

CELL C IOT CONNECT TERMS AND CONDITIONS
LAST UPDATE: FEBRUARY 2026

1. INTRODUCTION

- 1.1. It is important that you understand and agree to these Terms and Conditions before you purchase the available IoT Connectivity Service (the "Service").
- 1.2. **IN THE EVENT THAT YOU DO NOT UNDERSTAND ANY OF TERMS AND CONDITIONS, PLEASE GET IN TOUCH WITH US AND WE WILL EXPLAIN THEM TO YOU. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT CONTINUE PARTICIPATING IN THIS OFFERING. YOUR CONTINUED PARTICIPATION IN THE OFFERING WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**
- 1.3. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited (together, "Cell C") apply, which Terms and Conditions can be found at; <https://www.cellc.co.za/cellc/terms-conditions>
- 1.4. All prices and usage rates advertised are exclusive of VAT, unless otherwise stated.
- 1.5. Standard RICA rules and processes apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>.
- 1.6. These product specific Terms and Conditions ("Terms") apply to Corporate subscribers (herein referred to as "customer") as subscribed to the Service, in terms of the Cell C Corporate Subscriber Agreement <https://www.cellc.co.za/cellc/static-content/PDF/CellC-Corporate-Subscriber-Agreement-Terms-Conditi...>
- 1.7. The Service is available to existing and new customers.

2. SERVICE DEFINITION

The Service encompass the following:

- 2.1. 14-digit Machine-to-Machine ("M2M") SIM cards to enable connectivity for machine related services ("MRS")
- 2.2. SIM management platform with capability to manage SIMs with hierarchical grouping.
- 2.3. Choice between a shared APN in the case where customers have no specific security or network policies, or through a dedicated APN to attend to bespoke customer needs.
- 2.4. Tiered pay-as-you-use billing model which will allow the customer to mitigate overspend due to breakage.

3. COMMERCIALS

The solution is made up of several commercial components, including the following:

- 3.1. Once-Off SIM Fees (SIM, RICA, and Activation)
- 3.2. Recurring M2M Service Fees (connectivity and MOCN services)
- 3.3. Data Fees (tiered consumption-based data model)

4. PAYMENTS

The IoT connectivity offering is made up of a number of components which are detailed here below.

4.1. Once-Off SIM Fees

Customer is required to pay for the purchase, RICA and activation of the SIM cards in accordance with the fee structure below. The Customer is liable for the cost of all SIM cards purchased at their time of purchase. Payment of the SIMs supplied will be charged to the Customer's account and billed at the end of each calendar month.

Item	Cost per SIM (Ex.VAT)
Once-Off SIM Fee (SIM, RICA and Activation)	R5

4.2. Recurring M2M Service Fees

Customers shall incur monthly service charges per SIM card from the month within which the SIM is purchased, however, at a lower inactive / suspended SIM rate until such time that the SIM has been activated, at which point the normal active unsuspended SIM rates shall apply. Similarly, if an active SIM card is subsequently suspended, the inactive / suspended rates shall apply for such SIM card until such time that the SIM is unsuspended (at which point active unsuspended rates apply) or cancelled altogether (at which point the SIM's service charges will cease). The service fees the customer shall be liable for is to be dependent on the number of SIMs activated on their account within any given month in accordance with the below volume-based cost structure.

Cost Per Active Unsuspended SIM:

Volume	Cost per SIM (Ex. VAT)
0 – 99	R8.00
100 – 499	R7.00
500 – 999	R6.00
1,000 – 9,999	R5.00
10 000 – 19,999	R4.00
20,000 – 29,999	R3.00
30,000 – 49,999	R3.00
50,000+	R2.00

A cost of R2.00 (Excl. VAT) shall be applicable for each inactive / suspended SIM card.

Additionally, the customer shall have the option of adding an 'availability' premium to all or a subset of their SIMs. This premium shall be charged in accordance with the pricing table below.

