



CELL C SERVICE PROVIDER COMPANY (PROPRIETARY) LIMITED
SUBSCRIBER AGREEMENT TERMS AND CONDITIONS
1, 12 AND 24 MONTHS

1. WHAT IS THIS AGREEMENT FOR?

- 1.1. This Agreement is for the supply of our Services for the Initial Contract Period (which is the initial period of this Agreement according to your Application that is related to these terms and conditions).
- 1.2. This Agreement contains the general terms and conditions for all Cell C Subscriber Agreements.
- 1.3. These terms and conditions form part of the Agreement between Cell C and you, so please ensure that you understand all of them. Remember that you must always comply with these terms and conditions.
- 1.4. If you do not understand any of the terms and conditions, you should ask a Cell C employee to explain them to you.
- 1.5. Important clauses which may limit our responsibility or involve some risk for you are explained to you and may be in bold. You must pay special attention to these clauses.
- 1.6. We have defined some words that have special meaning. You can find the meaning of the words in in clause 2 of this Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless stated otherwise, the following terms shall have the following meanings:

"Activation" means the activating of your SIM Card and/or Cellphone number to operate on our Network so that you can use our Services.

"Agreement" means your Application including these terms and conditions and/or your renewal application (if applicable) including any addition or amendment to this agreement or your renewal agreement authorised by us and includes any C-Cover. The Tariff Plan and any notice or directive issued by us form part of this Agreement.

"Application" means your completed application form and/or your renewal application form (if applicable).

"Cellphone" means the mobile cellular telephone handset in which your SIM Card and Cellphone number (also referred to as MSISDN number) referred to in this Agreement are installed.

"Cell C" means Cell C Service Provider Company Proprietary Limited.

"Charges" means any applicable connection fee, Subscription Fee, Usage Charges, SIM Card fee, C-Cover Charge, Goods Fee, risk transfer charge and any other charge relating to the provision of our Services to you in terms of this Agreement.

"Connection Fee" means the charge for your connection to our Network which we charge you in terms of the Tariff Plan. The Tariff Plan is available on Cell C's website at www.cellc.co.za or at any of our stores. You only pay us this connection fee once. The prices that Cell C can charge you for our Services are set by ICASA. The prices at the date you start your contract may not be the same for the whole period of the contract. If the prices change we will let you know and you can tell us whether you want to carry on with the contract or cancel your services as set out in this Agreement.

"C-Cover" means a separate C-Cover agreement with us to cover your Goods and SIM Card. The terms of the C-Cover are set out 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 C-Cover). You do not have to take C-Cover on your Goods if you do not want to. But, if you do not take C-Cover or insure your goods with an insurer, you will still have to pay us for the Goods and our Services even if the Goods are stolen or lost.

"C-Cover Charge" means the applicable additional monthly charges payable by you to us for C-Cover.

"Goods" means any tangible object provided to you by us or any of our distribution partners in terms of this Agreement, including Cellphones, SIM Cards, routers, dongles, laptops or vouchers.

"Goods Fee" means any applicable charge relating to the Goods provided to you in terms of this Agreement.

"ICASA" means the Independent Communications Authority of South Africa. This is a public body that regulates the way that Cell C and other electronic communication service providers like us carry on business and provide services to you.

"Inclusive Minutes" means any units that you use when you use and access our Network included in the cost of your contract and no extra charges are owed by you for those minutes. These are called inclusive minutes and these minutes give you access to use our Services on our Network. The inclusive minutes are the minutes that come with the Tariff plan that you buy.

"Inclusive Data Units" means the data products or services provided to you which are included in the cost of your contract and no extra charges are owed by you for these services. These are called inclusive data units and include SMS, MMS, GPRS or EDGE giving you access to use our Services on our Network. The inclusive data units are the data units that come with the Tariff Plan that you buy.

"Initial Contract Period" means the minimum number of uninterrupted months you choose, in your Application, to use our Services for the first period or for any Renewal Period for which you choose to have your contract renewed with us after the first period.

"Licence" means any licence issued to us in terms of the Electronic Communications Act, 2005 which authorises us to provide our Services to you.

"Monthly Usage Limit" means (if this option applies) the monthly amount that you can spend on all Usage Charges with your SIM Card. This means that you will have a monthly limit to talk, sms, or use data.

