

# CELL C E-RATE APPLICATION FORM

**Please tick:**

- Public School as defined in the South African Schools Act, 84 of 1996; or
- Public further education and training institution as defined in the Further Education and Training Act, 98 of 1998

(together referred to as "School" or "School's")

1. Name of School: \_\_\_\_\_
2. School's national Education Management Information System ("EMIS") number : \_\_\_\_\_
3. School's physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Suburb: \_\_\_\_\_  
City/ Town: \_\_\_\_\_  
Postal code: \_\_\_\_\_
4. School's physical address: \_\_\_\_\_  
Suburb: \_\_\_\_\_  
City/ Town: \_\_\_\_\_  
Postal code: \_\_\_\_\_
5. Name of your School's contact person: \_\_\_\_\_
6. Contact person telephone number: \_\_\_\_\_
7. Contact person cell number: \_\_\_\_\_

8. Are you submitting an application for a :

**8.1 Prepaid application with Cell C**

- 8.1.1 Please attach the following documentation to this application form:
- 8.1.1.1 Annexure "A";
  - 8.1.1.2 Annexure "B";
  - 8.1.1.3 ID Copy of the Principal;
  - 8.1.1.4 Proof of address of the School;
  - 8.1.1.5 Registration number; and
  - 8.1.1.6 School details and contact person.

**8.2 Postpaid application with Cell**

- 8.2.1 Please attach the following documentation to this application form:
- 8.2.1.1 Annexure "A" ;
  - 8.2.1.2 Annexure "B";
  - 8.2.1.3 Initialed Annexure "C";





8.2.1.4 Copy of ID for members of governing body who are authorizing the request.

At least 2(two) members of the governing body and Chairman;

8.2.1.5 3 (three) consecutive months bank statements of the School;

8.2.1.6 Letter from the Department of Education confirming School's existence; and

8.2.1.7 A Bank Guarantee in an amount to be determined by Cell C, if required;

8.2.2 Cell C Smartdata **POST-PAID** contract types – please tick which **POST-PAID** data contract the School is applying for:

Smartdata contract type	25MB	100MB	200MB	500MB	1G
Monthly subscription	R39	R100	R175	R245	R345
Inclusive MB	25MB	100MB	200MB	500MB	1024MB
Price per incl. MB	R1.50	R1.00	R0.88	R0.49	R0.34
Price per excess MB	R2.00	R2.00	R1.50	R1.35	R1.20
Tick the data bundle required					

*The options and prices noted above are part of the current Cell C offering. As an E-rate postpaid School your total monthly invoice will be discounted by 50% (fifty percent).*

*All Schools that have applied for a postpaid application shall have a threshold limit imposed on its relevant data contract, in terms of clauses 8 and 9 of Annexure "B". The threshold limit is a maximum per month rand value over and above the applicable contract limit that will be placed on the Schools account. Once the school has reached its threshold limit, it will not be able to connect to the internet, unless extra data is purchased directly from Cell C.*

9. The terms and conditions marked Annexure B and Annexure C have been read, accepted and agreed to by the School.

**If you wish to apply for a postpaid agreement please fill in the details below:**

**10. Credit/Cash/Trade reference**

Company name: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Company name: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

Company name: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_



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**ANNEXURE "A"**

**AFFIDAVIT**

I, Identity Number: ..... Principal of .....  
..... ("the School")  
certify that to the best of my knowledge the information detailed above is true and binding on the School.

Principal: .....  
(Please print name) (Please sign here)

Governing Body  
Chairperson: .....  
(Please print name) (Please sign here)

I CERTIFY that the deponent:

- (a) has acknowledged that he knows and understands the contents of this affidavit, that he has no objection to taking the oath and that he considers the oath binding in his conscience; and
- (b) has in due form sworn that the contents of this affidavit are true and has signed the same

Before me at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

**COMMISSIONER OF OATHS**

Name: Address:  
Capacity:

<p>Please list the numbers of the SIMs received</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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## ANNEXURE "B"

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

The following terms and conditions shall apply to any discounts granted in terms of Section 73 of the Electronic Communications Act Number 36 of 2005 ("the Act") to all public schools as defined in the South African Schools Act Number 84 of 1996 and public further education and training institutions as defined in the Further Education and Training Act Number 98 of 1998.

