



## MEDIAPLAY FIBRE TARIFF PLAN PRODUCT TERMS AND CONDITIONS

1. It is important that you understand and agree to these Terms and Conditions, as well as the C-Fibre Terms and Conditions (which are available on the Cell C website) in order to make use of the Cell C MediaPlay Fibre service.
2. Cell C is offering Fibre in partnership with local Fibre Network Operators ("FNO") providing a fibre network on an open access model.
3. It is important that you understand that Cell C does not own the fibre network, the fibre lines or the Consumer Premises Equipment ("CPE") installed at your premises and that these remain the property of the FNO at all times.
4. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company (Pty) Ltd apply.
5. Standard RICA process and business rules apply.

### How To Sign Up For MediaPlay Fibre Tariff Plan

6. MediaPlay Fibre tariff plan will be available through the following channels:
  - 6.1. Cell C Fibre Field sales team which you can email at [myfibre@cellc.co.za](mailto:myfibre@cellc.co.za);
  - 6.2. Cell C Fibre Telesales team which you can contact on 084 135 or email at [Fibredirect@cellc.co.za](mailto:Fibredirect@cellc.co.za);
  - 6.3. Through our online channel, namely the online sales portal, which can be accessed at <https://www.cellc.co.za/cellc/c-fibre>;
  - 6.4. Cell C Business Sales Channel which you can contact on 084 194 4000 or email [BusinessSales@cellc.co.za](mailto:BusinessSales@cellc.co.za);
  - 6.5. Select Cell C owned and franchise stores.
7. MediaPlay Fibre tariff plans are available to new and existing Cell C and Fibre customers.
8. MediaPlay Fibre is available on Hybrid and Post-paid tariff plans.
9. Customers signing up for MediaPlay Fibre on a post-paid tariff plan will be credit vetted and RICA will apply to the Mobile SIM cards.
10. MediaPlay Fibre is a converged tariff plan offering uncapped fibre and C-Fibre Connector mobile, which is inclusive of mobile voice, mobile data, mobile Wi-Fi calling benefits and the BINGE Premium entertainment package on **black**.
11. Notwithstanding the date of the Fibre installation, the use of MediaPlay Fibre tariff plans will be on a month-to-month basis, until MediaPlay Fibre is cancelled by either you or Cell C in accordance with the respective rights set out in these Terms and Conditions.
12. A 24 month prorated claw back in the event of an early cancellation of the contract, i.e. the customer will be liable for the outstanding pro-rata amount of the installation, connection, Wi-Fi router or black Smartbox (as applicable) should they cancel the contract within the first 24 month period from the service activation date.
13. MediaPlay Fibre is available on the 20Mbps, 50Mbps and 100Mbps line speed services only across all the Fibre networks.
14. The MediaPlay Fibre tariff plans will provide subscribers with the following inclusive benefits;
  - 14.1. Unlimited, unrestricted and unshaped fibre;
  - 14.2. C-Fibre Connector mobile offering;
    - 1000 Any-net voice minutes per SIM per month
    - 2GB of mobile data per SIM per month
    - Unlimited free black streaming data is included on C-Fibre Connector Mobile until 30 June 2019
    - 500 Any-net Wi-Fi calling minutes per SIM per month
    - 300 SMSs per SIM per month
  - 14.3. The BINGE Premium entertainment package on **black**; provides viewing access to over 60 TV channels, local and international movies, series, music, sport, live TV, kid's shows, documentaries and much more;
  - 14.4. A free **black** SmartBox valued at R 1, 499 Inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back\*;
  - 14.5. A free Wi-Fi Router valued at R 1,699 inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back\*;
  - 14.6. Free installation starting from R 862.50 inclusive of VAT. Please note that this value will vary depending on the fibre network and will be subsidised by Cell C, subject to a pro-rated claw back\*; (Free installation is limited to the standard



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Installation provided by the fibre network operator. Any additional installation requirements outside of the standard Installation will be for the customer's account);

14.7. Free connection starting from R 575 inclusive of VAT. Please note that this value will vary depending on the fibre network operator and will be subsidised by Cell C, subject to a pro-rated claw back\*; and

14.8. FREE personalised device set-up.

**\*A 24 month pro-rated clawback in the event of an early cancellation of the contract is applicable, i.e. the customer will be liable for the outstanding pro-rata amount of the installation, connection, Wi-Fi router or black SmartBox (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**

