

# Terms & Conditions

## rain Group Holdings (Pty) Ltd, Reg. 1947/024435/07, together with its subsidiaries

These Terms & Conditions govern the Services and Devices that rain (Pty) Ltd (“rain”, “we”, “us”, “our”) provides to you, our customer, and your use of any rain channel. They consolidate rain’s general terms, product-specific terms and website terms, and must be read together with our Acceptable Use Policy, Privacy Policy and Cookie Policy, and the Competitions & Promos section.

By registering for, buying or using any rain Service, you confirm that you have read, understood and agree to be bound by these terms. If you do not agree, please do not sign up for or use our Services.

Where a product-specific term (sections 14.x) conflicts with the general terms, the product-specific term prevails for that product. The Acceptable Use Policy prevails on prohibited use, network security, network management and fair-use enforcement. Nothing in these terms limits any right you have under the Consumer Protection Act 68 of 2008 (CPA) or the Electronic Communications, Transactions Act 25 of 2002 (ECTA), or any other applicable law.

## 1. About these terms

- 1.1** These terms apply to all rain Services and to your use of any rain channel (our website, app, stores, sales agents and Customer Engagement Centre). Capitalised words have the meanings given in the Definitions section.
- 1.2** The terms governing use of the rain website, our Acceptable Use Policy, Privacy Policy and Cookie Policy, and the Competitions & Promos section all form part of these terms.
- 1.3** We may amend these terms from time to time. The current version is always published at [rain.co.za/legal](http://rain.co.za/legal) and applies from the date it is posted. By continuing to use our Services after a change, you accept the updated terms.

## 2. Definitions

**“Activation Date”** means the date on which a SIM-Card (or the LoopPhone) is activated on the Network and the Service begins.

**“Always Upfront”** means a Subscription Fee paid in advance that lets you use the Services during the applicable billing cycle.

**“Cancellation Request”** means a request by the Customer to terminate the Service, submitted through such cancellation channels as rain may prescribe from time to time. A Cancellation Request is not itself the termination of the Service/s.

**"Device"** means a rain-supplied router or Customer Premises Equipment (including the101, the101 Pro, an Xtender, or the loop) and related accessories or cables. The LoopPhone is governed by the LoopPhone terms (14.4).

**"Device Value"** means up to R4,100 for the101, up to R5,200 for the101 Pro, and up to R1,700 per Xtender.

**"Effective Cancellation Date"** means the date on which rain processes a valid Cancellation Request and the Service is terminated on rain's systems.

**"Free-to-Use"** means a Device (or LoopPhone) provided for use during an active Subscription while ownership remains with rain.

**"Hotspotting"** means using your phone as a personal hotspot or a mobile hotspot.

**"loop"** means the 5G-enabled Customer Premises Equipment model "loop", locked to rain's network, governed by the loop terms (14.6).

**"Network"** means the telecommunications (4G/5G) network rain operates and makes available.

**"rainOne Unlimited"** means rain's bundle of the 5G home Wi-Fi service with an Unlimited Mobile (LoopPhone) subscription, available as rainOne Unlimited and rainOne Unlimited Pro.

**"Replacement Value / Repair Cost"** means the applicable Device Value(s) or reasonable repair cost for a rain-owned Device (R7,999 for the LoopPhone), excluding fair wear and tear.

**"RICA"** means the Regulation of Interception of Communications and Provision of Communication-Related Information Act 70 of 2002.

**"Service(s)"** means any rain service to which these terms are applied – including Unlimited 5G Home Wi-Fi, Unlimited Mobile, rainOne Unlimited, the loop, and the legacy 4G Data, 4G/5G Home/Work, rainone, rainone work and rain Mobile services – subject to the applicable product-specific terms.

**"Subscription Fee"** means the fee payable for a Service, as recorded in the purchase journey.

**"Suspend/Suspension"** means an act by rain whereby a Customer's access to Service/s may be temporarily removed or restricted due to non-payment.

**"the101 / the101 Pro"** means rain's 5G routers – the101 on the 30 Mbps tier, and the101 Pro on the 60 Mbps and Premium tiers.

**"Unlimited 5G Home Wi-Fi"** means rain's standalone 5G fixed-wireless range (Unlimited 5G Home Wi-Fi, Pro and Premium).

