

TERMS & CONDITIONS in respect of Cell Cs Prepaid User Guides ("Guide")

1. WHAT ARE THESE TERMS AND CONDITIONS FOR?

- 1.1 Remember that you must always comply with these terms and conditions. By using your *SIM Card*, you understand and agree to comply with these terms and conditions.
- 1.2 Important terms which may limit our responsibility or involve some risk for you may be in bold. You must pay special attention to these clauses.
- 1.3 We have defined some words that have special meaning in *italics*. You can find the meaning of the words in *italics* in section 2 of these terms and conditions.

2. DEFINITIONS

'*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 these terms and conditions.

'*CASA*' means the Independent Communications Authority of South Africa. This is a public body that regulates the way that Cell C and other network service providers like us carry out its businesses and the services it provides to you.

'*Our network*' means the electronic communications system by which Cell C makes *our services* available to you in South Africa.

'*Our services*' means the electronic communications services that are available through *our network* including any service(s) provided by us whether chargeable or non-chargeable services. You may find more information about our *services* in 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 use of your *SIM Card*. You can also ask any Cell C representative to help you find out more about *our services*



'RICA' means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 2002.

'SIM card' is a Subscriber Identity Module. You must use your *SIM Card* to get access to *our network*.

'Starter Pack' means the pack that includes the user guide and SIM card required to access the Cell C network.

'WAP' means Wireless Application Protocol.

'Usage charges' means the amount you will need to pay us for *our services* supplied either to you and/or any other person you have allowed to use *our services* but that you will pay for.

'We', 'us', 'our' and *Cell C* refers to Cell C (Pty) Ltd and includes Cell C Service Provider Company (Proprietary) Limited.

'You' and 'your' refers to the person who has purchased or is using the *SIM card*.

OUR TERMS AND CONDITIONS

1. In order to receive your new *Cellphone* number and activate your *SIM card* found in *your Starter Pack*, you must register your *SIM Card*, in terms of the provisions of section 40 of *RICA* (RICA'd).
2. Once your *SIM Card* has been RICA'd, you can enter your *PIN number* into your *Cellphone* and *you* are connected to *our services*! It is important that you understand that your first outgoing call will activate the access to our *network* and start our access timer in respect of your use of *our services*. You will then be able make and receive calls and SMSs.
3. *Usage charges* for all calls and/or SMSs/MMSs and internet surfing made and any other applicable *charges* will be billed to you in accordance with the then applicable rates (as amended from time to time). A copy of our applicable rates is available on



our website www.cellc.co.za. You may also request such a copy from any of our Cell C stores.

4. In order to download content, your *Cellphone* must be content compatible and WAP enabled. You can call our call centre to help you check if your chosen *Cellphone* can download content and is *WAP* enabled. We cannot be responsible if you do not check or ask us to check that your *Cellphone* can download content or is *WAP* enabled. It is therefore very important that you make sure your *Cellphone* can do what you want it to do!
5. Cell C is under no obligation to provide you with any statement and/or accounts for the usage of credit values, periods of access to the network and/or any other information in respect of call records, *usage charges* and/or other charges.
6. We can on written notice, amend and/or vary the terms and conditions 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*. If we amend and/or vary the terms and conditions, we will notify you of such amended terms and conditions.

7. SUSPENSION OF SERVICES

7.1 Cell C has the right to suspend our services by disconnecting your SIM card from our network, if:

7.1.1 there are any changes in any applicable legislation;

7.1.2 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;

7.1.3 you fail to comply with any of these terms and conditions; or



7.1.4 you unlawfully use *our services*, or if you unlawfully tamper or modify with your *Cellphone* or *SIM card*.

7.2 Cell C can change, replace or remove any benefits given to you under this starter pack and *SIM card*.

8. RISK AND OWNERSHIP

8.1 Risk in and to the *Starter Pack* and its contents (including the *SIM Card* and recharge vouchers) shall pass to you once you have accepted delivery of the *Starter Pack* and its contents or started using *our services*.

8.2 Do not accept any recharge voucher if the seal has been broken or tampered with.

9. LOST OR STOLEN SIM CARDS OR CELLPHONES

9.1 You are responsible for the safekeeping of your *SIM card* or *Cellphone*.

9.2 You must notify us immediately if you realise your *SIM card* or *Cellphone* have been lost or stolen.

9.3 You must also, within 24 hours of you realising that your *SIM card* and/or your *Cellphone* has been lost or stolen, report this to the police.

9.4 A lost or stolen *SIM card* can be replaced by a SIM swop at the then *applicable* cost which will appear on Cell C's website at www.cellc.co.za at that time.

9.5 If you want to make sure you keep the same *Cellphone* number, you must also present your ID book and the original *SIM card* casing (the casing in which you popped out your SIM card to insert into your *Cellphone*) setting out the SIM Registration Number and PIN number to an authorised dealer.

10. RETURNS, REPAIRS AND REFUNDS



10.1 Provided that you meet the requirements and time periods set out in our Returns and our Repairs and Refunds terms and conditions and any applicable legislation, you shall be entitled to return the *Starter Pack* and its contents to Cell C, if any of the contents do not meet the purpose displayed, were incorrectly advertised to you or are defective.

10.2 **Cell C cannot be held liable for any *Starter Pack* and its contents that are lost or stolen after you have inspected and accepted delivery of the *Starter Pack* and its contents or started using *our services*.**

11. LIABILITY

11.1 While every effort has been made by Cell C and its suppliers of information to ensure the proper performance of every content service, Cell C, its affiliated companies, suppliers and/ or any of their employees 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 or loss of anticipated savings suffered by you due to:

11.1.1 any suspension, termination or temporary unavailability of *our network*, or any of *our services*;

11.1.2 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;

11.1.3 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*.

12. DISPUTES



Any dispute relating to the Cell C Network may be referred to the Independent Communications Authority of South Africa (ICASA) or to the National Consumer Commission established under the Consumer Protection Act, 2008.

13. **MARKETING**

To the extent permitted by legislation, Cell C may contact you for marketing, promotional and other services. You have the right to inform us to that you do not wish to receive any marketing, promotional and other services material (which includes us contacting you) at any time.

14. **NO CESSION (GIVING-UP) OR DELEGATION (HANDING-OVER) OF RIGHTS**

14.1 **You must not do any of the following at any time without our permission and we will not unreasonably withhold our permission:**

14.1.1 **transfer any of your rights to any other entity or person (this is known as ceding any of your rights); or**

14.1.2 **transfer any of your obligations or responsibilities to any other entity or person (this is known as delegating or handing-over any of your obligations or responsibilities).**

14.2 **To the extent that this is allowed by law, you agree that we can at any time and from time to time do any or all of the following without your permission:**

14.2.1 **transfer any or all of our rights under these terms and conditions, to any one or more persons or entities (this is known as ceding any or all of our rights);**

14.2.2 **transfer any or all of our obligations or responsibilities under these terms and conditions to any one or more persons or entities (this is known as**



delegating or handing-over any or all of our obligations or responsibilities); or

14.2.3 transfer any or all of our rights under these terms and conditions, and transfer any or all of our obligations or responsibilities under these terms and conditions, to any one or more persons or entities (this is known as ceding any or all of our rights and delegating or handing-over any or all of our obligations or responsibilities).

14.3 For the purposes of the clauses above, an entity includes (without limiting this list), 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.

