



## THREE MONTHS FREE C-FIBRE WITH **black** WINTER PROMOTION TERMS AND CONDITIONS

1. It is important that you understand and agree to these Terms and Conditions in order to make use of the Three Months Free C-Fibre With **black** winter Promotion (the "**Promotion**"). Customers signing up for C-Fibre during the Promotional Period will receive the first three months' subscription for free.
  2. All standard Terms and Conditions of Cell C Ltd and Cell C Service Provider Company (Pty) Ltd apply.
  3. Cell C's C-Fibre Terms and Conditions also applies to the Promotion.
  4. The 3 Months Free C-Fibre with **black** Winter promotion will offer customers uncapped fibre, 3 months free subscription, a free **black** Set Top Box and 3 months free access to BINGE Premium entertainment package on **black** with access to over 60 TV channels, local and international movies, series, music videos, kid's shows, documentaries and much more.
  5. The Promotion will run from 1<sup>st</sup> June 2018 to 31<sup>st</sup> August 2018 (the "Promotional Period").
  6. The Promotion only applies to 40Mbps line speed services and above. Subscribers that sign up for C-Fibre on a 25Mbps line speed and lower will not qualify for the C-Fibre with **black** winter promotion.
  7. The C-Fibre with **black** winter promotion is not applicable to the C-Fibre Connector tariff plans and any future bundled service offered on C-Fibre.
  8. The Promotion is only available to new C-Fibre customers that sign up for C-Fibre during the Promotional Period.
  9. The Promotion will only be valid once per residential address. This means that should a customer apply more than once for a fibre line to the same residential address, the Promotion will only apply to the first application.
  10. The Promotion is valid across all the fibre networks where C-Fibre is commercially available.
  11. Customers signing up for the Promotion will receive the following inclusive value added services :
    - 11.1. Unlimited, unrestricted and uncapped fibre;
    - 11.2. 3 Months free subscription;
    - 11.3. 3 Months free access to BINGE Premium entertainment package on **black**; which includes access to over 60 TV channels, local and international movies, series, music videos, kid's shows, documentaries and much more;
    - 11.4. A free Wi-Fi Router - valued at R1, 699 inclusive of VAT, subsidised by Cell C, subject to a prorated claw back\*;
    - 11.5. A free **black** SmartBox valued at R 1, 499 Inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back\*;
    - 11.6. Free installation - starting from R1, 710 inclusive of VAT. Please note that this value will vary depending on the fibre network provider and will be subsidised by Cell C, subject to a prorated claw back\*. (Free installation is limited to the standard installation provided by the fibre network operator. Any additional installation requirements outside the standard Installation will be for the customer's account);
    - 11.7. 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 prorated claw back\*;
    - 11.8. FREE personalised device set-up.
- \*A 24 month prorated claw back in the event of an early cancellation of the contract will apply, i.e. you will be liable for the outstanding pro-rata amount of the installation, connection, Wi-Fi router or black Smartbox (as applicable) should you cancel the contract within the first 24 month period from the service activation date.**
12. Customers that subscribe for the C-Fibre with **black** winter promotion will not be allowed to downgrade their line speed for the duration of the first 24 months.



