

Dear Customer,

Thank you for choosing SmartMobile as your service provider!

Your agreement with SmartMobile is subject to the following terms and conditions:

1. INTERPRETATION

- 1.1 In this agreement, unless inconsistent with or otherwise indicated by the context – :
 - 1.1.1 "the/this agreement" means the agreement as set out herein together with the service agreement together with all annexure's and addenda hereto;
 - 1.1.2 "the service agreement" means this entire document containing an application by the customer for the provision of the services and the sale of the equipment, if applicable, to it by SmartMobile together with any annexure's and/or addenda thereto;
 - 1.1.3 "call charge" means the charge for a specified unit of time or bytes of data downloaded as set out in the tariff;
 - 1.1.4 "equipment" means the piece of customer apparatus specified on the service agreement together with all additions and accessories thereto specified in the service agreement;
 - 1.1.5 "customer" means the customer named on the service agreement;
 - 1.1.6 "customer apparatus" means any fixed or mobile, digital equipment or terminal which is capable of connection by radio interface to the system, which is approved by the regulatory authority and under any legislation concerning such equipment, used by the customer and acceptable to SmartMobile together with a Network SIM card;
 - 1.1.7 "delivery" means delivery of the equipment to the customer;
 - 1.1.8 "equipment" means the cellular handset, device and/or customer apparatus and activated Network SIM card;
 - 1.1.9 "initial period" means the minimum duration of this agreement, being a period of 24 months from the date of activation of the services;
 - 1.1.10 "the interest rate" means the published prime overdraft rate as published by the major banks from time to time;
 - 1.1.11 "migration" means the migration from one package to another and will be subject to the discretion of SmartMobile, and any migration charges where applicable will be as per the applicable SmartMobile tariff published from time to time and available on request;
 - 1.1.12 "monthly subscription charge" means the monthly charge for being connected to the system as set out in the tariff;
 - 1.1.13 "package" means the tariff plan under which the customer is connected to the system, which tariff plans are set out in the price list and may vary according to usage charges and other variables but subject to the requirements, conditions and/or approvals of the regulatory authority where applicable;
 - 1.1.14 "the regulatory authority" means the relevant regulatory authority vested with the power and authority in terms of the Post Office Act, 1956, to regulate the operation of the system and any similar systems in the Republic of South Africa;
 - 1.1.15 "the services" means the sale and delivery of the equipment to the customer by SmartMobile;
 - 1.1.16 "the system" means the digital cellular mobile telecommunication system using the GSM standard as defined by the European Technical Standards Institute operated by the Networks;
 - 1.1.17 "the tariff" means the tariff of charges as published and amended from time to time by the Networks and/or SmartMobile at their sole discretion;
 - 1.1.18 "equipment charge" means the unit price for the equipment as set out in the agreement;
 - 1.1.19 "SIM card" means the Subscriber Identification Module card, being a user card bearing a Mobile Subscriber Integrated Services Digital Network (MSISDN) number and issued by SmartMobile to the customer to enable the customer to access the system;
 - 1.1.20 "CPA" shall mean The Consumer Protection Act, Act No 68 of 2008
 - 1.1.21 "SmartMobile" means Smart (Proprietary) Limited with registration number 2004/024118/07.
 - 1.1.22 The Clause headings in this agreement have been inserted for convenience only and shall not be taken into account in its interpretation.
 - 1.1.23 This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
2. **CONNECTION TO THE SYSTEM AND PROVISION OF THE SERVICES**
 - 2.1. The customer acknowledges that this document constitutes an offer by the customer, which may be accepted or refused by SmartMobile in its sole discretion. Connection of the customer to the system shall be deemed to constitute acceptance of the offer by SmartMobile and commencement of this agreement. This agreement shall become binding between SmartMobile and the customer whether or not the customer was notified of the acceptance of the offer. The customer herewith expressly dispenses with notification of acceptance of the offer by SmartMobile.
 - 2.2. Subject to acceptance by SmartMobile in terms of clause 2.1 and subject further to the remaining terms and conditions of this agreement, SmartMobile shall connect and maintain the connection of the equipment to the system and SmartMobile shall use its reasonable endeavours to make the services available to the customer throughout the duration of this agreement, save and except, for circumstances beyond the control of SmartMobile and/or the networks.