**"Unlimited Mobile"** means rain's mobile service on the Unlimited City, Unlimited Province and Unlimited Country plans, delivered on the LoopPhone.

**"Xtender"** means a rain-supplied Wi-Fi extender used to extend in-home Wi-Fi coverage.

### 3. Your rain account

- 3.1** You are responsible for keeping your login details confidential and for all activity that takes place using them. Tell us immediately if you suspect your account has been compromised; we may then deactivate your details and account, and are not liable for losses from unauthorised use. We may change username or password requirements from time to time.
- 3.2** It is a material breach of these terms, which may lead to suspension or termination without liability, to: sign in as or impersonate another person; attempt to re-sell the Service or any component to the public; circumvent limits on the number of SIMs issued to one person; infringe anyone's intellectual property or privacy; break any law, regulation or ICASA licence condition; use a Service to cause harm; or use a Service for a purpose it is not intended for.
- 3.3** By using rain Services you consent to rain collecting non-personal Device Identification Data from your devices for network management and service optimisation. If you withdraw this consent, we may be unable to provide the Services.

### 4. Eligibility and accurate information

- 4.1** You must be 18 or older to enter into these terms. If you are under 18, a parent or legal guardian must agree on your behalf.
- 4.2** You must give complete, accurate personal and financial information and keep it up to date. We may cancel a transaction if you do not, and accept no liability for losses arising from incorrect information you provide.
- 4.3** We may obtain information reference enquiries to verify what you provide, and may share account and payment information with credit bureaus.

### 5. Ordering and delivery

- 5.1** You can order through the rain website, a rain sales agent or a rain store, and must provide accurate contact, billing and delivery details. SIM-Cards are delivered to the address you provide, together with any Device ordered if it is in stock. If a Device is out of stock, we will notify you when stock is available. Standard delivery in major metropolitan areas is free unless otherwise specified; other delivery fees are shown during the order journey.
- 5.2** Cancellation rights, processes, return requirements and any charges are governed by applicable law and the relevant product-specific terms. You may submit a Cancellation Request by calling the Customer Engagement Centre, through a

designated rain channel, or through any other cancellation channel rain makes available.

## 6. RICA registration

- 6.1** RICA registration is mandatory for every SIM-Card (including embedded SIMs and replacements). You must provide a valid South African ID, Refugee Identity document or passport, and proof of address no older than 3 months. Juristic persons must provide registration documents and proof of registered address. We use this information only for RICA.
- 6.2** If you do not have a valid South African ID and subscribed via a rain channel, face-to-face RICA is done on delivery – you must present your documents in person to the courier. If you are unavailable or your details cannot be verified, we may refuse to deliver Devices and will not activate the Service.
- 6.3** RICA for rainone work: every rainone work customer must nominate an authorised RICA representative for their business. That representative warrants they are authorised to complete RICA for the business under section 40(2)(c) of RICA, and grants rain permission to process the business's and their personal information for RICA purposes.
- 6.4** You may not transfer, hand over or assign a SIM-Card to a third party unless applicable law and the product-specific terms permit it. Where a transfer is permitted (for example to a family member under the legacy products), you must provide the recipient's RICA documents to [rica@rain.co.za](mailto:rica@rain.co.za) and ensure the recipient is RICA-registered before using the SIM-Card. Failure to comply with RICA is a criminal offence and may result in immediate suspension or termination.

## 7. SIM cards

- 7.1** SIM-Cards for a fixed Service (such as Unlimited 5G Home Wi-Fi, the home Wi-Fi component of rainOne Unlimited, or the loop) are configured for that Service and may only be used in the Device supplied for it. Services commence on the Activation Date.
- 7.2** You may not sell, transfer or make a SIM-Card available to a third party except where expressly permitted by law and the product-specific terms. If a SIM-Card or Device is lost, destroyed or stolen, notify rain (and, where relevant, the police) without delay; you remain responsible for usage until you notify us and the SIM-Card is deactivated.
- 7.3** Mobile Number Inactivity

7.3.1 This clause applies to each mobile number separately. Activity on one mobile number does not keep another mobile number active.

7.3.2 For this clause, activity means using or receiving from an MSISDN number calls, SMS, mobile data, internet or a value-added service, as applicable. Buying a bundle, recharge or value-added service without using it is not activity.

