



C-FIBRE PRODUCT TERMS AND CONDITIONS

1. It is important that you understand and agree to these Terms and Conditions in order to make use of the Cell C Fibre To The Home Service (“C-Fibre”).
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

6. C-Fibre will be available through the following mediums:
 - 6.1. Cell C Fibre Field sales team which you can email at 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;
 - 6.3. Through our online channel, namely the C-Fibre purchase 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;
 - 6.5. Select Cell C owned and franchise stores.
7. C-fibre tariff plans are available to new and existing Cell C customers.
8. C-Fibre is Cell C fibre service offering uncapped internet connectivity.
9. Notwithstanding the date of the C-Fibre installation, the use of the C-Fibre tariff plans will be on a month to month basis, until such time as C-Fibre is cancelled by either you or Cell C in accordance with the respective rights set out in these Terms and Conditions.
10. C-Fibre tariff plans provide subscribers with the following inclusive benefits;
 - 10.1 Unlimited, unrestricted and unshaped fibre;
 - 10.2 A free Wi-Fi Router valued at R 1,699 inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back*;
 - 10.3 Free installation starting from R 1, 710 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);
 - 10.4 Free connection starting from R 570 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*;
 - 10.5 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 or Wi-Fi router (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**
11. A C-Fibre customer is required to complete an application form, provide supporting documentation (as requested), as well as comply with these Terms and Conditions when applying for any of the C-Fibre tariff plans.
12. Upon successful application for 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, as an upfront payment for the C-Fibre service.
13. In order to do so, Cell C will require the customer’s credit card details, in order to facilitate the upfront payment.



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14. In return for the provision of Services, you agree to pay the monthly Subscription Fee, which is billed to you in advance. The Subscription Fee that you pay at the end of a month is for the next month's services. 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;
15. C-Fibre inclusive benefits will be allocated at the beginning of each month.
16. C-Fibre service will be activated only once the fibre service is installed and active.
17. The Wi-Fi router will be shipped to the customer only once the fibre service is installed and active.
18. Pro-rata billing of the monthly subscription fee will only apply in the first month that the C-Fibre service is activated; the full month's subscription based on the package selected will be due monthly.
19. Thereafter, you will receive a monthly invoice for C-Fibre.
20. Should you fail to pay the invoice, Cell C will suspend your C-Fibre service until such time as payment is made. The maximum period allowed on the suspension of your C-Fibre service is equivalent to a calendar month, after which the C-Fibre service will be permanently deactivated and terminated.
21. Billing will continue through the suspension period for the C-Fibre tariff plan and the full month's monthly subscription will apply for the period that the subscriber was suspended.
22. Should the C-Fibre service be terminated and at a future date you request for the C-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 C-Fibre service being re-connected.
23. Should your 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 C-Fibre Service.
24. Should you wish to cancel the C-Fibre service at any time, you may do so by giving Cell C no less than 1 (one) calendar months' notice.
25. Cancellation of C-Fibre will result in the cancellation of the uncapped fibre service.
26. Ownership of the Wi-Fi Router will only pass to the C-Fibre customer after the first 24 months period has expired.

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

27. 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.
28. The fibre service is only available within the range of Cell C partner fibre networks and the availability may vary from time to time.
29. If you are a new C-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:
 - 29.1*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);
 - 29.2*Payment of your connection fee (Connection fee means the charge for your connection to C-Fibre); and;
 - 29.3*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 or Wi-Fi router (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**

30. 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.



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- 30 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:
- 30.1. 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.
- 30.2. 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 160 (Excl. VAT) per linear metre.
- 30.3. Installations on Sizwe Connect network are limited to 100 metres; the customer will be liable for any installation over 30 metres at a rate of R 150 (Excl. VAT) per linear metre.
- 30.4. 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 50 (Excl. VAT) per linear metre.
- 30.5. 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 160 (Excl. VAT) per linear metre.
- 30.6. 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.
- 30.7. 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.
31. Once the fibre line and CPE have been installed and your Wi-Fi router and C-Fibre service has been activated, you will be able to make use of C-Fibre service.