3. DURATION

- 3.1. This agreement shall commence on the date of activation of the services and shall continue for the initial period and thereafter indefinitely until terminated by SmartMobile giving notice to the customer in terms of clause 13 or by the customer giving SmartMobile not less than 1 (one) calendar month written notice of termination, provided that the customer shall not be entitled to give such notice within the initial period.
- 3.2. In the event of termination of this agreement for whatsoever reason prior to the expiry of the initial period, SmartMobile shall have the right to claim payment of the balance of the monthly subscription charges owing in respect of the initial period, plus costs as provided for in clause 20 and the customer shall be obliged to effect payment of the amount so claimed on demand.
- 3.3. In the event that this agreement is extended after the initial period or any period thereafter, the terms and conditions of this agreement will apply for such extended period.
- 3.4. No downward migration from one package to another will be performed by SmartMobile within the initial period or any extended period subsequent to the initial period.

4. PAYMENT

- 4.1. The customer shall pay to SmartMobile the aggregate of all charges levied by SmartMobile from time to time including, without limitation:
 - 4.2. Upon commencement hereof, where applicable, the connection charge, the SIM card charge, the first month's subscription charge and any other introductory or commencement charges where applicable; and
 - 4.3. Monthly in advance, the monthly subscription charges; and
 - 4.4. Monthly in arrears, or as and when billing is passed to the customer, the total call charges used and/or generated by the customer in conjunction with or by means of the SIM card during any billing period, and any other charges payable in respect of the services requested by the customer or other charges levied by SmartMobile from time to time; and
 - 4.5. Value added tax at the rate prescribed at the time on all vat table charges and services. All prices and charges, in terms of this agreement, unless otherwise stated, include value added tax.
 - 4.6. Such deposit as SmartMobile shall be entitled to demand in terms of clause 4.8 below.
 - 4.7. Any amount due by the customer to SmartMobile, not paid on the due date thereof, shall at the discretion of SmartMobile bear a penalty fee at a rate equal to 2% (two percent) per annum above the prime interest rate, calculated from the date payment was due until date of actual payment thereof.
- 4.8. SmartMobile shall be entitled to demand, upon signing of the service agreement by the customer or at any time thereafter, payment of such deposit as it may deem fit, which deposit shall be paid by the customer in cash simultaneously with the signing of the service agreement by the customer or immediately upon demand by SmartMobile. If the customer has paid a deposit to SmartMobile, such deposit may be detained and appropriated in whole or in part by SmartMobile towards payment of any sums whatsoever due to SmartMobile by the customer.
- 4.9. The customer agrees that payment shall only have been made by SmartMobile when the monies remitted by the customer have been received into SmartMobile's bank account.
- 4.10. Should any debit order or cheque payment be returned unpaid or stopped or should any charge card account or credit card account of the customer be rejected for whatsoever reason or should SmartMobile exercise its right to suspend the provision of the services due to non or late payment of any monies due in terms hereof by the customer, then the customer shall pay an administrative charge as may be levied by SmartMobile from time to time for each such non-payment, suspension or any other breach of the agreement which amount shall be payable upon demand and recoverable by SmartMobile.
- 4.11. SmartMobile shall be entitled to demand, at any time after the signing of the service agreement by the customer, full payment in advance of all charges to be levied by SmartMobile for the balance of the initial period of this agreement, excluding call charges which shall be invoiced monthly in arrears where applicable, in the following circumstances:
 - 4.12. Should SmartMobile have a reasonable suspicion of any fraudulent act having been or about to be committed by the customer in respect of this agreement; or
 - 4.13. Should it come to SmartMobile's attention that the customer has failed to disclose material information upon the signing of the service agreement.
5. **CREDIT LIMIT**

Where applicable SmartMobile shall be entitled in its sole and absolute discretion from time to time to determine and amend the maximum amount of fees and charges ("credit limit") which may be used and/or accumulated by the customer at any time and SmartMobile shall be entitled to at its discretion suspend or limit the services should the customer exceed such maximum amount.
6. **RISK AND OWNERSHIP**
 - 6.1. All risk of profit and loss in and to the equipment shall pass to the customer upon receipt thereof by the customer.

