

Cell C Terms & Conditions for accessing Facebook Flex

It is important that you understand and agree to these terms and conditions in order for you to use your Cell C service to get access to Facebook Flex. These terms and conditions govern the use of Cell C services to access Facebook Flex. Continued use of Facebook Flex is also governed by Facebook's Terms of Service, which can be found at: www.facebook.com. The offer comprises free access to basic Facebook through a mobile device (a phone or a tablet) using a Cell C SIM.

By making use of the Cell C service to access Facebook Flex, you accept and agree to be bound by these and Facebook's terms and conditions.

Effective Date:

Facebook Flex will be available to Cell C customers from 26 January 2021.

1. Using Facebook Flex

1.1. All standard Terms and Conditions of Cell C (Pty) Ltd and Cell C Service Provider Company (Pty) Ltd (together, "Cell C") apply.

1.2. Facebook Flex allows customers to toggle between Free Facebook and full Facebook. Customers simply open their Facebook app or web browser and select to browse the free basic version of Facebook (FREE) or the full version of Facebook that is charged for (DATA). The free mode typically provides a text only experience, subject to the limitations and exceptions described herein.

1.3. All valid Postpaid, Top Up and Prepaid customers on Cell C will have access to Facebook Flex.

1.4. New Users:

New Facebook users that opt-in for Facebook Flex will have full access to Facebook for 14 (fourteen) days. The new user will be allowed to view photos, in addition to what a free mode user can see, excluding videos. The new user will also have a 20MB daily FUP/cap. A new Facebook user refers to a customer that is new to Facebook and not new to Cell C.

1.5. Dormant Users:

Dormant customers returning to use Facebook again and opt-in for Facebook Flex will have full access to full Facebook for 7 (seven) days. The dormant user will be allowed to view photos, in addition to what a free mode user can see. The dormant user will also have a 20MB daily FUP/cap. A dormant user refers to a customer that is registered on Facebook but has been inactive on Facebook for the last 30 (thirty) days. The user is dormant to Facebook but not on Cell C.

1.6. All Customers will be limited to 20MB of free mode use daily. **Once the customer reaches the 20MB FUP/cap, they are automatically switched over to paid for mode.**

1.7. The Facebook app is only supported on Android for Facebook Flex. All other users will access the service via the Facebook browser on www.facebook.com.

1.8. Prepaid, Top Up and Postpaid Cell C customers that access Free Facebook (FREE) will not be charged for accessing the free service and their data allocation, data bundles or airtime will not deplete.

1.9. Cell C shall use its best endeavors to ensure that customers receive an alert when clicking on non-free services when using Free Facebook.

1.10. Customers opting for full Facebook (DATA) will have the normal full Facebook with all the functionality they are accustomed to.

1.11. All services accessed or used on full Facebook will be charged as per the customer's tariff plan or if any data bundles, inclusive value or free data is available, the data usage will deplete from these bundles.

1.12. Normal depletion rates apply for data usage in full Facebook.

1.13. Cell C customers may access Facebook Flex through the Facebook app or browser while using a mobile device with a Cell C SIM.

1.14. Cell C shall use its best endeavors to ensure that customers receive a notification when accessing chargeable services. However, Cell C shall not be liable for any charges should a customer not receive an alert when accessing chargeable services. Any amounts charged in connection with using Facebook Flex will be solely for the customer's own account.

2. Free Facebook (FREE)

From 26 January 2021, Cell C customers will be able to access Free Facebook from their Facebook app on their Android device with a Cell C SIM. Customers who do not have an Android device can access Facebook Flex through the www.facebook.com browser. Free Facebook will be accessible to new and existing customers via the normal Facebook entry points.

2.1 Customers can browse basic Facebook services without data usage while in the FREE mode.

2.2 Free Facebook will be available at no charge to the customer. The customer does not require data resources to access Free Facebook.

2.3 Mobile data must be turned on during use in the Free Facebook mode.

2.4 The following services are free and are referred to as Free Facebook (same version as free Facebook in internet.org):

- Basic view of all static information
- Posts (liking a page, commenting on a post and sharing a post)
- Facebook Messenger (excludes VOIP and video calls) and will have limited functionality

2.5 The customer will get an alert when the customer clicks on non-free services.

2.6 Customers will be charged if they click on non-free services such as VOIP, external link browsing, YouTube, Instagram and streaming services.

2.7 Any chargeable event on the Free Facebook mode will be real-time for Prepaid and Top Up customers. Postpaid customers will be charged to the Postpaid customer's account if usage is out of bundle.

3. Full Facebook (DATA)

3.1 Full Facebook (DATA) is the normal full Facebook experience with access to all the services.

3.2 There are no changes to billing and normal depletion rules will apply for data usage in full Facebook.

3.3 Postpaid customers whose accounts are soft locked will not be able to access full Facebook. Prepaid customers with no data resources or airtime will not be able to use full Facebook.

3.4 Should the customer not wish to continue with the full Facebook service, then the customer can toggle to Free Facebook (FREE) for the basic version at no cost.

4. Usage on Facebook Flex

4.1 Cell C shall use its best endeavors to ensure that customers receive an alert when they try to access a non-free service while in the Free Facebook mode.

4.2 Customers will be notified that the service is not free and will be charged as per their data tariff rates.

4.3 No data charges will apply to customers using the free mode.

4.4 Usage done on the paid for mode will be billed for or deducted from any available data bundle or charged according to the tariff plan that the customer is on.

5. Validity and Expiry

5.1 Facebook Flex is available to all current Facebook users and any new sign ups who are valid Cell C Customers.

6. Migrations

Customers migrating to any tariff plans or packages will still qualify for Facebook Flex.

7. Exclusions

7.1 Access to Facebook via WiFi router, modem, laptop, etc. is not eligible for Facebook Flex unless accessed from a Cell C SIM.

7.2 IOS and Windows FB applications are not supported. Customers using these operating systems would need to use their mobile browser to access Facebook Flex.

7.3 Facebook Messenger qualifies but with limited functionality. Only text, emoji's, sticker, photos and stories photos will be available for free.

8. Depletion Rules

If the customer accesses chargeable services while making use of Facebook, data charges will be incurred and normal depletion rules will apply. Where a customer is on Prepaid or using Prepaid on a Top Up contract:

8.1 Usage conducted on Facebook paid-for mode will deplete from a customer's available data bundle or will be billed for at the customer's tariff plan rates.

9. General

9.1 Cell C reserves the right to suspend Facebook Flex and its benefits in its sole 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 Facebook Flex and/or benefits.

9.2 Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use Facebook Flex, you agree and understand that you will be bound by the amended terms and conditions.

9.3 It is important that you understand that all customers who make use of Facebook Flex 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 their use of Facebook Flex and its benefits. Cell C has the right to withdraw, or shorten the availability of Facebook Flex 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.