



## C-FIBRE WITH **black** 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 Fibre with **black** 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 with **black** Tariff Plan

6. C-Fibre with **black** 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 Fibre online 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 with **black** tariff plans are available to new and existing Cell C and Fibre customers.
8. C-Fibre with **black** is a converged tariff plan offering uncapped fibre and 3 months free access to BINGE Premium entertainment on **black**.
9. Notwithstanding the date of the Fibre installation, the use of C-Fibre with **black** tariff plans will be on a month-to-month basis, until either you or Cell C cancel C-Fibre with **black** in accordance with the respective rights set out in these Terms and Conditions.
10. 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** Smart box (as applicable) should they cancel the contract within the first 24 month period from the service activation date.
11. C-Fibre with **black** is available on the 20Mbps, 50Mbps and 100Mbps line speed plans only across all the Fibre networks.
12. C-Fibre with **black** tariff plans provide subscribers with the following inclusive benefits;
  - 12.1 Unlimited, unrestricted and unshaped fibre;
  - 12.2 3 months free access to BINGE Premium entertainment package on **black**; with access to over 60 TV channels, local and international movies, series, music, sport, live TV, kid's shows, documentaries and much more;
  - 12.3 A free **black** SmartBox valued at R 1, 499 Inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back\*;
  - 12.4 A free Wi-Fi Router valued at R 1,699 inclusive of VAT, subsidised by Cell C, subject to a pro-rated claw back\*;
  - 12.5 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);
  - 12.6 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\*; and
  - 12.7 FREE personalised device set-up;



## C-FIBRE WITH **black** PRODUCT TERMS AND CONDITIONS

\*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, 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. A C-Fibre with **black** 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 with **black** tariff plans.
14. Upon successful application for C-Fibre with **black**, 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** service.
15. In order to do so, Cell C will require the customer's credit card details, in order to facilitate the upfront payment.
16. In return for the provision of Services, you agree to pay the monthly Subscription Fee, which is billed to you in advance.
17. The Subscription Fee that you pay at the end of a month is for the next month's services.
18. 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;
19. The C-Fibre with **black** monthly subscriptions will be billed and collected monthly in advance (upfront payment option), prior to the allocation of the monthly inclusive benefits.
20. C-Fibre with **black inclusive** benefits will be allocated at the beginning of each month.
21. The BINGE Premium entertainment package on **black** will only be activated once the fibre service is installed and active.
22. The Wi-Fi router and **black** Smart Box will be shipped to the customer only once the fibre service is installed and active.

### **BINGE Premium on black**

23. C-Fibre with **black 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**, Audi**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 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.

### **Billing**

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



## C-FIBRE WITH **black** PRODUCT TERMS AND CONDITIONS

32. Should the C-Fibre with **black** service be terminated and at a future date you request for the C-Fibre with **black** 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** service being re-connected.
33. Should your C-Fibre with **black** 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** Service.

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

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

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

#### 39. **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 C-Fibre with **black** 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.

#### 40. **Setting up the **black** Smartbox**

Follow the step-by-step, easy-to-follow guide provided to help you connect your **black** Smart Box. 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.



## C-FIBRE WITH **black** PRODUCT TERMS AND CONDITIONS

### 41. 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**

42. 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>.
43. 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.
44. 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.
45. 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.
46. 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.
47. 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.
48. 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

49. 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>.
50. 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

51. 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.
52. The fibre service is only available within the range of Cell C partner fibre networks and the availability may vary from time to time.
53. If you are a new C-Fibre with **black** 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:



## C-FIBRE WITH **black** PRODUCT TERMS AND CONDITIONS

53.1 \*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);

53.2 \*Payment of your connection fee (Connection fee means the charge for your connection to Fibre); and;

53.3 \*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).

**\*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.**

54. 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 with **black**.

55. 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:

55.1 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.

55.2 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.

55.3 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 172.50 (Incl. VAT) per linear metre.

