such distribution/copy is granted to you by the legal owner of the materials, rain may terminate the Service immediately and without any penalty or liability; and/or
  - 11.1.3. Where you are prohibited from obtaining, disseminating or facilitating, over the rain network, any unlawful materials, including, but not limited to:
    - 11.1.3.1. copying or dealing in intellectual property without authorisation;
    - 11.1.3.2. child pornography; and/or
    - 11.1.3.3. any unlawful hate-speech materialsrain may terminate the Service immediately without any penalty and/or liability.
  - 11.1.4. Where rain needs to ensure that all Customers have fair and equal use of the Services offered by rain and to protect the integrity of its network, rain reserves the right, and will take necessary steps, to prevent improper or excessive usage thereof. The action that rain may take on a case-by-case basis, or regionally includes, but is not limited to:
    - 11.1.4.1. limiting throughput;
    - 11.1.4.2. preventing or limiting service, for example through specific ports or communication protocols; or
    - 11.1.4.3. complete termination of service to Customers who grossly abuse the network through improper or excessive usage.

11.1.5. This Policy applies to and will be enforced for intended and unintended (e.g. viruses, worms, malicious code or otherwise unknown causes) prohibited usage. Where online activity will be subject to the available bandwidth, data storage and other limitations of the Services provided, rain shall, from time to time, revise its policy at its own discretion.

## **12. Copyright Infringement:**

- 12.1. rain is committed to complying with South Africa's copyright and related laws and requires all Customers and users of the Service to comply with these laws. Accordingly, you may not store any material or content on, or disseminate any material or content over the Service (or any part of the Service) in any manner that constitutes an infringement of third party intellectual property rights, including rights granted in terms of South African copyright law.
- 12.2. Copyright owners may report alleged infringements of their works that are stored on the Service by sending rain's authorised agent a notification of claimed infringement. Upon Rain's receipt of a satisfactory notice of claimed infringement for these works, rain will respond expeditiously by either directly or indirectly (i) removing the allegedly infringing work(s) stored on the Service or the Personal Web Features or (ii) disabling access to the work(s).
- 12.3. rain will also notify the affected Customer or user of the Service of the removal or disabling of access to the work(s). If the affected Customer or user believes in good faith that the allegedly infringing works have been removed or blocked by mistake or misidentification, then that person may send a counter-notification to rain. Upon rain's receipt of a counter-notification, rain will provide a copy of the counter-notification to the person who sent the original notification of claimed infringement. In all events, you expressly agree that rain will not be a party to any disputes or lawsuits regarding alleged copyright infringement.

## **13. Protection of Minors:**

- 13.1. You must ensure that when children access the Internet Services they do not access websites that have illegal content, including, but not limited to, pornographic content and gambling.
- 13.2. You also guarantee that you will lock the Internet Services with a password to prevent unmonitored access.

#### **14. Violation of Acceptable and Fair Usage Policy:**

- 14.1. rain does not routinely monitor the activity of Service accounts for violation of this Policy. However, in our efforts to promote good citizenship within the Internet community, we will respond appropriately if we become aware of inappropriate use of our Service. Although rain has no obligation to monitor the Service and/or the network, rain and its suppliers reserve the right at any time to monitor bandwidth, usage, transmissions and content to operate the Service; to identify violations of this Policy; and/or to protect the network, the Service and Rain Customers. rain prefers to advise Customers of inappropriate behaviour and any necessary corrective action. However, if the Service is used in a way that rain or its suppliers, in their sole discretion, believe violates this Policy, rain or its suppliers may take any responsive actions they deem appropriate.
- 14.2. These actions include, but are not limited to, temporary or permanent removal of content, cancellation of newsgroup posts, filtering of Internet transmissions, recouping the user terminal device and the immediate suspension or termination of all or any portion of the Service. Neither rain nor its affiliates, suppliers or agents will have any liability for any of the responsive actions. These actions are not rain's exclusive remedies and Rain may take any other legal, technical or financial action it deems appropriate.
- 14.3. rain reserves the right to investigate suspected violations of this Policy, including the gathering of information from the Customer/s involved and the complaining party, if any, and examination of material on rain's servers and network. During an investigation, if rain decides to investigate, it may suspend the account or accounts involved and/or remove or block material that potentially violates this Policy. You expressly authorise rain and its suppliers to cooperate with law enforcement authorities in the investigation of any suspected legal violations in order to enforce this Policy. This cooperation may include rain providing available personally identifiable information about you to law enforcement or system administrators, including, but not limited to, username, Customer name, physical address and other account information. Upon termination of your account, rain is authorised to delete any files, programs, data and e-mail messages associated with your account. The failure of rain or its suppliers to enforce this Policy, for whatever reason, shall not be construed as a waiver of any right to do so at any time. You agree that if any portion of this Policy is held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible, and the remaining portions will remain in full force and effect. You agree to indemnify, defend and hold rain and its affiliates, suppliers and agents harmless against all claims and expenses (including