15. A MediaPlay Fibre customer is required to complete an application form, provide supporting documentation (as requested), as well as comply with these Terms and Conditions and the C-Fibre terms and Conditions when applying for any of the MediaPlay Fibre tariff plans.
16. Upon successful application for MediaPlay Fibre, Cell C will deduct an equivalent of one month's subscription fee (plus any other applicable costs) immediately from the customer's credit card, as an upfront payment for the MediaPlay Fibre service.
17. In order to do so, Cell C will require the customer's credit card details, in order to facilitate the upfront payment.
18. In return for the provision of Services, you agree to pay the monthly Subscription Fee, which is billed to you in advance.
19. The Subscription Fee that you pay at the end of a month is for the next month's services.
20. If the Agreement starts later than the first day of any month then the first month's Subscription Fee and Inclusive Benefits will be pro-rated.
21. The MediaPlay Fibre monthly subscriptions will be billed and collected monthly in advance (upfront payment option), prior to the allocation of the monthly inclusive benefits.
22. MediaPlay Fibre inclusive benefits are allocated at the beginning of each month.

### **BINGE Premium on black**

23. MediaPlay Fibre offers access to BINGE Premium entertainment package on **black** only.
24. You are required to complete an email verification process, which is initiated once you complete payment for your MediaPlay Order. An email verification link will be sent to you to complete, in-order for your **black** account to be created. This step is mandatory without which, you will have no access to your BINGE Premium entertainment package on **black**.
25. Should you wish to access other **black** services that include FOX channel, Rent**black**, BTV, Buy**black**, Kids**black**, Audiob**black**, Sports**black**, Play**black**, Bet**black** or Ticket**black**, they may do so directly via your TV using the **black** Smartbox or on the **black** website at [www.black.co.za](http://www.black.co.za) or #GET**black** Android or iOS app for additional devices; however these services will come at an additional cost.
26. You can stream BINGE Premium entertainment package on **black** via your TV using the **black** Smartbox and/or you can download #GET**black** Android and iOS apps to stream BINGE Premium entertainment package on **black** from any other additional compatible devices such as Smartphones, PC and/or tablets.

### **C-Fibre Connector Mobile Service**

27. The C-Fibre Connector mobile service offered on the MediaPlay Fibre tariff plan is offered on a SIM only basis.
28. A mobile handset or device is not included as part of the mobile service and customers can purchase this separately.
29. The mobile service is not eligible for dual SIM and dual device.
30. The mobile SIM cards are subject to RICA.
31. The mobile SIM cards are enabled on a hybrid tariff plan. Should the subscriber run out of their inclusive mobile benefits, they can either go out of bundle or purchase a top-up bundle provided the airtime wallet is recharged with airtime.
32. The mobile SIM cards will be allocated 1000 Any-net mobile voice minutes, 2GB mobile data, 300 SMSs and 500 Any-net Wi-Fi calling minutes per SIM card per month.



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33. Unlimited free black streaming data included on C-Fibre Connector Mobile until 30 June 2019, after which customers will be required to purchase additional data bundles or black data bundles to stream content on their mobile phones.
34. The unlimited black streaming data included on C-Fibre Connector Mobile can only be used for black usage (i.e. streaming content on the black platform). No other data usage will be allowed using the inclusive free unlimited black data.
35. National roaming on Vodacom, will NOT be allowed when using the inclusive free unlimited black data.
36. The unlimited streaming included on C-Fibre Connector Mobile is only for usage on the black platform (i.e. streaming content on the black platform).
37. National roaming on Vodacom will NOT be allowed when using the unlimited free streaming.
38. International roaming will NOT be allowed for purposes of the unlimited free streaming.
39. SIM and connection fee is not applicable to the mobile SIM cards.
40. SIM Swap is applicable to the mobile SIM cards only.
41. Should the subscriber have an existing mobile handset / handsets linked to their existing standard Cell C mobile services, they will be provided with the option of settling the outstanding amount on the mobile handset/handsets once-off before signing up for C-Fibre Connector tariff plan.
42. Conversion of existing Cell C mobile voice tariff plans to MediaPlay Fibre tariff plan is allowed, however the Cell C mobile tariff plan will first be migrated to a pre-paid tariff plan. Customers are first required to settle any outstanding pro-rata clawback amounts owing on their mobile handset before their existing Cell C mobile line can be converted to the MediaPlay Fibre tariff plan.
43. The inclusive mobile voice minutes, mobile data and Wi-Fi calling minutes benefits on MediaPlay Fibre cannot be transferred to any new or existing Cell C mobile voice tariff plan when a MediaPlay Fibre customer converts their lines to a standalone Cell C mobile voice tariff plan. The inclusive benefits will be forfeited upon conversion.
44. Port-IN will apply to MediaPlay Fibre and will cater for customers porting from other mobile operators to Cell C.
45. Port-IN will only be initiated once the fibre service is active.
46. The billing increment for the mobile service is on a per second billing from the 1st second for a voice call and 25KB for data increments.
47. The inclusive mobile voice and Wi-Fi calling minutes benefits will be applicable across all local mobile networks including national roaming.
48. All international calling and premium rated calls will be excluded from the inclusive mobile voice benefit. This usage will be billed at the applicable out of bundle rate, provided the MediaPlay Fibre customer has sufficient airtime in their airtime wallet.
49. Community Service Telephones, Low Cost Routing and WASPs/Premium Rated Services will be billed at applicable out of bundle rates, provided the MediaPlay Fibre customer has sufficient airtime in their mobile airtime wallet.
50. Cell C will not be liable for charges incurred where the subscriber dials non-qualifying numbers. Qualifying numbers include all numbers that are serviced by National Mobile Operators, including Telkom and Neotel fixed lines in South Africa and will be billed at applicable out of bundle rates, provided the C-Fibre Connector customer has sufficient airtime in their mobile airtime wallet.
51. All international SMS, international MMS, premium rated SMS and premium rated MMS will be billed at the applicable out of bundle rate, provided the C-Fibre Connector customer has sufficient airtime in their mobile airtime wallet.
52. Data consumption while roaming internationally will not deplete from the inclusive mobile data. International roaming Data rates will apply and this usage will be billed at the applicable out of bundle rate, provided the MediaPlay Fibre customer has sufficient airtime in their mobile airtime wallet.
53. The inclusive mobile data benefit can only be used when the customer is on the Cell C network or on the network of Cell C's South African roaming partners within South Africa.
54. Where the customer has fully depleted the inclusive mobile benefits before end of the month, the following out of bundle rates will apply, provided the MediaPlay Fibre customer has sufficient airtime in their mobile airtime wallet:



