

## **“PEP Starter Pack” Prepaid Tariff Plan Terms and Conditions**

1. Please note the following:

1.1. It is important that you read these terms and conditions carefully and understand them as participation in this offering will constitute your agreement to be bound by and comply with these terms and conditions for the “PEP Starter Pack” tariff plan for the Prepaid service (“Service” or “PEP Starter Pack” Tariff Plan). If you do not agree to these terms and conditions, please do not continue participating in this offering.

1.2. Collectively, Cell C Limited and Cell C Service Provider Company Proprietary Limited shall be referred to as “Cell C” in these terms and conditions.

1.3. All standard terms and conditions of Cell C apply. These can be found at <http://www.cellc.co.za/terms-and-conditions>

1.4. Important terms and conditions which may limit Cell C’s responsibility or involve some risk for you may be in bold including provisions which may limit Cell C’s risk and/or liability, create risk or liability to you, compel you to indemnify Cell C and/or serve as an acknowledgement by you of a fact. You must pay special attention to and carefully note these terms and conditions.

1.5. All prices and usage rates advertised in these terms and conditions include VAT (at the prevailing rate, being, as at the date of these terms and conditions, 15%), unless otherwise stated.

1.6. The “PEP Starter Pack” Tariff Plan will be available from 1 April 2022 and will continue to be available for an indefinite period unless otherwise communicated by Cell C.

## **2. Activation/Tariff Plan**

2.1. Standard RICA processes and business rules apply. These processes and business rules can be found at <http://www.cellc.co.za/about/rica>. New customers will be required to RICA a Cell C starter pack before activation. To RICA the following documentation is required:

2.1.1. A South African Identity Book or Card or Valid Passport; and

2.1.2. Proof of address as may be acceptable in accordance with the applicable laws.

2.2. New customers on the PEP Starter Pack starter pack, will by default be activated on the “PEP Starter Pack” Tariff Plan.

2.3. Voice calls on the PEP Starter Pack Tariff Plan will be billed on a per minute basis.

2.4. The rates indicated in the table below are fixed and apply at any time of the day.

“PEP Starter Pack” Tariff Plan Rates	
Data	R0,29 (per MB)
Voice calls (to any local network at any time)	R1,50 (per minute)
SMS (to any local network at any time)	R0,50
MMS	R0,50
International SMS	R1,74
International calls	As per international calling rates
International roaming	As per country and individual network rates*
*International roaming services Prepaid T’s and C’s are applicable	

### 3. Recharge Bonus Promotion

3.1. The Recharge Bonus promotion will be available from the date of activation of the new PEP starter pack. The end date for the Recharge Bonus promotion is indefinite. Cell C may, at its sole discretion, change the end date of the Recharge Bonus promotion on the PEP Tariff Plan as it deems necessary.

3.2. Customers on the “PEP starter pack” Tariff Plan will automatically receive anytime data and on-net voice minutes, WhatsApp data for FREE with R15 or More recharge they make (“Recharge Bonus”). Cell C may, at its sole discretion, change the Recharge Bonus allocation from time to time and/or the vary the charges of the PEP Starter Pack Tariff Plan as it deems necessary.

3.3. Recharge Bonus is made up of:

3.3.1. On-Net Voice minutes for Cell C to Cell C calls; and

3.3.2. Anytime data

3.3.3. WhatsApp data

3.4. In the Recharge Bonus promotion, based on the customer’s Recharge value (Rands), they will receive a corresponding Recharge Bonus allocation of free anytime data, on-net voice minutes, plus WhatsApp data.

3.5. The Recharge Bonus’ On-net Voice (Minutes) will be billed per minute

3.6. In the Recharge Bonus promotion is applicable for any and every recharge on the “PEP Starter Pack” Tariff Plan.

3.7. The table below shows the Recharge Bonus allocation corresponding to the Recharge Value

Recharge bands (ZAR)		Reward			
Min	Max	Data (MB)	On-net (Mins)	Validity	WhatsApp (MB)
5	14,99	30	30	3 Days	---
15	34,99	120	300	3 Days	250MB
35	49,99	300	600	3 Days	250MB
50	149,99	1 024	900	7 Days	250MB
150	399,99	2 048	900	7 Days	250MB
400	699,99	2 048	900	7 Days	250MB
700	999,99	2 048	900	7 Days	250MB
+1000		2 048	900	7 Days	250MB

3.8. The anytime data allocated as part of the Recharge Bonus can be used for any Internet access at any time of the day.

