

## **TERMS AND CONDITIONS FOR C-FIBRE ON A MONTH TO MONTH CONTRACT**

1. It is important that you understand and agree to these Terms and Conditions, as well as the C Fibre Product Terms and Conditions (which are available on the Cell C website) in order to make use of the Cell C Fibre to The Home Service ("**C-Fibre**").
2. Cell C SP 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 SP 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 (Pty) Ltd and Cell C Service Provider Company (Pty) Ltd apply.
5. Standard RICA process and business rules apply.

### **Duration**

1. Notwithstanding the date of installation, your use of C-Fibre will be on a month to month basis, until such time as C-Fibre is cancelled by either you or Cell C SP in accordance with the respective rights set out in these Terms and Conditions.

### **General**

1. C-Fibre is an uncapped service; however, in order to regulate the abuse of C-Fibre Cell C SP reserves the right, at any time, to implement a Fair Usage Policy ("**FUP**") on notice to you.
2. An Acceptable Use Policy ("**AUP**") shall apply to C-Fibre. The AUP can be found on the Cell C website and may be amended from time to time.
3. C-Fibre shall be provisioned on a virtual number and SIM swap shall not apply.
4. Migrations from other existing Cell C SP products and services to C-Fibre is not possible and you will be required to apply and sign-up for C-Fibre.
5. Subscribers who move from one FNO to another but retain Cell C SP as an Internet Service Provider ("**ISP**") shall be charged an installation and connection fee.

6. Cell C SP 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 SP in this event.
7. It is important that you understand that all customers who make use of C-Fibre do so at their own risk and indemnify Cell C SP, 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.
8. Cell C SP reserves the right to suspend C-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 SP shall be entitled to terminate the C-Fibre with immediate effect.
9. Cell C shall 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 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 working on business rules the C-Fibre service will be suspended for up to a calendar month (customer will be notified on this) after which failure to receive payment will result in the service being terminated and the customer will still be liable for the subscription fee for the period that the service was suspended.