"MSISDN number" means Mobile Station Integrated Services Digital Network number, which is your Cellphone number.

"Network Provider" means any person or organisation licensed in terms of the Electronic Communications Act, 2005 to provide electronic communications services.

"our Network" means the electronic communications system in South Africa by which Cell C makes our Services available to you.

"our Services" means the electronic communications services that are available through our Network including any services provided by us whether chargeable or non-chargeable services. You may find more information about our Services on our website (<http://www.cellc.co.za>) or contact us for an explanation of what is made available to you through our Network, which may change over the period of your contract. You can also ask any Cell C representative about our services.

"Port" or **"Porting"** means the ability to transfer your Cellphone number from one Network Provider to another so that you become a subscriber of the other Network Provider, but using the same Cellphone number.

"Price List" means the price list for our Services or Goods. You may find more information about our Price List on our website (<http://www.cellc.co.za>) or contact us for an explanation of what all our prices are for our Services, which may change, on notice to you, over the period of your contract. You can also ask any Cell C representative to help you find out more about our prices. You are entitled to cancel this Agreement if you are not happy with any changes to our price list provided you follow the cancellation terms and conditions set out in this Agreement.

"Renewal Period" means you have chosen to upgrade your Goods (if applicable) and you renew or enter into a new subscriber agreement with us for any period for which this Agreement is renewed after the Initial Contract Period expires.

"RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 2002, as amended from time to time.

"Service Provider" means a person or organisation appointed by a Network Provider to sell its services.

"SIM Card" is a Subscriber Identity Module, which you get with this Agreement. The SIM Card has your personal number programmed into it to allow you to access our Network.

"Subscription Fee" means the monthly subscriber charge payable by you to us. Our charges are set through ICASA in a Tariff Plan.

"Suretyship Terms" include the following: in solidum which means, where there are several sureties, each is liable in full; excussion which means that Cell C must proceed against the principal debtor before proceeding against any surety or the co-principal debtor; division which is the defence raised by two or more sureties for the same debt that they are each liable only for their share of the debt; cession of action which is the defence when a surety has repaid the debt of the principal debtor, the surety may proceed against any co-sureties or principal debtor to recover his loss; no value received which is the defence that no value was received in return for the debt; and non causa debiti which is the defence raised by a debtor that there is no reason for the obligation.

"Tariff Plan" means the various tariff (cost) plans published by us setting out:

- (a) our charges to you for our Services
- (b) your rights to renew your contract;
- (c) any billing increase;
- (d) any Inclusive Minutes; and/ or
- (e) any other service whether we charge you for those other services or provide these other services as part of the subscription fee incorporated into the Tariff Plan.

(Our Tariff Plans are available on Cell C's website at (<http://www.cellc.co.za>) or at any of our stores)

"Usage Charges" means the amount you will need to pay us in addition to the Subscription Fee for using our Services supplied either to you and/or any other person you have allowed to use our Services.

"Upgrade" is when your Initial Contract Period or Renewal Period is coming to an end and we offer you an opportunity to obtain new Goods (if applicable) and to renew your Agreement, or enter into a new subscriber agreement with us. The renewal will be decided on your rights to upgrade your Goods as stated in the Tariff Plan you choose, or designated in our business rules that we decide on from time to time, in respect of a new subscriber agreement.

"we", "us" and "our" refers to Cell C Service Provider Company Proprietary Limited.

"Working Day" means a day other than a Saturday, a Sunday or a South African public holiday.

"you" and "your" refers to the person (subscriber) whose particulars appear on the Application plus your successor or authorised representative (if applicable).

- 2.2. In this Agreement, if we use a singular word it can include the plural, a word of any gender includes the other genders and if we refer to an 'entity' it includes any entity that is seen in law as a separate legal person, such as a company, body corporate, a partnership, an association, and a trust, if it make sense to do so.

3. WHEN DOES THIS AGREEMENT BEGIN?

- 3.1. By making your Application to use our Services, you offer to enter into an agreement with us for the supply of our Services.
- 3.2. If you are first signing up with us, this Agreement will begin and be binding on you and us when we:
- 3.2.1. accept your Application; and
 - 3.2.2. activate your SIM Card as soon as reasonably possible on our Network so you may use our Services.
- 3.3. If you are renewing your contract with us, the Renewal Period will begin the day after the Initial Contract Period has expired, or otherwise directed by us. The Renewal Period will only begin if your Upgrade is accepted by us.
- 3.4. 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 and renewing) will be effective from the expiry of the Initial Contract Period, or as otherwise agreed by us, and only if your application to Upgrade is accepted.
- 3.5. Once you sign the Application form and these terms and conditions you must comply with your obligations under this Agreement and you will be bound by the terms of this Agreement.