7.3.3 If there has been no activity on a mobile number for 60 consecutive days, rain may notify you that it intends to deactivate the number. You will then have 30 days to use the number or apply for an exemption. rain will send at least two reminders, including one before deactivation.

7.3.4 You may apply for an exemption through a rain Channel. The exemption lasts for 183 days from the date you apply. rain will stop the deactivation process if there is activity on the number or you apply for an exemption.

7.3.5 rain may deactivate a mobile number after 90 consecutive days without activity, where no exemption applies. The number will then be held for one month before it can be reallocated.

## 8. Devices

- 8.1** A Device supplied on a Free-to-Use or pay-to-use basis remains rain's property at all times. rain Devices are customised and locked to the rain network and will not work on other operators' networks. Ownership and return of the LoopPhone are governed by the LoopPhone terms (14.4).
- 8.2** We aim to supply quality, defect-free Devices. A defect is a material manufacturing imperfection – it does not include normal wear and tear, or damage from negligence, misuse or electrical surges (including load-shedding). Report a defect within 7 days; once confirmed, we will repair or replace the Device at our discretion (with a similar model if the same one is unavailable).
- 8.3** If your Service is cancelled, you must return any rain-owned Device. If you do not, we may recover it wherever found, and you remain liable for accrued Subscription Fees, any unpaid amounts, any Collection Fee, and the Replacement Value and/or Repair Cost until the Device is returned or paid for. Where a Device is not returned within the applicable return period, we may charge the Replacement Value and/or Repair Cost to your account on the Payment Date, unless we agree in writing to monthly instalments.
- 8.4** Your obligation to return a Device and to pay outstanding amounts survives cancellation and is not a condition for submitting or processing a Cancellation Request. Where we reasonably suspect a Device has been unlawfully retained or disposed of, we may report the matter to the authorities.

## 9. Fees and payment

- 9.1** We provide PCI-compliant, encrypted payment facilities. Available payment methods are those offered in the purchase journey or rain channel from time to time; where you use a third-party payment service, that provider's terms may apply. All fees are inclusive of VAT at the prevailing rate.
- 9.2** By placing an order you authorise rain to use your saved card details to collect payment. You warrant that you are authorised to use the card and that sufficient funds are available. We may withhold delivery until any required verification is complete.
- 9.3** Payment is collected on your selected Payment Date (default: the 1st of each month). If that date falls on a Sunday or public holiday, payment is collected on the preceding business day. Payment-date changes take effect from the next bill cycle. The reference on your statement will be "rain". You have 14 days after a payment is processed to dispute a transaction.
- 9.4** Postpaid Subscription Fees are due by the last business day of your billing cycle; Always Upfront fees by the first business day. Subscription Fees, value-added service charges and other fees are payable as reflected in the applicable tariff, purchase journey and product-specific terms. Customers on unlimited packages receive unlimited data at the applicable flat rate, subject to the product terms and the Acceptable Use Policy.
- 9.5** We may suspend, limit, modify or cancel a Service for non-payment, collect outstanding amounts under your payment mandate, and change any Subscription Fee, service fee or tariff on reasonable written notice. If you dispute an invoice in good faith you must still pay the undisputed portion by the due date. Any credit due is refunded once the dispute is resolved.
- 9.6** If we fail to process a valid Cancellation Request within a reasonable time, we may credit you for Subscription Fees charged during any unreasonable operational delay.

## 10. Promise to Pay (arrears payment plan)

- 10.1** If you have outstanding Subscription Fees, rain may offer you the option to settle your arrears over time through a Promise to Pay plan, communicated through a rain channel. The plan is a formal agreement, concluded electronically, that sets out your total outstanding amount, the instalment amount, the payment frequency (weekly or monthly) and the payment period. The minimum instalment is R50.

- 10.2** The first instalment is collected on the date you agree to the plan; thereafter the instalment is collected on your selected payment date until your debt is settled in full. There are no additional charges, interest, discounts or penalties. If you default on an instalment, rain may suspend or cancel your Service.

## 11. Providing the services

- 11.1** Subject to these terms, rain will activate and maintain availability of the Services until the Effective Cancellation Date, a Service is suspended, or a Service is cancelled for non-payment or another lawful reason. Service quality and coverage are limited to what the Network provides under the Electronic Communications Act, 2005 and ICASA requirements.
- 11.2** The Network relies on the national grid and may be interrupted during load-shedding or power outages. rain's Network provides a best-effort service and does not guarantee minimum speed thresholds unless required by law. rain is not liable for interruptions caused by atmospheric conditions, interference or a power provider.

