MOBILE SMART

Terms & Conditions of Service

Version 2.1 · Effective 5 November 2026

1. About these terms

These terms govern all Mobile Smart (mbsmart.co.za) services: fixed LTE/5G, uncapped fibre, VoIP, monthly mobile data subscriptions, SIM top-ups and hardware. Mobile Smart is a reseller of services provided over the Afrinet and SIMcloud platforms and the networks they use. There are no long fixed-term contracts and no credit checks; services run month-to-month on the notice terms below. By ordering, you accept these terms together with our Privacy Notice, Processing Notice, Website Terms, Shipping Policy and your personalised Subscriber Agreement.

Important notice (Consumer Protection Act, section 49)

Best-effort speeds and upstream networks: services run over third-party licensed networks (Afrinet, MTN, Vodacom, Telkom and fibre network operators). Speeds are best-effort and may vary with congestion, location, weather and supplier fair-use rules.

Power outages and load shedding: Mobile Smart is not liable for interruptions caused by upstream provider failures, load shedding or power outages beyond our reasonable control.

Hardware warranty: supplied hardware carries the manufacturer's factory warranty only.

Feasibility: coverage checks are indicative; final feasibility is confirmed by the network operator.

Mobile Smart is not liable for indirect or consequential loss to the extent permitted by law.

2. Orders, coverage and feasibility

- Fibre and fixed LTE/5G orders require a coverage check. Coverage checks use supplier and network data and are indicative only.
- Orders start as Pending Verification. If a service is not feasible, we will offer an alternative or refund amounts paid for that service.
- Home LTE/5G requires an Afrinet-approved router that is unlocked or locked to the relevant network. You may buy one from us or confirm you own an approved model.

3. RICA and verification

- RICA requires a valid ID or passport and proof of residence not older than three months, uploaded securely through your portal.
- No service is activated until payment has cleared, RICA is approved and the electronic subscriber agreement is signed.

4. Pricing, fees and payment

- Prices are in South African Rand. **Mobile Smart is not registered for VAT; prices do not include VAT and no VAT is charged.** Prices are confirmed by our systems before payment through PayFast.
- Once-off activation fee: R125 per fibre, LTE/5G or VoIP service; R15 per monthly mobile-data subscription. Charged with the first payment only, never monthly. Once-off SIM top-ups and hardware carry no activation fee.
- Once-off courier fee: R165 per order whenever something is couriered (LTE/5G, hardware/routers, or a new SIM with monthly mobile data). Fibre installation fees, where applicable, are quoted per order.
- Monthly services are billed in advance on your chosen billing day: the 1st, 15th or 25th of the month. Recurring collections happen only after you separately authorise them with PayFast; a billing preference or signed agreement alone never authorises a debit.
- Outstanding invoices can be paid at any time from the Billing tab of your portal.

5. Monthly mobile data subscriptions

- Vodacom, MTN and Telkom bundles are month-to-month. You pay the first month (plus the R15 activation fee) upfront and the bundle price on your chosen billing day each month until you cancel.
- With a new SIM, the first bundle loads once the SIM is delivered (5 to 8 business days) and linked. Bundles are subject to network fair-use and expiry rules.
- Cancel anytime in your portal; future payments stop and no refunds are given for bundles already loaded.

6. SIM top-ups

Once-off top-ups are charged at the price shown and load after PayFast confirms payment. They do not recur. Loaded bundles cannot be reversed.

7. Cancellation

- Fibre, LTE/5G and VoIP: one (1) full calendar month's notice, submitted in your portal or to accounts@mbsmart.co.za. Termination is scheduled for the last day of a future calendar month, up to three months ahead (not the current month-end). You are billed in full up to and including the termination date. Example: notice on 12 June gives an earliest termination date of 31 July, and July is billed in full.
- A confirmed termination cannot be reversed; restoring service requires new provisioning at full cost, including setup fees.
- Monthly mobile data may be cancelled anytime in the portal without a notice period.
- Rental or loan equipment must be returned in good condition on cancellation, failing which replacement cost may be charged.

8. Suspension

We may suspend service for non-payment, fraud, abuse, unlawful use, or where a supplier or network suspends it. Suspension is temporary and separate from termination; a suspended service remains billable.

9. Support

Support hours: Monday to Friday 09:00–18:00, Saturday and Sunday 09:00–15:00. We respond to queries and faults within 24–48 hours and resolve them within the time required by the relevant network supplier.

10. Disputes and law

Contact accounts@mbsmart.co.za first; we aim to resolve complaints within 14 business days. Unresolved disputes may be referred to ICASA, the Consumer Goods and Services Ombud, or a court of competent jurisdiction. South African law applies. Updated versions are published on our website.

Questions: online@mbsmart.co.za · Accounts: accounts@mbsmart.co.za · WhatsApp/phone: +27 76 168 6801