

VALUE PACK PLUS

PRODUCT INFORMATION AND TERMS AND CONDITIONS

Words and phrases used in these Value Pack Plus terms and conditions have the same meanings as defined in the Subscriber Agreement. (Available on Cell C's website www.cellc.co.za)

Please note:

1. Cell C bears the loss itself and there is no Insurer. All benefits will be provided or paid for solely by Cell C.

2. Cell C will not be liable to repair or replace the Goods if a Cell C SIM Card with the MSISDN number referred to in the Subscriber Agreement or in the Value Pack Plus Application is not installed in the Goods at the time of any loss or damage.

A. Value Pack Plus Benefits

Any Subscriber to the Value Pack Plus Tariff Plan is entitled to the following benefits, with no extra charge:-

1. Goods cover in respect of the risk of theft or total loss of the Goods on these Value Pack Plus terms and conditions;
2. extended Warranty on the Goods; and
3. any other applicable Value Added Service;

B. Cell C's Promise

Cell C will provide the following services in return for payment of the applicable Monthly Access Charges and subject to these terms and conditions and the terms and conditions of the Subscriber Agreement.

B.1. Goods and/ or SIM Card Replacement

Cell C will accept the risk of total loss or theft of the Goods and will replace the Goods with Goods and/ or SIM Card of similar specification and value to the Goods being replaced, subject to availability of the Goods at the time of replacement.

B.1.A. Unlawful Use

If your SIM Card or Goods have been stolen or lost, you must report this to Cell C's Contact Centre. From the time that you have reported this, to the time that the SIM Card is actually suspended on the Cell C network, Cell C will waive (abandon or give up) payment of an amount up to the limit selected by you, which has been debited to your account arising from the unauthorised usage of your Cell C SIM Card following the theft or loss of the Goods. The amount may not exceed a maximum amount of R 2000.

B.1.B. Waiver of Debit Balance

In the event of death, permanent disability resulting in permanent unemployment or involuntary retrenchment of you at a time when the SIM Card with the MSISDN number referred to in the Subscriber Agreement, or in the Value Pack Plus Application, is installed in the Goods, Cell C agrees to waive (abandon or give up) the amount owing by you to

Cell C. The amount may not exceed a maximum amount of R 3000 at the date of such incident and the waiver is subject to the following:

1. Cell C will only waive amounts which are not overdue at the date of the incident;
2. Cell C will not waive any amount exceeding the limit selected by you;
3. you or your estate must pay any other amount due to Cell C, before being entitled to any waiver under this Value Pack Plus agreement.

B.2. Extended Warranty on Goods

If the Manufacturer's Standard Warranty relating to the Goods purchased by you from Cell C reflecting the IMEI number on the Subscriber Agreement endures for less than 24 months from the original date of purchase, Cell C will extend the warranty in respect of the Goods (including original Goods software but excluding any battery, battery charger and any accessories).

Cell C will provide the same warranty for the extended period that was provided by the manufacturer in respect of the Goods subject to the following:

1. The extended warranty provided by Cell C only starts on the expiry of the manufacturer's warranty and ends when the Initial Contract Period of the Subscriber Agreement expires.
2. The IMEI number on the Goods must be identical to the number shown on both the original label on the back of the Goods and the IMEI number on the Subscriber Agreement, to which this undertaking is related.
3. Cell C will have the sole discretion in deciding whether the Goods should be repaired or replaced.
4. If the Goods are replaced, it will be replaced with an equivalent product, in the reasonable opinion of Cell C.
5. Cell C may have the Goods repaired by a repair centre authorised by Cell C, which need not be an authorised manufacturer's service or repair centre.
6. Cell C will not be liable for any costs, expenses, loss or damage incurred in having the Goods examined or repaired at any repair centre not authorised by Cell C.
7. If the Goods are replaced or upgraded, you must ensure that all the necessary documents are timeously and accurately completed to obtain the manufacturer's warranty and the extended warranty on the new Goods.
8. Cell C will neither assume nor incur any greater liability than that originally provided by the Goods manufacturer as if the Goods manufacturer's warranty endured.
9. This extended warranty is not transferable.
10. Your rights against Cell C in regard to anything covered by the extended warranty are limited to the terms and conditions of this warranty.

NOTICE THAT THE FOLLOWING PROVISIONS EITHER LIMIT THE RISK OR THE LIABILITY OF CELL C OR YOU ASSUME RISK OR LIABILITY. THE NATURE AND EFFECT OF EACH OF THESE LIMITS, RISKS OR LIABILITIES ARE MADE CLEAR BELOW.