55. 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 57.50 (Incl. VAT) per linear metre.

55. 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 184 (Incl. VAT) per linear metre.

55.6 Octotel Fibre installations to the home are not limited to a specific metreage; therefore, customers taking up a C-Fibre with **black** service on these networks will not incur additional charges on installation.

55.7 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.

56. Once the fibre line and CPE have been installed and your Fibre service has been activated, you will be able to make use of C-Fibre with **black**.

### Change Of Physical Address

57. C-Fibre with **black** 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.

58. 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.



## C-FIBRE WITH **black** PRODUCT TERMS AND CONDITIONS

59. 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.
60. 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

61. You warrant that you have the necessary rights to make use of C-Fibre with **black** 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 with **black** if you do not have the necessary rights.

### Migrations

62. The below migration scenarios will be allowed:

62.1 Migrations from C-Fibre with **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 BINGE Premium entertainment package on **black** will be terminated.

62.2 Migrations from C-Fibre standalone 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.

62.3 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.

62.4 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.

62.5 Migrations from C-Fibre with **black** Vumatel to MediaPlay Fibre Vumatel will be allowed. There will be no requirement to make a change to the 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.

62.6 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 the 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 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.

62.7 Migrations from C-Fibre with **black** Vumatel to C-Fibre with **black** Vumatel will be allowed and treated as a line speed upgrade or downgrade. There will be no requirement to make a change to the 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.





## C-FIBRE WITH **black** PRODUCT TERMS AND CONDITIONS

62.8 The amortised costs on installation, connection and Wi-Fi router will remain unchanged for migrations across all C-Fibre services.

62.9 A C-Fibre with **black** customer is required to settle the pro-rata amount owing on the **black** Smartbox if the migration is from C-Fibre with **black** to the C-Fibre standalone or C-Fibre Connector tariff plan.

62.10 For a migration from C-Fibre with **black** tariff plan to the standalone BINGE Premium entertainment package on **black**, a customer will first be terminated on the C-Fibre with **black** tariff plan including the BINGE Premium entertainment package on **black** and re-created on the standalone BINGE Premium entertainment package on **black**.

62.11 Migrations from one fibre network to another i.e. migrations from C-Fibre with **black** Vumatel to C-Fibre with **black** **Openserve** will not be allowed. The existing C-Fibre with **black** service on the Vumatel network will have to be terminated first and the customer re-created on C-Fibre with **black** 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.

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

62.12.1 Upward migration will be allowed i.e. C-Fibre with **black 20** to C-Fibre with **black 50** and the pro-rata costs on installation, connection, **black** Smartbox and Wi-Fi router will remain unchanged during the price plan migration.

62.12.2 Downward migration will be allowed i.e. C-Fibre with **black 100** to C-Fibre with **black 20** and the pro-rata costs on installation, connection, **black** Smartbox and Wi-Fi router will remain unchanged during the price plan migration.

### Cancellation

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

64. Cancellation of the C-Fibre with **black** service will result in the cancellation of the fibre and BINGE Premium entertainment package on **black** as these are linked.

65. Should you decide to cancel C-Fibre with **black** 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**, of which costs include:

65.1 The installation fee;

65.2 The connection fee;

65.3 Cost of the Wi-Fi router; and

65.4 Cost of the **black** Smartbox.

66. 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

67. 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 with **black**. Cell C reserves the right, at any time, to implement a Fair Usage Policy ("FUP") on notice to you.

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

69. 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.



## **C-FIBRE WITH black PRODUCT TERMS AND CONDITIONS**

70. It is important that you understand that all customers who make use of C-Fibre with **black** 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 with **black**.
71. Cell C reserves the right to suspend C-Fibre with **black** 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 **black** service.
72. Cell C has the right to withdraw the C-Fibre with **black** 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.
73. 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** 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** subscribers are advised to use [www.speedtest.net](http://www.speedtest.net), select the Cell C server and run the test.