



FIXED LTE PRODUCT TERMS AND CONDITIONS

1. It is important that you understand and agree to these Terms and Conditions, in order for you to make use of the **CELL C FIXED LTE plans**.
2. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company (Pty) Ltd apply.
3. The promotional Cell C Fixed LTE pricing is available until 24 April 2019. Thereafter the standard pricing will be applicable.

FIXED LTE*	STANDARD PRICE	PROMOTIONAL PRICE	ANYTIME DATA
Fixed LTE 15GB	R 301.63	R 150.31	15GB
Fixed LTE 25GB	R 503.38	R 241.10	25GB
Fixed LTE 50GB	R 705.14	R 289.00	50GB
Fixed LTE 100GB	R 1007.77	R 469.00	100GB
Fixed LTE 200GB	R 1512.15	R 789.00	200GB

*This pricing applies to SIM only. Deals that include the router are also available.

*Data can only be used where Cell C has Fixed LTE coverage.

*Please confirm that your address is covered by Cell C Fixed LTE coverage, before signing up.

*The promotional Fixed LTE pricing is available until 24 April 2019. The pricing applies for the full 24 month contract duration.

4. **CELL C FIXED LTE** customers must sign a 24 month contract.
 - a. The first month's subscription for the **CELL C FIXED LTE** plan will be pro-rated.
 - b. The first data allocation shall be pro-rated and provisioned as soon as RICA is completed and the line is activated.
5. The promotional pricing is valid for the full contract term (24 months).
6. Once the contract term has matured the promotion price will fall away and the customer will pay the full subscription.
7. **CELL C FIXED LTE** plans will be available from the following channels:
 - a. Participating Cell C company owned Stores;
 - b. Participating Cell C Franchise stores;
 - c. Cell C Direct on 084 145;
 - d. Via the Cell C Online portal;
 - e. Participating Retailers;
 - f. Participating 3rd Party Resellers; and
 - g. Participating XSP's.
8. Cell C's Standard credit vetting process and business rules apply.
9. Standard RICA process and business rules apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>
10. **CELL C FIXED LTE** plans are offered only for "fixed" usage and are not suited for use on mobile or portable devices. **CELL C FIXED LTE** will only work on a LTE enabled device coupled with a Cell C USIM.
11. The **CELL C FIXED LTE** plans exclude voice usage.
12. Multi-Data Connect is not compatible with **CELL C FIXED LTE** plans.
13. You will need a Cell C USIM and a LTE capable router to get started. Once you receive your SIM, insert it into your router and you will connect to the Cell C LTE network.
14. **CELL C FIXED LTE** plans are available as a SIM Only Contract (Post-paid) option. Certain Hero deals, with a device, may be available at the discretion of Cell C.
15. The **CELL C FIXED LTE** inclusive benefits will be credited monthly, on the 1st of the month, for the duration of the contract.
16. The inclusive black DATA will be credited monthly, on the 1st of the month, for the duration of the contract.
17. The monthly contract subscription fee will be billed in advance and any out of bundle usage will be billed in arrears.



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18. To check your balance or purchase a bundle, download the Cell C App on your Android or iPhone smartphone to register or register for Cell C online self-service or dial *147#.
19. The **CELL C FIXED LTE plans** do not support voice calling.
20. The **CELL C FIXED LTE plans** do not have an inclusive Wi-Fi Calling benefit and customers will be billed at the out of bundle rate.
21. The **CELL C FIXED LTE plans** do not have an inclusive SMS/MMS/International SMS benefit and customers will be billed at the out of bundle rate.
22. Any out of bundle usage on data will be billed at the out of bundle rate.
23. All Data and Non-Data out of bundle usage (Wi-Fi Calling, SMS and MMS), on the **CELL C FIXED LTE plans** shall be billed at the following out of bundle rates:

CELL C FIXED LTE	PRICE
SMS/MMS	R 0.51
International SMS	R1.72
Out of Bundle Data	R 1.00 (Per MB)
Wi-Fi Calling	R 1.52
Billing Increments	Per Second Billing

24. All customers who sign up for one of the **CELL C FIXED LTE** plans qualify for the Unlimited Free black Data Promotion, which ends on 30 June 2019.
25. This Unlimited Free black Data Promotion entitles you to free streaming or browsing of black content on the black platform when you subscribe to one of the black subscription services and/or purchase/rent a movie from the black platform.
26. Once the Unlimited Free black Data Promotion ends on 30 June 2019, the inclusive black data on your plan will apply (where applicable).

LTE COVERAGE

27. **It is very important that customers first confirm that they have sufficient LTE coverage before purchasing any of the Cell C FIXED LTE plans.**
28. **CELL C FIXED LTE** plans offer LTE-only access with no fall back to 2G/3G. Should your LTE coverage be weak or fail, you will not have any 3G/2G coverage.
29. There will be no national roaming on Vodacom on the **CELL C FIXED LTE** plans.
30. **Cell C FIXED LTE plans** do not support National Roaming on the MTN LTE network and are only supported on Cell C Fixed LTE network.
31. For coverage information customers can:
 - a. Visit <https://www.cellc.co.za/cellc/coverage-map>
 - b. Call the call center on 084 135 or
 - c. Enquire at a Cell C store
32. A Seven Day Return Policy will be applicable where a customer's fixed home address was validated for LTE coverage and it turns out that the customer does not have LTE coverage at home. This must first be verified by a Cell C technician. A customer can then cancel their **CELL C FIXED LTE** contract at the Cell Store, or by calling 084 145, within 7 (seven) days of purchase. In order to cancel your contract, the customer **MUST** also be in possession of the following:
 - a. Valid proof of Purchase



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- b. Cell C U SIM
 - c. Physical Address that was validated, at the time of purchase, against the Cell C Coverage map for LTE coverage.
33. This cancellation will only be allowed if the customer has no LTE signal at their physical address. Cell C will not be liable to any customer who does not cancel their contract within the 7 (seven) day window period, or should the customer have weak or insufficient coverage.