Item	Cost per SIM (Ex.VAT)
Availability	R3

All 'availability' SIMs shall be charged monthly in accordance with the 'availability' cost above, while all other SIMs shall be charged in accordance with the volume-based SIM fees above. The number of 'availability' SIMs may not exceed the number of other SIMs active on any one customer's account. Primary SIMs shall roam on MTN by default; while each 'availability' SIM shall roam on Vodacom.

The long-term intention for such 'availability' premium is to leverage MOCN to enable relevant SIMs to roam across both existing roaming partners seamlessly. However, in the interim, customers shall be required to purchase multiple SIMs in accordance with the once-off SIM charges encompassed herein, and designate which SIMs are 'availability' SIMs. All 'availability' SIMs shall be charged monthly in accordance with the 'availability' cost above, while all other SIMs shall be charged in accordance with the volume-based SIM fees above.

4.3. Data Fees

IoT connectivity customer shall incur data charges as they consume and shall not be required to purchase bundles in order to connect their SIMs. A minimum data fee shall be charged which shall cover any one customer's usage up to 5GB, whereafter, the customer is required to pay per megabyte of usage. The customer's total data is required to be rated and billed at the end of each calendar month in accordance with the rates tables below.

Usage Volume	Total Cost (Ex. VAT)
<= 5GB	R600

Usage Volume	Cost per MB (Ex. VAT)
5GB – 10GB	RO.1427
10GB – 50GB	RO.1402
50GB – 100GB	RO.1262
100GB – 1TB	RO.0812
1TB – 2TB	RO.0739
> 2TB	RO.0724

Data billing shall be tiered in accordance with the above table and not evaluated on the whole. For example, in the case where a customer consumes 15GB of data in a particular billing period, the customer shall be charged R600 for their first 5GB of usage, RO.1427 per MB for their next 5GB worth of usage (the amount of usage that falls into the 5GB – 10GB rates tier), and RO.1402 per MB for their next 5GB worth of usage (the amount of usage that falls into the 10GB – 15GB rates tier). For the avoidance of doubt, this customer's usage would not be rated on the whole as 15GB x RO.1402 per MB. For the avoidance of doubt, this usage is summed across all APNs associated with the customer, including those SIMs using the common shared iot.main APN.

5. PROVISION OF THE SERVICES

- 5.1. Cell C SP will take all reasonable steps within its control to make Services available to the Subscriber at all times in line with the terms and conditions of this Agreement.
- 5.2. The Services are only available within the range of base stations that make up the Cell C Network and the signal may vary according to where the Subscriber is at the time.
- 5.3. Although Cell C SP takes all reasonable measures to ensure that Services are offered to the Subscriber on a consistent and continuous basis, the Service Suppliers cannot always guarantee a continuous fault-free service.
- 5.4. The quality and availability of Services may sometimes be affected by factors such as local physical obstructions; bad weather; other causes of radio interference; the features or functionality of the particular Equipment; damaged Equipment or SIM; unavailability of electrical supply, such as load shedding; or the number of people trying to use the Cell C Network at the same time and availability of Cell C to allow Subscribers to roam on alternative networks.
- 5.5. The SIM and the Cell phone number allocated to the Subscriber may (if it becomes necessary) be changed by Cell C or the Service Suppliers.
- 5.6. Cell C will supply the customer with a Cell C IoT SIM card, such SIM card will be registered and RICA'd in the name of the Customer. The SIM card is to be activated and provisioned by the Customer, in order to start working. The default position is that SIMs are supplied already activated on the network.
- 5.7.

6. APPLICABILITY

- 6.1. Data consumption and rating shall apply in accordance with the rules set out under the Data Fees Section herein. No bundles and real-time charging shall apply in the context of the Service.
- 6.2. The Services are provided solely on a pay-as-you-use basis and are available only for business customers.
- 6.3. The Customer is provided with a M2M SIM or SIM cards. The SIM card shall be used only with the Customer's IoT equipment/device.
- 6.4. Cell C will supply the customer with a Cell C IoT SIM card, such SIM card will be registered and RICA'd in the name of the Customer. The SIM card is to be activated and provisioned by the Customer, in order to start working. The default position is that SIMs are supplied already activated on the network.
- 6.5. Cell C will provide to the Customer reasonable first-line support via telephone, e-mail or Cell C customer care operations during normal business hours in South Africa. Cell C will try and

assist with support matters pertaining to the mobile network. The Site and support services are offered on a best-effort basis.

