



## C-FIBRE CONNECTOR 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 C-Fibre Connector service.
2. Cell C is offering C-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 C-Fibre Connector Tariff Plan

6. C-Fibre Connector 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 084 145 or email at [Fibredirect@cellc.co.za](mailto:Fibredirect@cellc.co.za);
    - 6.3. Through our online channel, namely the C-Fibre online sales channel, 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. C-fibre Connector tariff plans are available to new and existing Cell C and C-Fibre customers.
  8. C-Fibre Connector is a converged tariff plan offering uncapped fibre, mobile voice, mobile data and mobile Wi-Fi calling.
  9. Notwithstanding the date of the C-Fibre installation, the use of the C-Fibre Connector tariff plans will be on a month to month basis, until such time as C-Fibre Connector is cancelled by either you or Cell C in accordance with the respective rights set out in these Terms and Conditions.
  10. C-Fibre Connector tariff plans will provide subscribers with the following inclusive benefits;
    - 10.1. Unlimited, unrestricted and unshaped fibre;
    - 10.2. 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 included on C-Fibre Connector Mobile until 28 February 2019
      - 500 Any-net Wi-Fi calling minutes per SIM per month
      - To send SMS a customer will be required to recharge with airtime
    - 10.3. Free black Smart box valued at R 1, 499 Inclusive of VAT;
    - 10.4. Free Wi-Fi Router valued at R 1,699 inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back\*;
    - 10.5. 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 Installation provided by the fibre network operator. Any additional installation requirements outside of the standard Installation will be for the customer's account);
    - 10.6. 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\*;
    - 10.7. FREE personalised device set-up;
- \*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, black Smart Box or Wi-Fi router (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**



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11. A C-Fibre Connector 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 C-Fibre Connector tariff plans.
12. Upon successful application for C-Fibre Connector, 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 C-Fibre Connector service.
13. In order to do so, Cell C will require the customer's credit card details, in order to facilitate the upfront payment.
14. In return for the provision of Services, you agree to pay the monthly Subscription Fee, which is billed to you in advance.
15. The Subscription Fee that you pay at the end of a month is for the next month's services.
16. 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;
17. C-Fibre Connector mobile service is offered on a SIM only basis.
18. A mobile handset or device is not included as part of the mobile service and customers can purchase this separately.
19. C-Fibre Connector mobile tariff plan is not eligible for dual SIM and dual device.
20. The mobile SIM cards on C-Fibre Connector tariff plan will be subject to RICA.
21. C-Fibre Connector 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.
22. C-Fibre Connector inclusive benefits are allocated at the beginning of each month.
23. The C-Fibre Connector mobile SIM cards will be allocated 1000 Any-net mobile voice minutes, 2GB mobile data and 500 Any-net Wi-Fi calling minutes per SIM card per month.
24. To send an SMS a customer will be required to recharge with airtime
25. Unlimited free black streaming data included on C-Fibre Connector Mobile until 28 February 2019, after which customers will be required to purchase additional data bundles or black data bundles to stream content on their mobile phones.
26. 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.
27. National roaming on Vodacom, will NOT be allowed when using the inclusive free unlimited black data.
28. There will be no accumulation and rollover of the inclusive monthly benefits for C-Fibre Connector mobile voice, mobile data and Wi-Fi calling benefits.
29. SIM and connection fee is not applicable to C-Fibre Connector mobile SIM cards.
30. SIM Swap is applicable to C-Fibre Connector mobile SIM cards.
31. 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.
32. Conversion of existing Cell C mobile voice tariff plans to C-Fibre Connector 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 C-Fibre Connector.
33. The inclusive mobile voice minutes, mobile data and Wi-Fi calling minutes benefits on C-Fibre Connector mobile cannot be transferred to any new or existing Cell C mobile voice tariff plan when a C-Fibre Connector customer converts their lines to a standalone Cell C mobile voice tariff plan. The inclusive benefits will be forfeited upon conversion.
34. Port-IN of numbers is allowed for customers porting from other mobile operators to C-Fibre Connector.
35. Port-IN is applicable to C-Fibre Connector tariff plan only.
36. Port-IN will only be initiated once the fibre service is active.
37. The billing increment for C-Fibre Connector mobile is on a per second billing from the 1st second for a voice call and 25KB for data increments.