OUT OF BUNDLE USAGE

34. In line with the new ICASA regulations, **CELL C FIXED LTE** customers cannot by default be charged for out of bundle data charges (i.e. customers must opt in).
35. The default settings for out of bundle usage on activation will be as follows:
- a. Data – out of bundle not allowed
 - b. SMS – out of bundle not allowed
36. **CELL C FIXED LTE** customers are required to self-manage their out of bundle spend for Data and SMS, in order to help you manage how much you can spend on your account.
37. To self-manage your out of bundle usage limit, the following tools are available to you;
- a. Download the Cell C App on your Android or iPhone smartphone to register and go to “Manage Limit” under the “Services” menu;
 - b. Or register for Cell C online self-service and go to “Manage Limit” under the “My Services” menu;
 - c. Or dial USSD Code *147# and select Option 1 “Manage Account”.
38. Should a customer select to remain opted out for data out of bundle charges, they must always have a data bundle to be able to access the Internet.
39. The following options are available to you, to manage out of bundle usage limits:
- a. Set out of bundle spend to “Unlimited”, which means that you will be able to continue using your services when your inclusive benefits are depleted and you do not have a bundle loaded.
 - Out of bundle charges will be added to your monthly bill.
 - Your “exposure” will be covered by your Credit and Bill Limit.
 - b. Set a **defined Rand value for out of bundle spend** limit (in units of 10), which means that you will be able to spend up to that value on out of bundle charges.
 - Out of bundle charges will be added to your monthly bill.
 - The value selected can be higher than your Bill Limit, BUT charges will BE capped and you won’t be able to spend higher than your Bill Limit.
 - c. Set to have **no out of bundle spend** by entering R 0, which means that you will always need to have a bundle active to make use of the service.
 - No out of bundle usage will be allowed.
 - No out of bundle charges will be incurred by you or added your bill.



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- This will impact your experience due to the fact that your service will be cut off should your inclusive benefits run out whilst on an internet session.

40. Standard data billing increments will be at 25KB.

41. **CELL C FIXED LTE** cannot be used for international usage or data roaming.

42. If a customer has a data bundle already loaded, the data bundle with the first expiry date will be depleted first, followed by the inclusive data of the **CELL C FIXED LTE**.

43. Any other data bundles loaded on the customer's account shall deplete first, prior to the in-bundle value being depleted, but only if the expiry date of the bundle is earlier than the in-bundle allocation

DATA TRANSFER

44. **CELL C FIXED LTE** customers will be allowed to transfer data from one user to another on the same network.

45. To transfer data, the following tools are available to you;

- a. Download the Cell C App on your Android or iPhone smartphone to register and go to "Send Data" under the "Services" menu;
- b. Or register for Cell C online self-service and go to "Send Data" under the "My Bundles" menu;
- c. Or dial USSD Code *147# and select Option 3 "Data & Airtime Share".

46. The following data transfer options are available to you:

- a. 1GB data transfer limit per customer per day.
- b. A maximum of 3 data transfers per customer per day.

DATA ROLLOVER

47. Cell C will allow customers who have data that is about to expire, the ability to buy time and in doing so, extend the validity of their data bundle.

48. Customers will only pay for an extension of the expiry date, no additional data will be added.

49. The additional time period purchased will be added to the existing expiry date and not from the time the rollover is purchased.

50. You have the option to extend your data by 1 day, 7 days or 30 days.

51. To rollover data, the following tools are available to you;

- a. Download the Cell C App on your Android or iPhone smartphone to register and go to "Data Bundle Rollover" under the "Services" menu;
- b. Or register for Cell C online self-service and go to "Data Bundle Rollover" under the "My Bundles" menu;
- c. Or dial USSD Code *147# and select Option 4 "Bundles #EXTRA GIGS#".

CANCELLATION

52. A customer may cancel their **CELL C FIXED LTE** plan by giving Cell C 30 days' notice in writing. All standard Cell C cancellation rules and penalties will apply.

53. Where a customer has purchased a **CELL C FIXED LTE** plan and equipment then there shall be a claw-back on the equipment if the **CELL C FIXED LTE** plan is cancelled early (i.e. prior to expiry of the 24 month contract period).

54. This claw-back will require customers to pay back the remaining pro-rated cost of the equipment, either as a once-off upfront payment or and a monthly subscription for the remaining months.

GENERAL



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- 55. Cell C may, in its sole discretion, withdraw or shorten the availability of the **CELL C FIXED LTE** plans.
- 56. 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 make use of the **CELL C FIXED LTE** plans, you agree and understand that you will be bound by the amended terms and conditions.
- 57. It is important that you understand that all customers who make use of the **CELL C FIXED LTE** plans 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 the **CELL C FIXED LTE** plans.
- 58. Cell C reserves the right to suspend your use of the **CELL C FIXED LTE** plans 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 your use of the **CELL C FIXED LTE** plans and/or its benefits.
- 59. E&OE Applies.