- 6.6. The Customer will receive access to a Service Portal account during use of the IoT connectivity service. Login credentials will be created and managed via our self-service channel. The Service Portal account includes permissions to view and manage SIMs. If the Customer requires support with their account, the customer shall contact the customer support centre.
- 6.7. The SIM Card is granted by Cell C to the Customer so that the Customer can use it exclusively to use the Services according to this contract and for its duration. On delivery of each SIM Card, the Customer is given the safety codes (PIN and PUK). The Customer is under an obligation to take care of the SIM Card(s) with diligence.
- 6.8. The Customer must immediately notify Cell C of loss, theft of or tampering with their SIM Card(s). In such cases, Cell C shall deactivate them and, if necessary, replace the SIM Card(s) upon payment of a fee for the issue of the new SIM Card(s).
- 6.9. Cell C is entitled to deactivate the SIM Card(s) without incurring any obligation to indemnify if it is required by authorities or due to technical reasons that prevent continued provision of the Services.
- 6.10. Cell C has the right to deactivate SIM Cards if they have not been active for more than three consecutive months. At the expiration of the twelfth month from the last business relationship, Cell C shall inform the Customer of the deactivation of the SIM Card(s), allowing the reactivation of the service on the same number, without any additional charges for the Customer and, where possible, within forty-eight hours of their request. In any case, Cell C shall inform the Customer, at least thirty days in advance, both of the possible suspension of service and of the termination of the assigned number.
- 6.11. Cell C shall ensure adequate geographical coverage of the Services, while remaining free to determine and/or vary it under third party network agreements.
- 6.12. In order to ensure fair and non-discriminatory access for Customers to the Services and to preserve the integrity and the full functionality of the Network (avoiding, firstly, congestion), Cell C reserves the right to introduce temporary and non-discriminatory mechanism to limit use of available network resources in compliance with the principle of fair treatment.
- 6.13. Although taking utmost care and implementing all possible safety measures in compliance with applicable regulations, Cell C cannot guarantee absolute protection of its networks and Services against unauthorized access, intrusion, tapping or other attacks (including by hackers, wherever they may be) and is not therefore liable, should these occur.
- 6.14. Cell C reserves the right to suspend the Services should it detect unlawful or fraudulent activities by the Customer or by third parties or upon their reporting by the competent authorities.
- 6.15. Cell C may suspend, in whole or in part, the Services if abnormal use is detected, i.e., if there is an increase in traffic volume that is not reasonably in excess of previous traffic. In compliance with current regulations, Cell C reserves the right to slow down and/or suspend and/or deactivate the SIM Card(s) in case of abnormal use of the Services.

7. LIMITATION OF LIABILITY

- 7.1. Cell C is not liable in any way whatsoever for damage caused by negligence and/or for indirect and/or consequential damage and loss of earnings by the Customer.
- 7.2. Intangible assets, For the entire duration of the contractual relationship, Cell C grants the Customer a non-transferable and non-exclusive right to use the intangible assets (such as trademarks and logos that distinguish the Services) necessary for the use of the Services and only to the extent of that use. The related intangible rights remain the exclusive property of Cell C and/or third-party owners and/or licensors of such intangible rights.
- 7.3. Contractual changes, Cell C reserves the right to modify at any time these Terms and Conditions, communicating any contractual changes at least 30 (thirty) days before these take effect.
- 7.4. It is the Customer's responsibility to ensure SIM activation, SIM card settings, RICA registration and network provisioning are correct and tested before time of use.
- 7.5. SIMs have conditions and network rules. It is the Customer's responsibility to acquaint themselves and understand network conditions and rules, such as SIM expiry, APN limitations,

data consumption/usage terms and all other network-related conditions of service for the SIM cards.

