

## **Terms and Conditions – Home Connecta**

1. All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply.
2. All prices and usage rates advertised are inclusive of VAT, unless otherwise stated.
3. Standard RICA rules and processes apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf/>
4. It is important that you read, understand and agree to these terms and conditions in order for you to get access to the Home Connecta plans.
5. **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 OFFER. YOUR CONTINUED PARTICIPATION IN THE OFFER WILL CONSTITUTE YOUR AGREEMENT TO BE BOUND BY AND COMPLY WITH THESE AND APPLICABLE TERMS AND CONDITIONS.**
6. Home Connecta plans are available to new or upgrading Post-paid and Hybrid customers.
7. Home Connecta plans will be available through all Cell C sales channels. Visit [www.cellc.co.za](http://www.cellc.co.za) to locate your nearest Cell C store.
8. Customers signing up for the Home Connecta plans (new and existing) must meet the credit vetting rules as determined by Cell C.
9. Home Connecta plans are offered only for "fixed" usage and are not suited for use on mobile or portable devices.
10. **It is very important that customers first confirm that they have sufficient Fixed 4G/LTE coverage before purchasing any of the Home Connecta plans. Cell C will not be liable to reimburse you for any bundles that you purchase and that are not supported by coverage in your area.**
11. Home Connecta plans offer fixed 4G/LTE access only, with no fall back to 2G/3G. Should your 4G/LTE coverage be weak or fail, you will not have any 2G/3G coverage.
12. For coverage information customers can:
  - a. Visit: <https://www.cellc.co.za/cellc/coverage-map/>
  - b. Call the call centre on 084 135
  - c. Enquire at a Cell C store
13. Home Connecta plans will only work on a LTE enabled device coupled with a Cell C USIM.
14. A once-off SIM and Connection Fee of R199 will be charged for new activations.
15. The Home Connecta plans will be available on 24 months & 36 months contract terms.
16. The first month's inclusive benefits and monthly subscription fee will be pro-rated depending on the date of activation of the package; thereafter the inclusive benefits will be loaded monthly, in full on the 1st of every calendar month and the full standard monthly subscription fee will be charged.
17. Where the customer has fully depleted the inclusive value before end of the month, the out of bundle rates will apply

18. Data charges related to out-of-bundle usage will apply by default. Customers can use Spend Control to manage their out-of-bundle charges.
19. All out of bundle usage charges for Post-paid customers will be added to the customer's monthly invoice.
  - a. These charges will be added to the customer's bill subject to i) the customer having available spend limit and ii) the customers self-selected Spend Control settings.
20. Where applicable, the Nite data is applicable for use from 00:00 to 04:59:59 daily.
21. The billing increment will be 50KB for data usage. This means that customers will be billed at a rate of 50KB data usage.
22. There is no automatic roll over of any unused data; customers will have to purchase additional time for data roll over and in doing so extend the validity of their data before it expires. Customers have the option to roll over data by 1 day, 7 days or 30 days.
23. Home Connecta plans do not support voice calling.
24. Home Connecta plans do not have an inclusive Wi-Fi Calling benefit and customers will be billed at the out of bundle rate.
25. Home Connecta plans do not have an inclusive SMS/MMS/International SMS benefit
26. Home Connecta plans cannot be used for international usage or data roaming.

### **Returns**

27. 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 Home Connecta 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;
  - b. Cell C U SIM; and
  - c. Physical Address that was validated, at the time of purchase, against the Cell C Coverage map for LTE coverage.
28. 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.

### **Cancellations**

29. A customer can cancel the Contract by giving a 30 day notice (standard cancellation rules apply).
30. Where a customer purchases a deal which includes a router, then the contract shall carry a claw back on the device if cancelled before the contract expiry date. Where the customer is still in contract and applies to cancel, they will be liable to pay the remaining device portion on the final bill.

### **General**

31. 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 Home Connecta offer.

32. Cell C reserves the right to suspend the Home Connecta plans 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 the contract.
33. Cell C has the right to withdraw or shorten the duration of the Home Connecta plans 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.