C. Cell C will not be liable to replace the Goods in the following instances:-

1. If A Cell C SIM Card with the MSISDN number referred to in the Subscriber Agreement is not installed in the Goods at the time of total loss or damage. Cell C is only liable if at the time of the incident the Goods it sold you are fitted with the SIM Card it sold you under the Subscriber Agreement.
2. If the accidental loss or damage is covered by the Manufacturer's Warranty. If the Manufacturer's Warranty covers the loss or damage, this Valeu Pack Plus agreement does not cover the loss or damage .
3. If you fail to take all reasonable precautions to safeguard the Goods, including, but not limited to:
 - (a) If you do not protect the Goods from theft or loss as if you bear the risk. You must guard against theft or other loss of the Goods and SIM Card as carefully as if you had to pay for the loss yourself;
 - (b) If the Goods are left exposed where it is vulnerable to easy removal or damage, either in a public place of whatsoever nature or description, or during any social occasion. If the Goods are placed anywhere where it may be easily taken by someone, or damaged, or in any public place during any social gathering where guests are present and it is lost or damaged, Cell C will not be liable;
 - (c) If the Goods are not used for the purposes intended. The Goods must be used only as a cellphone, speedstick, dongle or laptop (whichever is applicable) and if you use it for any other purpose, Cell C will not be liable;
 - (d) If the Goods are not properly protected from exposure to liquids of any nature. Do not allow any liquids to get onto or into the Goods;
 - (e) If the Goods are not used and maintained in accordance with the manufacturer's requirements. When you get the Goods and SIM Card there will be a manufacturer's instructions which you must read carefully and apply to the way you use and look after the Goods, or you will not be entitled to benefit from Value Pack Plus;
 - (f) If the Goods are placed in any liquid, powder, sand or soil; and
 - (g) If you do not take reasonable care of the Goods and the SIM Card in any way including the ways described in (a) to (f) above, Cell C will not be liable for any repair or replacement of the Goods.
4. If the loss is as a result of normal wear and tear. Ordinary wearing out and damage caused by ordinary use of the Goods is not covered.

5. If the loss or damage is to accessories. Only the Goods itself are covered and you must pay for the repair or replacement of any accessories used with the Goods.
6. If the Goods have been repaired or tampered with by any person other than a repair centre approved and pre-authorized by Cell C and if you or anyone else not approved by Cell C repairs or interferes with the Goods, you will not be covered.
7. If the loss or damage is caused by any abuse, unlawful use or willfulness by you. You do not have any cover for your own misuse of the Goodst, using it unlawfully or deliberately causing the loss.
8. If any amount due to Cell C has not been paid. If you owe any amount to Cell C the Goods will not be repaired or replaced until you have paid what you owe.
9. If the loss or theft is covered by any insurance. If you have any insurance covering the loss or damage, this C-Cover does not apply to that loss or damage.
- 10.If any accidental loss is due to natural causes or disasters, directly and exclusively without human intervention and which could not have been guarded against. Cell C does not provide cover if the loss or damage is caused by a natural disaster or event that could not have been prevented.
11. If the loss is caused by war, invasion, act of foreign enemy, act of terrorism, riot, or public disorder. Acts or aggression, terrorism or social unrest which cause loss or damage are not covered.
- 12.If the loss or damage is caused by any event arising from nuclear fission. If the loss is caused by a nuclear reaction there is no cover.
- 13.If you fail to deliver any damaged Goods to Cell C, or the authorised repair centre nominated by Cell C within 30 days of the event. You must return any damaged Goods to Cell C or an authorised repairer selected by Cell C within 30 days of the damage happening or you will not have cover.

D. Limit (Note that this is a limit on the maximum amounts that you may be paid according to the option chosen by you on the application)

The maximum amount that Cell C will bear in respect of any incident is R12, 500 (including vat).

Any amount exceeding the maximum limit will be for your account or of your representative. The limit is inclusive of amounts payable by you. The maximum limits include the amounts payable by you in paragraph E below.

Fourth or subsequent loss of any kind during any 18 month period If you claim for three losses in 18 months you will not have any cover until after the end of the 18 month period.

No cover Value Pack Plus will be suspended from the date of the 3rd loss until a date 18 months from the date of the first loss.

