



## MEDIAPLAY DATA 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 MEDIAPLAY DATA** plans.

	MEDIAPLAY DATA 20GB	MEDIAPLAY DATA 45GB	MEDIAPLAY DATA 80GB	MEDIAPLAY DATA 175GB
<b>Monthly Subscription</b>	R 239	R 489	R 849	R 1099
<b>MEDIAPLAY DATA INCLUSIVE VALUE</b>				
<b>Data</b>	<b>20GB</b>	<b>45GB</b>	<b>80GB</b>	<b>175GB</b>
<b>Any-net Minutes (Min)</b>		-	-	-
<b>SMS</b>	-	-	-	-
<b>black Content</b>	FLEXI Access	FLEXI Access	BINGE Premium	BINGE Premium
<b>FREE STREAMING black DATA INCLUSIVE VALUE</b>				
<b>black Daily FUP</b>	2GB/ day	2GB/ day	4GB/ day	4GB/Day

2. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company (Pty) Ltd apply.
3. **CELL C MEDIAPLAY DATA** plans will be available from the following channels:
- Participating Cell C company owned Stores;
  - Participating Cell C Franchise stores;
  - Cell C Direct on 084 145;
  - Via the Cell C Online portal;
  - Participating Retailers;
  - Participating 3<sup>rd</sup> Party Resellers; and
  - Participating XSP's.
4. Cell C's Standard credit vetting process and business rules apply.
5. Standard RICA process and business rules apply. These shall be found at <https://www.cellc.co.za/cellc/static-content/PDF/RICA.pdf>
6. **CELL C MEDIAPLAY DATA** plans are offered only for "fixed" usage and are not suited for use on mobile or portable devices. **CELL C MEDIAPLAY DATA** will only work on a LTE and LTE-A enabled device coupled with a Cell C USIM.
7. **The CELL C MEDIAPLAY DATA** plans exclude voice usage.
8. Multi-Data Connect is not compatible with **CELL C MEDIAPLAY DATA** plans.
9. You will need a Cell C USIM and a LTE and LTE-A capable router to get started. Once you receive your SIM, insert it into your router and you will connect to the Cell C Fixed 4G network.
10. **CELL C MEDIAPLAY DATA** 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.
11. **CELL C MEDIAPLAY DATA** customers must sign a 24 month contract.
- The first month's subscription for the **CELL C MEDIAPLAY DATA** will be pro-rated.
  - The first data allocation shall be pro-rated and provisioned as soon as RICA is completed and the line is activated.
12. The **CELL C MEDIAPLAY DATA** inclusive benefits will be credited monthly, on the 1<sup>st</sup> of the month, for the duration of the contract.
13. The inclusive black DATA will be credited monthly, on the 1st of the month, for the duration of the contract.



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14. The monthly contract subscription fee will be billed in advance and any out of bundle usage will be billed in arrears.
15. 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#.
16. The **CELL C MEDIAPLAY DATA plans** do not support voice calling.
17. The **CELL C MEDIAPLAY DATA plans** do not have an inclusive Wi-Fi Calling benefit and customers will be billed at the out of bundle rate.
18. The **CELL C MEDIAPLAY DATA plans** do not have an inclusive SMS/MMS/International SMS benefit and customers will be billed at the out of bundle rate.
19. Any out of bundle usage on data will be billed at the out of bundle rate.
20. All Data and Non-Data out of bundle usage (Wi-Fi Calling, SMS and MMS), on the **CELL C MEDIAPLAY DATA plans** shall be billed at the following out of bundle rates:

MEDIAPLAY DATA	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

21. All customers who sign up for one of the **CELL C MEDIAPLAY DATA** plans qualify for the Unlimited Free black Data Promotion, which ends on 30 June 2019.
22. 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.
23. Once the Unlimited Free black Data Promotion ends on 30 June 2019, the inclusive black data on your plan will apply (where applicable).

### **FIXED 4G**

24. **It is very important that customers first confirm that they have sufficient Fixed 4G before purchasing any of the Cell C MEDIAPLAY DATA plans.**
25. **CELL C MEDIAPLAY DATA** plans offer Fixed 4G-only access with no fall back to 2G/3G. Should your Fixed 4G be weak or fail, you will not have any 3G/2G coverage.
26. There will be no national roaming on Vodacom on the **CELL C MEDIAPLAY DATA** plans.
27. **Cell C MEDIAPLAY DATA plans** do not support National Roaming on the MTN LTE network and are only supported on Fixed 4G network.
28. 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
29. A Seven Day Return Policy will be applicable where a customer's fixed home address was validated for Fixed 4G and it turns out that the customer does not have Fixed 4G at home. This must first be verified by a Cell C technician. A customer can then cancel their **CELL C MEDIAPLAY DATA** 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:



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- a. Valid proof of Purchase
  - b. Cell C U SIM
  - c. Physical Address that was validated, at the time of purchase, against the Cell C Coverage map for Fixed 4G.
30. This cancellation will only be allowed if the customer has no Fixed 4G signal at their physical address. Cell C will not be liable to any customer who does not cancel their contact within the 7 (seven) day window period, or should the customer have weak or insufficient coverage.

### OUT OF BUNDLE USAGE

31. In line with the new ICASA regulations, **CELL C MediaPlay Data** customers cannot by default be charged for out of bundle data charges (i.e. customers must opt in).
32. The default settings for out of bundle usage on activation will be as follows:
- a. Data – out of bundle allowed
  - b. SMS – out of bundle allowed
33. **CELL C MediaPlay Data** 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.
34. 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”.
35. 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.
36. 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.

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

38. MediaPlay Data cannot be used for international usage or data roaming.

39. 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 MEDIAPLAY DATA**.

40. 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**

41. MediaPlay Data customers will be allowed to transfer data from one user to another on the same network.

42. 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".

43. 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**

44. The inclusive Data benefit is valid for 30 days and does not rollover automatically.

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

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

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

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

49. 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**

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

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

52. 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.



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### **GENERAL**

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