Fibre CPE, Fibre Line And Wi-Fi Router

32. The CPE and fibre line remains the property of the FNO at all times and may be removed from your premises upon cancellation of C-Fibre.
33. 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.
34. 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.
35. 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.
36. 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

37. 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.



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38. In the event that you move from the physical address/area where C-Fibre is provided (and as captured in terms of your application form for 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

39. You warrant that you have the necessary rights to make use of C-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 C-Fibre if you do not have the necessary rights.

Migrations

40. The below migration scenarios will be allowed:

- 40.1 Migrations from other existing Cell C mobile products and services to C-Fibre is not possible and you will be required to apply and sign-up for C-Fibre.
- 40.2 Migrations from C-Fibre standalone Vumatel to C-Fibre **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.
- 40.3 Migrations from C-Fibre **black** 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. The FLEXI Premium entertainment on **black** will be terminated.
- 40.4 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.
- 40.5 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 and Wi-Fi calling minutes benefits on C-Fibre Connector mobile cannot be transferred and the inclusive benefits will be forfeited.
- 40.6 Migrations from C-Fibre standalone Vumatel to C-Fibre Triple Play 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.
- 40.7 Migrations from C-Fibre Triple Play 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. The FLEXI Premium entertainment on **black** and C-Fibre Connector mobile service on Triple Play 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.
- 40.8 The amortised costs on installation, connection and Wi-Fi router will remain unchanged for migrations across all C-Fibre services.
- 40.9 A C-Fibre customer is required to settle the pro-rata amount owing on the **black** Smartbox if the migration is from C-Fibre **black** to the C-Fibre standalone tariff plan.
- 40.10 Migrations from one fibre network to another i.e. migrations from C-Fibre Vumatel to C-Fibre Openserve will not be allowed. The existing C-Fibre service on the Vumatel network will have to be terminated first and the customer re-



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created on C-Fibre service 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.

- 40.11 Migrations between tariff plans within a fibre network will be allowed i.e.:
- 40.11.1 Upward migration will be allowed i.e. C-Fibre 20Mbps/20Mbps to C-Fibre 50Mbps/50Mbps and the pro-rata costs on installation, connection and Wi-Fi router will remain unchanged during the price plan migration.
 - 40.11.2 Downward migration will be allowed i.e. C-Fibre 100Mbps/100Mbps to C-Fibre 20Mbps/20Mbps and the pro-rata costs on installation, connection and Wi-Fi router will remain unchanged during the price plan migration.

Cancellation

- 41. Should you wish to cancel the C-Fibre service at any time, you may do so by giving Cell C one calendar month's written notice.
- 42. Cancellation of the C-Fibre service will result in the cancellation of the uncapped fibre service.
- 43. Should you decide to cancel C-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 C-Fibre, of which costs include:
 - 43.1 The installation fee;
 - 43.2 The connection fee; and
 - 43.3 Cost of the Wi-Fi router.
- 44. 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

- 45. 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.
- 46. 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.
- 47. C-Fibre will be provisioned on a virtual number and SIM swop will not apply.
- 48. Migrations from other existing Cell C mobile products and services to C-Fibre is not possible and you will be required to apply and sign-up for C-Fibre.
- 49. Subscribers who move from one FNO to another but retain Cell C as an Internet Service Provider ("ISP") will be charged an installation and connection fee.
- 50. 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.
- 51. It is important that you understand that all customers who make use of 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 or damages, either direct, indirect, consequential or otherwise (including loss of income or profits), arising from their use of C-Fibre.
- 52. Cell C reserves the right to suspend 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 C-Fibre with immediate effect.



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53. Cell C has the right to withdraw the C-Fibre product offering 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.
54. 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 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 C-Fibre subscribers are advised to use www.speedtest.net, select the Cell C server and run the test.