- 6.2. Ownership of the equipment shall vest in SmartMobile at all times up until the expiry of the initial period provided that all outstanding amounts have settled in full.
- ## 7. BLACKLISTING
- 7.1. Upon the customer defaulting on any payment due in terms hereof, SmartMobile shall be entitled to blacklist the equipment used in conjunction with the SIM card, to prevent the further use thereof and the customer indemnifies SmartMobile in respect of any claim whatsoever arising from SmartMobile exercising such right.
 - 7.2. Notwithstanding that the ownership of the equipment may have passed to the customer at any time, the customer acknowledges SmartMobile's right to blacklist or disconnect the equipment in the event of the customer defaulting in payment and the customer indemnifies SmartMobile in respect of any claim whatsoever arising from SmartMobile exercising such right.
- ## 8. AFTER SALE CARE AND GUARANTEE
- 8.1. It is expressly stipulated that the equipment is not covered by any form of insurance included in the monthly instalment agreed.
 - 8.2. Notwithstanding that the customer purchased or leased the equipment and related accessories from SmartMobile or from any third party, should the equipment be damaged, lost, stolen, un-operational or undergoing repair, the customer agrees that this agreement is not conditional upon such purchase, lease, availability or operation and shall continue to be in full force and effect and the customer shall continue to pay all amounts due in terms hereof.
 - 8.3. In the event that the equipment was purchased from SmartMobile, then the manufacturer's warranty will apply to such equipment. Such warranty is normally for 6 (six) to 12 (twelve) months from the date of purchase and normally covers defective equipment as result of faulty design, manufacture or workmanship provided that such equipment has not been misused, overloaded, modified or repaired by an unauthorised party. In addition, batteries are normally excluded from any warranty. SmartMobile may require the customer to make available the equipment to SmartMobile or its nominees for inspection of the equipment at a time and place to be arranged by SmartMobile and/or its nominees. In the event of a manufacturing fault, excluding software related issues, within 7 working days from receipt of the equipment, provided that the equipment was purchased from SmartMobile, and provided that the equipment is free of any physical and/or liquid damage, the customer may return the equipment to SmartMobile to be sent for inspection to verify if it qualified under the manufacturer's Out of Box Failure warranty, and only once approved will a new unit be shipped to the customer. All manufacturing faults experienced after the first 7 (seven) days after receipt of the equipment will be repaired in line with the manufacturer's warranty. If the device is found to have any physical or liquid damage, the reasonable costs to repair or replace the equipment will be invoiced to the customer, and such repairs will only be undertaken upon receipt of the full invoiced amount by SmartMobile.
 - 8.4. Should SmartMobile accept the equipment for repairs and maintenance it shall be deemed to do so as agent on behalf of the manufacturer or local supplier of the equipment and SmartMobile shall not be liable for any loss, damage, destruction, theft or negligent workmanship however caused.
 - 8.5. Should the customer fail to pay any monies due in respect of the equipment or accessories purchased, leased or loaned from SmartMobile, then SmartMobile shall be entitled without prejudice to any other rights it may have at law forthwith and without notice to suspend, interrupt or disconnect the services or any part thereof.
- ## 9. CUSTOMER ACKNOWLEDGEMENT
- The customer acknowledges and agrees that:
- 9.1. Service quality and coverage available to the customer shall be limited to that provided by the Network system and the services may from time to time be adversely affected by physical features such as buildings and underpasses as well as atmospheric conditions and other causes of interference; and
 - 9.2. It shall not hold SmartMobile, any of its directors, employees, agents or approved representatives liable for any non-availability of the services or for any other reason whatsoever including damages.
- ## 10. LIABILITY
- 10.1. This clause specifies the entire liability for SmartMobile, any of its directors, employees, agents or approved representatives, including for negligence and in particular, but without limitation, all other statutory, express, implied or collateral terms, conditions or warranties are excluded.
 - 10.2. SmartMobile shall not be under any liability (including liability for negligence) for any loss or damage or injury to the customer whatsoever no matter when or how arising out of the provision of the services or otherwise, whether direct or indirect, consequential or contingent and whether foreseeable or not and in particular SmartMobile shall not be liable for any financial loss or loss of profits, loss of contracts, loss of business or goodwill.
 - 10.3. The customer indemnifies SmartMobile against any damage, cost or liability (including liability for SmartMobile's negligence) arising from the provisions of the services to the customer, its employees, directors and/or agents together with all legal costs relating to any claim arising there from.
 - 10.4. Under no circumstances will SmartMobile's liability, whether in contract or otherwise, exceed the sum of the total monthly subscription charges paid to SmartMobile by the customer.