## 12. Coverage

Fixed 5G services are provided within the applicable coverage area. The coverage check is on the rain website. rain does not guarantee coverage even where you appear to fall within a coverage area, and actual performance depends on congestion, line-of-sight, environment and the number of active users.

## 13. Staying in touch

- 13.1** We may contact you by phone, SMS, email, WhatsApp or push notification about your account, in line with our Privacy Policy. You can opt in or out of push and WhatsApp notifications at any time via a rain channel.
- 13.2** For support or complaints, contact the Customer Engagement Centre on 081 610 1000. If you use WhatsApp to deal with rain, you are responsible for activity on your number and device.

## 14. Our products

rain may from time to time introduce, replace, update, vary, bundle or discontinue products and services. The Unlimited 5G Home Wi-Fi, Unlimited Mobile and rainOne Unlimited products are currently addressed in sections 14.1 to 14.5. Existing products, including loop, loopcare and rain's legacy 4G/5G services, remain governed by the applicable provisions below until withdrawn, retired or no longer supported by rain. Where a product is replaced,

updated, rebranded or succeeded by a substantially similar product, references in these Terms and Conditions to that product will include its replacement, successor, updated or rebranded version, unless rain expressly states otherwise or the context requires otherwise.

#### **14.1 Unlimited 5G Home Wi-Fi**

- 14.1.1** Unlimited 5G Home Wi-Fi is a month-to-month, fixed-wireless 5G service with unlimited in-home Wi-Fi data, subject to the Acceptable Use Policy and the applicable tariff. It does not include a mobile SIM or Unlimited Mobile subscription.
- 14.1.2** Unlimited 5G Home Wi-Fi includes the101 on a Free-to-Use basis and provides speeds of up to 30 Mbps (best-effort). Customers on this package may not purchase speed ups or Xtenders.
- 14.1.3** Unlimited 5G Home Wi-Fi Pro includes the101 Pro on a Free-to-Use basis and provides speeds of up to 60 Mbps (best-effort). Speed ups are available for R200 per month and Xtenders for R100 per Xtender per month.
- 14.1.4** Unlimited 5G Home Wi-Fi Premium includes the101 Pro and two Xtenders on a Free-to-Use basis and provides unlimited 5G speed (best-effort). Additional Xtenders are R100 per Xtender per month.
- 14.1.5** A customer may hold a maximum of 2 (two) services across the Unlimited 5G Home Wi-Fi and rainOne Unlimited ranges, in any combination, and where applicable a maximum of 5 (five) Xtenders.

#### **14.2 rainOne Unlimited**

- 14.2.1** rainOne Unlimited combines the 5G home Wi-Fi service with an Unlimited Mobile (LoopPhone) subscription, which includes Unlimited City by default. You may select Unlimited Province or Unlimited Country at sign-up or upgrade later (see 14.4). The LoopPhone Purchase option is not available on a rainOne Unlimited bundle.
- 14.2.2** rainOne Unlimited includes the101 on a Free-to-Use basis, with the home Wi-Fi component at up to 30 Mbps (best-effort); speed ups and Xtenders may not be purchased on this product.
- 14.2.3** rainOne Unlimited Pro includes the101 Pro on a Free-to-Use basis, with the home Wi-Fi component at up to 60 Mbps (best-effort); a speed up to unlimited speed is available for R200 per month and Xtenders for R100 per Xtender per month.
- 14.2.4** A customer may hold a maximum of 2 (two) services across the Unlimited 5G Home Wi-Fi and rainOne Unlimited ranges, in any combination, and where applicable a maximum of 5 (five) Xtenders.