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38. The inclusive mobile voice and Wi-Fi calling minutes benefits will be applicable across all local mobile networks including national roaming.
39. All international calling and premium rated calls will be excluded from the inclusive C-Fibre Connector mobile voice benefit. This usage will be billed at the applicable out of bundle rate, provided the C-Fibre Connector customer has sufficient airtime in their airtime wallet.
40. Community Service Telephones, Low Cost Routing and WASPs/Premium Rated Services will be billed at applicable out of bundle rates, provided the C-Fibre Connector customer has sufficient airtime in their mobile airtime wallet.
41. 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.
42. 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.
43. 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 C-Fibre Connector customer has sufficient airtime in their mobile airtime wallet.
44. 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.
45. Where the customer has fully depleted the inclusive C-Fibre Connector mobile value before end of the month, the following out of bundle rates will apply, provided the C-Fibre Connector customer has sufficient airtime in their mobile airtime wallet:

**Table 1: C-Fibre Connector Out Of Bundle Rate**

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

46. The **black** Smart Box, Wi-Fi router and C-Fibre Connector mobile SIM cards will be shipped to the customer only once the fibre service is installed and active.
47. Should you fail to pay the invoice, Cell C will suspend your C-Fibre Connector service until such time as payment is made. The maximum period allowed on the suspension of your C-Fibre Connector service is equivalent to a calendar month, after which the C-Fibre Connector service will be permanently deactivated and terminated.
48. Billing will continue through the suspension period for the C-Fibre Connector tariff plan and the full month's monthly subscription will apply for the period that the subscriber was suspended.
49. Should the C-Fibre Connector service be terminated and at a future date you request for the C-Fibre Connector 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 C-Fibre Connector service being re-connected.



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50. Should your C-Fibre Connector 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 C-Fibre Connector Service.
51. Should you wish to cancel the C-Fibre Connector service at any time, you may do so by giving Cell C no less than 1 (one) calendar months' notice.
52. Cancellation of C-Fibre Connector service will result in the cancellation of the uncapped fibre service and C-Fibre Connector mobile service, as these services are all linked.
53. Cancellation of the C-Fibre Connector mobile SIM cards only will result in the C-Fibre Connector service being migrated to a standalone C-Fibre tariff plan.
54. Ownership of the **black** Smart Box, Wi-Fi Router will only pass to the C-Fibre Connector customer after the first 24 months period has expired.

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

55. 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.
56. The fibre service is only available within the range of Cell C partner fibre networks and the availability may vary from time to time.
57. If you are a new C-Fibre Connector 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:
  - 57.1. \*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);
  - 57.2. \*Payment of your connection fee (Connection fee means the charge for your connection to C-Fibre); and;
  - 57.3. \*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 C-Fibre).

**\*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, black Smart Box or Wi-Fi router (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**

58. 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 C-Fibre.
59. 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:



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- 59.1. 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.
- 59.2. 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.
- 59.3. 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.
- 59.4. 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.
- 59.5. Octotel fibre installations to the home are not limited to a specific metreage; therefore customers taking up a C-Fibre service on these networks will not incur additional charges on installation.
- 59.6. Customers on the Purple Forest, Waterfall Access Network, FibreSuburbs Network and Edge Telecoms, will be liable for the installation fee directly with the Fibre Network Operator.
60. Once the fibre line and CPE have been installed and C-Fibre service has been activated, you will be able to make use of C-Fibre Connector service.

### **Change Of Physical Address**

61. 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.
62. 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.
63. 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.
64. 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**

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

### **Migrations**

66. The below migration scenarios will be allowed:

66.1. Migrations from C-Fibre Connector 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. The C-Fibre Connector mobile service will be terminated. The inclusive mobile voice minutes, mobile data



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and Wi-Fi calling minutes benefits on C-Fibre Connector mobile cannot be transferred and the inclusive benefits will be forfeited.

