

## Cell C Prepaid Fibre (Vumatel Reach) Standard Terms and Conditions

Last Update: June 2022

1. It is important that you understand and agree to these Terms and Conditions in order to consume Cell C Fibre services.
2. 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>
3. Cell C is offering Cell C Prepaid Fibre in partnership with local Fibre Network Operator Vumatel ("FNO") providing a fibre network on an open access model.
4. 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.
5. Cell C Prepaid Fibre includes:
  - a. Uncapped fibre internet connectivity, including the option of the following products available on a 28 day once-off or monthly recurring service.

Line Speed	Price (Incl. VAT)
20Mbps/10Mbps	R395.00
40Mbps/10Mbps	R519.00
100Mbps/50Mbps	R799.00

- b. CPE, including a Wi-Fi enabled Optical Network Terminal ("ONT") supplied by the FNO, free of charge.
  - c. Installation of the fibre service by the FNO, free of charge. Inclusive installation covers cabling up to 30 meters. Installations requiring cabling beyond the included 30 meters will be subject to an additional cost of R50 per additional meter.
  - d. Subject to 1 (one) address per customer and does not include the cost of any installation for change of addresses.
7. Upon successful application for Cell C Prepaid Fibre on a monthly recurring basis, you will be charged for a full months' service upfront. You will be charged a pro-rata fee for the second month of service in order to align subsequent payments with your selected debit day.
  8. Notwithstanding the date of the Fibre installation, the use of Cell C Prepaid Fibre monthly recurring tariff plans will be on a month-to-month basis, until either you or Cell C cancel Cell C Fibre in accordance with the respective rights set out in these Terms and Conditions.
  9. In return for the provision of the Cell C Prepaid Fibre service on a monthly recurring basis, you agree to pay the subscription fee which is billed monthly in advance.
  10. Should you fail to pay the subscription fee, your service will be suspended from midnight on the day of payment failure.
  11. For Cell C Prepaid Fibre services on a monthly recurring basis, two additional debit attempts shall be made subsequent to an initial payment failure. Upon failure of both such subsequent attempts, your service shall be suspended for seven (7) days ("**Seven Day Suspension Period**").
  12. Should your service enter the Seven Day Suspension Period, and you further fail to pay for your account before such period lapses, you shall be required to place a new Cell C Prepaid Fibre order to reactivate your service.
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13. Should your service enter the Seven Day Suspension Period and subsequently pay for your account during such period, such payment will not be pro-rated for the days lost due to suspension.
14. Billing will continue through the suspension period and the full monthly subscription will apply for the period that the subscriber was suspended.

#### **Fibre CPE and Fibre Line**

15. The CPE and fibre line remains the property of the FNO at all times and may be removed from your premises upon cancellation of Cell C Fibre.
16. You are responsible for the safekeeping of the CPE and fibre line and you agree to notify Cell C and the South African Police Services immediately if the CPE or fibre line has been lost, damaged, stolen or destroyed. Risk in and to the use of the fibre line and CPE will pass to you on installation and connection. You will be liable for losses incurred in the event of a damage, loss or destruction to the CPE and you indemnify Cell C and the FNO against any losses or damages suffered.

#### **Change Of Physical Address**

17. Cell C Prepaid 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.
18. In the event that you move from the physical address/area where Cell C Prepaid Fibre is provided (and as captured in terms of your application form for Cell C Prepaid 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 necessary move, installation, and / or connection fees in respect of the fibre line, CPE and any other necessary equipment in your new area. Furthermore, you will be liable for any difference in your monthly service fees.

#### **Warranty and Indemnity**

19. You warrant that you have the necessary rights to make use of Cell C Prepaid Fibre and you indemnify Cell C against any liability, claim, damage and/or loss that a third party might have arising out of your use of Cell C Prepaid Fibre if you do not have the necessary rights.

#### **Cancellation**

20. Should you wish to cancel the Cell C Prepaid Fibre service at any time, you may do so by giving Cell C no less than 30 days' notice.
21. Cell C Prepaid Fibre service cancellation requests must be submitted via the Cell C Fibre portal at <https://portal.cellc.co.za> or through the call centre by dialling (+27) 84 143 4273.

#### **Use of your Personal Information and Direct Marketing**

22. You warrant and guarantee that all personal information supplied by you to Cell C in the application for Cell C Prepaid Fibre is true and correct.
23. 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).
24. For purposes of this, you confirm, agree, understand, acknowledge that by accepting these Terms and Conditions, –
  - a. 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/cellc/static-content/PDF/Privacy\\_Policy.pdf](https://www.cellc.co.za/cellc/static-content/PDF/Privacy_Policy.pdf)) ("**Privacy Policy**");

- b. 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
  - c. you 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 Cell C Prepaid Fibre.
25. 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:
- a. the Group, FNOs and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Cell C Prepaid Fibre and the fibre line, CPE and/or the Wi-Fi router to you;
  - b. 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 Cell C Prepaid Fibre) 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;
  - c. attorneys and/or debt collection agencies if you breach these Terms and Conditions.
26. 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.
27. 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.
28. You are entitled to withdraw your consent for using your personal information under clauses 23 and 25 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 23 and 25 to the extent that you withdraw your consent from the date your withdrawal notice is received.

## **General**

29. The Cell C Prepaid Fibre service is an unlimited internet service with no fair usage policy (FUP), or throttling of traffic applied; however an acceptable use policy (“AUP”) will apply in order to regulate the abuse of Cell C Fibre. Cell C reserves the right, at any time, to implement a Fair Usage Policy (“FUP”) on notice to you.
30. An AUP will apply to Cell C Fibre. The AUP can be found on the Cell C website and may be amended from time to time ([https://www.cellc.co.za/cellc/static-content/PDF/Acceptable\\_Use\\_Policy.pdf](https://www.cellc.co.za/cellc/static-content/PDF/Acceptable_Use_Policy.pdf)).
31. Migrations from other existing Cell C mobile products and services to Cell C Prepaid Fibre is not possible and you will be required to apply and sign-up for Cell C Prepaid Fibre.
32. 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.
33. Cell C may amend its pricing from time to time. Cell C must give at least one calendar months’ notice of a price increase, which Cell C may effect once the notice period has lapsed. Should the customer object to the price increase, they may cancel the service in accordance with clause 20 above.
34. It is important that you understand that all customers who make use of Cell C Prepaid 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 and/or damages, either direct, indirect, consequential or otherwise (including loss of income or profits), arising from their use of Cell C Prepaid Fibre.
35. Cell C reserves the right to suspend Cell C Prepaid 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 Cell C Prepaid Fibre with immediate effect.
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36. 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 Prepaid Fibre subscribers are advised that speed tests for Cell C Prepaid 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 Cell C Prepaid Fibre service. In order to run a speed test Cell C Prepaid Fibre subscribers are advised to use [www.speedtest.net](http://www.speedtest.net), select the Cell C server and run the test.
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