

## Cell C Fibre Promotion Terms and Conditions

Last Update: March 2022

1. It is important that you understand and agree to these Terms and Conditions in order to participate in the Cell C Fibre Winter Promotion.
2. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited (together, “**Cell C**”) apply.
3. The promotion will run from 3 July 2021 to 30 June 2022. Cell C reserves the right to withdraw the Cell C Fibre Winter promotion in its sole and absolute discretion.
4. The promotion offer is only available to new Cell C Fibre customers. Existing customers do not qualify for the promotion.
5. The promotion offer is only available on our digital platform which can be accessed on [www.cellc.co.za](http://www.cellc.co.za)
6. Standard RICA processes and business rules apply.
7. Cell C is offering Cell C Fibre in partnership with local Fibre Network Operators (“**FNO**”) providing a fibre network on an open access model.
8. 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.
9. This promotion is only limited to the below Fibre Networks:
  - a. Openserve
  - b. Frogfoot
  - c. Metro Fibre
  - d. Vumatel
  - e. Octotel
10. The promotion offer is on a month-to-month plan
11. The offer includes:
  - a. Unlimited Fibre
  - b. A Wi-Fi router Valued at R1699, Subsidized by Cell C and Subject to a pro-rated claw back. The customer will own the Wi-Fi router if they have been on the Month-to-Month plan for 24 consecutive months. In the event of the service being cancelled within the first 24 months of activation, the customer will be liable for the outstanding pro-rata amount of the Wi-Fi router.
  - c. Fibre Installation subsidized by Cell C and subject to a pro-rated claw back. In the event of the service being cancelled within the first 24 months of activation, the customer will be liable for the outstanding pro-rata amount of the Installation.

Please note that this value will vary depending on the Fibre Network and will be indicated in your customer agreement contract with Cell C. Subsidized installation is limited to the standard Installation provided by the FNO. Any additional installation requirements outside of the standard Installation will be for the customer's account.

The Wi-Fi router will be shipped to the customer only once the fibre service is installed and active

- d. Fibre Connection, subsidized by Cell C and subject to a pro-rated claw back\*. This is the connection to Cell C Network and this value will vary depending on the Fibre Network. In the event of the service being cancelled within the first 24 months of activation, the customer will be liable for the outstanding pro-rata amount of the Connection.
  - e. FREE personalized device set-up;
-

12. Upon successful application for Cell C 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 or via debit order, as an upfront payment for the Cell C Fibre service.
13. In order to do so, Cell C will require the customer's credit card or debit order details to facilitate the upfront payment.
14. Notwithstanding the date of the Fibre installation, the use of Cell C Fibre tariff plans will be on a month-to-month basis, until either you or Cell C cancel Cell C Fibre in accordance with the respective rights set out in these Terms and Conditions.
15. In return for the provision of the service, you agree to pay the subscription fee which is billed monthly in advance. The subscription fee that you pay at the end of a month is for the next month service.
16. If the agreements starts later than the first day of any month then the first months Subscription Fee will be pro-rated. Thereafter, the full subscription based on the package selected will be charged monthly.
17. Should you fail to pay the invoice, Cell C will suspend your Cell C Fibre service until such time as payment is made. The maximum period allowed on the suspension of your Cell C Fibre service is equivalent to a calendar month, after which the service will be permanently deactivated and terminated.
18. Billing will continue through the suspension period and the full monthly subscription will apply for the period that the subscriber was suspended.
19. Should the Cell C Fibre service be terminated and at a future date you request for the 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 service being re-connected.
20. Should your Cell C 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 certain period of time before your payment reflects in Cell C's bank account and this may cause a delay in the re-activation of your Service.
21. Should you wish to cancel the Cell C Fibre service at any time, you may do so by giving Cell C no less than 1 (one) calendar months' notice.

#### **Fibre CPE, Fibre Line and Wi-Fi Router**

22. The CPE and fibre line remains the property of the FNO at all times and may be removed from your premises upon cancellation of Cell C Fibre.
  23. If you elected for Cell C to provide you with a Wi-Fi router, ownership of the Wi-Fi router will only pass to you after the first 24 months period has expired.
  24. You are responsible for the safekeeping of the Wi-Fi router (if provided to you by Cell C), CPE and fibre line and you agree to notify Cell C and the South African Police Services immediately if the Wi-Fi router, CPE or fibre line has been lost, damaged, stolen or destroyed. Risk in and to the use of the fibre line, CPE and Wi-Fi router will pass to you on installation and connection. You will be liable for losses incurred in the event of a damage, loss or destruction to the CPE and Wi-Router and you indemnify Cell C and the FNO against any losses or damages suffered.
  25. Any Wi-Fi router, CPE or fibre line supplied to you that does not function properly or is defective or faulty because of its design, material or workmanship may be covered by a warranty provided by the manufacturer or relevant legislation for the period stated by the manufacturer or legislation.
  26. If the Wi-Fi router that Cell C provided to you is faulty, you may return the Wi-Fi router to Cell C and we will comply with the applicable repairs, replacement and refunds policies, subject to the manufacturer specifications and requirements. If the CPE and/or fibre line is faulty, Cell C will, on your behalf, arrange with the FNO to attend to the repair and/or replacement of the CPE or fibre line, in line with the applicable policies.
-