4. HOW LONG IS THE TERM OF THIS AGREEMENT?

- 4.1. If this Agreement is not cancelled during the Initial Contract Period or on expiry of the Initial Contract Period and is not renewed, then this Agreement will run for the Initial Contract Period and then on a month-to-month basis until you or we terminate the Agreement by giving 20 Working Days' written notice, or notice in any other recordable form, to cancel this Agreement.
- 4.2. If you are upgrading or renewing this Agreement, then the Agreement will run for the Renewal Period (if not terminated during the Renewal Period or on expiry of the Renewal Period) and

then on a month-to-month basis until you or we cancel the Agreement by giving 20 Working Days' written notice, or notice in any other recordable form, to cancel this Agreement.

- 4.3. We will notify you any time between 40 and 80 Working Days before your Agreement (either the Initial Contract Period or the Renewal Period) will come to an end. In this notice, we will tell you the following:
 - 4.3.1. the date when the Agreement will end;
 - 4.3.2. any changes that will apply to the Agreement if the Agreement is renewed for a further period or will continue after the expiry of the Agreement. These changes will have to be accepted by you; and
 - 4.3.3. your right to cancel the Agreement or agree to a renewal for a further fixed period and if you don't cancel the Agreement or renew the Agreement, then the agreement will continue on a month-to-month basis.
- 4.4. You may at any time during the Initial Contract Period cancel this Agreement by giving us 20 Working Days' written notice or notice in any other recorded form of your intention to cancel this Agreement.
- 4.5. If you have selected a month-to-month contract in your Application and have not been supplied with any Goods, all references to Goods in these terms and conditions will not apply to you.

5. OUR SERVICES

- 5.1. We will take all reasonable steps within our control to make our Services available to you at all times in line with the terms and conditions of this Agreement.
- 5.2. Our Services are only available within the range of base stations that make up our Network and the signal may vary according to where you are at the time.
- 5.3. **Although we take all reasonable measures to ensure that our Services are offered to you on a consistent and continuous basis, we cannot always guarantee a continuous fault free service.**
- 5.4. **The quality and availability of our Services may sometimes be affected by factors such as:**
 - 5.4.1. **local physical obstructions;**
 - 5.4.2. **bad weather;**
 - 5.4.3. **other causes of radio interference;**
 - 5.4.4. **the features or functionality of your particular goods; or**
 - 5.4.5. **the number of people trying to use the network at the same time, for instance in a national emergency, or if there are faults in other electronic communications networks to which our Network is connected.**
- 5.5. You understand and agree that the SIM Card and the MSISDN number allocated to you may (if it becomes necessary) be changed by us.

I have had an opportunity to consider this clause 5, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

6. YOUR RESPONSIBILITIES

- 6.1. **In return for the provision of our Services you agree to pay us:**
 - 6.1.1. **the once-off SIM Card fee, the Connection Fee, an administration fee, the price of any Goods supplied including any accessories stated in the Application, on or before the date this Agreement begins or is renewed. If you are renewing your Agreement with us, you will not have to pay the Connection Fee or SIM Card fee again, but will need to pay a reasonable administration fee for the processing of your renewed contract.**

- 6.1.2. the Subscription Fee which is billed to you monthly in advance. Monthly in advance means that the Subscription Fee that you pay at the end of a month is for the next month's services;
- 6.1.3. the Goods Fee (if applicable), which is due monthly in advance;
- 6.1.4. the C-Cover Charges (if applicable) which are due monthly in advance;
- 6.1.5. the total Usage Charges, which may include any charges for using our Services including calls that you make, SMSs you send and data that you use during that month, which will be billed at the end of the month in which you have used our Services;
- 6.1.6. the charges for any additional service which are billed at the end of the month in which you used the services; plus
- 6.1.7. applicable VAT or other taxes and/or duty that must by law be added to any prices and charges contained in this Agreement and/or contained in any Tariff Plan and/or contained in our Price List.

