

TERMS & CONDITIONS

ZA.CHICKCELL.COM

General

These terms and conditions govern your use of this website, and any of the specific services websites hyperlinked therein. By using this website or any of the specific services websites, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website or the specific services websites.

This document outlines also the Terms and Conditions governing your use of the products and/or services of added value for mobile and Internet (hereafter referred as the Services) offered by WEBCELL in this website. By browsing through www.hotshire.com (hereafter referred as the Website) and by using any Services provided therein you acquire the status of user. The user accepts and agrees to be bound and abide by these Terms and Conditions, including the Privacy Policy contained herein. In the event the user does not follow the present Terms and Conditions or any notice that may be given by WEBCELL or its associated providers while using the Services, it shall constitute grounds for termination, being the access to Services blocked, and the right to use any of the products removed without further notice and independently of any other decisions that may be taken by WEBCELL.

WEBCELL reserves the right to modify the Terms and Conditions herein at any time, with any changes being reflected in an updated version available on the Website. The use of the Services shall imply full acceptance of the Terms and Conditions hereof.

WEBCELL strongly advises the user to print or save a copy of these Terms and Conditions, even though they will be available at all times in the Website.

Services Description

The Services offered through the Website enables the user to access and/or download digital content of various nature (images, texts, sounds, videos and/or software) for entertainment purposes only through a wireless (mobile) Internet connection.

The Services may not work on every electronic device capable of displaying the content. You acknowledge that WEBCELL is not liable to have every type of format available. It is the users' responsibility to ensure that the device they are using can reproduce the following files (Picture: JPG, GIF, PNG; Movies: 3GP & MOV) or have the appropriate software installed in order to access all service.

The use of the Services could involve the integration and/or use of services of an Internet connection, data and voice hired directly by the user to third parties (service providers), which have specific terms and conditions of use outside WEBCELL. By using the Services through service providers or telecommunication third parties, the user acknowledges and agrees to be aware of the conditions offered by these third parties.

WEBCELL shall not be held responsible in any case to requests or submissions to access the Service that are not accepted by the Website technology platform and for the delay that may occur in receiving the Service whenever it is due to any cause not attributable to WEBCELL (being these: connectivity failures or network outages, errors in the wording of the messages, excessive network traffic, the performance of the operators, the characteristics of various phones, computers and / or tools or any other not stated herein).

The Service provided on the Website will be only available to Cell C, MTN, Telkom and Vodacom clients.

Access to Services

Depending on the particular Service, either one of the two following methods of access might be implemented:

- **SMS validation:** To request access to the Service through this method you must enter your mobile phone number on the relevant space of the Website (solicitation) and confirm your willingness to purchase by further submitting the code sent to your device through SMS (confirmation).
- **WAP validation:** To request access to the Service through this method you must first click on the Enter button (or similar) of the Website (solicitation). Once this done you will be automatically redirected to your carrier WAP billing application, where you must confirm your willingness to purchase (confirmation).

Once registered, further access to the Services is available by simply inserting the same phone number used during registration on the relevant space of the Website.

Cancel of Services

To cancel the Service at any time users may either send an e-mail to info@datasms.co.za or contact their carrier.

Users can also directly cancel any service from their device by following these indications:

- Vodacom: send an SMS with the text STOP ALL to 30002
- MTN: dial *141*5#
- Cell C: dial *133*1#

Service fees and Payment

Access to Services is subject to a daily recurring fee (R5, R7 or R10, depending on the service, as indicated in its particular website). The subscription is automatically renewed until cancellation.

The fees of the Services provided by WEBCELL will be billed and charged by the mobile service provider (carrier) to which the number is contracted. In the instance the user uses a

mobile number with a pre-paid card, the charges will be deducted from the account balance the user has on the pre-paid card.

Access to Services involve the use of services by a Wireless Internet Service Provider under specific terms and conditions of use outside of those set forth herein, which the user acknowledges to have read, understood and abide by, and to their specific network fees.

In the case of billing errors the user should get in contact with his/her carrier or the local connection provider at info@datasms.co.za.

