

“All-In-One” Prepaid Tariff Plan Terms and Conditions June 2020

1. Please note the following:
 - 1.1. It is important that you read these terms and conditions carefully and understand them as participation in this offering will constitute your agreement to be bound by and comply with these terms and conditions for the “All-In-One” tariff plan for the Prepaid service (“**Service**” or “**All-In-One**” **Tariff Plan**). If you do not agree to these terms and conditions, please do not continue participating in this offering.
 - 1.2. Collectively, Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as “**Cell C**” in these terms and conditions.
 - 1.3. All standard terms and conditions of Cell C apply. These can be found at <http://www.cellc.co.za/terms-and-conditions>.
 - 1.4. Important terms and conditions which may limit Cell C’s responsibility or involve some risk for you may be in **bold** including provisions which may limit Cell C’s risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.
 - 1.5. All prices and usage rates advertised in these terms and conditions include VAT (at the prevailing rate, being, as at the date of these terms and conditions, 15%), unless otherwise stated.
 - 1.6. The “All-In-One” Tariff Plan will be available from June 2020 and will continue to be available for an indefinite period unless otherwise communicated by Cell C.

2. Activation/Tariff Plan

- 2.1. Standard RICA processes and business rules apply. These processes and business rules can be found at <http://www.cellc.co.za/about/rica>. New customers will be required to RICA a Cell C starter pack before activation. To RICA the following documentation is required:
 - 2.1.1. A South African Identity Book or Card or Valid Passport; and
 - 2.1.2. Proof of address as may be acceptable in accordance with the applicable laws.
- 2.2. New customers, including those porting to Cell C on the new All-In-One starter pack, will by default be activated on the “All-In-One” Tariff Plan.
- 2.3. Voice calls on the All-in-One Tariff Plan will be billed on a per-second basis.
- 2.4. The rates indicated in the table below are fixed and apply at any time of the day.

“All-In-One” Tariff Plan Rates	
Data	R0,29 (per MB)
Voice calls (to any local network at any time)	R0,99 (per minute – billed per-second)
SMS (to any local network at any time)	R0,50
MMS	R0,50
International SMS	R1,74
International calls	As per international calling rates
International roaming	As per country and individual network rates*
*International roaming services Prepaid T’s and C’s are applicable.	

3. All-In-One Bonus Data Promotion

- 3.1. Customers on the “All-In-One” Tariff Plan will automatically receive double data for FREE on every recharge / purchase of an All-In-One bundle they make (“**Bonus Data**”). Cell C may, at its sole discretion, change the Bonus Data allocation from time to time and/or the vary the charges of the All-In-One Tariff Plan as it deems necessary.

- 3.2. The Bonus Data promotion will be available for 6 months from the date of activation of the new All-In-One starter pack. After 6 months the customer will receive the standard value of any All-In-One bundle purchased/recharged.
- 3.3. On the Bonus Data promotion customers will receive the face value of the inclusive data on a standard All-In-One bundle PLUS a free additional data allocation for every All-In-One bundle they purchase/recharge.
- 3.4. The table below shows the Bonus Data allocation per All-In-One bundle.

All-In-One Bundle	Standard inclusive Data	Free Bonus Data	Any-net minutes	Cell C to Cell C minutes	Validity
All-In-One 30MB	30MB	30MB	5	30	1 day
All-In-One 120MB	120MB	120MB	10	300	14-days
All-In-One 300MB	300MB	300MB	20	600	30-days
All-In-One 1GB	1GB	1GB	45	900	30-days
All-In-One 2,5GB	2,5GB	2,5GB	60	900	30-days

- 3.5. Bonus Data can be used for any Internet access at any time of the day.
- 3.6. The Bonus Data will be applicable for any All-In-One bundle purchased by the customer across the following channels and formats:
- 3.6.1. Cell C USSD (airtime purchases); and
- 3.6.2. Cell C app and portal (both purchases from airtime and card purchases).
- 3.7. The Bonus Data cannot be transferred or gifted to any other Cell C customer nor will it be transferable to any other third party.

4. Validity/Expiry

- 4.1. The Bonus Data is valid for the same validity period as per the All-In-One bundle purchased/recharged. Cell C may, at its sole discretion, review the validity period from time to time.
- 4.2. The Bonus Data not used before the expiry of the validity period will be forfeited.