 - 10.5. The customer indemnifies SmartMobile against any damage, cost or liability (including for SmartMobile's negligence) arising from any illness or personal injury or death suffered by the customer as a result of the use of the equipment, irrespective of when or how, and whether foreseeable or not, together with all legal costs relating to any claim arising there from.
 - 10.6. The customer acknowledges SmartMobile's right to inform third parties including, but without limitation, credit bureaus and regulatory authorities, of the customer's adherence to, or any breach by the customer of, its obligations in terms of this agreement, and the customer indemnifies SmartMobile in respect of any claim whatsoever arising from SmartMobile's exercising of this right.
- ## 11. CANCELLATION
- 11.1. The Customer has the right, in terms of the CPA, to cancel this agreement, by returning the unopened, unused equipment to SmartMobile within 5 business days after activation.
 - 11.2. In the event of cancellation by the customer, under the CPA or any other reason whatsoever, the customer irrevocably authorises SmartMobile to deduct, from the customer's designated bank account, the amount of R495.00 (three hundred eighty five Rand only) being costs incurred by SmartMobile in fulfillment of its obligations herein.
 - 11.3. The customer additionally acknowledges that, failure to return the equipment to SmartMobile in its original unopened, unused condition, the customer shall be liable to SmartMobile for the full replacement cost of the equipment as determined by SmartMobile in its sole discretion and such charges shall similarly be deducted from the customer's designated bank account.
 - 11.4. All deductions from the customer's bank account under this agreement shall bear the inscription **smartcoza**.
- ## 12. USE OF SERVICES VIA THE EQUIPMENT
- The customer acknowledges and agrees that it is aware and will stay aware of and shall at all times comply with all statutory or other regulatory provisions relating to wireless telegraphy and telecommunication services applying to the provision and use of the services via the equipment from time to time. In addition the customer shall:
- 12.1. Comply with any instructions issued by SmartMobile which concern the customer's use of the services, equipment or connected matters; and
 - 12.2. Provide SmartMobile with all such necessary information that SmartMobile may reasonably require; and
 - 12.3. Only use equipment that is supplied by and/or approved for any use with the system by SmartMobile in writing.
- ## 13. SUSPENSION/DISCONNECTION OF SERVICES
- 13.1. SmartMobile and/or the Networks may from time to time without notice suspend the services (and at SmartMobile and/or the Networks discretion disconnect the equipment from the system) in any of the following circumstances:
 - 13.1.1. During any technical failure, modification or maintenance of the system provided that SmartMobile and/or the Networks will use its reasonable endeavours to procure the resumption of the services as soon as reasonably practicable; or
 - 13.1.2. If the customer fails to comply with any of the terms and conditions of this agreement (including any credit limit set by SmartMobile and/or failure to pay any amounts due) until the breach (if capable of remedy) is remedied, or does, or allows to be done, anything which in SmartMobile's opinion may negatively affect the operation of the services.
 - 13.1.3. Notwithstanding any suspension of the services under this clause, the customer shall remain liable for all changes due hereunder throughout the period of suspension unless SmartMobile at its sole discretion determines otherwise in writing.
 - 14.1. In the event that the customer breaches any term of this agreement or any warranty given by it hereunder or fails to fulfil any obligation resting upon it, then without prejudice to SmartMobile's other rights in terms of this agreement or the common law, SmartMobile may either terminate this agreement or call for specific performance of all the customer's obligations and immediate payment of all sums owing by the customer, whether or not then due, in either event without prejudice to SmartMobile's right to recover such damages as it may have suffered by reason of such breach or failure.
 - 14.2. Notwithstanding the afore going and pending SmartMobile's election in terms of this clause, SmartMobile shall not be obliged to perform any of its obligations under this agreement and the customer shall remain liable for the payment of all amounts owing by the customer in terms of this agreement whether or not such amounts are then due.
 - 14.3. SmartMobile may, without notice, terminate this agreement immediately in any of the following circumstances:
 - 14.3.1. If the customer fails to pay any amount owing to SmartMobile on due date; or
 - 14.3.2. If the customer makes or offers any arrangement or compromises with its creditors or commits any act of insolvency or if any petition or application for sequestration, liquidation, winding-up or judicial management is presented by or made against the customer, or if any resolution to wind-up the customer is passed or if a receiver, trustee or curator is appointed over the whole or any part of the customer's assets or estate or if SmartMobile anticipates that any of the events as set out in this clause are imminent; or
 - 14.3.3. If the customer does or allows to be done anything which in SmartMobile's opinion will or may have the effect of negatively affecting the operation of the services; or