#### 2. DEFINITIONS

- 2.1 "AGREEMENT" - means the agreement between Cell C and the School comprising of the Cell C E-rate application form and corresponding Annexures;
- 2.2 "CELL C" - means Cell C (Proprietary) Limited, registration number: 1999/007722/07 and Cell C Service Provider Company (Proprietary) Limited registration number: 2001/008017/07;
- 2.3 "E-RATE DISCOUNT" - means a discount in terms of section 73 of the Act applicable only to Schools;
- 2.4 "SCHOOLS" - means for the purposes of this Agreement all public schools as defined and registered in terms of the South African Schools Act, 84 of 1996, and all public Further Education and Training Institutions as defined and registered in terms of the Further Education and Training Act, 98 of 1998 (together referred to as "the Schools Acts") or any other schools or training institutions that may be declared subject to E-Rate, and who have successfully completed the Cell C E-rate Application Form;

#### 3. TERMS AND CONDITIONS

- 3.1 By completing this request form the School accepts the terms and conditions as set out in this Agreement and its corresponding Annexures accepts that the E-rate discount may only be used by Schools and no other person may use or benefit from this service.
- 3.2 Notwithstanding any other right that Cell C may have in terms of Annexure "C" or in law, Cell C shall be entitled to suspend or revoke any E-rate discount or service rendered by it on the basis of the Cell C E-rate Application Form if:
- 3.2.1 any of the information provided in terms of this request form is incorrect or false or if the School, for whatever reason, is no longer registered in terms of the above-mentioned Schools Acts;
- 3.2.2 the principal, employees or members of the governing body of the School use the modem or e-rate discount for personal use; and
- 3.2.3 the School fails to make payment of any amounts due, owing and payable to Cell C by virtue of such application.
- 3.3 Cell C shall provide the School free of charge with at least 1 (one) Cell C GPRS Mobile USB Modem, model: FLY-E1 or any other modem that it in its sole and absolute discretion may choose to provide ("modem"). Cell C accepts no responsibility for any loss or damage sustained by the School as a result of Cell C's provision of the modem and makes no warranties with regard to the suitability of the modem for the School.
- 3.4 School's that have selected the Post-Paid option shall be charged as follows:
- 3.4.1 the E-rate discount on Cell C's monthly subscription charge of the relevant data packages only;
- 3.4.2 Cell C's standard data charges; and
- 3.4.3 no connection charges for internet access.
- 3.5 School's that have selected the Pre-Paid option shall be charged as follows:
- 3.5.1 The E-rate discount on all connection charges for internet access only; and
- 3.5.2 Cell C's standard data charges.
- 3.6 SMS messages and voice calls will be charged at standard rates and it is expressly noted that the School shall not be entitled to any discount in this regard and shall be liable to pay Cell C's standard rates.
- 3.7 No discount shall be granted on any special tariffs, any special discount packages or any special call packages to which the School subscribes or may subscribe to.





- 3.8 No migration will be allowed to and from E-rate.
- 3.9 In order for School's who have selected the Pre-Paid option to access the internet via the modem, Cell C Pre-Paid airtime must be purchased and loaded onto the SIM card. The recharge process is contained in the user guide that accompanies the modem.
- 3.10 A threshold limit in terms of clause 9 below is applicable to each Post-Paid data contract. A threshold limit is a maximum per month rand value over and above the applicable contract limit that will be placed on the School's account. Once the School has reached its threshold limit they will not be able to connect to the internet unless the School has purchased additional data from Cell C.
- 3.11 The following threshold limits shall apply to each contract type:

<b>Smartdata contract type</b>	25MB	100MB	200MB	500MB	1G
<b>Threshold applicable</b>	R 200	R 500	R 500	R 1500	R 5000

- 3.12 Cell C will provide once-off basic training in the use of the modem (if provided) and shall also provide the School with a user guide.
- 3.13 By completing the Cell C e-rate application form the undertaking contained herein will not replace any existing agreements between Cell C and the School.
- 3.14 The School hereby warrants that it shall inform Cell C of any deregistration in terms of the above-mentioned School's Act and Cell C reserves the right to verify from time to time the School's registration in terms of the School's Act.
- 3.15 The School warrants that it shall comply with all requirements stipulated in terms of the Regulation of Interception of Communications and Provision of Communication-Related Information Act ("RICA").
- 3.16 Cell C reserves its rights to re-claim, cancel or vary any modem or service rendered by it to the School in terms of this agreement in its sole and absolute discretion. The School agrees to be bound by such revisions without notice being given to it.
- 3.17 In order for the School to apply for the Post Paid option, it must fulfill Cell C's standard credit vetting criteria and also warrants that it shall comply with the provisions Cell C's Subscriber terms and conditions ("Annexure C "). It is expressly noted that the approval of the e-rate application form is in Cell C's sole and absolute discretion and Cell C shall not be liable for any claim, loss or damage in rejecting any School's e-rate application.
- 3.18 The School indemnifies and holds Cell C harmless against any claim, loss or damage whatsoever or howsoever arising by itself or any third party, including but not limited to its scholars, staff and members of the governing body.