### 14.3 Unlimited Mobile (LoopPhone)

- 14.3.1** The LoopPhone is a rain-supplied, eSIM-only 5G smartphone that remains locked to rain's network at all times. Unlimited Mobile is offered on three geography-based plans: Unlimited City (unlimited voice, SMS and in-zone data within one chosen city), Unlimited Province (within one chosen province) and Unlimited Country (nationwide). Unlimited City and Unlimited Province include 2 GB of out-of-zone data per billing cycle; Unlimited Country has no out-of-zone limit.
- 14.3.2** In-zone data is unlimited (best-effort up to 20 Mbps on 5G) and subscription data expires at the end of your billing cycle. Voice and SMS are unlimited on all plans. All usage is subject to the Acceptable Use Policy, and speeds may be throttled to manage congestion.
- 14.3.3** Zones are determined by the LoopPhone's continuous location tracking, rain processes this information to provide and administer the geography-based service and data rules, as described in the Privacy Policy. Connectivity may vary near a zone boundary. You may change zone through a rain channel at an additional monthly charge. rain may update zone boundaries on reasonable notice.
- 14.3.4** When out-of-zone, Smartswitch moves usage to your included out-of-zone allocation. Once exhausted, you may buy Top-up Gigs (expire 30 days). Hotspotting is blocked by default; you may buy Hotspot Gigs (expire 30 days) for hotspotting only. Unlimited City and Province customers may buy "Extend your zone" to unlock unlimited nationwide data for 7 consecutive days.
- 14.3.5** Free-to-Use option: you pay a monthly subscription and rain retains ownership of the LoopPhone at all times. You may cancel and return the LoopPhone within 7 business days of sign-up for a full refund (undamaged, in original packaging with accessories). On cancellation you must return the LoopPhone within 7 calendar days in good working order (fair wear and tear excepted). If not returned, the full Replacement Value published on the website will be charged, which may be paid in a lump sum or, by written agreement, in equal instalments over 2, 3 or 4 months (a replacement is released only after the first instalment).
- 14.3.6** Purchase option (standalone Unlimited Mobile only): you pay the price published on the website for the LoopPhone and ownership transfers on full payment, though the device stays permanently locked to the rain network. You receive a R150 monthly discount on the Unlimited Mobile subscription for as

long as you remain subscribed. No return is required on cancellation, but all outstanding amounts remain due. The Purchase option is not eligible for LoopPhoneCare.

- 14.3.7** No charger is included with the LoopPhone.
- 14.3.8** The LoopPhone is eSIM-only and network-locked; tampering with or attempting to unlock or use it on another network is a breach and may result in immediate termination. RICA must be completed before activation.
- 14.3.9** Non-payment: if you do not pay an undisputed amount by the due date, rain may (after reasonable written notice) Suspend your Service and restrict the LoopPhone to emergency calls only; full access is restored once outstanding amounts are paid. You retain access to emergency calls, rain support and payment channels during a lockout.
- 14.3.10** Data wiping: the LoopPhone may hold sensitive personal data. Before returning it (on cancellation, for repair or otherwise) you must remove all accounts and credentials, perform a full factory reset, and complete the data-wipe confirmation. rain may refuse to accept a returned device if you decline to complete this, and is not liable for data left on a device you failed to wipe.
- 14.3.11** Cancellation and suspension: a Cancellation Request is not itself termination – the subscription ends on the Effective Cancellation Date, and fees accrue until then. rain will arrange one free collection; a collection fee may apply to further attempts that fail for reasons attributable to you. rain may suspend the service (on reasonable written notice) for non-payment, material breach, suspected fraud, or to comply with a court or regulatory order.
- 14.3.12** A customer may hold a maximum of 4 (four) services across the Unlimited Mobile and rainOne Unlimited ranges.

#### **14.4 LoopPhoneCare (repair service)**

- 14.4.1** LoopPhoneCare is an optional repair-only service, available only to customers on a Free-to-Use LoopPhone (Purchase-option customers are not eligible). It is a contractual repair arrangement, not insurance – it provides no replacement device, cash benefit or insurance benefit, and operates in addition to the LoopPhone terms and any statutory or manufacturer warranty.
- 14.4.2** It covers accidental physical damage from a single identifiable event (such as cracked screens or casing, or impact damage to parts, buttons, audio or display), up to two covered repairs per 12-month period. Exclusions include loss or theft; catastrophic damage beyond the Replacement Value; manufacturing/firmware faults (covered by warranty); damage from misuse,

neglect, unauthorised repairs or non-approved accessories; and detachable accessories such as chargers.

**14.4.3** Present the LoopPhone at an authorised service centre with a completed repair form (and meet the data-backup and handover requirements); rain aims to repair within 5 business days subject to parts. Back up your data first – rain is not liable for data lost during repair, inspection or reset.