- 14.3.4. If any license to operate or use the system is revoked, terminated or modified for any reason either in whole or in part; or
 - 14.3.5. If, for any reason, the Networks ceases to make the system available to SmartMobile or the services are substantially reduced for a continuous period exceeding 60 (sixty) days.
 - 14.4. Upon termination of this agreement SmartMobile shall disconnect the equipment and SIM card from the Network system.
 - 14.5. After disconnection of the equipment from the system consequent upon termination of this agreement, the customer shall pay on demand all charges outstanding at the time of disconnection, including the balance of the monthly subscription charges as described in clause 4.
 - 14.6. Notwithstanding any termination of this agreement and notwithstanding the provisions of clause 13, SmartMobile may refuse to re-register its registration of the Mobile Subscriber Integrated Services Digital Network (MSISDN) number allocated to the customer.
- ## 15. ASSIGNMENT
- The customer shall not cede, assign, transfer, encumber or delegate any of its rights or obligations in terms of this agreement to any third party without SmartMobile's prior written consent. SmartMobile shall be entitled, at any time, to cede, assign, transfer, encumber or delegate any of its rights, title, interest or obligations in terms of this agreement to any third party without the customer's consent and if, for any reason whatsoever, the consent of the customer may be required, the customer shall be deemed to have consented thereto in terms of this agreement.
- ## 16. EXCUSABLE EVENTS
- SmartMobile shall not be liable to the customer for any breach of these terms and conditions or failure on SmartMobile's part to perform any obligation as a result of the technical problems relating to the system, termination of any license to operate or use the system, acts of God, Government control, restrictions or prohibitions or any other Government act or omission, whether local or national, act or default of any supplier, agent or sub-contractor, industrial disputes of any kind or any other similar cause beyond SmartMobile's control.
- ## 17. VARIATION OF CHARGES AND TERMS
- 17.1. SmartMobile may vary all or any of its charges (including but not limited to the charges described in clause 4 of this agreement, any charges in respect of benefits provided to customers and in respect of value added services) by publishing an amended tariff, such variation to have immediate effect unless otherwise stipulated therein.
 - 17.2. SmartMobile reserves the right to vary the terms and conditions of this agreement at its sole discretion, whether as a result of new legislation, statutory instruments, Government regulations or licenses, amendments to the standard terms and conditions of the Networks, any similar event, or not. SmartMobile, at its sole discretion, may elect to notify the customer of any such variation in writing or to publish such variation at its principal place of business.
 - 17.3. SmartMobile reserves the right, without cost or penalty to itself, to alter any name, code or number allocated by SmartMobile from time to time for use in connection with the services and the customer indemnifies SmartMobile and/or the Networks against any liability arising from such alteration.
- ## 18. RELAXATION
- No latitude, extension of time or other indulgence which may be given or allowed by either party to the other party in respect of the performance of any obligations hereunder, and no delay or forbearance in the enforcement of any right of either party arising from this agreement, and no single or partial exercise of any right by either party under this agreement, shall in any circumstances be construed to be an implied consent or election by such party or operate as a waiver or a notation or otherwise affect any of the party's rights in terms of or arising from this agreement or stop or preclude any such party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term of this agreement.
- ## 19. NOTICES AND DOMICILIA
- The customer chooses, as its domicilium citandi et executandi, the address set out in the credit application and service agreement, or such other address of which the customer may notify SmartMobile in writing not being a post office box or poste restante. All notices given in terms of this agreement shall be in writing.
- ## 20. COSTS
- 20.1. The customer shall repay to SmartMobile on demand all costs associated with the customer's failure to comply with the terms and conditions of this agreement or the cancellation hereof, including without limitation:
 - 20.2. Costs associated with failed and/or disputed debit order collection attempts
 - 20.3. All legal costs including costs in connection with the tracing of the customer
 - 20.4. Collection commission that may legally be recovered from the customer by SmartMobile's attorneys or collection agents on amounts collected.
 21. **CONSENT TO JURISDICTION**