Principal name: \_\_\_\_\_

Signature of Principal: \_\_\_\_\_

Date: \_\_\_\_\_

Name of the Chairperson of the School Governing Body: \_\_\_\_\_

Signature of the Chairperson of the School Governing Body: \_\_\_\_\_

Date: \_\_\_\_\_

**Please e-mail [business@cellc.co.za](mailto:business@cellc.co.za) or fax 084 167 6045 this completed application with all the applicable documentation.**

**For enquiries about the application of the E-rate, please contact Cell C on 084 194 4000**



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## ANNEXURE “ C”

### SUBSCRIBER AGREEMENT TERMS AND CONDITIONS

#### 1. DEFINITIONS

It is understood and agreed that some words used in this agreement are printed in *italic* type in order to indicate that they have a special meaning for the purpose of this agreement.

- 1.1 ‘Act’ means the Electronic Communications Act, 2005.
- 1.2 ‘Activation’ means the activation of your SIM Card and cellphone number to operate on our Network.
- 1.3 ‘Agreement’ means the Application including the terms and conditions contained therein and/or your *upgrade* application (where applicable) including any addition(s) / amendment(s) to this *agreement* or your *upgrade agreement* authorised by us, including any C-Cover.
- 1.4 ‘Application’ means the application form printed on the face of these terms and conditions and/or your *upgrade* application (where applicable) and any other means acceptable to us utilised for the application of *our services*.
- 1.5 ‘Cellphone’ means the mobile cellular telephone handset in which your *SIM card* and cellphone number (*MSISDN*) referred to in this *agreement* are installed.
- 1.6 ‘Charges’ means any applicable *connection fee, subscription fee, usage charge, SIM card fee, C-Cover charge, Cellphone charge, risk transfer charge* and any other charge(s) relating to the provision of *our services* to you in terms of this *agreement*.
- 1.7 ‘Connection fee’ means the initial charge for your connection to *our network* as stated in the *tariff plan*.
- 1.8 ‘C-Cover’ means our acceptance of risks on the *Cellphone* and the *SIM card* in terms of clause 12 and on the terms and conditions contained in the separate *C-Cover agreement* and application form (which you are required to complete and sign and agree to if you decide to take the C-Cover).
- 1.9 ‘C-Cover charge’ means the applicable additional monthly *charges* payable by you to us for the inclusion of C-Cover (in the event your C-Cover application is accepted by us).
- 1.10 ‘ICASA’ means the Independent Communications Authority of South Africa.
- 1.11 ‘Inclusive minutes’ means any usage units utilised on *our network* for which no payment is due to us for Usage Charges.
- 1.12 ‘Inclusive data units’ means any units of data on *our network*, including but not limited to SMS, MMS, GPRS or EDGE for which no payment is due to us for Usage Charges.
- 1.13 ‘Licence’ means the licence(s) issued or re-issued to us in terms of the Act which authorises us to provide *our services*.
- 1.14 ‘Minimum term’ means the actual number of consecutive months you selected in either your *application*, being the initial contract duration, or (if applicable) in your *upgrade* application in respect of your *renewal term*.
- 1.15 ‘Monthly limit’ means (where and if this option is made available by us) the monthly limit on *usage charges* implemented on your *SIM card* after a written request by you or as imposed by us (at our discretion) on written notice to you.
- 1.16 ‘MSISDN’ means Mobile Station Integrated Services Digital Network number, which is your *cellphone number*.
- 1.17 ‘Network provider’ means any person(s) or organisation(s) licensed in terms of the Act to provide electronic communications services.
- 1.18 ‘Our network’ means the electronic communications system by which we make *our services* available in South Africa.
- 1.19 ‘Our services’ means the electronic communications services that are available through *our network* including any service(s) designated by us whether chargeable or non-chargeable services as detailed in our website and/or *tariff plan* and/or our business rules and/or third party services that we may make available to you from time to time.