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**Table 1: C-Fibre Connector Out Of Bundle Rate On MediaPlay Fibre Tariff Plan**

OUT OF BUNDLE RATE	C-FIBRE CONNECTOR 20	C-FIBRE CONNECTOR 25	C-FIBRE CONNECTOR 40	C-FIBRE CONNECTOR 50	C-FIBRE CONNECTOR 100
Voice	R 1.52	R 1.52	R 1.52	R 1.52	R 1.52
Data (Per MB)	R 1.00	R 1.00	R 1.00	R 1.00	R 1.00
SMS	R 0.51	R 0.51	R 0.51	R 0.51	R 0.51
MMS	R 0.51	R 0.51	R 0.51	R 0.51	R 0.51
Wi-Fi Calling	R 0.50	R 0.50	R 0.50	R 0.50	R 0.50
International SMS	R 1.72	R 1.72	R 1.72	R 1.72	R 1.72

55. RICA, Port-IN and Shipping of C-Fibre Connector mobile SIM cards, black Smartbox and Wi-Fi Router will only be initiated once the Fibre has been installed and the Fibre service has been activated and not prior to this happening.
56. The BINGE Premium entertainment package on black will be activated only once the Fibre service is installed and active.
57. The Wi-Fi router, black SmartBox and mobile SIM cards will be shipped to the customer only once the Fibre service is installed and active.
58. The regulations aim to protect customers from being billed out of bundle rates which leads to bill shock. The requirements differ for post-paid and Hybrid customers. Through the "Out Of Bundle Usage control" service the customer will be able to choose if they want to be billed any out of bundle charges for data, voice or SMS usage individually. Customers can choose to have no out of bundle usage or set themselves a Rand value or choose no specific limit. The following changes will apply to C-Fibre Connector Mobile tariff plans:
- For post-paid customers, the limits will apply to charges that will be added to their bill.
  - For Hybrid customers, the limits will apply to charges that are deducted from available airtime on the customers GPA (General Purpose Account).
59. According to the regulations, hybrid customers can, by default, be charged out of bundle for voice and SMS, BUT cannot by default be charged for out of bundle data charges (i.e. they must opt in).
60. If a customer selects no remain opted out for data out of bundle charges they must always have a data bundle to be able to access the Internet.
61. For Hybrid customers the default settings for out of bundle usage on activation will be as follows:
- Data – allow out of bundle
  - Voice – allow out of bundle
  - SMS – allow out of bundle
62. According to the regulations, post-paid customers can by default, be charged out of bundle for voice, SMS and data, BUT must be given the option to select to not be billed out of bundle rates for voice and SMS (i.e. they will only be able to use these services if they have an inclusive or add-on bundle to deplete from). Data is not covered for post-paid customers but is covered Hybrid customers. For post-paid customers the default settings on activation will be:
- Data – allow out of bundle
  - Voice – allow out of bundle
  - SMS – allow out of bundle