legal costs) resulting from you engaging in any of the prohibited activities listed in this Policy, or resulting from your violation of the Policy or of any other posted rain policy related to the Service. Your indemnification will survive any termination of the rain Specific Terms and Conditions.

- 14.4. rain reserves the right, at its sole discretion, to take action against other types of abuse not listed herein and to investigate or prevent illegal activities being committed over rain's network.

#### **15. Misapplication of Service and/or Products:**

- 15.1. rain will have no obligation to provide services that are outside the scope of rain's intended service or product design, including but not limited to problems caused, directly or indirectly, by misapplication, the use of intermediary software like VPN's, the abuse or use of rain's service or product offerings other than as is specified in the applicable service or product documentation or advertisement.
- 15.2. If rain determines, at its sole discretion, that a service or product offering is being used outside the scope of the intended service or product design, rain reserves the right to act against you, including but not limited to, throttling, or terminating your service.
- 15.3. rain shall have no liability to you for any problem which results from you using rain's service or product offering outside the scope of the intended service or product design, or any problem that you advise, or are deemed to have advised rain of in respect thereof.
- 15.4. VPN policies are designed to ensure fair usage for all customers so as to ensure that that they are used in the intended manner to which the product(s) are designed.

#### **16. Abuse and Complaint Procedure:**

- 16.1. If you suspect that you have been the victim of activities that are in violation of the Policy or the rain Specific Terms and Conditions, the rain network abuse department will take appropriate action to investigate and attempt to resolve the alleged violation. If you feel that you have been a victim of Internet abuse that took place in part or completely on the rain network, please report the incident to [networkabuse@rain.co.za](mailto:networkabuse@rain.co.za). If available, please provide the following information:
  - 16.1.1. the date and time of the alleged violation, including the time zone or offset from GMT; and
  - 16.1.2. any evidence of the alleged violation.
- 16.2. Emails with full header information provide all of the above, as do syslog files. Different situations will require different methods of providing the above information.

## **17. Managing Abuse:**

- 17.1. In the case of individual Customers, rain can/will suspend the user's account and withdraw all the user's network access privileges completely; institute legal charges against the offending parties for administrative costs as well as for machine and human time lost due to the incident.
- 17.2. Where it is deemed that the cases are severe, rain will suspend the access of the Customer's entire network until abuse can be prevented by appropriate means; take the action deemed appropriate that may be necessary to protect the integrity of the system, including, but not being limited to, system monitoring, as well as protocol management and shutting down of ports and/or services affected by viruses, worms or other malicious code; implement appropriate technical mechanisms and other processes in order to prevent usage patterns that may violate this Policy; share information concerning the incident with other Internet access providers, or publish the information, and/or make available the users' details to law enforcement agencies.
- 17.3. Any one or more of the steps listed above, in so far as they are deemed necessary by rain in its sole discretion, may be taken by rain against the offending party.

## **C. EXEMPTION OF LIABILITY**

1. Notwithstanding any other terms and conditions, rain shall not be liable to you or any person for any incurred losses, damage, cost and expense of any nature which in any way may be suffered or incurred by you or by any other person in respect of or in connection with any of rain's service or product offerings.
2. rain shall not be liable if unable to perform any obligations, directly or indirectly, due to the failure of any machine or communication system, any dispute, war, Act of God or anything outside rain's control.
3. Without prejudice to the generality of the foregoing, you shall not hold rain responsible or liable for any loss or damage suffered by you or any person should your account have been terminated for any reason and you shall pay, upon rain's demand made at any time, the full amount due or outstanding.
4. rain will not be liable for any loss or damage, accidental or otherwise, suffered or incurred by you howsoever or whatsoever arising from or in connection with:
  - 4.1. any of rain service or product offerings; or
  - 4.2. any failure to follow prevailing instructions, procedures, form and directions mandated by rain in these terms and conditions; or

