

## 4Eva Tariff Plan Terms and Conditions

1. It is important that you read these terms and conditions carefully and understand them as participation in this offering will constitute your agreement to be bound by and comply with these terms and conditions for the 4Eva Tariff Plan (the "Service" or the "Tariff Plan"). If you do not agree to these terms and conditions, please do not continue participating in this offering.
2. Collectively, Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as "Cell C" in these terms and conditions.
3. All standard terms and conditions of Cell C apply. These can be found at <http://www.cellc.co.za/terms-and-conditions>.
4. Important terms and conditions which may limit Cell C's responsibility or involve some risk for you may be in bold including provisions which may limit Cell C's risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.
5. All prices and usage rates advertised in these terms and conditions include VAT (at the prevailing rate, being, as at the date of these terms and conditions, 15%), unless otherwise stated.
6. The Tariff Plan will be available from 12 December 2022 and will continue to be available for an indefinite period unless otherwise communicated by Cell C.

### Activation / Tariff Plan

7. Customers shall be required to migrate to the Tariff Plan to access its benefits. In order to do so, you will need to use an existing Cell C prepaid SIM, or purchase and activate a new Cell C prepaid SIM.
8. In the case of new SIM purchases, standard RICA processes and business rules apply. These processes and business rules can be found at <http://www.cellc.co.za/about/rica>. New customers will be required to RICA a Cell C starter pack before activation. To RICA the following documentation is required:
  - 8.1. A South African Identity Book or Card or Valid Passport; and
  - 8.2. Proof of address as may be acceptable in accordance with the applicable laws.
9. Voice calls on the Tariff Plan will be billed on a per second basis.
10. The rates indicated in the table below are fixed and apply at any time of the day.

Tariff Plan Rates	
Data	R0.06 (per MB)
Voice calls (to any local network at any time)	R0.99 (per minute)
Data unitisation	50KB
SMS (to any local network at any time)	R0.29
MMS	R0.50
International SMS	R1.50
International MMS	R1.50
International calls	As per international calling rates
International roaming	As per country and individual network rates*
*International roaming services Prepaid T&Cs are applicable	

## **Migrations**

11. In order to access the Tariff Plan and its benefits, customers will be required to migrate an active Cell C prepaid SIM. Such migration may be performed via Cell C's \*147# USSD menu or using the Cell C mobile application.
12. Customers who wish to migrate out of the Tariff Plan will be permitted to do so. Such migrations may be performed via Cell C's \*147# USSD menu or using the Cell C mobile application.
13. Any migration to occur to or from the Tariff Plan within 30 days of any prior migration to or from the Tariff Plan or between any other plans on the Cell C network will be charged at R5 per migration.
14. Migrations out of the Tariff Plan are subject to the rules of the plan to which the customer wishes to migrate.

## **Exclusions**

15. The Tariff Plan does not apply to:
  - 15.1. Contract / Postpaid and TopUp Customers;
  - 15.2. CST Lines;
  - 15.3. WASPs; or
  - 15.4. LCR (Least Cost Routing) products.
16. Customers on the Tariff Plan may not purchase any data, SMS, or voice minute bundles. Customers may only recharge with airtime and will incur charges in accordance with the rates stipulated in the table under section 10 above for all outbound calls, data usage, outbound SMSs, and Internet access.
17. Customers on the Tariff Plan will not have access to deals available through Cell C "All My Specials" or any other value-added services.

## **General**

18. All Premium rated and Special Service voice calls, SMSs, MMSs, and Internet usage will be charged for at the applicable rate.
19. Customers will be allowed to do a SIM swap by using a Cell C starter pack. The current SIM swap rules for Cell C customers apply. You may access these at <https://www.cellc.co.za/terms-and-conditions>.
20. All Prepaid benefits and balances will be transferred to the new SIM when a SIM swap is performed.
21. The Tariff Plan and any benefits can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits.
22. Cell C may amend, modify and/or otherwise change these terms and conditions in its sole and absolute discretion from time to time and the amended version will be posted at <https://www.cellc.co.za/terms-and-conditions> or may be displayed in any other media as may be communicated to you.
23. Cell C will notify you before it amends or otherwise changes the terms and conditions. By continuing to use the Tariff Plan, you agree and understand that you will be bound by these terms and conditions as amended from time to time. Please note however that it is your responsibility to review these terms and conditions regularly. Any changes to the terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.

24. Cell C and any of its agents, directors, affiliates, members, or employees (each an “Indemnified Person”) shall not be responsible in any way for claims, loss, or damages (either direct, indirect, consequential, or otherwise), arising from customers’ use of the product. Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –
  - 24.1. any damage, loss liability, costs, or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the Tariff Plan or your use of the Tariff Plan, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and
  - 24.2. any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any license to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes, or any other cause beyond Cell C’s reasonable control.
25. Cell C has the right to withdraw the Tariff Plan, any accompanying promotion, suspend and/or discontinue the Services in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C in this event.