I have had an opportunity to consider this clause 6.1, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

6.2. Payments must be:

- 6.2.1. made on or before the due date set out on the invoice we issue to you;
- 6.2.2. of the total amount you owe us as set out on the invoice issued to you and you may not deduct any amount which we might owe you or which you claim is owed by us;
- 6.2.3. made by direct debit order against your valid current account or your credit card account or against the account of another named person (a "Third Party") who has given their consent to pay on the Application or by any other means previously agreed by us in writing.
- 6.2.4. It is your responsibility to make sure that you have given us your correct banking details. If your banking details change for any reason, you must notify us of the change so that we can update our systems. You understand and agree that we cannot be held liable for any charges, damages or loss, if you do not notify us to change your banking details within a reasonable period. [This means that you must accept any loss that results from you failing to tell us of a change of bank details.]

I have had an opportunity to consider this clause 6.2, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

6.3. Other payment issues

- 6.3.1. We have the option to require you to pay a reasonable amount as a deposit if:
- 6.3.2. we activate any SIM Card or any value added services that we supply to you; or
- 6.3.3. you default on any payment to us (we will give you written notice to pay a deposit if you default on payment).
- 6.3.4. If you do not pay us on time, if you materially breach this Agreement or if you do not pay us the requested reasonable deposit amount, then we may suspend activation of your SIM Card or value-added services until you have paid the deposit.
- 6.3.5. We have the option of changing any of our Charges from time to time by means of publishing an amended Tariff Plan and by informing you in writing of these changes. We will only vary a charge (including increases and discounts) that has been approved by ICASA, if that approval is necessary. We will notify you at least 20 Working Days before we vary our Charges. You have the option to cancel the Agreement in those 20 Working Days if you do not agree to our changes.
- 6.3.6. 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 for a reasonable period, to be advised by us from time to time (the "Carry-Over Period"). This provision includes SMS bundles.

- 6.3.7. Any unused inclusive minutes, inclusive data and unused SMS bundles will expire after the carry over period.
- 6.3.8. **On cancellation of this Agreement for any reason, any unused Inclusive Minutes, Inclusive Data Units and unused SMS bundles will be forfeited and you will have no claim against us in respect of such unused Inclusive Minutes, Inclusive Data Units and unused SMS bundles. It is your responsibility to ensure that any unused Inclusive Minutes, Inclusive Data Units and unused SMS bundles are used up prior to cancellation, should you wish to use such unused Inclusive Minutes, Inclusive Data Units and unused SMS bundles.**
- 6.3.9. You have 30 calendar days from the date of each invoice that we issue to you to query any amounts on that invoice. If you do not raise a query within 30 calendar days, then you will be assumed to have accepted the invoice as correct.
- 6.3.10. Even if you do not receive your invoice/s for any month/s you must pay all outstanding charges within 30 days of month end. Please notify us as soon as you realise that you have not received your invoice so we may take steps to assist you with this and advise you of the amount due.

I have had an opportunity to consider this clause 6.3 to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

7. SIM CARDS AND GOODS

- 7.1. You are responsible for the safekeeping of your Goods, including your SIM Card and you agree to notify us immediately if your Goods have been lost or stolen.
- 7.2. **We remain the owner of any Goods sold by us to you until this Agreement comes to an end. Ownership of the Goods will then pass to you if you have paid all amounts due to us by you in terms of this Agreement. This requirement may be waived in writing by us.**
- 7.3. Any Goods supplied by us to you which do not function properly or are 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 will never exceed 24 months from the date the Goods are delivered to you.
- 7.4. In addition to any warranty on the Goods from the manufacturer, we warrant that any Goods supplied to you are not defective or faulty and you may return defective Goods within 6 months of delivery and you may choose to receive a refund, or replacement Goods or repairs to the Goods.
- 7.5. **We do not warrant any Goods or accessory which has been damaged due to water (including dropping Goods in water, damage to Goods due to perspiration and humidity), disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property. Please refer to our returns and repairs terms and conditions for further details.**
- 7.6. Once you return Goods on the basis that it is faulty, we will comply with our repairs, replacement and refunds policy.
- 7.7. **You understand and agree that this Agreement will not come to an end if your Goods, including the SIM Card issued to you are lost, stolen or damaged. You must continue to pay all Charges until you terminate the Agreement on 20 working days' notice to us, or we blacklist your Goods in terms of clause 19.**

I have had an opportunity to consider this clause 7 to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

8. RISK TRANSFER

- 8.1. You accept all risks associated with your Goods, including 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.
- 8.2. Your Goods, including the SIM Card will only be covered by C-Cover if:
- 8.2.1. expressly covered in terms of a specified Tariff Plan applicable to you; and
 - 8.2.2. your C-Cover application has been accepted by us.
[This clause means that once the Goods are delivered to you, you must bear the loss if anything happens to the Goods except to the extent you have C-Cover.]