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63. **C-FIBRE CONNECTOR MOBILE** customers are required to self-manage their out of bundle spend for Data, Voice and SMS, in order to help you manage how much you can spend on your account.
64. To self-manage your out of bundle usage limit, the following tools are available to you;
- Download the Cell C App on your Android or iPhone smartphone to register and go to "Manage Limit" under the "Services" menu;
  - Or register for Cell C online self-service and go to "Manage Limit" under the "My Services" menu;
  - Or dial USSD Code \*147# and select Option 1 "Manage Account".
65. Should a customer select to remain opted out for data out of bundle charges, they must always have a data bundle to be able to access the Internet.
66. The following options are available to you, to manage out of bundle usage limits:

### HYBRID CUSTOMERS

- Set **out of bundle spend** to "**Unlimited**", which means that you will be able to use services when you do not have a bundle loaded.
  - Out of bundle charges will be deducted from any available airtime in the customers GPA account.
  - Out of bundle charges will be deducted until your GPA balance reaches Zero Rands. At this point you will need to recharge with airtime to continue using services.
- Set a **defined Rand value for out of bundle spend** limit (in units of 10), which means that you will be able to spend up to that value on out of bundle charges.
- Out of bundle charges will be deducted from any available airtime up to the selected value.
- Out of bundle charges will be deducted until the out of bundle spend reaches the defined value OR your GPA balance reaches Zero Rands.
  - Where your airtime is depleted prior to the out of bundle spend value being reached usage won't be allowed until you recharges with airtime (i.e. there is no way you can continue usage until they recharge).
- The value selected can be higher than your available airtime BUT charges will BE capped to the available airtime.
- Set to have no out of bundle spend by entering R0, which means you always need to have a bundle active to make use of the service.
  - No out of bundle usage will be allowed.
  - No out of bundle charges will be incurred by the customer or deducted from their available airtime.
  - This will impact customer experience due to the fact that customers will be cut off if they are on a call or internet session and they run out of inclusive bundle value.

### POST-PAID CUSTOMERS

- Set out of bundle spend to "Unlimited", which means that you will be able to continue using your services when your inclusive benefits are depleted and you do not have a bundle loaded.
  - Out of bundle charges will be added to your monthly bill.
  - Your "exposure" will be covered by your Credit and Bill Limit.
- Set a **defined Rand value for out of bundle spend** limit (in units of 10), which means that you will be able to spend up to that value on out of bundle charges.



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- Out of bundle charges will be added to your monthly bill.
  - The value selected can be higher than your Bill Limit, BUT charges will BE capped and you won't be able to spend higher than your Bill Limit.
- c. Set to have **no out of bundle spend** buy entering R 0, which means that you will always need to have a bundle active to make use of the service.
- No out of bundle usage will be allowed.
  - No out of bundle charges will be incurred by you or added your bill.
  - This will impact your experience due to the fact that your service will be cut off should your inclusive benefits run out whilst on an internet session.
67. If a customer has a data bundle already loaded, the data bundle with the first expiry date will be depleted first, followed by the inclusive data of the **C-Fibre Connector Mobile SIM**.
68. Any other data bundles loaded on the customer's account shall deplete first, prior to the in-bundle value being depleted, but only if the expiry date of the bundle is earlier than the in-bundle allocation
69. **C-FIBRE CONNECTOR MOBILE** customers will be allowed to transfer data from one user to another on the same network.
70. To transfer data, the following tools are available to you;
- a. Download the Cell C App on your Android or iPhone smartphone to register and go to "Send Data" under the "Services" menu;
  - b. Or register for Cell C online self-service and go to "Send Data" under the "My Bundles" menu;
  - c. Or dial USSD Code \*147# and select Option 3 "Data & Airtime Share".
71. The following data transfer options are available to you:
- a. 1GB data transfer limit per customer per day.
  - b. A maximum of 3 data transfers per customer per day.
72. The inclusive benefits are valid for 60 days and does not rollover automatically.
73. Cell C will allow customers who have data that is about to expire, the ability to buy additional time and in doing so, extend the validity of their data bundle before it expires.
74. Customers will only pay for an extension of the expiry date, no additional data will be added.
75. The additional time period purchased will be added to the existing expiry date and not from the time the rollover is purchased.
76. You have the option to extend your data by 1 day, 7 days or 30 days.
77. To rollover data, the following tools are available to you;
- a. Download the Cell C App on your Android or iPhone smartphone to register and go to "Data Bundle Rollover" under the "Services" menu;
  - b. Or register for Cell C online self-service and go to "Data Bundle Rollover" under the "My Bundles" menu;
  - c. Or dial USSD Code \*147# and select Option 4 "Bundles #EXTRA GIGS#".