- 4.3. any failure, suspension, cessation, delay, interruption, disruption, errors, defects or fault in third party equipment, software, hardware, Internet, Internet browsers, online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system; or
- 4.4. any failure, suspension, cessation, delay, interruption, disruption, errors, defects or fault in the transmission of any communication to Rain or authorizations or acknowledgements from Rain or any wrongful interception of any communication through any online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system whether or not owned, operated or maintained by you, rain or any other person, beyond rain's reasonable control; or
- 4.5. any device installation carried out by rain, rain's employees, rain's Representatives and/or Agents whilst on location at your Premises and you indemnify them accordingly; or
- 4.6. any delay or refusal by rain, in exercising reasonable discretion, to execute any communication that may be validly given by you or authenticated by you including reasons due to applicable law; or
- 4.7. any capacity inadequacies, connection speeds, network coverage, network availability, network vulnerabilities, control weaknesses, security shortcomings, malicious attacks, and hacking incidents; or
- 4.8. any corruption or loss of any data or communication stored in any equipment or in the course of transmission thereof through online networks, Internet service providers, telecommunication service providers or other service providers, telecommunication, computer or other electronic equipment or system including any errors generated in the transmission of any communication beyond rain's reasonable control; or
- 4.9. rain's failure to acknowledge any communication sent by you to rain; or
- 4.10. any communication which are unauthorised, conflict with or inconsistent with any prior communication given by you to rain or given in error, forged, fraudulent, lack clarity or reasonably capable of being misunderstood, garbled, inaccurate or incomplete; or
- 4.11. your provision of wrong or inaccurate email address or contact details or personal details or banking details to rain or your failure to update rain of any change or proposed change in your email address or contact details or personal details or banking details; or

- 4.12. your failure to regularly check your email or any other means of receiving communications from rain for correspondence from rain.

## **D. OFFERS, PROMOTIONS AND OPTING IN**

### **1. Offers and promotions by rain are subject to change:**

- 1.1. The subject matter of any advertised offers or promotions are the Service(s) as offered in the service description at the time the Service(s) is offered or on promotion.
- 1.2. rain reserves the right to make technical changes to rain's Service(s) and improvements to the advertised offers within a reasonable scope.
- 1.3. rain reserves the right to modify its Service(s) where reasonably required, without notice and may from time to time expand on these Terms and Conditions in Promotional Terms and Conditions.
- 1.4. rain reserves the right to modify, cancel and limit any promotion or offer. We reserve the right to refuse providing offers and/or promotions to particular individuals or organisations at our discretion.
- 1.5. No warranties or guarantees are made on offers and promotions.
- 1.6. Should you opt-in to any offers, promotions and/or service offerings, communicated to you from time to time, you accept and will be bound to the Terms and Conditions of such offers, promotions and/or service offerings.

### **2. Additional promotion terms and conditions:**

- 2.1. rain reserves the right to cancel or change any promotion rules without giving notice ahead of time. If this happens, participants will lose and abandon any rights they may have against rain, our affiliates and associated companies to the extent permitted by law.
- 2.2. If required by legislation or for other legal reasons, rain reserves the right to cancel any promotion at once and without notice. If this happens, all participants agree to lose any rights that they may have in terms of such promotion.
- 2.3. Participants accept that they will have no recourse against rain or rain's agents to the extent permitted by law. rain further reserves the right to cancel any promotion at once and without notice if the promotion is held to be or becomes unlawful.
- 2.4. rain is not legally responsible for any misrepresentation caused due to an unintentional copy error, typing error or omission that may occur in any promotional material.
- 2.5. Any violation or attempt to violate any of these rules will result in immediate disqualification.

- 2.6. Participants in any rain promotion understand and agree that to participate in a promotion, rain must collect and use personal information about participants.
- 2.7. All promotions fall under the terms of our general terms and conditions (<https://www.rain.co.za/legal>).

## **E. VPN POLICY**

1. A VPN protocol is a set of rules or instructions that will determine how your data routes between your device and the VPN server. VPN providers rely on protocols to ensure a stable and secure connection.
  - 1.1. Currently all VPN's are allowed, however, rain reserves the right to determine which VPN protocols are supported by rain's Service(s) in terms of rain's Service(s) and/or Products.
  - 1.2. In terms of rain's Acceptable Use Policy, rain reserves the right to terminate or throttle VPN services immediately.