I have had an opportunity to consider this clause 8, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

9. WHAT HAPPENS IF YOU DO NOT COMPLY WITH THIS AGREEMENT?

- 9.1. What happens if you don't pay us on time?
- 9.1.1. If you do not pay all amounts due to us on or before the due date for payment then, subject to clause 9.2, we will deliver a notice to you and may:
- 9.1.1.1. charge interest on the overdue amount at the interest rate notified to you and calculated from the due date of payment to the date of actual payment to us;
 - 9.1.1.2. take action in terms of clause 9.2;
 - 9.1.1.3. inform any credit bureau of your payment default;
 - 9.1.1.4. suspend our Services; and/or
 - 9.1.1.5. blacklist the Goods provided to you in terms of clause 19.
- 9.1.2. We will notify you before we suspend our Services. If our Services are suspended, you can cancel the Agreement in terms of clause 4.4 and clause 9.3.
- 9.1.3. If you have an arrangement where a Third Party pays any charges on your behalf and the Third Party has insufficient funds in their account to cover the amount owing to us, we have the right to debit your bank account for any shortfall. If neither you nor the Third Party pays any outstanding amounts owing to us, the provisions of clause 9.2 will apply.
- 9.1.4. We are entitled to charge you an administration fee which you agree to pay if any debit order or other form of payment is returned to us unpaid or if your credit card payment is rejected or insufficient payment is received for whatever reason, unless it is due to our own fault. The administration fee will not be more than the bank charges and bank administration fees that we will have to pay to the bank.

I have had an opportunity to consider this clause 9.1, to ask questions and I understand what this clause means and the effect it has on my rights Initials_____

9.2. When may we cancel this agreement?

- 9.2.1. If you commit a breach of any of the terms and conditions of this Agreement and you remain in breach for a period of 20 Working Days after delivery of a written notice of breach to you by us requesting that you remedy the breach, we will be entitled to immediately:
- 9.2.1.1. cancel this Agreement;
 - 9.2.1.2. charge you for the use of our Services up to the date of cancellation;

- 9.2.1.3. charge you all Charges outstanding for any of our Services (including your Subscription Fee) which would have continued for the Initial Contract Period or Renewal Period;
 - 9.2.1.4. charge you for the outstanding amount of the purchase price of the Goods supplied to you on the date of cancellation of the Agreement; and
 - 9.2.1.5. blacklist the Goods in terms of clause 19.
- 9.2.2. In addition to the above remedies and any other rights we have in terms of law, if you do not remedy any material breach, we have the right to claim damages from you that we may suffer due to your breach.
- 9.2.3. All Inclusive Minutes, SMS bundles, and Inclusive Data Units will expire on cancellation of this Agreement.

I have had an opportunity to consider this clause 9.2, to ask questions and I understand what this clause means and the effect it has on my rights Initials_____

9.3. What happens if you cancel this Agreement?

- 9.3.1. If you cancel this Agreement before the expiry of the Initial Contract Period or the Renewal Period, then you will be liable to us and undertake to pay us on demand:
 - 9.3.1.1. a reasonable cancellation penalty in respect of any of our Services which would have continued for the remaining contract period; and
 - 9.3.1.2. the outstanding amount of the purchase price of the Goods on the date of cancellation of the Agreement.

I have had an opportunity to consider this clause 9.3, to ask questions and I understand what this clause means and the effect it will have on my rights. Initials_____

10. WHEN WE MAY CANCEL THIS AGREEMENT FOR OTHER REASONS

- 10.1. If our licence to provide our Services is cancelled, terminated or amended or if we terminate any Service Provider agreement, then we may terminate this Agreement on written notice to you. We will not charge you a cancellation fee if we cancel the Agreement for these reasons.
- 10.2. If our Network remains unavailable for a continuous period of 60 days, we may cancel the Agreement and we will not charge you a cancellation fee.