- 1.20 'Port' or 'Porting' means the ability to transfer your *MSISDN* from one network provider to another in order to become a subscriber of that network provider without changing your cellphone number.
- 1.21 'Renewal term' means any period for which this *agreement* is renewed.
- 1.22 'RICA' means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 2002.
- 1.23 'Service Provider' means a person or persons or organisation(s) appointed by a *network provider* to sell its services.
- 1.24 'SIM card' is defined as a Subscriber Identity Module, which contains your personal cellphone number programmed to allow you to access *our network*.
- 1.25 'Subscription fee' means the monthly charge payable by you to us as set out in the relevant *tariff plan*.
- 1.26 'Tariff plan' means the various tariff (cost) plans published by us (as and when applicable setting out
- a) Our *charges*
  - b) Your rights to *upgrade*
  - c) Any billing increase(s)
  - d) Any *inclusive minutes*
- and/or any other service(s) designated by us as chargeable or non-chargeable services which are included in, or incorporated with the *tariff plan*.
- 1.27 'Usage charges' means charges levied by us for *our services* supplied either to you and/or any other person for whom you have given your consent.
- 1.28 'Upgrade' means an upgraded or new *Cellphone* that you obtain in accordance with your rights to upgrade as stated in the *tariff plan* you chose or as designated in the business rules that we decide on from time to time in respect of a new subscriber *agreement* that you may enter into with us.
- 1.29 'We', 'us' and 'our' refers to Cell C (Pty) Ltd and includes Cell C Service Provider Company (Proprietary) Limited.
- 1.30 'Without prejudice' means a statement made without any intention or recourse to affect or compromise our legal rights which we may (should we so wish) assert at any future date.
- 1.31 'You' and 'your' refers to the person (Individual Subscriber) whose particulars appear on the *application* document plus the person's successor and/or authorised representative (if applicable)

## 2. WHEN DOES THIS AGREEMENT BEGIN?

- 2.1 Your *application* is understood to be an offer to us to enter into an *agreement* for the provision of *our services*.

If you are:

- 2.1.1. First signing up with us: this *agreement* will begin and be binding on us when we:

- 2.1.1.1 accept your application; and
- 2.1.1.2 activate your *SIM card* on *our network*.

- 2.1.2. Renewing your contract with us: this *agreement* will begin on the date that your *upgrade* is accepted by us.

For your understanding, the new subscriber *agreement*, together with the tariff plan or charges applicable to the new subscriber *agreement* (which you enter into with us when upgrading) shall be effective from the expiry of the Minimum term or the date on

which

your application to Upgrade is accepted.



2.2 It is understood and agreed that you are bound by the terms of this *agreement* from the date that you sign the *application*.

### 3. WHAT IS THE TERM OF THIS AGREEMENT?

3.1 If you selected:

3.1.1 a contract period of one month on your *application*, then this *agreement* will continue on a month-to-month basis until the contract is either terminated by you or by us in the form of 30 calendar days' written notice being given to the other; or

3.1.2 the *minimum term*, or, where applicable, the *renewal term* option, then this *agreement* will run for the *minimum term* or the *renewal term* and then on a month-to-month basis until you terminate said *agreement* by giving us 30 calendar days' written notice of your intention to terminate.

3.2 You are not entitled to give us notice to terminate your contract earlier than 1 (one) calendar month before the end of the *minimum term* or the *renewal term* whichever is applicable.

3.3 We may at any time during the period of this contract (if we elect so to do) terminate this *agreement* by giving you 30 calendar days' written notice of our intention to terminate. In the event we decide to terminate this *agreement* then you agree to waive any/all rights of recourse and/or any claims or consequences arising there from against us in respect of said termination.

### 4. PROVISION OF OUR SERVICES

#### 4.1 What we aim to provide in South Africa

We will do our best to take all reasonable steps within our control to make *our services* available to you at all times subject to the terms and conditions of this *agreement*.

Please note that:

4.1.1 *Our services* are only available within the range of base stations that make up *our network*

4.1.2 Due to certain circumstances beyond our control we cannot always guarantee a continuous fault free service;

4.1.3 The quality and availability of *our services* may sometimes be affected by factors outside our control including but not limited to:

a) local physical obstructions

b) atmospheric conditions

c) other causes of radio interference

d) the features or functionality of your *Cellphone*

e) the number of people trying to use the network at the same time i.e. a national emergency or faults in other telecommunication networks to which *our network* is connected.

4.1.4 Coverage maps are considered to be a best estimate however they are not understood or intended to be a guarantee of the quality of service coverage which may at times vary from location to location.

4.2 You acknowledge and agree that the *SIM card* and *MSISDN* allocated to you may (if it becomes necessary) be altered by us.

### 5. YOUR RESPONSIBILITIES

#### 5.1 In return for the provision of our services you agree to pay us:

5.1.1 the SIM card fee, the connection fee, the price of the Cellphone (where applicable) including all accessories thereto (where applicable) on or before the date this *agreement* begins;

5.1.2 the *subscription fee* which is billed to you monthly in advance;

5.1.3 the *C-Cover charges* (where applicable) which are billed monthly in advance;

5.1.4 the total *usage charges* that you generate during each billing period and which are billed monthly in arrears;

5.1.5 the charges for any additional *service(s)* which are billed monthly in arrears; plus any / all applicable VAT or other tax(es) and/or duty which must be added to all prices and charges contained in this *agreement* and/or contained in any *tariff plan* and/or contained in our price list.