## THREE MONTHS FREE C-FIBRE WITH **black** WINTER PROMOTION TERMS AND CONDITIONS

13. A 24 month prorated claw back in the event of an early cancellation of the contract will apply, i.e. you will be liable for the outstanding pro-rata amount of the installation, connection, Wi-Fi router or **black** Smartbox (as applicable) should you cancel the contract within the first 24 month period from the service activation date.
14. Notwithstanding the date of the C-Fibre installation, the use of the C-Fibre with **black** winter promotion service will be on a month to month basis, until such time as C-Fibre with **black** is cancelled by either you or Cell C in accordance with the respective rights set out in these Terms and Conditions.
15. The Promotion will apply for 90 days from the date when the C-Fibre service is activated.
16. Pro-rata billing of the monthly subscription fee will only apply in the first month that the C-Fibre with **black** winter promotion service is activated.
17. Thereafter, you will receive a monthly invoice for C-Fibre with **black** winter promotion and the full month's subscription based on the package selected will be due monthly after the promotion period expires.
18. 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 with **black** winter promotion service.
19. In order to do so, Cell C will require the customer's credit card details, in order to facilitate the upfront payment.
20. In return for the provision of Services, you agree to pay the monthly Subscription Fee, which is billed to you in advance.
21. The Subscription Fee that you pay at the end of a month is for the next month's services.
22. 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;
23. C-Fibre with **black** winter promotion inclusive benefits will be allocated at the beginning of each month.
24. Access to BINGE Premium will cease after the 90 days period and the C-Fibre customer can subscribe to any of the entertainment packages on **black** after this period.
25. C-Fibre with **black** winter promotion offers access to BINGE Premium content only. Should the customer wish to access other **black** services that include Binge, FOX channel, Rent**black** , Buy**black** , Kids**black** , Audi**black** , Sports**black** , Play**black** , Bet**black** or Ticket**black** , they may do so directly on their TV via the **black** SmartBox or on the **black** website at <https://www.black.co.za> or #GET**black** Android or iOS app for additional devices; however these services will come at an additional subscription cost.
26. You can stream BINGE Premium entertainment package on 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.
27. The BINGE Premium entertainment package on **black** will be activated only once the fibre service is installed and active.
28. The Wi-Fi router and **black** SmartBox will be shipped to the customer only once the fibre service is installed and active.
29. All new customers activated on C-Fibre with **black** winter promotion will receive an activation SMS and email notification containing a once off activation voucher code with instructions on how to activate the BINGE Premium entertainment package on **black**.
30. Should you fail to pay the invoice, Cell C will suspend your C-Fibre with **black** winter promotion service until such time as payment is made. The maximum period allowed on the suspension of your C-Fibre with **black** winter promotion service is equivalent to a calendar month, after which the C-Fibre with **black** winter promotion service will be permanently deactivated and terminated.
31. Billing will continue through the suspension period for the C-Fibre with **black** tariff plan and the full month's monthly subscription will apply for the period that the subscriber was suspended.
32. Should the C-Fibre with **black** service be terminated and at a future date you request for the C-Fibre with **black** winter promotion 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 with **black** winter promotion service being re-connected.



## THREE MONTHS FREE C-FIBRE WITH **black** WINTER PROMOTION TERMS AND CONDITIONS

33. Should your C-Fibre with **black** winter promotion 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 with **black** winter promotion Service.
34. Should you wish to cancel the C-Fibre with **black** winter promotion service at any time, you may do so by giving Cell C no less than 1 (one) calendar months' notice.
35. Cancellation of C-Fibre with **black** winter promotion during the first 3 month period will result in the cancellation of the uncapped fibre service and BINGE Premium entertainment on **black** service, as these services are all linked.

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

36. When using and accessing the **black** platform, you may have five devices registered at any given time.
37. Once you have the maximum of five devices registered to your **black** account, you may only add and remove one device per month.
38. Out of the five registered devices, you may only stream or download concurrently on two devices at a time.
39. All devices can only be registered to one **black** account; you cannot have two **black** accounts with the same device registered on both accounts.
40. 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.

### The BINGE Premium Entertainment Package On **black** Sign Up Process

41. In order to access and use the BINGE Premium entertainment package on **black**, you must register by completing the registration process provided for on the **black** platform.
42. When completing the registration process, you will be required to provide the below information
  - 36.1 Email address – your email address will be used as your username;
  - 36.2 Mobile Number; and
  - 36.3 Create a password and verify that password and accept these Terms and Conditions, as well as the Cell C Website and Online Services terms and conditions.
43. When completing your first transaction, you will be required to provide the below information once off:
  - 37.1 Name;
  - 37.2 Surname; and
  - 37.3 Residential address.
44. It is your responsibility to ensure that you have provided us with accurate and complete customer information as required during the registration process or in any other request made by us. Your registration may be rejected if you do not complete all of the steps in the registration process.
45. You are solely responsible for keeping all your registration and access details (including your username and password) private and secure in order to prevent unauthorised access to and use of the BINGE Premium entertainment package on **black** by third parties. We will not be liable for any loss, damage or costs incurred as a result of unauthorised access to your **black** account.
46. You must ensure that the personal information which you provide during the registration process is always accurate, current and complete. You can change your personal details, including your username and password, at any time by logging on to the **black** Website and making such changes on your user profile; and inform us within 24 hours if you suspect or become aware that a third party has obtained access to your username and password, or if you suspect unauthorised use of the **black** Service.