11. SUSPENSION OF OUR SERVICES

- 11.1. Our Services may be suspended by disconnecting your Goods and/or your SIM Card from our Network, if:
 - 11.1.1. our Network fails or becomes temporarily unavailable due to any modification and/or upgrade and/or maintenance and/or circumstance beyond our control;
 - 11.1.2. you fail to comply with any of the terms and conditions of this Agreement;
 - 11.1.3. you at any time exceed any credit limit or Monthly Usage Limit imposed by us on written notice to you; or
 - 11.1.4. you use our Services unlawfully, or if you unlawfully tamper with or modify your Goods, including SIM Card.
- 11.2. You will continue to be liable for payment of your Goods during any suspension period. You will still be liable to pay for any Subscription Fee under clauses 11.1.2 to 11.1.4.
- 11.3. We are entitled to charge you a reasonable administration fee if our services are suspended and have to be reconnected due to the circumstances under clauses 11.1.2 or 11.1.3 or 11.4 above
- 11.4. You will still be able to call Cell C's emergency response centre free of charge in the event of an emergency.

I have had an opportunity to consider this clause 11, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

12. LIMITATION OF OUR LIABILITY

- 12.1. We will not be liable to you for any liability, loss(es) and/or damage and/or cost or expense whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit and/or or loss of anticipated savings suffered by you due to:
- 12.1.1. any reasonable suspension, termination or temporary unavailability of our Network, or any of our Services, or any unavoidable delay in the performance of our Services;
 - 12.1.2. any change in your Cellphone number if we are obliged to do so in terms of law, or if you or your authorised representative requests us to change your Cellphone number; or
 - 12.1.3. 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.
- [This clause means that we do not owe you any of your losses if our Services are suspended, terminated or unavailable for any reason that you should reasonably expect from that service, or if we have to change your Cellphone number, or if you ask us to Port your number, or if there is any reasonable delay in doing so.

I have had an opportunity to consider this clause, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

- 12.2. In the event that we become aware of any suspension, termination or temporary unavailability of our Network, or any of our Services, or any unavoidable delay in the performance of our Services, we will make reasonable attempts to give you timely notice of such suspension, termination, temporary unavailability or unavoidable delay.

13. INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement is a licence or transfer to you of any of our rights including copyright and/or trademarks relating to the name Cell C, our Services or the SIM Card (including any software or firmware incorporated in the SIM Card).

14. MOBILE NUMBER PORTABILITY

- 14.1. If this Agreement was concluded following the Porting out of your Cellphone number by another Network Provider or Service Provider) and the Porting in of your Cellphone number to us, then this clause applies to you.
- 14.2. You agree and understand that the services and any 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 our Services as provided for and defined in this Agreement.
- 14.3. You agree and understand that you have to pay all outstanding amounts due to the other Network Provider or Service Provider. We are not responsible for paying any amounts to the other Network Provider or Service Provider.

15. RICA

- 15.1. You accept that RICA is applicable to our Services and to you in terms of this Agreement and that:
- 15.1.1. in terms of RICA, we are required to be satisfied as to your identity which includes getting a copy of your ID and proof of your physical address from you;
 - 15.1.2. we will not activate your SIM Card until all your details as required by RICA have been satisfactorily registered with us;
 - 15.1.3. 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;

- 15.1.4. you must immediately report any loss, theft or destruction of your SIM Card and/or Goods to the police, otherwise you will be committing an offence; and
 - 15.1.5. 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.
- 15.2. Both parties (you and us) must abide by all requirements of RICA.

16. USE OF YOUR PERSONAL INFORMATION

- 16.1. You warrant and guarantee that all personal information supplied by you to us in the Application is true and correct.
- 16.2. 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.
- 16.3. As and when necessary, you consent to us obtaining, using, storing and/or disclosing your personal information provided to us as follows:
- 16.3.1. 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 we accept this Agreement) and for fraud prevention purposes and in order to process any payment transactions necessary for and relative to this Agreement;
 - 16.3.2. to attorneys and/or debt collection agencies if you breach this Agreement;
 - 16.3.3. to our agents and/or consultants and/or trade partners and/or Service Providers, but only to the extent necessary and in order to provide our Services to you;
 - 16.3.4. to consumer research companies for the purposes of conducting research on improving our Services;
 - 16.3.5. for the purposes of us publishing a directory containing the name, address, details and the applicable Cellphone number of our subscribers; and
 - 16.3.6. 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. We will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") and the CPA regulations, including the provisions relating to the direct marketing registry.
[In this clause you consent to us using your private information for all the purposes set out in clauses 16.3.1 to 16.3.6.]

