

Cell C SMARTDATA Terms and Conditions

Last Update: October 2023

1. It is important that you understand and agree to these Terms and Conditions before you purchase the available SmartData plans.
 2. **IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS OFFER. YOUR CONTINUED PARTICIPATION IN THE OFFER WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**
 3. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited (together, "Cell C") apply, which Terms and Conditions can be found at: <https://www.cellc.co.za/cellc/terms-conditions> All prices and usage rates advertised are inclusive of VAT, unless otherwise stated.
 4. Standard RICA rules and processes apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.
 5. The SmartData plans are available on Postpaid, TopUp and Month-to-Month for new and existing customers.
 6. The Price-plans comprise of Anytime Data and Nite Data.
 7. Customers signing up for the SmartData plans (new and existing) must meet the credit vetting rules as determined by Cell C.
 8. Existing Postpaid and TopUp customers that are due for an upgrade shall be allowed to upgrade to the SmartData plans.
 9. A once-off SIM and Connection Fee of R199 will be charged for new activations.
 10. SIM only SmartData deals are available on Month-to-Month, 6-, 12-, 18- and 24-month contract terms.
 11. SmartData plans comprising of both a device and SIM card are available on 24- and 36-month contract only.
 12. Customers are allowed to create their own deals by selecting their preferred plan, Device, and contract term. Please note that if you choose a deal (i.e., SIM card and device), you must take a 24- or 36-month contract and you will not be allowed to choose a different contract term.
 13. The total monthly subscription of a customised deal will depend on the plan and handset chosen by the customer.
 14. The SmartData plans will be available through all Cell C sales channels. Visit <https://www.cellc.co.za/cellc/store-locator> to locate your nearest Cell C store.
 15. The first month's inclusive benefits (data) and monthly subscription fee will be pro-rated depending on the date of activation of the package; thereafter the inclusive benefits will be loaded monthly, in full on the 1st of every calendar month and the standard/full monthly subscription fee will be charged.
 16. The inclusive Anytime Data can be used for Internet access at anytime of the day. Nite data is applicable for use from 00:00 to 04:59:59 daily.
 17. Data charges related to out-of-bundle usage will apply by default. Customers can use the out-of-bundle Spend Control features in the Cell C app and / or portal (<https://www.cellc.co.za>) and / or the *147# USSD menu to manage their out-of-bundle charges.
 18. There is a 1-month carryover of any unused inclusive data.
 19. The SmartData Tariff may be used for non-data usage if the SIM is inserted into a handset. Non-Data usage shall include SMS, voice calls and MMS.
 20. Non-Data usage (Voice, SMS and MMS) shall be billed as per the Customer's tariff plan rates.
 21. Data consumption while roaming internationally will not deplete from the inclusive value or any bundles purchased. Data roaming rates will apply and will be charged as out-of-bundle usage.
-

22. All out-of-bundle usage charges for Postpaid customers will be added to the customer's monthly invoice.
 - a. These charges will be added to the customer's bill subject to i) the customer having available spend limit; and ii) the customers self-selected Spend Control settings.
23. All out of bundle usage charges for TopUp customers will be charged to available airtime (customers must have sufficient airtime in their airtime wallet to make use of such services).
24. Value Added Services activated at point of sale or added to the customer's bill at any point in time thereafter via Cell C self-service channels and / or via Cell C Customer Care will be included in the customer's monthly invoice as per customer's request.
25. Upward and downward migrations within the Cell C SmartData price plans are allowed, subject to the following provisions:
 - a. The remaining device commitment fee will be carried over upon migration;
 - b. The monthly device fee portion of the total monthly subscription fee will be carried over to the new plan upon migration, and added to the applicable plan monthly subscription fee; and
 - c. Existing inclusive benefits on the old plan will be forfeited upon migration.
26. Standard Cell C Terms and Conditions for Transfer and Rollover apply in the context of any additional SmartData bundle purchased, terms and conditions can be found at <https://www.cellc.co.za/cellc/terms-conditions>.
27. Upon the lapse of your contract term, your account will default to month-to-month.
28. Cancellation of your contract is subject to standard Cell C cancellation terms and conditions which can be found at <https://www.cellc.co.za/terms-and-conditions>, under individual or corporate subscriber terms and conditions. Cancellation fees and penalties will include all remaining device costs and any applicable cancellation fees. Visit the nearest Cell C store for more information on contract cancellation.

Use of your Personal Information and Direct Marketing

29. You warrant and guarantee that all personal information supplied by you to Cell C in the application for the SmartData plan is true and correct.
 30. By accepting these Terms and Conditions, you understand and acknowledge that Cell C, their affiliate companies, their service providers, suppliers and partners ("Group") are required to comply with the provisions of the Protection of Personal Information Act of 2013 ("POPIA") to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).
 31. For purposes of this, you confirm, agree, understand, acknowledge that by accepting these Terms and Conditions, –
 - a. You disclose and provide your Personal Information to the Group voluntarily and consent and authorise the Group to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C's Privacy Policy accessible by you on Cell C's website (<https://www.cellc.co.za>) ("**Privacy Policy**");
 - b. you agree to immediately inform the Group in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to the Group; and
 - c. you agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, understood and agreed to as part of your application for the SmartData Plan.
 32. In order to fulfil the obligations set out in these Terms and Conditions, Cell C will process your personal information. Such processing may include sharing personal information with:
 - a. the Group, FNOs and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Cell C SmartData plan services and devices to you;
 - b. either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness (before Cell C accepts your application for the SmartData plan) and for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to these Terms and Conditions;
-

- c. attorneys and/or debt collection agencies if you breach these Terms and Conditions.
33. As and when necessary, you agree and consent to be contacted by Cell C in respect of their direct marketing campaigns in relation to similar and/or related products and/or services, which contacts will be in accordance with the terms and conditions of the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") as amended and the CPA regulations and POPIA, including the provisions relating to the direct marketing registry.
34. You can ask Cell C to stop marketing to you (opt-out) at any time. You may register a block on marketing from the Group.
35. You are entitled to withdraw your consent for using your personal information under clauses 31 and 33 above on written notice or notice in any other recorded form to Cell C. In the event you decide to withdraw your consent the Group will not be able to use your information for the purposes listed under clauses 31 and 33 to the extent that you withdraw your consent from the date your withdrawal notice is received.

General

36. 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 SmartData offer.
37. Cell C reserves the right to suspend the SmartData plans in its sole and absolute 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.
38. Cell C has the right to withdraw or shorten the duration of the SmartData plans and / or the accompanying Bundle Promotion 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.
39. Cell C may amend, modify and/or otherwise change these terms and conditions in its sole and absolute discretion from time to time, with reasonable notice. The amended version will be posted at <https://www.cellc.co.za/terms-and-conditions> or may be displayed in any other media as may be communicated to you.
40. By continuing to use the Tariff Plan, you agree and understand that you will be bound by these terms and conditions as amended from time to time. Please note however that it is your responsibility to review these terms and conditions regularly. Any changes to the terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.
41. All Premium rated voice calls, SMSs, MMSs, and Internet usage will be charged for at the applicable rate.
42. The SmartData plans and any benefits can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits.
- 43. Cell C and any of its agents, directors, affiliates, members, or employees (each an "Indemnified Person") shall not be responsible in any way for claims, loss, or damages (either direct, indirect, consequential, or otherwise), arising from customers' use of the product. Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –**
- a. any damage, loss liability, costs, or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the product or your use of the product, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and**
 - b. any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any license to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes, or any other cause beyond Cell C's reasonable control.**
-