## 5.2 Payments must be:

- 5.2.1 Made up of all amounts due to us as set out in the invoice(s) issued to you;
- 5.2.2 Made on or before the due date set out on the invoice(s) issued to you;
- 5.2.3 Made by direct debit order against your valid current account and/or your credit card account and/or against the account of another named person (a "third party") who has given their consent on the *application* and/or by any other means previously agreed by us in writing; and free of exchange and be without deduction or set-off.

## 5.3 What happens if you don't pay us on time?

- 5.3.1 If you do not pay any/all amounts due to us on or before the due date for payment (as indicated to you) then we are entitled at our discretion, to:
  - a) charge interest on the overdue amount at the interest rate calculated from the due date of payment to the date the actual payment is credited to us;
  - b) take action in terms of clause 7 of this *agreement*; and/or
  - c) inform any respective credit bureau(s) of your payment default.
- 5.3.2 If payment is to be made by a third party and the third party has insufficient funds in their account to cover your debit then we reserve the right to debit your bank account in respect of any shortfall in payment due and owed by you to us. In the event that neither the third party nor you can pay any outstanding amounts owing to us, the provisions of clause 5.3 and 7 shall apply.
- 5.3.3 We are entitled to charge you an administration fee which you agree to pay in the event any debit order or other form of payment is returned to us unpaid and/or if your credit card payment is either rejected or insufficient payment is received for whatever reason.

## 5.4 Other payment issues

- 5.4.1 We have the option to require you to pay a deposit amount in the following instances:
  - 5.4.1.1 before we activate any *SIM card* or any value added services that we supply to you; or
  - 5.4.1.2 if you default on any payment to us, by giving written notice to you to do so.

In addition to our rights under clauses 5.3 and 7, if you decline to pay us the requested deposit amount then we are entitled to suspend activation of your *SIM card* or value added services until you have paid and we have received the relevant deposit.

- 5.4.2 The *tariff plan* and any notice or directive issued by us form part of this *agreement*.

- 5.4.3 We have the option of varying any of our *charges* from time to time by means of publishing an amended *tariff plan* or by informing you in writing of these changes. We shall only implement a variation to a charge (including increases and discounts) that has been submitted to ICASA, where necessary.

- 5.4.4 Where any *tariff plan* provides for *inclusive minutes*, or *inclusive data units* and you do not use all these minutes or data units in the billing period in which they originally accrued then those unused minutes or unused data units will automatically be carried over to the following billing period (the 'carry-over period'). This is subject to a maximum balance of double the *inclusive minutes* or *inclusive data units* applicable to each billing period in terms of the *tariff plan*. If you do not use the unused minutes or unused data units within the carry-over period specified then they will be automatically forfeited by you. This provision excludes sms bundles. Unused sms's cannot be carried over and will be forfeited at the end of the current month.

You have 30 calendar days from the date of each invoice that we issue to you to query any amounts on the invoice. In the event that you fail to raise a query within 30 calendar days, then you will be assumed to have accepted the invoice as correct and the invoiced amount will be due.

- 5.4.5 In the event that you do not receive your invoice/s for any month/s in which usage occurred, you undertake to pay all outstanding usage within 30 days of receiving the invoice/s.



## 6. SIM CARDS AND CELLPHONE

- 6.1 We will remain the owner of any *Cellphone* sold by us to you until the expiration of this *agreement*. Thereafter ownership of the Cellphone will revert to you subject to the provision that you have paid all amounts due to us by you in terms of this *agreement*. This requirement may be waived if the parties agree to it in writing.
- 6.2 We will remain the owner of any *SIM cards* supplied by us to you for the duration of this *agreement*. Thereafter, we have the right to claim back any SIM card supplied to you in terms of this *agreement*.
- 6.3 Any *Cellphone* supplied by us to you which does not function properly or is defective or faulty because of its design, material or workmanship may be covered by a warranty provided by the Manufacturer for the period stated by the Manufacturer. In certain instances an extended period of warranty may be given to you; however the period of this warranty shall not under any circumstances exceed 24 months from the date the *cellphone* is delivered to you. The defective cellphone shall however only be repaired if the warranty has not expired and in accordance with the terms of the warranty.
- 6.4 Any SIM card supplied by us to you which does not function properly or is defective or faulty because of its design, material or workmanship will be replaced by Cell C for a period of up to 3 months from date of activation.
- 6.5 You acknowledge that this *agreement* is not conditional on the functioning of the *Cellphone and/or SIM card* issued and that you are not entitled to cancel this *agreement* or withhold any payment of whatsoever nature if the *Cellphone and/or SIM card* is lost or damaged or fails to operate optimally, or at all.