**14.4.4** The monthly fee is billed in advance with your LoopPhone subscription and is non-refundable (the benefit is availability of the service, not its use). If you stop paying, cover is suspended and a 3-month waiting period applies before a new repair may be claimed. You may cancel any time; cover ends at the end of the current billing cycle, or earlier if your LoopPhone subscription ends. rain's aggregate liability under LoopPhoneCare is capped at the LoopPhone published retail price.

## **14.5 loop**

**14.5.1** The loop is a 5G-enabled Customer Premises Equipment device that combines broadband and multimedia in one unit and remains locked to rain's network. is offered on a Free-to Use option (monthly subscription including loop rental, data and unlizones). The loop remains rain's property while you have an active loop subscription, unless you bought the loop under the previous Purchase option. In that case, ownership transfers to you but remains locked to rain's network.

**14.5.2** Subscription tiers each include a data allocation (subject to the Fair Usage Policy) and the right to select up to three zones. An unlizone is any zone chosen on the unlizone plan (changeable multiple times in the first 7 days, then once per calendar month); an openzone is a rain-designated area available to all customers at no extra cost. Adding an unlizone is effective on payment; removing one takes effect on the next billing date.

**14.5.3** Smartswitch: if the loop moves outside a selected zone, the service automatically changes to the out-of-zone data allocation that applies to your Loop plan and reverts to unlimited when back in-zone. Usage is subject to the Fair Usage Policy and speeds may be throttled (for example 10 Mbps after 50 GB, 4 Mbps after 75 GB, 2 Mbps after 100 GB). Outside rain 4G/5G coverage the service may transition to third-party roaming. Speeds are best-effort with no minimum guarantee.

**14.5.4** loop cancellation and returns: you may cancel within 7 business days of sign-up and return an undamaged loop in its original packaging without penalty. On cancellation under the Free to use option you must return the loop in good

working order within 7 days; a replacement fee at the loop's published retail value will be charged if unreturned. Report defects within 7 business days. rain may suspend the service on 2 days' written notice for non-payment, material breach, suspected fraud or to comply with an order. rain's aggregate liability for the loop is limited to the Service Fees paid in the preceding 6 months, excluding indirect or consequential loss.

## **14.6 loopcare**

**14.6.1** loopcare is an optional repair-only monthly service for the loop, available only to customers who rent the loop (outright purchasers are not eligible) and only at the time of buying a loop rental plan. It is not insurance and provides no replacement or compensation. It covers accidental physical damage from a single event (cracked screens or casing, impact-damaged parts or buttons, audio/display damage), up to two covered repairs per 12-month cycle.

**14.6.2** Exclusions include loss or theft; catastrophic damage beyond replacement value; manufacturing/firmware faults (covered by the separate 6-month CPA and 12-month rain warranties); damage from misuse, neglect or unauthorised repairs; and non-attached accessories. rain aims to repair within 5 business days subject to parts; back up your data first (rain is not liable for data loss). The monthly fee is billed in advance and is non-refundable; if unpaid, cover is suspended and a 3-month waiting period applies on reinstatement. You may cancel any time (cover lapses at the end of the billing cycle). rain's aggregate liability under loopcare is limited to R8,000 (eight thousand rand).

## **14.7 SIM-only 4G Data services (legacy)**

**14.7.1** Unlimited 4G Data is an uncapped, unshaped, SIM-only, month-to-month service. As a SIM-only product, rain does not support your phone or other device, and you are responsible for purchasing, insuring, maintaining and replacing your own device. rain is not liable for any lost content, or any loss or damage, in connection with SIM-only products.

**14.7.2** This product is no longer sold by rain.

**14.7.3** Tethering: for "phone only" products, using your phone as a modem or tethering it to a computer or other hardware is not permitted.

## **14.8 4G Home and 5G Home/Work services (legacy)**

**14.8.1** Unlimited 4G Home / 5G Home/Work is an uncapped, unshaped, month-to-month service; the Device is included for as long as you use the service and is customised and locked to the rain network.

**14.8.2** Ownership of the Device remains with rain – you are advised to insure it, and must return it in the same condition (fair wear and tear excepted) within 7 days of the Effective Cancellation Date or suspension, failing which you are liable for the Repair Cost or Replacement Value.