The customer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of any action by SmartMobile arising from this agreement or the cancellation thereof. This consent does not oust the jurisdiction of any other competent Court and SmartMobile shall be entitled, in its discretion, to institute action against the customer in any Court of competent jurisdiction. The parties agree that this consent is severable and shall apply even in the cancellation of this agreement.
 22. **SEVERABILITY**

In the event of any one or more of these terms and conditions being unenforceable, same will be deemed to be severable from the remainder of this agreement, which will nevertheless be binding and enforceable.
 23. **WHOLE AGREEMENT**

This agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties save and accept for the provisions of clause 16 above.
- ## 24. GENERAL
- 24.1. The customer hereby consents to SmartMobile conducting an investigation into the creditworthiness of the customer utilising the information contained on the front page hereof, which information the customer warrants is true and correct, and such information forms the basis of this agreement. The customer agrees that should such information turn out not to be correct in all respects, SmartMobile shall be entitled to immediately and without prejudice to any other rights that SmartMobile may have to terminate this agreement and the customer agrees to hold SmartMobile harmless in such an event. The customer hereby agrees that SmartMobile may, in addition to any of its rights in terms of this agreement or otherwise, list any default information on the customer with any credit information bureau.
 - 24.2. The customer agrees to the disclosure by SmartMobile to any third party, of any information pertaining to the customer or this agreement, to the extent that such disclosure is necessary for the conduct of SmartMobile's business, or is required by any relevant law, statute, regulation or license.
 - 24.3. Where SmartMobile is represented by any duly authorised representative, his/her authority need not be proved.
- ## 25. CUSTOMER DECLARATION:
- I declare that:
- 25.1. I have read through the contract and understand and accept the terms and conditions set out therein;
 - 25.2. I will be able to satisfy in a timely manner all of my financial obligations including all credit agreements to which I am a party
 - 25.3. I generally understand that, prior to the signature of this Agreement, I have the right to request SmartMobile for further clarification in the event that any aspects of my risk, the costs and my obligations under this Agreement are not fully understood and appreciated by me
 - 25.4. In light of 25.3 above, I am able to now declare that I generally understand and appreciate my risk, costs and obligations under this Agreement
 - 25.5. I fully and truthfully answered any request for information by SmartMobile as part of the assessment required for this Agreement and acknowledge that it is a complete defence to an allegation that this Agreement was reckless if it is established that I failed to fully and truthfully answer any request for information in relation to this Agreement
 - 25.6. I am not in the process of being declared over-indebted by a debt counsellor or any court and am not in the process of applying to any debt counsellor or competent court for an order declaring me over-indebted
 - 25.7. I am not currently under administration, nor am I in the process of instituting an application for an administration order
 - 25.8. I am not an emancipated minor, nor have been declared mentally unfit by any competent court
 - 25.9. A copy of this entire Agreement has been made available to me
- ## 26. DEBIT ORDER MANDATE:
- 26.1. I hereby authorise SmartMobile to draw against my account with my nominated bank referred to in my application (or any other bank or branch to which I may transfer my account) the amount necessary for payment of the monthly commitment due in respect of this agreement or any future indebtedness I may incur with SmartMobile under this Agreement.
 - 26.2. All such withdrawals from my bank account by SmartMobile shall be treated as though they had been signed by me personally. Should my account fall in arrears or any periodical instalment be returned by my bank on the basis of insufficient funds in my account, then I hereby authorise SmartMobile to increase my monthly instalment to recover the arrears within the contract period or to collect this amount in partial amounts which amounts may be deducted from my account from time to time.
 - 26.3. I explicitly authorise SmartMobile to change the payment date to coincide with my salary payment date and to utilise the functionality of tracking supported on the EDO Payment Stream.
 - 26.4. This authority may be cancelled by me by giving SmartMobile 30 (thirty) days' notice in writing, sent by prepaid registered post, but I understand that I shall not be entitled to any refund on amounts which SmartMobile has withdrawn while the authority was in force if such amount were legally owing to SmartMobile. I acknowledge that cancellation of this authority after activation could result in SmartMobile suspending the service and all cancellation costs will be for my account.
 - 26.5. Receipt of this instruction shall be regarded as receipt thereof by my bank (whichever it is or will be).
 - 26.6. I acknowledge that this authority may be ceded or assigned to a third party if the basis for my indebtedness recorded herein is also ceded or assigned.