5. Migrations

- 5.1. All customers wanting to migrate out of the "All-In-One" Tariff Plan can do so via *108# or *147# USSD menus, subject to the below business rules which apply to all migrations:
- 5.2. Migration out:
- 5.2.1. Customers will lose any Bonus Data rewarded to them on the "All-In-One" Tariff Plan and will not qualify for the Bonus Data on subsequent All-In-One purchases/recharges in the event that they migrate;
- 5.2.2. In the event of migration, any airtime balances (paid for airtime, data bundles, campaign benefits Emergency Airtime and Airtime Share values) will be migrated as well; and
- 5.2.3. The only benefit forfeited by migration is the available Bonus Data.
- 5.3. Migration Fee:
- The first migration in a month is FREE. Any subsequent migrations are charged at R5 per migration.

6. All-In-One Starter Pack's

- 6.1. The new All-In-One Tariff Plan will be the default plan when activating an All-In-One starter pack.

- 6.2. There will be two All-In-One Starter Packs – an All-In-One 120MB and All-In-One 300MB pack.
- 6.3. The All-In-One Starter Packs will be available in selected Cell C retail channels as may be determined by Cell C.
- 6.4. The All-In-One Starter Packs will be available to all new prepaid customers, subject to clause 7, from June 2020 and will continue to be available for an indefinite period unless otherwise communicated by Cell C.
- 6.5. New customers who RICA and activate an All-In-One 120MB Starter Pack will receive the following once-off free benefits after making a R10 cumulative or once-off recharge or by making a non-cumulative bundle (of either Voice/SMS or Data bundle) recharge in the first 30 days of activating the Starter Pack. A Customer will receive a free All-In-One 120MB double data bundle as follows, which will be valid for 7 days:
 - 6.5.1. 120MB anytime data PLUS 120MB free data;
 - 6.5.2. 10 any network minutes; and
 - 6.5.3. 300 Cell C to Cell C minutes.
- 6.6. New customers who RICA and activate an All-In-One 300MB Starter Pack will receive the following once-off free benefits after making a R20 cumulative or once-off recharge or by making a non-cumulative bundle (of either Voice/SMS or Data bundle) recharge in the first 30 days of activating the Starter Pack. Customer will receive a free All-In-One 300MB double data bundle as follows (valid for 15 days):
 - 6.6.1. 300MB anytime data PLUS 300MB free data;
 - 6.6.2. 20 any network minutes; and
 - 6.6.3. 600 Cell C to Cell C minutes

7. Exclusions

- 7.1. The “All-In-One” Tariff Plan is not available to:
 - 7.1.1. Contract / Postpaid and TopUp Customers;
 - 7.1.2. CST lines;
 - 7.1.3. WASPs; or
 - 7.1.4. LCR (Least Cost Routing) products.
- 7.2. The Bonus Data value is only available for local usage only.
- 7.3. The “All-In-One” Tariff Plan benefits may not be used in conjunction with any other Promotion included in other Cell C products to generate additional benefits. Cell C will regard this act as a fraudulent activity and will suspend the Service immediately pending an investigation.

8. General

- 8.1. Any valued added services or bundles added to the account will be deducted from the customer’s airtime.
- 8.2. All Premium rated voice calls, SMSs, MMSs and Internet usage will be charged for at the applicable rate.
- 8.3. Customers will be allowed to do a SIM swap by using a Cell C starter pack. The current SIM swap rules for Cell C customers apply. You may access these on <http://www.cellc.co.za/terms-and-conditions>.
- 8.4. All Prepaid benefits and balances will be transferred to the new SIM when a SIM swap is performed.
- 8.5. The “All-In-One” Tariff Plan and any benefits can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits.

- 8.6. Cell C may amend, modify and/or otherwise change these terms and conditions in its sole and absolute discretion from time to time and the amended version will be posted on <http://www.cellc.co.za/terms-and-conditions> or may be displayed in any other media as may be communicated to you.
- 8.7. Cell C will notify you before it amends or otherwise changes the terms and conditions. By continuing to use the "All-In-One" Tariff Plan, **you agree and understand that you will be bound by these terms and conditions as amended from time to time.** Please note however that it is your responsibility to review these terms and conditions regularly. Any changes to the terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.
- 8.8. **Cell C and any of its agents, directors, affiliates, members or employees (each an "Indemnified Person") shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of the product. Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –**
- 8.8.1. **any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the All-In-One Tariff Plan or your use of the All-In-One Tariff Plan, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and**
- 8.8.2. **any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any licence to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes or any other cause beyond Cell C's reasonable control.**
- 8.9. Cell C has the right to withdraw the "All-In-One" Tariff Plan, the accompanying promotion, suspend and/or discontinue the Services in its sole and absolute discretion and will notify customers if it chooses to do so. **Customers will not have a claim against Cell C in this event.**