**14.8.3** This product is no longer sold by rain.

### **14.9 rainone (legacy)**

**14.9.1** rainone combines a 4G/5G Home/Work service with 4G Mobile Services. The mobile component cannot be bought independently of the home service or sold to third parties. The product can only be cancelled in its entirety, device upgrades are not available, and a customer may hold only one of each rainone product at a time.

**14.9.2** This product is no longer sold by rain.

**14.9.3** 4G Mobile Services: a VoLTE-compatible phone is required (or install the rain talk app at your own risk). Monthly subscription data, minutes and SMSs expire at the end of the billing cycle, though buy-mores do not expire unless stated. Outbound international calling is offered to supported destinations only (rates may change); domestic premium-rated calling, international roaming and most international/domestic application SMSs are not offered; USSD is not available. You may request a transfer of data or minutes via the Customer Engagement Centre.

### **14.10 rainone work (legacy)**

**14.10.1** rainone work combines a 5G Work service with 4G Mobile Services for businesses. A customer may hold up to two rainone work products at a time. Migrations from rainone to rainone work are not available, and the product can only be cancelled in its entirety.

**14.10.2** This product is no longer sold by rain.

### **14.11 rain Mobile and multipacks (legacy)**

rain Mobile follows the same 4G Mobile Services rules as above (VoLTE phone or rain talk app; expiry, international, roaming and USSD limits). You may buy a single 4G mobile SIM or several as a “multipack”, with a monthly-subscription discount based on the number of active SIMs (excluding the mobile SIMs in rainone home and rainone work). Multipacks are bought on a pro-rata Always Upfront basis. You may cancel, level up or level down each SIM independently – a level up applies immediately, a level down from the next billing cycle. A single customer may not exceed 10 4G rain mobile SIMs.

## **14.12 Number portability**

Where number portability is available, you acknowledge that stored messages, credit and unused allowances on the donor network may be lost when a number is ported; you may only port away from rain after one calendar month; donor-network products and services may not be available after porting; and you may remain liable under any contract with the donor network. If you ported a number onto rainone, you will lose it if you cancel rainone without first porting it to a new provider.

## **14.13 The 101 skins**

Where stated in the purchase journey, a package may include one skin in a colour or design you select, subject to availability (a similar alternative may be supplied). Additional skins are sold at displayed prices. Skins are decorative, not protective; applied and removed at your own risk; and cannot be returned or exchanged except where a statutory warranty applies (report defects within 7 days). Change-of-mind returns are not accepted. rain is not responsible for normal wear such as fading, lifting or scratching, and owns all skin designs and trademarks.

## **14.14 Nvidia GeForce NOW powered by rain**

**14.14.1** rain resells the Nvidia GeForce NOW (“GFN”) cloud game-streaming subscription, charged month-to-month; by buying it you also accept Nvidia’s terms of use. GFN is available to customers aged 18 or older (non-rain customers must create a rain account), but only 5G customers or customers in 5G coverage qualify for discounted rates; 4G-only customers are not eligible.

**14.14.2** Two options are offered – Performance (up to 1440p/60fps, 6-hour sessions) and Ultimate (RTX 4080-class, up to 4K/240fps, 8-hour sessions) – and include a number of free games, with more available through linked stores. Payment may be Always Upfront or postpaid; if payment fails, rain may suspend or cancel the subscription. Offerings are subject to availability, and rain may discontinue GFN if required by law or for commercial reasons.

## **15. askrain AI chat**

**15.1** “askrain” is an automated AI chat on rain channels that uses OpenAI’s ChatGPT technology to help answer queries about your rain account and Services. By using askrain you agree to these terms and our Privacy Policy; it may only be used on rain-owned platforms and for permitted purposes.

**15.2** rain may use and process the information you submit, and you consent to receiving communications via askrain. It is a best-effort service with no guarantee of availability or error-free use, and you may be referred to the Customer Engagement Centre for urgent matters. You must not damage, disable or overload askrain or distribute harmful code, and rain may remove unlawful, offensive or infringing content. rain is not liable for any direct or indirect damages arising from your use of askrain.

## 16. Acceptable use

Your use of the Services and Network is subject to rain's Acceptable Use Policy, published as a separate section on the rain legal hub. The Acceptable Use Policy sets out prohibited uses, network security, network management, fair-use enforcement and the VPN policy, and prevails over these general terms in respect of those matters.