I have had an opportunity to consider this clause 16.3, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

- 16.4. You are entitled to withdraw your consent to us using your personal information under clauses 16.3.5 and 16.3.6 above on written notice or notice in any other recorded form to us. In the event you decide to withdraw your consent we will not be able to use your information for the purposes listed under clauses 16.3.5 and 16.3.6 to the extent that you withdraw your consent from the date we receive your withdrawal notice.
- 16.5. We will not disclose your personal information to any other person or institution other than as stated under clause 16.3, 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.

17. GENERAL

- 17.1. **Notices**
- 17.2. All notices given in terms of this Agreement will be in writing and both you and we choose as our address(es) for all purposes the address(es) specified in the Application form. Any change in your address will only be effective if and when we receive written notification of your change of address.

- 17.3. We will deliver short notices to you by SMS.
- 17.4. Normal notices that do not negatively affect you, will be delivered by you to us or by us to you and will be considered as received by either us or you:
- 17.4.1. if delivery is by hand, then on the date of delivery;
 - 17.4.2. if delivery is by fax, then within 48 hours of transmission of the fax;
 - 17.4.3. 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.
- 17.5. Any notices given by us which is of a particular interest to you will be deemed to have reached you within 10 days of posting, only if it is sent by registered mail from an address within South Africa to your last known address.
- 17.6. Transfer of rights and obligations**
- 17.7. You must not do any of the following at any time without our permission and we will not unreasonably withhold our permission:
- 17.7.1. transfer any of your rights under this Agreement to any other entity or person (sometimes known as ceding any of your rights); or
 - 17.7.2. transfer any of your obligations or responsibilities under this Agreement to any other entity or person (sometimes known as delegating or handing-over any of your obligations or responsibilities).
- 17.8. To the extent that this is allowed by law, you agree that we can at any time do any of the following without your permission:
- 17.8.1. transfer any of our rights under this Agreement, to any one or more persons or entities; and/or
 - 17.8.2. transfer any or all of our obligations or responsibilities under this Agreement to any one or more persons or entities (this is known as delegating or handing-over any or all of our obligations or responsibilities).
- 17.9. Extensions of time and indulgences**
- If we give you any leeway, or extension of time or other indulgence, it will not prevent us from enforcing any of our rights in the future, without notice, and requiring your strict and timely compliance with each term and condition of this Agreement.
- 17.10. Unenforceable provisions**
- If any term of this Agreement is unenforceable, illegal, void, or contrary to public policy then it will be deleted from this Agreement. The rest of this Agreement will however remain binding and in full force.
- 17.11. Amendments**
- We are entitled on written notice to you, to change the terms and conditions of this Agreement if necessary because of any new and/or amended law, tax, regulation and/or any change in the terms and conditions of our licence and/or any change in our Tariff Plan or our Services. If we change the terms and conditions, we will notify you at your chosen address of such amended terms and conditions. If you do not agree to the amendments, you may cancel the Agreement by giving 20 Working Days' written notice of cancellation in any recorded form, but the notice must be given within 5 Working Days of the date you get notice if any change.
- 17.12. Whole agreement**
- Except for our right to change this Agreement described in clause 17.12 above, this is the whole agreement between you and us and no amendment, deletion or addition will be valid unless it is stipulated in writing and agreed to by both parties.

17.13. Legal Costs

To the extent allowed by law, if we elect to take any legal action against arising from breach of any terms and conditions of this Agreement where 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 appropriate scale.

17.14. Warranty and Indemnity

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 if you do not have the necessary rights. [This clause means that if you do not have authority to sign this Agreement you will be personally liable to us for any loss that results from your lack of authority.]

I have had an opportunity to consider this clause 17.13, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

17.15. Evidence

A computerised account or a certificate signed by a manager of ours (whose authority we need not prove) will be proof on the face of it of any amount due by you to us in terms of this Agreement. You are entitled to challenge the correctness of any such certificate if you want to do so.