Service Contracting Requirements

The Services are provided to individual users who are natural persons for their own personal use with entertainment purposes. Any commercial or professional use of the Services is strictly prohibited.

The user agrees to use the Services at all times in strict accordance with the laws, morality, generally accepted good practices and the public order, and to not use the Services for illegal purposes, prohibited in these Terms and Conditions, so WEBCELL at its sole discretion is entitled to suspend or terminate the services of any user who does not comply with these terms and conditions or any other related contractual obligations. In particular, services must not be used:

- (i) to intentionally engage in illegal conduct,
- (ii) to knowingly create, store or disseminate any illegal content,
- (iii) to knowingly infringe copyright,
- (iv) to knowingly infringe any intellectual property rights,
- (v) to send spam or promote the sending of spam,
- (vi) to attempt to use the services by any means other than described in the Terms and Conditions,
- (vii) to attempt to disrupt or breach the Terms of Use.

If during the execution of the Service, WEBCELL suspects or proves the existence of some type of electronic or non-electronic manipulation in the system related to the Service, or if technical difficulties compromise the integrity of the Service, WEBCELL reserves the right to shut down the contracted Services and delete the account of any user who has been able to manipulate the normal delivery of it, as well as any attempt to deliberately impede the normal functioning of the Service is illegal and WEBCELL shall have the right to claim in such case any damages caused and the filing of any applicable legal actions.

WEBCELL has the right to take down any content (hosted as part of the service) that it considers illegal or for which it has received a take-down notice.

User representations

The Services offered by WEBCELL are targeted and can only be contracted by people of legal age 18. The user must be at least 18 years of age to use this website. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age.

Further, by accepting the Terms and Conditions, the user expresses to be legitimized and/or authorized to contract the Services, in particular that he/she is the owner of the mobile line or has permission of the bill-payer to use it, and ensures the accuracy of all of the information given to WEBCELL. The user also expresses its commitment to make a proper use of the Services and agrees to comply with the current legislation that may be applicable in each case, as well as these Terms and Conditions, morality and/or public order.

It is the user's responsibility to respect these standards and it is strictly forbidden to use the Services subject to these Terms and Conditions for illegal purposes, or in any manner that violates or infringes the rights and interests of WEBCELL, its subsidiaries or of any other third party related.

The user shall be exclusively responsible for any loss or damage caused by inappropriate, or illegal use of the Services. The user agrees to exonerate WEBCELL and its employees, subsidiaries, affiliates, divisions, advertising agencies and related entities in any way, for any loss, damage, costs, injury and/or death resulting from contracting the Services as well as for any misuse of the Services and for any claim based on publicity rights, defamation or invasion of privacy.

The user is solely responsible for any fraudulent use of their personal login details that could occur due to the theft of or sharing of the same.

Intellectual Property Rights

WEBCELL is the sole owner or holds under the necessary licenses and/or authorizations for the rights of operating the Intellectual Property of the Services and any of its contents including, but not limited to: software, databases, images, photographs, drawings, graphics, games, text, audio, video, trademarks, logos, trade names or distinctive signs, computer programs or databases that are or have been part of it at some point. Under no circumstances shall access and use of the Services, imply renunciation, transmission, license, or transfer all or part of such rights.

It is also forbidden to modify, copy, reuse, exploit, reproduce, publicly communicate, make second or subsequent publications, upload files, post, transmit, use, process or distribute any form of all or part of the contents on the service, if you do not have the express written permission of WEBCELL or, where appropriate, the rights holder.

Likewise, unless expressly authorized, it is prohibited, under the terms and subject to the penalties under current laws that are applicable, the removal or alteration of the technologies and information regarding management rights contained in the works and the subject of this transmission as well as distribution, importation for distribution, public performance, broadcasting and radio broadcasting, public communication in all its forms or making available of such works and performance or copies and transmissions which have removed or altered such information without authorization.

If you are interested in establishing a link, you must first have the express written permission from WEBCELL. Notwithstanding the foregoing, it is expressly prohibited to establish any links and / or similar third party devices that lead the user directly to content and/or services offered by WEBCELL ("deep linking").