- 7.6. The Service Suppliers and Cell C will not be liable for monitoring customer SIM card balances or providing SIM billing reports and invoice service available from the management portal.
- 7.7. By loading a SIM onto the management platform, the customer gives permission to Cell C to access the SIM and related information. You also give permission to manage mobile data traffic from customer SIM cards to a range of endpoints as determined by your service.
- 7.8. Customer further accepts that the quality and availability of the Service may be affected by factors outside Cell's control such as mobile network availability, power supply problems, physical obstructions, fibre breaks, atmospheric conditions and other causes of radio interference or faults in other telecommunication networks to which the service is connected.
- 7.9. The Customer must ensure that SIM cards managed on their account are used in ICASA approved devices and used in a responsible manner, including the management of device security and data session generation including viruses, bots, malware or malicious user behaviour
- 7.10. If a SIM on your account is implicated in activity that indicates that it may be infected with malware and may be part of malicious network activity or a botnet or if Cell C detects any suspicious network activity or a high volume of individual data sessions originating from a customer device, it reserves the right to disconnect such a SIM card in order to maintain network quality of service.
- 7.11. Disconnected SIM cards may be reactivated once the Customer has proven that the offending activities have been ceased. Please remember that you are responsible for ensuring that devices and all applications connected to your SIM cards are properly secured.

8. CUSTOMER OBLIGATION

- 8.1. The Customer is under an obligation to use the Services in accordance with this Contract and applicable laws and regulations. In particular, the Customer is responsible for the use of the Services, as well as their use by third parties with the Customer's consent and must promptly inform Cell C of any abnormal and/or unauthorized use of the Services.
- 8.2. The Customer is responsible for the content of the information transmitted and/or processed using the Services. Therefore, Cell C is not liable for the content of messages, documents or any data transmitted or received using the Services.
- 8.3. The Customer is required to use the Services in good faith and fairness, in accordance with this Contract, refraining from gaining advantages other than those related to routine use of the Services. More specifically, the Services must not be used to commit prosecutable criminal actions and/or to directly/indirectly infringe the rights of other users and/or third parties.
- 8.4. The Customer is under an obligation to use the Services exclusively with IoT/M2M Devices, any use through other means and/or instruments being excluded, such as, by way of example, Cell phone Devices, GSM modems, GSM boxes, GSM gateways and other similar or analogous equipment capable of transforming, directly or indirectly, the data and SMS traffic for the execution of the Services, as well as using the SIM Card(s) to resell the data and SMS traffic to third parties.
- 8.5. Cell C may definitively cease or suspend without **notice** and compensation use of the SIM Card(s) where there is evidence of misuse of the Services by the Customer.

9. The Customer acknowledges and accepts, with waiver of any claim, that:

- 9.1. The Services may not have homogeneous geographical coverage and in any case may not cover all territories in the world;
- 9.2. the provision of the Services may be subject to variations, including significant ones, both temporary and permanent, depending on geographical, climate and/or technical factors;
- 9.3. the services may be interrupted or slowed down in cases where the SIM Card is exposed to weather conditions not suitable for its operation or installed in a device that does not meet the necessary technical requirements or lacks adequate protection systems;

- 9.4. Cell C may suspend the Services, in whole or in part, at any time and even without notice, if ordinary or extraordinary maintenance must be performed on its equipment and on the software and hardware for providing the Services;
- 9.5. Cell C may suspend, discontinue and/or terminate the Services, in whole or in part, in cases of force majeure, such as, without limitation, events beyond its reasonable control, governmental and/or public administration regulations, acts of judicial and/or military authority, legal prohibitions, natural disasters, lightning, fire, explosions, mobilization, riots, war, epidemics and pandemics, strikes, shortages of raw materials, energy, and other similar events.

