

1. It is important that you understand and agree to these terms and conditions read together with the terms and conditions set out in the Individual Subscriber Agreement and the Corporate Subscriber Agreement (where applicable) these apply to all further use by you of the Multi Data Connect Product ("Multi Data Connect").
2. All standard Terms and Conditions of Cell C Ltd and Cell C Service Provider Company (Pty) Ltd ("Cell C") apply to the Multi Data Connect and are automatically incorporated herein. Terms and conditions may be found at <http://www.cellc.co.za/terms-and-conditions>.
3. All prices and usage rates advertised by us include VAT, unless otherwise stated.
4. Standard business processes and RICA rules and processes apply. The Primary SIM and all Linked SIMs must be processed in accordance with RICA. RICA Processes may be found at <http://www.cellc.co.za/about/rica>
5. Multi Data Connect excludes all Infinity products and products with unlimited value.
6. Each SIM that has been subscribed to the Multi Data Connect account will be assigned a cell phone number.
7. Prepaid Airtime notification:
  - a. The subscriber with a prepaid Cell C account will be notified in time to reload airtime to their account as the Multi Data Connect subscription fee will be deducted for the Linked SIM service.
  - b. A SMS notification will be sent to the primary SIM of the account.
  - c. The SMS will be sent 5 days before the expiry of the service on the linked SIM.
  - d. The subscriber agrees that failure to hold sufficient funds in the account to cover the monthly cost of R5.00 shall entitle Cell C to suspend the services and block the number.
8. The Linked SIM has to be a new SIM in this solution.
9. A new customer who has subscribed to Multi Data Connect has the option to choose which SIM will be used as the primary SIM. This SIM will be called the Primary SIM.
10. The other SIMs that will be used for the other devices are called the linked SIMs.
11. Each linked SIM will be automatically provided with the same product, VAS/Bundles, Network services as chosen and activated on the Primary SIM for data usage only.
12. For an existing customer, the existing SIM will be termed as the Primary SIM and any new SIMs requested to be linked to the Primary SIM for other devices will be termed as the Linked SIM. All Linked SIMs linked to a Primary SIM of an existing customer must be a new SIM that will share the data value only.
13. The Linked SIM is always linked to the tariff plan or product activated on the Primary SIM.
14. Tariff changes are only permitted by the Primary SIM.
15. The Linked SIM cannot migrate out from the original subscriber to another subscriber. It can only be de-activated / cancelled.
16. Should Cell C be instructed to cancel the Primary SIM , all Linked SIMs shall be cancelled too. The Linked SIMs cannot exist without the Primary SIM
17. The self service functionality and login is only reserved for the Primary SIM.
18. Chargeable services are only for the Primary SIM.
19. The following rules apply to the sharing of DATA:
  - o Mega Bonus values cannot be shared with Linked SIMs;
  - o Supercharge Bonus values cannot be shared with Linked SIMs
  - o Infinity products and products with unlimited value cannot be shared with the Linked SIM.
  - o Legacy and retired data plans cannot be shared with the linked SIM.
20. Recharges can only be done by the Primary SIM. All recharges will reflect as one common balance and shared by the Primary SIM as well as all associated linked SIMs for the option chosen. However, the Linked SIM will only be able to share the data value.
21. Emergency Airtime cannot be requested by Linked SIMs. Existing Emergency Airtime rules apply.

22. The main account holder with the Primary SIM will be liable for all charges incurred on any of the linked SIM cards. The main account holder or subscriber indemnifies Cell C against liability for any charges which may be incurred by the Linked SIM users, whether such usage was authorised or not.
23. It is the Primary SIM holder's responsibility to keep track of where SIM cards are and how they are being used at all times. Cell C cannot be held liable for usage incurred by a third party who acquired a Primary or Linked SIM as a result of any SIM being lost, stolen or misplaced.
24. Porting IN & OUT for Primary and Linked SIMs is permitted (Corporate porting rules will apply, if applicable )
25. International data roaming will be charged as per normal Cell C rates for both the Primary and selected Linked SIMs.
26. Only the Primary SIM can request as to which Linked SIMs will be activated for International data roaming.
27. On cancellation of Multi Data Connect by the Primary SIM holder - the Linked SIM user will be given the option to keep their number on a prepaid account.
28. Multi Data Connect is for consumer use only and may not be used to aggregate and on-sell data in any manner whatsoever.
29. A Primary SIM may link up to 5 (Five) Linked SIMs.
30. R5 fee is charged for each SIM linked to the Primary SIM.

### **Validity and Expiry:**

1. For Postpaid customers: Multi-Device is valid for as long as the Primary SIM is valid or until the Primary SIM holder's contract is cancelled.
2. For PrePaid customers: The Primary SIM must have sufficient airtime to cover the requested services.

### **Depletion rules:**

1. All values and amounts will deplete off the Primary SIM holder's account.
2. Only DATA can be shared with the Linked SIMs

### **Product & service changes and information:**

1. Only the subscriber/account holder under which the Primary SIM is allocated may request information, add or cancel any associated value and added services, such as roaming, provisioned against Multi Data Connect.

### **Migrations:**

1. If a migration takes place to a tariff plan that supports Multi Data Connect and there are active Linked SIMs associated with the tariff plan, the active Linked SIM(s) will be migrated and linked to the new price plan and the prevailing terms and conditions of the new price plan will apply.

### **Termination:**

1. Only the subscriber/account holder under which the Primary SIM is allocated may cancel the Multi Data Connect product. 30 (Thirty) days written notice should be provided before the cancellation can be processed.
2. If the Primary SIM is deactivated, all linked SIMs will be automatically de-activated from the Multi Data Connect product and given the option to move over to prepaid.
3. Standard Cell C terms and conditions in respect of Cancellation will apply.
4. Customers will be charged standard contract cancellation fees when cancelling the main Primary account only. No cancellation fees will apply on cancelling of an additional linked SIM.
5. The customer is permitted to cancel one or more Linked SIM if required. The request for cancellation must be from the Primary SIM holder only.

## **General:**

1. Cell C may amend, modify or otherwise change these terms and conditions for Multi Data Connect 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 Multi Data Connect, you agree and understand that you will be bound by the amended terms and conditions.
2. It is important that you understand that all customers who make use of Multi Data Connect 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 Multi Data Connect and its benefits.
3. Cell C has the right to withdraw Multi Data Connect in its sole discretion 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.