Limitation of liability, indemnity and release

WEBCELL shall in no event be held liable for the users' utilization regarding the Services or the information stored and/or sent by mobile phone devices related to the Services. As access to Services is done electronically, WEBCELL in any case may determine or control the identity of the user. Unless proven otherwise, the user will be presumed to be the line holder and bill-payer. The user is solely responsible for any fraudulent use of their personal cell phone device, mobile line or banking details that could occur due to the theft of or sharing of the same.

NEITHER WEBCELL NOR ANY OF ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, AGENTS, REPRESENTATIVES OR LICENSORS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR INJURY OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM THE ACCESS OR USE OF THE SERVICES, OR YOUR INABILITY TO ACCESS OR USE THE SERVICES AND THE INFORMATION AVAILABLE ON THE WEBSITE OR ARISING OUT OF ANY ACTION TAKEN IN RESPONSE TO OR AS A RESULT OF ANY INFORMATION AVAILABLE ON THE SERVICES.

THE USER BY ACCEPTING THESE TERMS & CONDITIONS, WAIVES ANY AND ALL CLAIMS AGAINST WEBCELL AND ITS SUBSIDIARIES, DIVISIONS, AFFILIATES, REPRESENTATIVES, AGENTS, AND LICENSORS ARISING FROM THE USE OF THE SERVICE AND THE INFORMATION AVAILABLE ON THE WEBSITE.

Privacy Policy and Use of Information

Provision of the Services does not involve the collection of personal data of users, as the MSISDIN (mobile number), the only datum collected, in itself does not allow identification of its holders, and all billing data is retained by the operators.

Were however a user to submit to Provider personal data (by using the customer support service, for instance), in accordance with the provisions of the Protection of Personal Information Act No. 4 of 2013 and related complementary legislation, user acknowledges and consents to the information submitted being included in a file for its automated processing.

The user further acknowledges that the personal data collected shall be treated only for the following purposes:

- 1) Performance of Services requested.
- 2) Address of complaints.

3) General management of contractual relationship between the user and the Provider or its affiliates.

4) Fulfillment of Tax obligations.

By requesting the Services, the user additionally consents to receive marketing communications (through but not limited to SMS text messages and/or e-mail) in accordance with the applicable provisions, relating to the Services or similar (including sweepstakes, promotions, contests, participation in television programs, voting and skill games, etc).

Users at any time may revoke the previous consent or exercise their personal data rights established by Law (access, rectification and opposition), by sending an e-mail to info@datasms.co.za attaching a valid ID.

Assignment

WEBCELL is entitled to transfer the obligations contained in the present Terms and Conditions and the rights arising thereof to any other of its companies, subsidiaries or divisions, without the need to obtain users' prior consent.

Provider details and customer support

Provider of the Services is company Descargas Web Cell, SA de CV, with registered office at Jose Marti 127, Dept 5, Col Escandon, Mun Miguel Hidalgo, 11800 – Mexico DF, and tax number DWC060327KDA.

Local associated billing services are provided through the gateway connection provided by Data SMS South Africa (Pty) Ltd (company no. 2001/001411/07), with offices at 1st Floor, Unit 5, 299 Pendoring Street, Blackheath Ext 6, Johannesburg, 2195. You may contact Data SMS through the hotline (+27) 115689711 or by sending an e-mail to info@datasms.co.za.

Data SMS is a member of WASPA (www.waspa.org.za) and is bound by the WASPA Code of Conduct. Customers have the right to approach WASPA to lodge a complaint in accordance with the WASPA complaints procedure. Data SMS may be required to share information relating to a service or a customer with WASPA for the purpose of resolving a complaint.

Governing Law and Jurisdiction

The Services offered through the Website are provided to South African residents and therefore governed by South African law.

In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this Terms, and not resolved through the Customer Service of WEBCELL or its associated providers, then WEBCELL and the User shall submit the dispute which may arise from the application of the Services or the construction and application of the Terms and Conditions to South African Courts save where otherwise required by law.