### Change Of Physical Address

27. Cell C 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.
28. In the event that you move from the physical address/area where Cell C Fibre is provided (and as captured in terms of your application form for Cell C Fibre) Cell C will, subject to there being an FNO network in your new area, and furthermore subject to these Terms and Conditions, arrange for the installation of a fibre line and CPE in your new area. 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.

### Warranty and Indemnity

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

### Cancellation

30. Should you wish to cancel the Cell C Fibre service at any time, you may do so by giving Cell C one calendar month's written notice.
31. Should you decide to cancel Cell C Fibre service less than 24 (twenty four) months after initial activation you will be liable for the pro-rated costs incurred by Cell C in order to provide Cell C Fibre, of which costs include:
  - a. The installation fee;
  - b. The connection fee; and
  - c. Cost of the Wi-Fi router.
32. 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.

### Use of your Personal Information and Direct Marketing

33. You warrant and guarantee that all personal information supplied by you to Cell C in the application for Cell C Fibre is true and correct.
  34. By accepting these Terms and Conditions, you understand and acknowledge that Cell C, their affiliate companies, their service providers, suppliers and partners ("**Group**") are required to comply with the provisions of the Protection of Personal Information Act of 2013 ("**POPIA**") to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).
  35. For purposes of this, you confirm, agree, understand, acknowledge that by accepting these Terms and Conditions, –
    - a. you disclose and provide your Personal Information to the Group voluntarily and consent and authorise the Group to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C's Privacy Policy accessible by you on Cell C's website (<https://www.cellc.co.za>) ("**Privacy Policy**");
    - b. you agree to immediately inform the Group in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to the Group; and
    - c. you agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, understood and agreed to as part of your application for Cell C Fibre.
  36. In order to fulfil the obligations set out in these Terms and Conditions, Cell C will process your personal information. Such processing may include sharing personal information with:
    - a. the Group, FNOs and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Cell C Fibre and the fibre line, CPE and/or the Wi-Fi router to you;
    - b. 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 Cell C accepts your application for
-

Cell C Fibre) and for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to these Terms and Conditions;

c. attorneys and/or debt collection agencies if you breach these Terms and Conditions.

37. As and when necessary, you agree and consent to be contacted by Cell C in respect of their direct marketing campaigns in relation to similar and/or related products and/or services, which contacts will be in accordance with the terms and conditions of the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") as amended and the CPA regulations and POPIA, including the provisions relating to the direct marketing registry.
38. You can ask Cell C to stop marketing to you (opt-out) at any time. You may register a block on marketing from the Group.
39. You are entitled to withdraw your consent for using your personal information under clauses 35 and 37 above on written notice or notice in any other recorded form to Cell C. In the event you decide to withdraw your consent the Group will not be able to use your information for the purposes listed under clauses 35 and 37 to the extent that you withdraw your consent from the date your withdrawal notice is received.

#### **General**

40. The Cell C Fibre service is an Unlimited internet service with no fair usage policy (FUP), or throttling of traffic applied; however an acceptable use policy ("AUP") will apply in order to regulate the abuse of Cell C Fibre. Cell C reserves the right, at any time, to implement a Fair Usage Policy ("FUP") on notice to you.
41. An AUP will apply to Cell C Fibre. The AUP can be found on the Cell C website and may be amended from time to time.
42. Migrations from other existing Cell C mobile products and services to Cell C Fibre is not possible and you will be required to apply and sign-up for Cell C Fibre.
43. 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.
44. It is important that you understand that all customers who make use of Cell C Fibre 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 and/or damages, either direct, indirect, consequential or otherwise (including loss of income or profits), arising from their use of Cell C Fibre.
45. Cell C reserves the right to suspend Cell C 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 Cell C Fibre with immediate effect.
46. 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 Cell C Fibre subscribers are advised that speed tests for C 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 C Fibre service. In order to run a speed test Cell C Fibre subscribers are advised to use [www.speedtest.net](http://www.speedtest.net), select the Cell C server and run the test.
-