



Air-Now Terms and Conditions (“Terms and Conditions”)

Terms and Conditions – 1 April 2026

Introduction

- 1.1 Air-Now is a service that allows subscribers to the Old Mutual Connect Network (“Subscribers”) to receive airtime now and only pay for it later when they purchase airtime again on the Old Mutual connect Network (the “Service”).
- 1.2 The Service is made available to Old Mutual Connect Subscribers through the acceptance and usage of the Service, subject to the terms and conditions set out herein.
- 1.3 It is important that these terms and conditions are read through carefully before using the Service. Personal Information will be stored, processed, and only used by Old Mutual for the purpose as set out below.
- 1.4 All prices and usage rates advertised are inclusive of VAT unless otherwise stated.

2. Interpretation

The words and phrases listed below shall bear the following meanings in these terms and conditions unless specified otherwise.

- 2.1 “CPA” means Consumer Protection Act 68 of 2008.
- 2.1 “Network Operator” means any party licensed to install, operate, and maintain a cellular telephone network in South Africa.
- 2.2 “Personal Information” means all information relating to an identifiable, living, natural person and that can be used on its own or with other information to identify, contact or locate a person or to identify the person in context;
- 2.3 “Push Notification” shall mean an automated message sent by an application to a user when the application is not open;
- 2.4 “Service Access Fee” means a flat fee of R0.80 (eighty cents) will be charged by Old Mutual Connect for each Air-Now transaction. The Service Access Fee covers a combination of the third party, bearer access, arranging, operating, maintenance software and hardware costs that are required for the provision of the Service.
- 2.5 “USSD” shall mean Unstructured Supplementary Service Data and is a protocol used by Global System for Mobile Communications (GSM) cell phones to communicate with their service provider’s operating system via text messages.

Any reference in these standard terms to the singular includes the plural and vice versa, any reference to persons includes both natural and juristic persons and any reference to a gender includes the other genders.

Any clause headings inserted into these terms and conditions have been inserted for convenience only and shall not be considered in interpreting the terms and conditions.



Words and expressions defined in any other part of these terms and conditions shall, for the purposes of that part, bear the meaning assigned to such words and expressions in that part.

To the extent that any provision of this Agreement conflicts with any law, then to the limited extent of such conflict, such provision shall be severed from this Agreement without affecting the enforceability of the remainder of its terms.

3. Requirements to Qualify for the use of the Service.

3.21 The Service is only available to Subscribers who have fulfilled the qualifying criteria as set out below:

3.2.1 Subscribers must have been active on the Old Mutual Connect Network for a period of 90 days or longer;

3.2.2 Subscribers must have a minimum cumulative recharge of R30 during the 90 days preceding the utilisation of the Services; and

3.2.3 Subscribers must have repaid their previous Air-Now bundle and Service Access Fee in full.

("Qualifying Criteria")

3.2.4 Non-qualifying customers will be eligible to use the Services once they have met the Qualifying Criteria set out above.

3.2.5 Only certain airtime values/ denominations are available through the Service.

3.2.6 Subscribers will be presented with the airtime amounts that they are authorised to receive, based on their recharge, and Air-Now repayment behaviour in accordance with criteria determined by Old Mutual from time to time at its sole discretion.

3.2.7 Air-Now bundles will be seen as a normal recharge in the Subscriber's account.

3.2.9 To provide the Service to Subscribers, Old Mutual will process and store their personal information in line with the Old Mutual Privacy Notice, to assess their behaviour in respect of mobile services and provide the subscriber with Air-Now airtime offers as part of the Services.

3.2.10 For purposes of clarity, the Subscriber's personal information is used to determine whether a Subscriber meets the Qualifying Criteria and which Air-Now bundles that they can get. In his regard, the following information will be processed by Old Mutual;

3.2.10.1 Subscriber connection activity and history.

3.2.10.2 Subscriber recharge history and recharge values and service types.

3.2.10.3 Subscriber usage of Data, Voice, and SMS Services.

3.2.10.4 Repayment history of Air-Now bundles.



4. Repayment Requirements

- 4.1 The total amount payable by the Subscriber will be the Air-Now bundle value together with the Service Access Fee ("Total Amount").
- 4.2 The Subscriber must pay for the Service (i.e., the Total Amount) by loading more airtime.
- 4.3 When the Subscriber recharges his/her account, the Total Amount will automatically be deducted and allocated to Air-Now advance repayment.
- 4.4 Should the Subscriber recharge with a lower airtime amount than that of the Total Amount, the full amount of the recharge will be deducted and offset against the balance until the full balance has been paid.
- 4.5 A Subscriber will not be allowed to have more than 1 Air-Now bundle at a time. The Subscriber will have to repay the Total Amount first before being allowed to access the Air-Now Services again.
- 4.6 A subscriber must repay the Total Amount within calendar days. The Subscriber will receive a SMS indication that the amount is overdue and Old Mutual reserves the right to suspend the subscriber's account if the Total Amount is not settled within 45 days and may de-activate the Subscriber's account after 60 calendar days if not settled.
- 4.7 Subscribers that have not yet repaid the Total Amount and who wishes to port their number to another Network Operator, will be required to first settle the Total Amount before they are able to port.

5. Air-Now use

- 5.1 The airtime provided with the Service can be used for data, voice calls and send SMSs and/or buy data, voice or SMS bundles, and can be used for any premium-rated content or services.
- 5.2 The Subscribers may not transfer the Air-Now bundle or any part thereof to another subscriber on the Old Mutual Connect Network.

6. General

- 6.1 Old Mutual may amend, modify, or otherwise change these terms and conditions and the amended version will be displayed in the same way as the terms and conditions.
- 6.2 By continuing to participate in and/or purchase the Service, you agree and understand that you will be bound by the amended terms and conditions.
- 6.3 Old Mutual, and/or any of their agents, directors, suppliers, affiliates, members, or employees shall not be responsible in any way for claims, loss, or damage (either direct or indirect, consequential, or otherwise), arising from the Subscribers' use of the Services.
- 6.4 Old Mutual and its suppliers shall not be liable in the event that, for any reason whatsoever, the Air-Now Service is not available, or the Subscriber experiences any technical issue arising from the use of the Service.
- 6.5 Old Mutual has the right to withdraw or shorten the duration of the Service or amend the Access Fee in their sole discretion and absolute discretion and will notify the Subscribers if it chooses to do so.



6.8. Should a Subscriber have received messages from Old Mutual Connect, and wishes to change their message preferences, the Subscriber may undertake any of the following:

6.8.1 Reply STOP to OPT OUT when an SMS is received;

6.8.2 Push Notifications can be turned off in the application; or

6.8.3 USSD Opt Out.