## 7. WHAT HAPPENS IF YOU BREACH THIS AGREEMENT?

### 7.1 When may we terminate this agreement?

- 7.1.1 If you breach any of the terms and conditions of this *agreement* and remain in breach for a period of 7 calendar days, after delivery of a written notice (notice of breach) to you by us requesting that you remedy the breach, we will be entitled to immediately either:
- terminate this *agreement*, or
  - claim specific performance of all obligations, including the immediate payment of all money payable by you to us in terms of this *agreement*, whether or not said money is due.
- 7.1.2 In the event of either (a) or (b) of clause 7.1.1 above, we reserve the right to claim damages from you that we may have suffered due to your breach of the terms and conditions of this *agreement*.

### 7.2 When may we immediately terminate this agreement?

- 7.2.1 *Without prejudice* to our rights under clause 7.1 herein we may immediately terminate this *agreement* at any time by giving you written notice of said termination if you:
- fail to make payment of any *charges* due to us on or before the due date;
  - receive two notices of breach of this *agreement* within a 12 month period;
  - are sequestrated, liquidated, or placed under judicial management, being provisional, or final, or voluntary or compulsory; or
  - supply any information on this *agreement* that is either untrue or of an incorrect nature.
- 7.2.2 A termination according to clause 7.2.1 will be *without prejudice* to any claim that we may have against you in respect of any prior breach of the terms and conditions of this *agreement* by you.

### 7.3 What happens if you/we cancel this agreement?

- 7.3.1 If you cancel this agreement before the expiry of the *minimum term* or *renewal term* or if we terminate this agreement, then without prejudice to any other rights or remedies available to us in terms of this *agreement*, or at law:



- a) You will be liable to us and undertake to pay us on demand, the full *subscription fee* that would have been payable to us by you for the remainder of the *minimum term* or *renewal term* of this *agreement*; and
- b) We reserve the right to claim an amount equal to the amount by which the cost of the *Cellphone* was subsidised by us to you at the beginning of this *agreement* (according to clause 2.1 and 2.2 above).

## 8. WHEN WE MAY TERMINATE THIS AGREEMENT FOR OTHER REASONS

If our *licence* is revoked, terminated or amended or if we terminate any *service provider agreement* then we may terminate this *agreement* on written notice to you. This is *without prejudice* to any other rights or remedies available to us in terms of this *agreement* or at law and you will have no right to any claim against us for whatsoever nature relevant thereto or arising there from.

## 9. SUSPENSION OF OUR SERVICES

9.1 Our services may be suspended by disconnecting your *Cellphone* and/or your *SIM card* from our network, making both or either inoperable if:

- 9.1.1 Our network fails or becomes temporarily unavailable due to any modification(s) and/or upgrade(s) and/or maintenance and/or circumstance(s) beyond our control.
- 9.1.2 You breach any of the terms and conditions of this agreement; or
- 9.1.3 You at any time exceed any credit limit or monthly limit imposed by us (at our discretion) on written notice to you.

9.2 You continue to be liable for payment of the subscription fee during any suspension period.

9.3 We are entitled to charge you an administration fee if our services are suspended due to the circumstances under 9.1.2 or 9.1.3 above.

## 10. LIMITATION OF OUR LIABILITY

10.1 We will not be liable to you for any liability, loss(es) and/or damage(s) and/or cost(s) or expense(s) whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit(s) and/or loss of anticipated savings suffered by you due to:

- 10.1.1 any breach of this *agreement*, or any act or omission by us, our employees, our agents or any person or persons for whom they are responsible;
- 10.1.2 any suspension, termination or temporary unavailability of *our network*, or any of *our services*;
- 10.1.3 any change in your *cellphone* number as required by us; or
- 10.1.4 the *porting* of the *cellphone* number given to you by us at your request, or a request made on your behalf or as a result of any delays in effecting such *port*.

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1 Nothing contained in this *agreement* amounts to a licence or transfer to you of any of the rights including copyright and/or trade marks relating to the name *Cell C*, *our services* or the *SIM cards* (including any software or firmware incorporated in the *SIM card(s)*).

## 12. RISK TRANSFER

12.1 Your *Cellphone* and *SIM card* used together shall only be covered by C-Cover if:

- 12.1.1 expressly set out in a promotion on specified tariff plans that is applicable to you; and
- 12.1.2 a C-Cover application has been accepted by us or a duly authorised agent of ours.