### **Billing**

78. Pro-rata billing of the monthly subscription fee will only apply in the first month that the MediaPlay Fibre service is activated; the full month's subscription based on the package selected will be due monthly.
79. Thereafter, you will receive a monthly invoice for MediaPlay Fibre.
80. Should you fail to pay the invoice, Cell C will suspend your MediaPlay Fibre service until payment is made.
81. The maximum period allowed on the suspension of your MediaPlay Fibre service is equivalent to a calendar month, after which the MediaPlay Fibre service will permanently be terminated.





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82. Billing will continue through the suspension period for the MediaPlay Fibre tariff plan and the full month's monthly subscription will apply for the period that the subscriber was suspended.
83. Should the MediaPlay Fibre service be terminated and at a future date you request for the MediaPlay Fibre service to be reconnected, you will be liable for a re-connection fee and you will also be required to first settle any outstanding amounts owing to Cell C prior to the MediaPlay Fibre service being re-connected.
84. Should your MediaPlay Fibre service be suspended due to missed payment, and you then make payment at any time during that month, you understand that there may be a delay before your payment reflects in Cell C's bank account and this may cause a delay in the re-activation of your MediaPlay Fibre Service.

### Usage And Device Rules For BINGE Premium Entertainment Package On black

85. When using and accessing the **black** platform, you may have five devices registered at any given time.
86. Once you have the maximum of five devices registered to your **black** account, you may only add and remove one device per month.
87. Out of the five registered devices, you may only stream or download concurrently on two devices at a time.
88. All devices can only be registered to one **black** account; you cannot have two **black** accounts with the same device registered on both accounts.
89. Once a device is deregistered from a particular account on the **black** platform, it cannot be added **back** for a period of 12 (twelve) months to any **black** account.

### GETTING STARTED WITH BINGE PREMIUM ENTERTAINMENT PACKAGE ON black

#### 90. Activate BINGE Premium

- **Step 1:** In order to provide you with access to the BINGE Premium entertainment package on black, Cell C requires you to verify your email address and account for security reasons. You will receive an email, immediately your order is created, with an email verification link.
- **Step 2:** Click on the link provided on email, to proceed with the email verification process.
- **Step 3:** You will be re-directed to a webpage, where you will be required to enter in the text box, your primary mobile number linked to your MediaPlay Fibre Order if you are a new customer or your mobile number linked to your Cell C account if you are an existing Cell C customer.
- **Step 4:** Once your email address and account has been verified, your account on black will be activated and you will receive your login details (username and password) to access your black account. Please note that the BINGE Premium package will only be active, once your Fibre line is installed and the Fibre service activated. In the meantime, you will have access to explore the other services offered on black whilst you wait.
- **Step 5:** Your Fibre line is now installed and the Fibre service activated, you will now receive a confirmation that your BINGE Premium service is now active.

#### Setting up the black Smartbox

Follow the step-by-step, easy-to-follow guide provided to help you connect your **black** SmartBox. It is quite simple, unpack the box, connect the power cable and the HDMI cable to the box and your TV. All you now need is your Fibre internet connection and you are now ready to convert your TV into a smart entertainment experience and access a world of content for the whole family.



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### Download our GETblack app for additional devices

Downloading our app for additional devices is easy. All you need is any android or iOS smartphone or tablet. Go to the google play store or the app store. Search for **GETblack** and download our app OR visit [www.black.co.za](http://www.black.co.za) to watch **black** across multiple devices.

### Permitted Use Of The BINGE Premium Entertainment Package On black

91. You may access and use the BINGE Premium entertainment package on **black** only for your individual, private, non-commercial use, and in accordance with these Terms and Conditions, as well as the **black** terms and conditions which can be found at <https://www.black.co.za>.
92. All content or software which we make available to you in terms of the BINGE Premium entertainment package on **black** are either owned by, or licensed to, us and/or our affiliates and content providers, and are protected by intellectual property law.
93. You may not use the BINGE Premium entertainment package on **black**, or any aspect thereof, in any manner that constitutes a violation of any law (including intellectual property law), or an infringement of our rights (including intellectual property rights) or those of our affiliates, content providers, licensors or any third party.
94. You may not reproduce, modify, copy, transfer (to any person or onto any device, whether corporeal or content available on the **black** platform or through the BINGE Premium entertainment package on **black**, for any reason whatsoever, unless authorised to do so in line with these Terms and Conditions.
95. You may not hack, reverse engineer, decompile, modify, tamper with or otherwise compromise the security of any digital rights management system or any other security or content protection systems used for or in relation to the provision of the BINGE Premium entertainment package on **black** and/or the **black** platform.
96. You may not use the BINGE Premium entertainment package on **black** in any manner that causes it, or any aspect thereof, to be interrupted or damaged.
97. It is important that you understand that all customers who make use of the BINGE Premium entertainment package on **black** or access the **black** platform, indemnify Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from your use of the BINGE Premium entertainment package on **black** and/or **black** platform.

