

CELL C PINNACLE (2018) PACKAGES TERMS AND CONDITIONS

1. The Pinnacle packages are available on both Postpaid and TopUp for new and existing customers.
2. All standard terms and conditions of Cell C Ltd and Cell C Service Provider Company (Pty) Ltd apply. These can be found at <http://www.cellc.co.za/terms-and-conditions> or at a Cell C store.
3. Customers who take out a SIM only Pinnacle package deal have a choice between a Month to Month and a 24-month contract length.
4. Pinnacle Packages comprising of both a handset and SIM card are available on 24 (twenty-four) month contracts only.
5. Customers are allowed to create their own deals by selecting their preferred Pinnacle package, handset and contract term. Please note that if you choose a Pinnacle package which includes a handset, you must take a 24 (twenty-four) month contract and you will not be allowed to choose your contract term.
6. All prices and usage rates advertised include VAT, unless otherwise stated.
7. A once-off SIM and Connection Fee of R199 will be charged for new activations.
8. The Pinnacle packages will be available through all Cell C sales channels. Visit <http://www.cellc.co.za> to locate your nearest Cell C store.
9. The following PINNACLE packages are available on Postpaid and TopUp for new and existing customers.

Table 1. Pinnacle (2018) Postpaid Plans

Name	Pinnacle 500MB	Pinnacle 1GB	Pinnacle 1.5GB	Pinnacle 3GB	Pinnacle 6GB	Premium 10GB	Premium 15GB	Premium 25GB
Subscription	R 155	R 239	R 345	R 525	R 729	R 1 049	R 1 569	R 1 839
Inclusive Value								
Data	500MB	1GB	1.5GB	3GB	6GB	10GB	15GB	25GB
Any-net Minutes (min)	90	120	210	240	300	3000	3000	5000
SMS	90	120	210	240	300	3000	3000	3000
Tariff Plan Rates								
Voice	R 1.60	R 1.60	R 1.60	R 1.30	R 1.30	R 1.30	R 1.05	R 1.05
SMS	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55
Data	R 0.99	R 0.99	R 0.99	R 0.79	R 0.79	R 0.79	R 0.69	R 0.69

Table 2. Pinnacle (2018) TopUp Plans

Name	Pinnacle 300MB TopUp	Pinnacle 500MB TopUp	Pinnacle 1GB TopUp	Pinnacle 1.5GB Top Up	Pinnacle 3GB TopUp
Subscription	R 75	R 155	R 239	R 345	R 525
Inclusive Value					
Data	300MB	500MB	1GB	1.5GB	3GB
Any-net Minutes (min)	30	90	120	210	240
SMS	30	90	120	210	240
Tariff Plan Rates					
Voice	R 1.60	R 1.60	R 1.60	R 1.50	R 1.30
SMS	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55
Data	R 0.99	R 0.99	R 0.99	R 0.99	R 0.79

10. The cost of the customised Pinnacle package will depend on the handset chosen by the customer.
11. New and existing customers signing up for the Pinnacle packages qualify for the Pinnacle Postpaid and Top Up packages, subject to standard credit vetting processes and business rules.
12. The Pinnacle packages, Postpaid and TopUp, are available to all new and existing customers.
13. The first month's subscription and use of inclusive benefits (minutes/SMS/data) will be pro-rated depending on the date of activation of the package; thereafter the benefits will be credited monthly on the 1st of every calendar month.
14. The inclusive minutes can be used for calls, including Wi-Fi Calling, to any local network in South Africa but cannot be used for International Calling and Roaming and premium rated or special number calls.
15. There is no carryover of any unused voice minutes, SMS or data from month to month. Any unused value will be forfeited.
16. The billing increment will be per second billing from the 1st second for a voice call and 25KB for data increments.
17. Data bundles purchased will be charged at the applicable data bundle rates and added to the customer's monthly invoice as an additional charge or debited against airtime for TopUp.
18. The existing International Calling and Roaming rates will apply. International Calling and Roaming will be charged as out of bundle usage and added to the customer's monthly invoice.

