

CELL C LIMITED

Waterfall Campus
Cnr Maxwell Drive and Pretoria Main Road
Buccleuch, Ext 10, 2090

Private Bag X36, Benmore, 2010
Johannesburg, South Africa

T +27 (0)84 174 4000

F +27 (0)84 167 6598

W www.cellc.co.za

Registration Number: 1999/007722/06

Terms and Conditions of the Cell C Free Wi-Fi:

What is Wi-Fi?

Wi-Fi is short for “Wireless Fidelity”, and is a means by which devices can access the internet or other network based services without the need for a network or modem cable.

Terms of Use

By logging on and making use of the Cell C Free Wi-Fi service (the “**Service**”) you accept and acknowledge that you have read and understood these terms and conditions, and agree to be bound by these terms and conditions.

(*) The Service is provided by the property owners at their sole and absolute discretion. Your access to the Service may be blocked, suspended, interrupted and/or terminated at any time for any reason whatsoever.

(*) You agree not to use the Service for any purpose that is unlawful or otherwise prohibited and you are fully responsible for your use.

(*) The Service is provided on an "as is" basis without any warranties, representations and/or undertakings of any kind, either express or implied. The Service is available free of charge and allows a user to connect via Wi-Fi to the internet.

By making use of the Service and agreeing to these terms and conditions, you further agree to the Guest Wi-Fi Wireless Networking Acceptable Use Policy (the “**Policy**”) as set out below:

Cell C is offering this Service according to this Policy as a free, public service to its visitors. All users of this Service hereby agree to the terms of this Policy. Cell C does not guarantee the provision of the Service and/or specific rates of speed. Cell C also have no control over information obtained through the Internet and will not be held responsible for the content, the accuracy thereof, and/or the reliance on such content obtained as a result of the use of the Service. Use of the Service is at all times subject to the user’s own risk.



Cell C reserve the right to remove, block, filter, and/or restrict by any other means, any material that, in our sole and absolute discretion, may be illegal, may subject us to liability, and/or may violate this Policy. Cell C may cooperate with legal authorities and/or third parties in the investigation of any suspected or alleged crime or civil wrong in connection with your use of the Service. Violations of this Policy may result in the suspension and/or termination of access to the Service or other resources, or other actions as detailed below.

Limitations of Wireless Network Access:

Cell C are not liable for any damage, undesired resource usage, or detrimental effects that may occur to a user's device and/or software while the user's device is attached to the Service. The user is responsible for any actions taken from his or her device, whether intentional or unintentional, that damage or otherwise affect other devices or users of the Service. The user hereby releases Cell C and holds it harmless from any liability of whatsoever nature in respect of any loss, damage, security infringement, and/or injury which the user may sustain as a result of being allowed access to the Service. The user agrees to be solely responsible for any such loss, infringement, damage, injury and/or any costs associated therewith.

Terms of Service:

By registering and using this Service the user agrees to comply with and to be legally bound by the terms of this Policy. If this Policy or any terms and conditions of the Service are unacceptable or become unacceptable to the user, the user's only right shall be to terminate his or her use of the Service.

Lawful Use:

The Service may only be used for lawful purposes and in a manner which Cell C believe to be consistent with the rights of other users. The Service shall not be used in a manner which would violate any law or infringe any copyright, trademark, trade secret, right of publicity, privacy right, or any other right of any person or entity. The Service shall not be used for the purpose of accessing, transmitting, or storing material which is considered obscene, libellous or defamatory. Illegal acts may subject users to prosecution by the authorities. We may bring legal action to enjoin violations of this Policy and/or to collect damages, if any, caused by violations.

The user specifically agrees to the following conditions:

The user will use the Service only as permitted by applicable local, provincial, national, and International laws. The user will refrain from any actions that we consider to be reckless, negligent and/or malicious.



The user will not send any email communication containing viruses or any other malicious or damaging software. The user will run appropriate anti-virus software to remove such damaging software from his or her computer or device. The user will not access web sites which contain material that is grossly offensive to Cell C, including clear expressions of bigotry, racism, or hatred. The user will not access web sites which contain material that defames, abuses, or threatens others.

Changes to Service:

Cell C reserves the right to change the Service offered, the features of the Service offered, or its system without notice to the user

General:

It is important that you understand that all users indemnify Cell C and its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from your use the Service.

Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to make use of the Service, you agree and understand that you will be bound by the amended terms and conditions.



FAQs:

Are there any data usage limits?

Users will be allocated with Wi-Fi data on a daily basis. Once this freed Wi-Fi data is depleted, users will be prompted to view promotional material. Users will be allocated additional Wi-Fi data once the promotional material has been viewed in its entirety.

Are my credit card details secure when I pay online?

Yes. When you enter your credit card details, you're connected by an encrypted and secure payment gateway, direct to the credit card payment processing company. Your credit card details are not stored.

Will my device work with your system?

Wi-Fi supports any device that has a Web Browser. You need to sign in to our Portal for the Service and to be able to access the Internet. This sign in process is achieved through the User Experience Portal.

Devices such as: Smartphones, Laptops and Tablets are absolutely fine to use with our service. We do not offer support for such devices as Xbox or smart TV's.