## THREE MONTHS FREE C-FIBRE WITH **black** WINTER PROMOTION TERMS AND CONDITIONS

47. Once you have signed up and we have created a **black** account for you, you will also need to activate your account from the “Activation Email” that will be sent to you.

### The BINGE Premium Entertainment Package On **black** Activation Process On **black**

48. Setting up the **black** SmartBox; follow the step-by-step, easy-to-follow guide provided to help you connect your **black** SmartBox. It's 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 C-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.
49. Download our 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 #GET**black** and download our app #GET**black** OR visit <https://www.black.co.za> to join our new entertainment platform!
50. Sign Up; Register your **black** account by following our quick and easy sign up process.
51. Redeem BINGE Premium Voucher; once you're on **black** , follow the easy steps below to redeem your BINGE Premium voucher activation code:

- **Click on REDEEM VOUCHER**
- **Please make sure you LOGIN before redeeming your voucher**
- **Enter voucher number: XXXXXXXXXXXXX**
- **You're now good to go!**

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

52. 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>.
53. 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.
54. 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.
55. 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.
56. 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.
57. 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.
58. 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.



## THREE MONTHS FREE C-FIBRE WITH black WINTER PROMOTION TERMS AND CONDITIONS

### BINGE Premium Support

59. 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/fag>.
60. 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

61. 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.
62. The fibre service is only available within the range of Cell C partner fibre networks and the availability may vary from time to time.
63. If you are a new C-Fibre with **black** winter promotion 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 or Wi-Fi router (as applicable) should they cancel the contract within the first 24 month period from the service activation date.**

64. 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.
65. 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:
- 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 182.40 (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 (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 182.40 (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 Waterfall Access Network, FibreSuburbs Network and Edge Telecoms, will be liable for the installation fee directly with the Fibre Network Operator
66. 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 with **black** winter promotion.

### Change Of Physical Address

67. 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.



## THREE MONTHS FREE C-FIBRE WITH **black** WINTER PROMOTION TERMS AND CONDITIONS

68. 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.
69. 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.
70. 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

71. You warrant that you have the necessary rights to make use of C-Fibre with **black** winter promotion 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.

### Upgrade and Downgrade

59.7 Upgrades will be allowed i.e. C-Fibre 50Mbps/50Mbps to C-Fibre 100Mbps/100Mbps and the pro-rata costs on installation, connection, **black** Smartbox and Wi-Fi router will remain unchanged during the price plan Upgrade.

59.8 Downgrades will not be allowed on the C-Fibre with **black** winter promotion.

### Cancellation

72. Should you wish to cancel the C-Fibre with **black** winter promotion service at any time, you may do so by giving Cell C one calendar month's written notice.
73. Cancellation of the C-Fibre with **black** winter promotion service during the first 3 months of the promotion will result in the cancellation of the fibre and BINGE Premium entertainment package on **black** as these are linked.
74. Should you decide to cancel C-Fibre with **black** winter promotion 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 with **black** winter promotion, of which costs include:
  - 62.1 The installation fee;
  - 62.2 The connection fee;
  - 62.3 Cost of the Wi-Fi router; and
  - 62.4 Cost of the **black** Smartbox.
75. 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

76. The 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.
77. 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.
78. 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.
79. It is important that you understand that all customers who make use of C-Fibre with **black** winter promotion service do so at their own risk and indemnify Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers,



## THREE MONTHS FREE C-FIBRE WITH **black** WINTER PROMOTION TERMS AND CONDITIONS

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 with **black** winter promotion.

80. Cell C reserves the right to suspend C-Fibre with **black** winter promotion 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.
81. Cell C has the right to withdraw the C-Fibre with **black** winter promotion 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.
82. 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 with **black** winter promotion 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 with **black** winter promotion subscribers are advised to use <https://www.speedtest.net>, select the Cell C server and run the test.