## 17. Website and online services

**17.1** You may use the rain website and online services only for lawful, personal, non-commercial purposes. You must not use them unlawfully or fraudulently; to harm minors; to send spam or unsolicited communications; to transmit viruses or harmful code; to infringe intellectual property or confidence; or to access, interfere with, damage or disrupt the site, its infrastructure or any third party's systems. You are responsible for ensuring anyone who accesses the site through your connection complies with these terms.

**17.2** All intellectual property on the site is owned or licensed by rain. You may print or download extracts for personal use but must not modify them, use them commercially, or remove acknowledgement of rain, without our prior written consent. The site may link to third-party sites, which we do not control and are not responsible for; you use them at your own risk.

**17.3** By using the site or emailing us you agree we may communicate with you electronically, and that electronic communications meet any legal requirement to be in writing. rain will never ask you to provide personal information or verify your account by clicking a link in an email – do not respond to such phishing or spoofing emails. rain (Reg. 1996/013739/07) is a member of ISPA (queries@ispa.org.za, 010 500 1200); the site is hosted in and governed by the laws of South Africa.

## 18. Disclaimers, liability and indemnity

**18.1** The site, online services, products and content are provided “as is” and “as available”. To the maximum extent permitted by law, rain excludes all implied

warranties (including merchantability, fitness for purpose and non-infringement) and is not responsible for the completeness, accuracy or availability of content, or for the service being uninterrupted, secure or error-free. You are responsible for your own equipment, software and virus protection.

- 18.2** Nothing in these terms excludes or limits rain's liability for death or personal injury caused by our negligence, for fraud, or for any liability that cannot be excluded under South African law.
- 18.3** Clauses 18.4 and 18.5 limit rain's liability and may require you to indemnify rain in certain circumstances. Please read these clauses carefully.
- 18.4.** To the extent permitted by law, rain is not liable for any direct or indirect loss or damage (including loss of profits, business, data, goodwill or savings) arising from your use of, or inability to use, our Services or site; from third-party equipment, networks or providers; from interruptions, errors, security incidents or hacking; from data loss or corruption (including on a returned or repaired device); or from inaccurate details you provide or fail to update. rain is not liable for failure to perform due to causes beyond its reasonable control. Product-specific liability caps (for example the loop and loopcare caps in 14.6–14.7 and the LoopPhoneCare cap in 14.5) apply to those products.
- 18.5** You indemnify and hold rain, its affiliates, suppliers and agents harmless against all claims, losses and expenses (including legal costs) arising from your breach of these terms or your use of the Services, except to the extent caused by rain's gross negligence or wilful misconduct. This indemnity survives termination.

## 19. Suspension and termination

We may suspend or terminate your access to a Service or the site, and take other appropriate action, where we determine that you have breached these terms or any rain policy, or for non-payment, suspected fraud, insolvency, or to comply with a court or regulatory order. On termination, all outstanding amounts become immediately due, you must return any rain-owned or rented Device or LoopPhone (Free-to-Use), and clauses that by their nature survive termination continue to apply.

## 20. Promotions and competitions

rain runs offers, promotions and competitions from time to time. Each is governed by its own specific terms, set out in the Competitions & Promos section of the rain legal hub, which form part of these terms. Where a promotion's terms conflict with these general terms, the promotion's terms apply to that promotion. We may modify, cancel or limit any promotion, subject to that promotion's published terms and applicable law and give no

warranties on offers or promotions. If you opt in, you accept that we must collect and use personal information to administer it, in line with our Privacy Policy.

## 21. General

These terms are governed by the laws of the Republic of South Africa, and you submit to the jurisdiction of the South African courts. If any provision is unlawful, invalid or unenforceable, it is severed and the remaining provisions continue in full force. If rain does not enforce a right, that is not a waiver unless we waive it expressly in writing. These terms may be reproduced and stored electronically by customers.

## 22. How to contact us

<b>Customer Engagement Centre:</b>	081 610 1000
<b>Support:</b>	askrain
<b>Legal:</b>	legal@rain.co.za
<b>Registered office:</b>	1st Floor, Cape Quarter Square, 27 Somerset Road, Cape Town, 8001