### BINGE Premium Support

98. Should you experience any difficulties with any aspect of the BINGE Premium entertainment package on black, you can check out the black FAQ section on the website <https://www.black.co.za/faq>.
99. You can also send an email that includes your name, number and device type to [support@black.co.za](mailto:support@black.co.za).

### Installation Of The Fibre Line, CPE And Provision Of A Wi-Fi Router

100. To use the fibre service, a subscriber will be required to have a fibre line installed from the boundary wall into subscriber home and a CPE (Subscriber Premise Equipment installed by the FNO in subscriber premise) installed first by the FNO.
101. The fibre service is only available within the range of Cell C partner fibre networks and the availability may vary from time to time.
102. If you are a new MediaPlay Fibre customer and do not have a fibre line, a CPE or Wi-Fi router already installed and activated in your home, Cell C will make provision for the following:
  - 102.1. \*Payment of your installation fee at a flat rate (Installation means the physical installation of the fibre line and CPE to your premises, and includes all physical work and materials required);
  - 102.2. \*Payment of your connection fee (Connection fee means the charge for your connection to Fibre); and;
  - 102.3. \*Provide you with a Wi-Fi router (a Wi-Fi router is used by you to connect to the CPE to access and make use of Fibre).





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**\*A 24 month pro-rated clawback in the event of an early cancellation of the contract, i.e. the customer will be liable for the outstanding pro-rata amount of the installation, connection or Wi-Fi router (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**

103. Cell C will only make provision for payment at a flat rate for the installation of your fibre line. Certain FNO's may charge more than this flat rate, and you will be advised of this upon application for MediaPlay Fibre.

104. Customers will be responsible for any amount over and above the flat rate charged on the installation of the fibre line which is limited to a specific linear metre as outlined below:

104.1. Installations on the Vumatel and Vumatel Aerial network are limited to 4 hours labour, CPE device, 150metres on the cabling, 7metres on the trenching length| 200mm clearance| 50mm width and 2 metres on lifting the paving length| 200mm clearance| 50mm width.

104.2. Installations on the Openserve network are limited to 8 metres; the customer will be liable for any installation over 8 metres at a rate of R 184 (Incl. VAT) per linear metre.

104.3. Installations on FrogFoot network are limited to 30 metres; the customer will be liable for any installation over 30 metres at a rate of R 57.50 (Incl. VAT) per linear metre.

104.4. Installations on Metrofibre network are limited to 15 metres; the customer will be liable for any installation over 15 metres at a rate of R 184 (Incl. VAT) per linear metre.

104.5. Octotel fibre installations to the home are not limited to a specific metreage; therefore, customers taking up a MediaPlay Fibre service on these networks will not incur additional charges on installation.

104.6. Customers on the Purple Forest, Waterfall Access Network and FibreSuburbs Network will be liable for the installation fee directly with the Fibre Network Operator (where applicable).

105. Once the fibre line and CPE have been installed and your Fibre service has been activated, you will be able to make use of MediaPlay Fibre service.

### Change Of Physical Address

106. MediaPlay Fibre may only be used at the physical address indicated in the application form and may not be moved to another physical address without Cell C's prior written consent.

107. In this event, you will be liable for payment of the installation and connection fee in respect of the fibre line, CPE and Wi-Fi router in your new area and the pro-rated clawback calculation will therefore no longer apply for service relocation and this would be deemed as a new connection.

108. You are also required to pay the pro-rata balance owing on the clawback linked to the current subscription and will be required to settle this amount prior to the service being relocated. You will also not be eligible to receive a Wi-Fi router with the second installation.

109. Should you move to an area where no fibre service is provided by Cell C partner fibre network, they will be entitled to cancel their agreement and pay the pro-rata balance owing on the claw back for the Wi-Fi router, installation and connection fee.

### Warranty And Indemnity

110. You warrant that you have the necessary rights to make use of MediaPlay Fibre and you indemnify Cell C against any liability, claim, damage or loss that a third party might have arising out of your use of MediaPlay Fibre if you do not have the necessary rights.