10. RICA

- 10.1. RICA is applicable to the Services and the Equipment and to the Subscriber in terms of this Agreement and:
- 10.2. in terms of RICA, the Service Suppliers are required to be satisfied as to the Subscriber's identity, registration details and registered physical address, which includes getting a copy of the required company documentation and proof of business address;
- 10.3. the Service Suppliers or Cell C will not activate the Subscriber's SIM until all the Subscriber's details as required by RICA have been satisfactorily registered with Cell C SP;
- 10.4. the Service Suppliers or Cell C may be required to disclose the information relating to the Subscriber in accordance with RICA, to a law enforcement officer on receipt of a directive issued in terms of RICA;
- 10.5. the Subscriber must immediately report any loss, theft or destruction of the SIM and/or the Equipment to the police, otherwise the Subscriber will be committing an offence and will be liable to a fine or imprisonment; and
- 10.6. if the SIM is transferred to another person, then the Subscriber must ensure that the details of that person are registered with Cell C SP as under RICA the Subscriber will be liable to a fine or imprisonment.
- 10.7. It is the Customer's responsibility to ensure SIMs are RICA registered to comply with current legislation. Cell C can, on your request, assist with RICA registration of SIMs in your company's name. It remains your responsibility to comply with all RICA or other relevant KYC legislation as well as to comply with any SIM de-registration requirements.
- 10.8. For the purposes of activating the SIM Card(s), the Customer must provide, under their own responsibility, proof of their identity and residence well as any other data or document that is required by applicable regulations.
- 10.9. Cell C has the right to verify the Customer's identity during the contract conclusion phase and at any time during the term of the contract, by requesting, if necessary, additional documentation in accordance with current regulations and in any way deemed appropriate, including the acquisition of photographic material to verify the consistency of the identity documents provided to activate the SIM card.

11. CUSTOMER CARE

- 11.1. The following subsections detail the various assurance domains and relevant escalation paths, in accordance with Cell C's current Enterprise Support Escalations SLA positioned unto customers.
- 11.2. Customer Care and Order Management Escalations,
- 11.3. Note that, while the following outlines the customer care query escalation path for EBU services, internal service escalation paths are necessary for network and/or BSS related issues. The detail of such is required to be derived through qualitative interviews with the networking and BSS teams and detailed within the scope of the BRS.

Query Types	Escalation Path	
Billing enquiries	Required Information	Support request on company letterhead
Service-related issues		ID Copy, Bank Statement, Proof of Address (where required)

Updating of customer business or technical points of contact		Other supporting documentation (as requested)
DID number changes		1. Credit Vetting Escalations
International calling activations / deactivations		
Special / premium number calling activations / deactivations	1st Point of Contact	Business@cellc.co.za
Cancellations		bscuploads@cellc.co.za
Order processing		
	If the above support desk does not respond within 24 hours:	
	2nd Point of Contact	Team Leader
		Jafta Ncube
		Jafta.ncube@merchantscx.com
	If no response within 1 business hour:	
	3rd Point of Contact	Operations Manager
		Ntombi Masimini
		Ntombe.masimini@merchantscx.com
	If no response within 1 business hour:	
	4th Point of Contact	Call Centre Manager
		Tshepo Moganetsi
		tshepo.moganetsi@merchantscx.com
		Onsite Support Specialist
		Gugu Letsoalo
		gugu.letsoalo@infinityspc.co.za
	If no response within 1 business hour:	
	5th Point of Contact	Business Partner Manager
		Pragassen Govender
		pragassen.govender@infinityspc.co.za
	If no response within 1 business day:	
	Executive Escalation	EHOD: Customer Care
		Zaf Karrim
		Zaf.karrim@infinityspc.co.za

Query Types	Escalation Path	
Processing of corporate applications	Required Information	SFID
Transfer of ownership		SD Number of Company Name
Processing of referred vetting applications		1. Collections Escalations
	1st Point of Contact	Corporateapplication@cellc.co.za
		084 151
	If the above support desk does not respond 4 business hours:	
	2nd Point of Contact	Christo Fourie
		C.Fourie@contractor.cellc.co.za
		Christo.Fourie@infinityspc.co.za
	If no response within 8 business hours:	
	3rd Point of Contact	Andries Mofokeng
		AMofokeng@contractor.cellc.co.za
		Andries.Mofokeng@infinityspc.co.za
	If no response within 24 business hours:	
	4th Point of Contact	Tumi Sekao
		Tumi.Sekao@infinityspc.co.za