- 12.2 You accept all risks associated with your *Cellphone* and the *SIM card* (from the date of delivery to you) except for the risks we define and accept to cover in terms of a *C-Cover agreement* with us. This is conditional upon our acceptance of your C-Cover application.
- 12.3 Depending on which *C-Cover* option you select and subject to you paying your *C-Cover charges* on time then we will, subject to the applicable terms and conditions agree to one or more of the following, only when the *Cellphone* is used together with the *SIM card* at the time of loss:
- 12.3.1 to accept certain risks relating to loss or damage to your *Cellphone* and to the *SIM card* (as issued by us);
  - 12.3.2 to waive (relinquish) certain payments by you of any outstanding amount due to us in the event of your death and/or your permanent disability and/or your involuntary retrenchment and/or the illegal use of your *Cellphone* and the *SIM* by a third party in the event of theft; and
  - 12.3.3 to provide an *extended warranty* for your *Cellphone* (in the event your application is accepted by us).

### 13. MOBILE NUMBER PORTABILITY

Subject to the provisions of the number portability regulations and this subscriber agreement, you are entitled to port if you so choose too. If this *agreement* was concluded following the *porting* out of your *cellphone* number (which was given to you by another *network provider* or *service provider*) and the *porting* in of your *cellphone* number to us then you accept and agree that the services and any applicable service credits provided to you by the other *network provider* or *service provider* are not transferable to us and that you will in turn only have access to the services as provided for and defined in this *agreement*.

### 14. RICA

- 14.1 You accept that *RICA* is applicable to *our services* in terms of this *agreement* and that:
- 14.1.1 We will not activate your *SIM card* until all your details as required by *RICA* have been satisfactorily registered with us.
  - 14.1.2 We will only disclose the information relating to you in accordance with *RICA*, to a law enforcement officer on receipt of a directive issued in terms of *RICA*.
  - 14.1.3 You must immediately report any loss, theft or destruction of your *SIM card* and/or *Cellphone* to the police, otherwise you will be committing an offence.
  - 14.1.4 If your *SIM card* is transferred to another person (other than a family member or a dependant of yours) then you must ensure that the details of that person are registered with us.
  - 14.1.5 Both parties (you and us) must abide by all other requirements of *RICA*.

### 15. USE OF YOUR PERSONAL INFORMATION

- 15.1 You warrant and guarantee that all personal information supplied by you to us in the application is true and correct.
- 15.2 You agree to immediately inform us in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to us.
- 15.3 As and when necessary you consent to us obtaining, using and/or disclosing your personal information provided to us as follows:
- 15.3.1 to 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 our acceptance of this agreement) and for fraud prevention purposes in order to process any payment transactions necessary for and relative to this agreement;
  - 15.3.2 to attorneys and/or debt collection agencies in the event you are in breach of this agreement;



- 15.3.3 to our agents and/or consultants and/or trade partners and/or service providers but only to the extent necessary and in order to allow the provision of our services to you;
  - 15.3.4 to consumer research companies for the purposes of conducting research on improving our services offered to you in the terms of this agreement;
  - 15.3.5 for the purposes of us publishing a directory containing the name, address, details and the applicable cellphone number of our subscribers; and
  - 15.3.6 for the purposes of us informing or sending information to you about any new services or products offered by us (and/or by any of our trade partners) which we consider may be of interest to you.
- 15.4 You are entitled to withdraw your consent to us using your personal information (under clause 15.3 above) on written notice to us. In the event you decide to withdraw your consent we will not be able to use that information for the purposes listed under clause 15.3 to the extent of your withdrawal from the date of our receipt of your withdrawal notice.
- 15.5 We will not disclose your personal information to any other person or institution other than as stated under clause 15.3, or where we are compelled to do so in terms of the licence and/or any law and/or in terms of a court order.

## 16. GENERAL

### 17. Notices

- 17.1 All notices given in terms of this agreement will be in writing and both parties (you and us) choose our address (es) for all purposes being the addressee (es) specified in the application form. Any change in your address will only be effective if and when we have received written notification of your change of said address.
- 17.2 Any notices to be delivered by you to us or by us to you will be considered as received by either us or you as follows:
- 17.2.1 If delivery is by hand, then on the date of delivery;
  - 17.2.2 If delivery is by fax, then within 48 hours of transmission of said fax;
  - 17.2.3 If delivery is by pre-paid registered post from an address within South Africa, then within seven calendar days of the date of posting;
  - 17.2.4 If delivery is by email, then when the message is capable of being retrieved and processed by the addressee from the information system, or server used by the addressee for the purposes of receiving email messages as stated in section 23(b) of the Electronic Communications and Transactions Act, 2002.