### Migrations

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111. The below migration scenarios will be allowed:

- 111.1. Migrations from MediaPlay Fibre Vumatel to C-Fibre standalone Vumatel tariff plans will be allowed. Pro-rata clawback on installation, connection, Wi-Fi router and the Wi-Fi router will be migrated to the new tariff plan and will remain unchanged. Customer will be required to pay the pro-rata amount owing on the **black** SmartBox only. BINGE Premium entertainment package on **black** and C-Fibre Connector mobile service on MediaPlay Fibre will be terminated. The inclusive mobile voice minutes, mobile data and Wi-Fi calling minutes benefits on C-Fibre Connector mobile cannot be transferred and the inclusive benefits will be forfeited.
- 111.2. Migrations from C-Fibre standalone Vumatel to MediaPlay Fibre Vumatel tariff plans will be allowed. Pro-rata clawback on installation, connection, Wi-Fi router and the Wi-Fi router will be migrated to the new tariff plan and will remain unchanged.
- 111.3. Migrations from MediaPlay Fibre Vumatel to C-Fibre Connector Vumatel tariff plans will be allowed. Pro-rata clawback on installation, connection, Wi-Fi router and the Wi-Fi router and C-Fibre Connector mobile SIM cards and benefits will be migrated to the new tariff plan and will remain unchanged. Customer will be required to pay the pro-rata amount owing on the **black** SmartBox only. BINGE Premium entertainment package on **black** will be terminated.
- 111.4. Migrations from C-Fibre Connector Vumatel to MediaPlay Fibre Vumatel tariff plans will be allowed. Pro-rata clawback on installation, connection, Wi-Fi router and the Wi-Fi router and C-Fibre Connector mobile SIM cards and benefits will be migrated to the new tariff plan and will remain unchanged.
- 111.5. Migrations from MediaPlay Fibre Vumatel to C-Fibre with **black** Vumatel tariff plan will be allowed. There will be no requirement to make a change to BINGE Premium entertainment package on **black** and **black** SmartBox in this instance these services will remain unchanged. Pro-rata clawback on installation, connection, Wi-Fi router and Wi-Fi router will be migrated to the new tariff plan and will remain unchanged. The C-Fibre Connector mobile lines on MediaPlay Fibre will be terminated. The inclusive mobile voice minutes, mobile data and Wi-Fi calling minutes benefits on C-Fibre Connector mobile cannot be transferred and the inclusive benefits will be forfeited.
- 111.6. Migrations from C-Fibre with **black** Vumatel to MediaPlay Fibre Vumatel will be allowed. There will be no requirement to make a change to BINGE Premium entertainment package on **black** and **black** SmartBox in this instance and these services will remain unchanged. Pro-rata clawback on installation, connection, Wi-Fi router and Wi-Fi router will be migrated to the new tariff plan and will remain unchanged.
- 111.7. Migrations from MediaPlay Fibre Vumatel to MediaPlay Fibre Vumatel will be allowed and treated as a line speed upgrade or downgrade. There will be no requirement to make a change to BINGE Premium entertainment package on **black** and **black** SmartBox in this instance and these services will remain unchanged. Pro-rata clawback on installation, connection, Wi-Fi router and Wi-Fi router will be migrated to the new tariff plan and will remain unchanged. The C-Fibre Connector mobile lines on the MediaPlay Fibre tariff plan will either be reduced or increased for downgrades or upgrades respectively.
- 111.8. The amortised costs on installation, connection and Wi-Fi router will remain unchanged for migrations across all Fibre services.
- 111.9. A Fibre customer is required to settle the pro-rata amount owing on the **black** SmartBox if the migration is from MediaPlay Fibre to the C-Fibre standalone or C-Fibre Connector tariff plan.
- 111.10. For a migration from MediaPlay Fibre tariff plan to the standalone BINGE Premium entertainment package on **black**, a customer will first be terminated on the MediaPlay Fibre service including the BINGE Premium entertainment package on **black** and re-created on the standalone BINGE Premium entertainment package on **black**.
- 111.11. Migrations from one fibre network to another i.e. migrations from MediaPlay Fibre Vumatel to MediaPlay Fibre Openserve will not be allowed. The existing MediaPlay Fibre service on the Vumatel network will have to be terminated first and the customer re-created on MediaPlay Fibre on the Openserve network. All pro-rata amounts owing during the



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termination need to be settled prior to the customer being re-created on the new fibre network. Any fees relating to installation and connection on the new network will be for the customer's account.