17.16. Resolving disputes

17.16.1. Any dispute relating to this Agreement can be resolved in accordance with our Customer Code of Conduct, a copy of which is available on our website www.cellc.co.za. You may also request such a copy from any of our Cell C stores.

17.16.2. Despite the above, you can refer any unresolved dispute between you and us to the National Consumer Commission established under the Consumer Protection Act, 2008, or to ICASA.

17.16.3. Nothing in this clause prevents you from taking legal action against us.

18. MONTHLY LIMIT USAGE

18.1. Where we implement a Monthly Usage Limit (either at your request or by our choice), then the chosen Monthly Usage Limit will be calculated in accordance with our billing cycle.

18.2. When you reach 70% of the Monthly Usage Limit, we will make reasonable efforts to send you an SMS advising that your Monthly Usage Limit has almost been reached.

18.3. If the Monthly Usage Limit is reached then we are entitled to use all reasonable efforts to prevent you from making further use of our Services, except for calls to emergency services numbers namely 140, 112 and for accessing your voice mail box.

18.4. You accept that we cannot guarantee to implement the Monthly Usage Limit and you remain responsible to pay for all Usage Charges spent on your SIM Card over and above the Monthly Usage Limit regardless whether or not we implement the Monthly Usage Limit.

I have had an opportunity to consider this clause 18.4, to ask questions and I understand what this term means and the effect it has on my rights. Initials_____

18.5. Cell C does not provide the Monthly Usage Limit option to subscribers with international roaming or any other international calling service because you may reach the limit before we have had a reasonable opportunity to warn you that you are near your monthly limit or to impose the limit.

19. BLACKLISTING

19.1. If your SIM Card and/or Goods are lost or stolen during the Initial Contract Period or any Renewal Period then you must tell us immediately so that we can protect your interests and blacklist your Goods from further use and/or block the use of your SIM Card. You will remain liable for all Charges for our Services until you have asked us to block further use of your SIM Card and/or Goods. You will not be liable for any Charges incurred by any unauthorised person after you have requested us to block your SIM Card and/or Goods.

19.2. **We agree to blacklist the use of your SIM Card and/or Goods on our Network and to notify the other Network Providers of such blacklisting, only on the basis 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 or organisation as a result of such blacklisting. [This clause means that if you ask us to block or blacklist your SIM Card or Goods you cannot claim any loss from us and you must pay us any amount we have to pay anyone else because of it.]**

I have had an opportunity to consider this clause 19.2, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____

19.3. If you commit a material breach or if there is a material failure by you to comply with any of your obligations to us in terms of this Agreement, then we are entitled to prevent any further use of any Goods provided to you in terms of this Agreement if we own those Goods.

19.4. We may charge you a reasonable fee for the blacklisting in terms of this clause and for the removal of the Goods from the blacklist.

20. SURETYSHIP (PAYMENT GUARANTEE) BY PERSON SIGNING FOR A COMPANY

This section only applies to a company, close corporation, partnership, trust or any other entity with or without legal personality that falls under the financial threshold determined by the Minister of Department of Trade and Industry under section 6 of the Consumer Protection Act, 2008.

20.1. If you are a company, close corporation, partnership, trust or any other entity with or without legal personality ("**Company**") , then the person who signs on behalf of the Company ("**the Signatory**") warrants that he or she is authorised to enter into and sign this Agreement and has the authority to bind the Company.

20.2. **The Signatory understands and agrees that by signing this Agreement, he or she binds themselves as surety and co-principal debtor of the Company in favour of us for the fulfilment of all the Company's obligations to us in terms of this Agreement. [This clause means that you will personally owe Cell C whatever the Company owes in terms of this Agreement.]**

I, as Signatory, have had an opportunity to consider this term, to ask questions and I understand what this term means and the effect it has on my rights. Initials_____

20.3. **The Signatory understands and agrees to renounce the exceptions of in solidum, excussion, cession of action, division, non causa debiti and no value received. (See definition of Surety Terms.) [This clause means that if we claim any amounts from you that the Company owes, you cannot insist that we first claim everything we can from the Company or that we must claim a share from any other surety.]**

I, as Signatory, have had an opportunity to consider this clause 20.3, to ask questions and I understand what this clause means and the effect it has on my rights. Initials_____