19. International SMS/MMS, Premium Rated SMS/MMS or any other Value-Added Services subscription services or bundle purchases will be charged as out of bundle usage and added to the customer's monthly invoice.
20. Community Service Telephones, Low Cost Routing and WASPs/Premium Rated Services will be billed at applicable out of bundle rates.
21. Cell C will not be liable for charges incurred where the subscriber dials non-qualifying numbers.
22. Data consumption while roaming internationally will not be extracted from the inclusive airtime value or any bundles purchased. Data roaming rates will apply and will be charged as out of bundle usage.
23. All out of bundle usage for Postpaid customers will be added to the customer's monthly invoice.
24. TopUp customers on the Pinnacle packages will only have access to all services billed out of bundle if they have sufficient airtime in their airtime wallet.
 - a. Value Added Services activated at point of sale can be added to the customer's monthly invoice as per customer's request.
25. Upward and downward migrations to and from the Pinnacle packages is allowed.
 - a. Migration fees may apply.
 - b. Monthly device subscription will be carried over.
26. Where the customer has fully depleted the inclusive value before end of the month, the following out of bundle rates will apply:

Table 3. Pinnacle (2018) Out-of-Bundle Rates

Name	Pinnacle 500MB	Pinnacle 1GB	Pinnacle 1.5GB	Pinnacle 3GB	Pinnacle 6GB	Premium 10GB	Premium 15GB	Premium 25GB
Voice	R 1.60	R 1.60	R 1.60	R 1.30	R 1.30	R 1.30	R 1.05	R 1.05
SMS	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55
Data	R 0.99	R 0.99	R 0.99	R 0.79	R 0.79	R 0.79	R 0.69	R 0.69

Table 4. New Pinnacle Out-of-Bundle Rates

Name	Pinnacle 300MB TopUp	Pinnacle 500MB TopUp	Pinnacle 1GB TopUp	Pinnacle 1.5GB Top Up	Pinnacle 3GB TopUp
Voice	R 1.60	R 1.60	R 1.60	R 1.60	R 1.30
SMS	R 0.55	R 0.55	R 0.55	R 0.55	R 0.55
Data	R 0.99	R 0.99	R 0.99	R 0.99	R 0.79

27. Cancellation of your contract on one of the Pinnacle packages that you received through the Pinnacle Cash Back offer will not only include standard Cell C cancellation fees and penalties, but claw-back charges will also apply. Claw-back charges will include the depreciated value on the Value Card presented to the customer in terms of the Cash Back offer, all remaining device costs and any migration fees. Visit the nearest Cell C store for more information on contract cancellation.
28. Clawback on devices and Cash Back will apply for 24 months.

UPFRONT PAYMENT

29. Upfront Payment is a payment mechanism that allows customers to pay for their services in advance
30. Upfront Payment will only be available through the Cell C Online channel, for specific deals, from 6 February 2019 to 31 March 2019. These deals may change from time to time.
31. Customers monthly subscription will be debited on the requested payment date
 - a. Monthly inclusive benefits will be credited on the 1st of the next month
32. Only credit card and other cards that support instant payment will be accepted for Upfront Payment
33. If payment fails, customers will be automatically migrated to the Hybrid Zero product
34. Hybrid Zero is a TopUp plan with no inclusive benefits. Customers will have to recharge with Airtime to make calls, send SMS's or use data. The out-of-bundle rates in Table 5 apply

Table 5. Hybrid Zero out-of-bundle rates

Voice	R 1.50
SMS	R 0.55
Data	R 0.99
MMS	R 0.55

35. All other Pinnacle business rules of the chosen deal/package will apply.

GENERAL

48. If a customer does not comply with these terms and conditions and/or the processes applicable, Cell C reserves the right to refuse the customer from taking up the Pinnacle offer
49. Cell C reserves the right to suspend the Pinnacle packages in its sole discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate its services.

50. Cell C has the right to withdraw or shorten the duration of Pinnacle packages in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C in this event.
51. 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. Cell C will notify you before Cell C amends or otherwise changes the terms and conditions. By continuing to make use of the Pinnacle packages, you hereby agree and understand that you will be bound by the amended terms and conditions.
52. Cell C may, at any time, withdraw the Pinnacle Packages with notice to you.
53. Cell C may, at any time, amend the construct of the Pinnacle Packages (monthly subscription, inclusive benefits and/or out of bundle rates) with notice to you.
54. Cell C and any of its agents, directors, affiliates, members or employees shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of any of the Pinnacle packages.
55. Standard RICA processes and business rules apply. These processes and business rules can be found at <http://www.cellc.co.za/about/rica>