- 66.2. Migrations from C-Fibre standalone 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 will be migrated to the new tariff plan and will remain unchanged.
- 66.3. 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.
- 66.4. 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. The BINGE Premium entertainment package on black will be terminated.
- 66.5. Migrations from C-Fibre Connector Vumatel to C-Fibre with black 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. The C-Fibre Connector mobile lines will be terminated and the inclusive mobile voice minutes, mobile data and Wi-Fi calling minutes benefits on C-Fibre Connector mobile will be forfeited.
- 66.6. Migrations from C-Fibre with black 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 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. The BINGE Premium entertainment package on black will be terminated.
- 66.7. The amortised costs on installation, connection and Wi-Fi router will remain unchanged for migrations across all C-Fibre services.
- 66.8. Migrations from one fibre network to another i.e. migrations from C-Fibre Connector Vumatel to C-Fibre Connector Openserve will not be allowed. The existing C-Fibre Connector service on the Vumatel network will have to be terminated first and the customer re-created on C-Fibre Connector on the Openserve network. All pro-rata amounts owing during the 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.
- 66.9. Existing Cell C post-paid and hybrid mobile voice customers can only migrate to the C-Fibre Connector if they convert the existing mobile line to pre-paid first and then convert the mobile lines to C-Fibre Connector mobile. 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.
- 66.10. Existing mobile handset fee's cannot be migrated to the C-Fibre Connector 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 C-Fibre Connector tariff plan. 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 C-Fibre Connector tariff plan.
- 66.11. Conversion of existing Cell C mobile voice tariff plans to C-Fibre Connector 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-



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pro-rata clawback amounts owing on their mobile handsets before their existing Cell C mobile line can be converted to the C-Fibre Connector tariff plan.

66.12. Migrations between tariff plans within a fibre network will be allowed i.e.:

66.12.1. Upward migration will be allowed from C-Fibre Connector 20 to C-Fibre Connector 50 and the pro-rata costs on installation, connection, black Smart Box and Wi-Fi router will remain unchanged during the price plan migration. The C-Fibre Connector mobile lines will be increased for upgrades respectively.

66.12.2. Downward migration will be allowed from C-Fibre Connector 100 to C-Fibre Connector 20 and the pro-rata costs on installation, connection, black Smart Box and Wi-Fi router will remain unchanged during the price plan migration. The C-Fibre Connector mobile lines will be decreased for downgrades respectively.

### Cancellation

67. Should you wish to cancel the C-Fibre Connector service at any time, you may do so by giving Cell C one calendar month's written notice.

68. Cancellation of the C-Fibre Connector service will also result in the cancellation of the C-Fibre Connector mobile SIM cards too as these are linked.

69. Should you decide to cancel C-Fibre Connector 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 C-Fibre, of which costs include:

69.1. The installation fee;

69.2. The connection fee; and

69.3. Cost of the Wi-Fi router.

70. In this instance and upon receipt of a written notice of cancellation, the exact pro-rated costs of the above will be provided to you in writing.

### General

71. The C-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 C-Fibre. Cell C reserves the right, at any time, to implement a Fair Usage Policy ("FUP") on notice to you.

72. An Acceptable Use Policy ("AUP") will apply to C-Fibre. The AUP can be found on the Cell C website and may be amended from time to time.

73. The C-Fibre Connector plan will only be applicable for person to person usage and the mobile SIM will not be used for purposes of least cost routing, Server hosting, Internet Cafés, Wi-Fi Hotspots, international bypass, payphones or call centers. Failure to adhere to these conditions will be a breach of these product terms and conditions and Cell C will have the right to immediately suspend the services.

74. 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.

75. It is important that you understand that all customers who make use of C-Fibre Connector 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 C-Fibre Connector.



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76. Cell C reserves the right to suspend C-Fibre Connector 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 C-Fibre with immediate effect.
77. Cell C has the right to withdraw the C-Fibre Connector 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.
78. 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 C-Fibre Connector 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 Connector service. In order to run a speed test C-Fibre Connector subscribers are advised to use [www.speedtest.net](http://www.speedtest.net), select the Cell C server and run the test.