Query Types	Escalation Path	
Collections	Required Information	Proof of Payment
		Remittance Advice
	1st Point of Contact	Enterprisecollections@cellc.co.za

	If the above support desk does not respond 48 business hours:	
	2nd Point of Contact	Early Collections
		Pranitha Bisnath
		PBisnath@contractor.cellc.co.za
	Legal Collections	Ngongi Nkgogo
		NNkgogo@contractor.cellc.co.za
	If no response within 24 business hours:	
	3rd Point of Contact	Early Collections
		Don Mdandani
don.ndandani@infinityspc.co.za		
Legal Collections		
Tlalane Moletsane		
	tlalane.moletsane@infinityspc.co.za	
If no response within 24 business hours:		
4th Point of Contact	Shado Phiri	
	nomshado.phiri@infinityspc.co.za	

Use of your Personal Information and Direct Marketing

12. You warrant and guarantee that all personal information supplied by you to Cell C in the application for the Service is true and correct.
13. By accepting these Terms and Conditions, you understand and acknowledge that Cell C, their affiliate companies, their service providers, suppliers and partners ("Group") are required to comply with the provisions of the Protection of Personal Information Act of 2013 ("POPIA") to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).
14. For purposes of this, you confirm, agree, understand, acknowledge that by accepting these Terms and Conditions, –
 - 14.1. You disclose and provide your Personal Information to the Group voluntarily and consent and authorise the Group to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C's Privacy Policy accessible by you on Cell C's website (<https://www.cellc.co.za>) ("Privacy Policy");
 - 14.2. You agree to immediately inform the Group in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to the Group; and

- 14.3. And agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, understood and agreed to as part of your application for the Service.
- 14.4. In order to fulfil the obligations set out in these Terms and Conditions, Cell C will process your personal information. Such processing may include sharing personal information with:
 - 14.5. The Group, FNOs and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Cell C's Service services to you;
 - 14.6. Either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness (before Cell C accepts your application for the Service) and for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to these Terms and Conditions;
 - 14.7. Attorneys and/or debt collection agencies if you breach these Terms and Conditions.
 - 14.8. As and when necessary, you agree and consent to be contacted by Cell C in respect of their direct marketing campaigns in relation to similar and/or related products and/or services, which contacts will be in accordance with the terms and conditions of the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") as amended and the CPA regulations and POPIA, including the provisions relating to the direct marketing registry.
15. You can ask Cell C to stop marketing to you (opt-out) at any time. You may register a block on marketing from the Group.
16. You are entitled to withdraw your consent for using your personal information under clauses 14 and 14.7 above on written notice or notice in any other recorded form to Cell C. In the event you decide to withdraw your consent the Group will not be able to use your information for the purposes listed under clauses 14 and 14.7 to the extent that you withdraw your consent from the date your withdrawal notice is received.

17. General

- 17.1. If a customer does not comply with these terms and conditions and/or the processes applicable, Cell C reserves the right to refuse the customer from taking up the Service.
 - 17.2. Cell C reserves the right to suspend the Service in its sole and absolute discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate.
 - 17.3. Cell C has the right to withdraw or shorten the duration of the Service and 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.
 - 17.4. 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.
 - 17.5. Cell C will notify you before it amends or otherwise changes the terms and conditions. By continuing to use the solution, 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.
18. International roaming usages will be billed in accordance with the roaming rates as published on our consumer website from time to time, which Terms and Conditions can be found at; <https://www.cellc.co.za/cellic/static-content/PDF/CellC-International-Roaming-TnC.pdf>
 19. 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 –

- 19.1. 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 product or your use of the product, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and
- 19.2. 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.