E. Amounts payable by you

In order to ensure that cover remains affordable, you must pay the following amounts before any benefit is provided by Cell C. You must pay part of every loss to encourage you to look after the Goods and to pay small claims themselves so that careless behavior and many small claims do not make the cover too expensive:-

LOSS/THEFT OF CELLPHONE	First MSISDN Incident	Second MSISDN Incident	Third MSISDN Incident	
Amount payable by you	R 350	R 650	R 800	
ADDITIONAL AMOUNTS				Amount Payable
Any incident occurring within 30 days of inception of the Value Pack Plus Agreement				An additional R 600
Any incident occurring from 30 to 60 days of inception of this Value Pack Plus Agreement				An additional R 300

Note All amounts included in the above tables include VAT

No amount payable by you under this Sections E may be offset against the value of any benefit.

F. Period

The Value Pack Plus Provisions will be in force for each billing month for which an additional subscription has been paid by you for Value Pack Plus.

You may terminate Value Pack Plus on 30 days' notice to Cell C, either in writing or by calling 140 or 084 140.

Cell C may terminate the Value Pack Plus Provisions on 30 days' notice to you, subject to crediting you with any additional subscription paid which is unearned by Cell C.

G. Increased Contributions

Cell C may increase the amount of any additional contribution payable in terms of these Value Pack Plus Provisions on 30 days' notice to you, but you can give notice to terminate the agreement on the day before the increase will take effect.

H. Incident Limitation

These Value Pack Plus benefits will cease with immediate effect if you make 3 claims during any 18 month benefit; until the commencement of any Renewal Period.

I. Incidents

1. Cell C will not be liable for any benefits if you do not fully perform all obligations under this agreement, including the provisions relating to reporting the incident.

2. If any event of loss or theft of the Goods occurs, giving rise to an incident under the Value Pack Plus Provisions, you must immediately notify the Cell C Contact Centre (084-140), not later than 3 days after such loss or theft, to initiate the deactivation of the MSISDN number relating to the SIM Card.
3. Cell C will blacklist any lost or stolen Goods on the GSM Network as soon as possible after you have advise us of the theft or loss.
4. You must report any loss or theft of the Goods to the relevant police station within 3 working days of the happening of any total loss or theft and you must obtain a police case number.
5. If any incident happens that will give you a claim under Value Pack Plus, you must within 30 days of the event submit a completed written incident form to Cell C in the form required by Cell C (available on its website); and you must provide any additional information requested by Cell C within 30 days of such request.
6. We will give you notice in writing if we refuse to give you a benefit claimed under Value Pack. You will have no claim at all unless you institute legal proceedings (like issuing a summons) for the amount you claim within 12 months of the date on which we reject your claim in writing. We need to calculate our losses on an annual basis which is why your time to sue is limited to 12 months.
7. If any missing Goods are traced or any person responsible for the loss is traced, you must help Cell C in every reasonable way, free of charge, to recover the Goods, or the amount of Cell C's loss for the incident.
8. If you owe any amount to Cell C which is in arrears, you must pay the full amount outstanding before we will take any decision on the claim, or pay any benefits arising from an incident causing loss or damage to the Goods.
9. If you make 3 claims in any 18 month period, Value Pack Plus will be suspended immediately and will only come back into effect after the 18 month period has ended.

J. Forfeiture for fraud

If any incident reported by or on behalf of you is in any respect fraudulent, or if any fraudulent means are used by or on behalf of you to obtain any Value Pack Plus benefit, all rights to any Value Pack Plus benefits will be forfeited and these Value Pack Provisions will no longer apply to you.

K. No consequential loss

Cell C will not incur any liability at all for any indirect or consequential loss, damage or liability, no matter how that loss, damage or liability occurs. Direct loss is the amount directly lost because the Goods or SIM Card are lost, stolen or damaged. Indirect or consequential loss is any loss that results from that direct loss and is not covered by this Value Pack Plus.

L. Repairs by you

If you have the Goods examined or repaired at any unauthorised repair centre, you will not be entitled to reimbursement of any costs incurred. Cell C will only be obliged to pay for repairs by an authorised repair centre which it has authorised or approved in advance of the work being done.

M. General

Any notice to be delivered by Cell C to you may be delivered electronically (including sms), or by hand or by fax to your address given in the Application.

Any notice to be delivered by you to Cell C must be delivered by hand to 150 Rivonia Road, Sandown for the attention of the Cellphone Cover Department or by fax to 084 14329 Cell C.