- 111.12. Existing Cell C post-paid and hybrid mobile voice customers can only migrate to the MediaPlay Fibre if they convert the existing mobile line to pre-paid first and then convert the mobile lines to C-Fibre Connector mobile on MediaPlay Fibre tariff plan. This is required in-order to allow for the settlement of the outstanding mobile handset fees on the existing post-paid or hybrid mobile voice contract.
- 111.13. Existing mobile handset fee's cannot be migrated to the MediaPlay Fibre tariff plan i.e. a customer migrating from Pinnacle 250 needs to settle the outstanding fees on the mobile handset prior to the mobile line being converted to MediaPlay Fibre tariff plan.
- 111.14. Should the subscriber have an existing mobile handset/handsets linked to their existing standard Cell C mobile contract, they will be provided with the option of settling the outstanding amount on the mobile handset once-off before signing up for MediaPlay Fibre tariff plan.
- 111.15. Conversion of existing Cell C mobile voice tariff plans to MediaPlay Fibre is allowed, however the Cell C mobile voice tariff plan will first be migrated to a pre-paid tariff plan As customers are first required to settle any outstanding pro-rata clawback amounts owing on their mobile handsets before their existing Cell C mobile line can be converted to the MediaPlay Fibre tariff plan.
- 111.16. Migrations between tariff plans within a fibre network will be allowed i.e.:
- 111.16.1. Upward migration will be allowed i.e. MediaPlay Fibre 20 to MediaPlay Fibre 50 and the pro-rata costs on installation, connection, black SmartBox and Wi-Fi router will remain unchanged during the price plan migration. The C-Fibre Connector mobile lines on MediaPlay Fibre will be increased for upgrades respectively.
- 111.16.2. Downward migration will be allowed i.e. MediaPlay Fibre 100 to MediaPlay Fibre 20 and the pro-rata costs on installation, connection, black SmartBox and Wi-Fi router will remain unchanged during the price plan migration. The C-Fibre Connector mobile lines on MediaPlay Fibre will be decreased for downgrades respectively.

### Cancellation

112. Should you wish to cancel the MediaPlay Fibre service at any time, you may do so by giving Cell C no less than 1 (one) calendar months' notice.
113. Cancellation of MediaPlay Fibre service will result in the cancellation of the uncapped fibre service, C-Fibre Connector mobile service and BINGE Premium entertainment package on **black**, as these services are all linked.
114. Cancellation of the mobile SIM cards on MediaPlay Fibre only will result in the MediaPlay Fibre service being migrated to a the C-Fibre with **black** tariff plan.
115. Should you decide to cancel MediaPlay Fibre service less than 24 (twenty four) months after initial activation thereof, or such longer period as Cell C may notify, you will be liable for the pro-rated costs incurred by Cell C in order to provide MediaPlay Fibre, of which costs include:
- 115.1. The installation fee;
- 115.2. The connection fee;
- 115.3. Cost of the Wi-Fi router; and
- 115.4. Cost of the black SmartBox.
116. In this instance and upon receipt of a written notice of cancellation, the exact pro-rata costs of the above will be provided to you in writing.

### General



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117. The MediaPlay Fibre service is an Unlimited, Unshaped and Unrestricted internet service with no fair usage policy (FUP), no shaping or throttling of traffic applied; however, an acceptable use policy (AUP) will apply in order to regulate the abuse of MediaPlay Fibre. Cell C reserves the right, at any time, to implement a Fair Usage Policy ("FUP") on notice to you.
118. An Acceptable Use Policy ("AUP") will apply to MediaPlay Fibre. The AUP can be found on the Cell C website and may be amended from time to time.
119. Cell C may amend, modify or otherwise change these Terms and Conditions in its sole and absolute discretion, on notice to you. You will not have a claim against Cell C in this event.
120. It is important that you understand that all customers who make use of MediaPlay Fibre plan do so at their own risk and indemnify Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise (including loss of income or profits), arising from their use of MediaPlay Fibre.
121. Cell C reserves the right to suspend MediaPlay Fibre if any illegal and/or abusive and/or fraudulent activity, including the sending of spam emails, is suspected and if the outcome of an investigation proves that such illegal and/or abusive and/or fraudulent activity did occur Cell C will be entitled to terminate the MediaPlay Fibre with immediate effect.
122. Cell C has the right to withdraw the MediaPlay Fibre plans in its sole and absolute discretion and will notify you if it chooses to do so. You will not have a claim against Cell C in this event.
123. Cell C will not be held liable for the non-conformance of speed tests conducted over a Wi-Fi connection. Speed tests conducted over a Wi-Fi connection is not recommended due to the fact that Wi-Fi technology operates on an open frequency band and is prone to a lot of environmental interference and noise, the number of devices connected simultaneously causes the Wi-Fi speeds to deteriorate and the Wi-Fi range or distance could also hinder the speed performance. Cell C MediaPlay Fibre subscribers are advised that speed tests for Fibre must be conducted over the wired fibre connection i.e. Computer must be connected directly to the router via the Ethernet port to determine the actual line speeds of the MediaPlay Fibre service. In order to run a speed test MediaPlay Fibre subscribers are advised to use [www.speedtest.net](http://www.speedtest.net), select the Cell C server and run the test.