#### No cession (giving-up) or delegation (handing-over) of your rights

- 17.3 You are not allowed to cede (give-up) or delegate (hand-over) any of your rights or obligations in terms of this agreement to any other person(s) or organisation(s) without our written consent. However it is understood that we may at any time cede or delegate any of our rights or obligations in terms of this agreement to another person(s) or organisation(s) without your consent.

#### Indulgences

- 17.4 No leeway, extension of time or other indulgence which we may offer to you will in any way prevent us from enforcing any of our rights in the future, without notice, by requiring your strict and timely compliance with each term and condition of this agreement.

#### Unenforceable provisions

- 17.5 If any of the terms of this agreement are unenforceable, illegal, void, or contrary to public policy then they will be considered to be legally separated from the remainder of this agreement. The rest of this agreement will however remain binding and enforceable and in full force and effect.

#### Whole agreement



17.6 This agreement constitutes the whole agreement between both parties (you and us) and no variation, amendment, deletion or addition will be valid unless it is stipulated in writing and signed and/or published by us.

**Amendments**

17.7 We are entitled on written notice to you, to amend and/or vary the terms and conditions of this agreement as a consequence of any new and/or amended law(s), tax(es), regulation(s) and/or any change(s) in the terms and conditions of the licence and/or any change(s) in our tariff plan or our services.

**Jurisdiction**

17.8 You consent to the jurisdiction of any Magistrate's Court having jurisdiction regarding any legal action issued by us against you arising from this agreement. In addition you also consent to us issuing proceedings out of the High Court if we choose to do so.

**Legal Costs**

17.9 If we elect to take any legal action against you arising from your breach of any terms and conditions of this agreement wherein we have to hire the services of an attorney and/or advocate and/or tracing agent then you will be liable in respect of all relevant legal cost(s) and/or expense(s) incurred on the applicable scale.

**Warranty and Indemnity**

17.10 You warrant that you have the necessary rights to enter into this agreement and you undertake to indemnify us against any liability, claim, damage or loss that a third party might have arising out of this agreement.

**Evidence**

17.11 A computerized account or a certificate signed by a Manager of ours (whose authority does not need to be proved) will be prima facie (face value) proof of any amount due by you to us in terms of this agreement.

**Dispute resolution**

17.12 All disputes relating to the provisions of this agreement will be resolved in accordance with the applicable Customer Code of Conduct a copy of which is available on our website namely [www.cellc.co.za](http://www.cellc.co.za)

17.13 You are entitled to refer any unresolved dispute between you and us to ICASA or to the DTI (Department of Trade and Industry) Consumer Affairs Committee.

**18. MONTHLY LIMIT OPTION (SUBJECT TO AVAILABILITY)**

18.1 Where we implement a *monthly limit* (either at your request or by our choice), then the chosen *monthly limit* will be calculated:

18.2 in accordance with our billing cycle; and

18.3 shall include all *usage charges*;

18.4 If the *monthly limit* is reached then we are entitled to utilise all reasonable efforts in order to prevent you from making further use of *our services* except however for calls to emergency services numbers namely 140, 112 and for accessing your voice mail box.

18.5 You accept that we cannot guarantee to implement the *monthly limit* and that you remain liable to us for all *usage charges* incurred on your *SIM card* over and above the *monthly limit* regardless whether or not we implement the said *monthly limit*.

18.6 The *monthly limit* option is not available to subscribers with International roaming or any other International calling service.



**19. BLACKLISTING**

- 19.1 If your *SIM card* and/or *Cellphone* is lost or stolen then you agree without fail to inform us immediately so that we can protect your interest and blacklist its/their further use. You will however remain liable for all *charges* relating to the provision of *our services* in terms of this *agreement* until we block further use of your *SIM card* and/or *Cellphone*.
- 19.2 We will agree to your request to blacklist the use of your *SIM card* and/or *Cellphone* on *our network* and to notify the other *network providers* of such blacklisting on condition that you agree to indemnify us in respect of any liability, claim, costs or expenses which may be made against us by you or by any other person(s) or organisation(s) as a result / consequence of said blacklisting.
- 19.3 If you default in any of your obligations to us in terms of this *agreement* then we are entitled to blacklist any *Cellphone* provided to you in terms of this *agreement* (and that said *Cellphone* will remain our property according to clause 6.1 above) in order to prevent its further use. In addition you agree to indemnify us in respect of any liability, claim and/or costs and/or expenses incurred by us arising out of and/or as a result / consequence of the blacklisting.