3.9. The on-net voice minutes allocated as part of the Recharge Bonus can be used for Cell C to Cell C calls at any time of the day.

3.10. The new WhatsApp – 250MB Recharge Reward benefit will be allocated with every recharge of R15 or More (Minimum recharge value).

3.11. The WhatsApp data allocated as part of the Recharge Bonus can be used for any WhatsApp usage at any time of the day with an exception of the WhatsApp Calling and WhatsApp Video Calling functionality.

3.12. Customers will be charged data rates for WhatsApp Calling and WhatsApp Video Calling usage

3.13. Cell C will offer a reconnect service to an end-user on a per minute tariff plan for valid dropped calls. Cell C customers may call the Call Centre in a case of a valid dropped call and will be reimbursed accordingly

3.14. The Recharge Bonus will be applicable for any recharge by the customer across the following channels and formats:

- 3.14.1. Cell Mobile App;
- 3.14.2. Cell C Website;
- 3.14.3. Cell C Owned Stores;
- 3.14.4. Cell C Branded Stores;

3.14.5. Retailers; and

3.14.6. Banking channels

3.15. Recharges from any payment method (cash, credit card, emergency recharge, etc.) will be accepted to qualify for the Recharge Bonus promotion.

3.16. The Recharge Bonus cannot be transferred or gifted to any other Cell C customer nor will it be transferable to any other third party.

3.17. The Recharge bonus is only allocated on once-off recharges only i.e. there will be no accumulation of recharges to move into another recharge value.

3.18. There is no limit on the number of times a customer can recharge.

3.19. There is no limit on the rand value of the customer's recharge.

#### **4. Validity/Expiry**

4.1. The Recharge Bonus is valid for either 3 days or 7 days depending on the Rand value of the recharge. Customers who recharge between R5 and R49.99 will be allocated a Recharge Bonus that is valid for 3 days from the day of allocation. Customers who recharge from R50 and above will be allocated a Recharge Bonus that is valid for 7 days from the day of allocation. This applicable validity period and Recharge Bonus is outlined in the table above. Cell C may, at its sole discretion, review the validity period from time to time.

4.2. Any Recharge Bonus not used before the expiry of the validity period will be forfeited.

#### **5. Migrations**

5.1. Customers who wish to migrate out of the PEP Starter Pack tariff plan will not be permitted to do so.

#### **6. PEP Starter Pack Starter Packs**

6.1. The new PEP- Prepaid Tariff Plan will be the default plan when activating a PEP starter pack.

6.2. Although there may be variations of the PEP starter packs – the benefits and Recharge Bonus promotion is standard and the same across any of the PEP Starter Packs.

6.3. The PEP starter pack will be available in selected Cell C retail channels as may be determined by Cell C.

6.4. The PEP starter pack will be available to all new prepaid customers, subject to clause 7, from 1 April 2022 and will continue to be available for an indefinite period unless otherwise communicated by Cell C.

## **7. Exclusions**

7.1. The “PEP” Tariff Plan is not available to:

7.1.1. Contract / Postpaid and TopUp Customers;

7.1.2. CST lines;

7.1.3. WASPs; or

7.1.4. LCR (Least Cost Routing) products.

7.2. The Recharge Bonus value is only available for local usage only.

7.3. The “PEP Starter Pack” Tariff Plan benefits may not be used in conjunction with any other Promotion included in other Cell C products to generate additional benefits. Cell C will regard this act as a fraudulent activity and will suspend the Service immediately pending an investigation.

7.4. Bundle purchases do not qualify for the Recharge Bonus promotion.

7.5. If a customer on the “PEP Starter Pack” Tariff Plan recharges with a rand value and subsequently gifts or transfers or depletes this recharge value, this customer will qualify for the Recharge Bonus promotion and will receive the Recharge Bonus corresponding to their recharge value.

7.6. If a customer on the “PEP Starter Pack” Tariff Plan receives a gift or transfer of recharge value / airtime, this does not qualify this customer for the Recharge Bonus promotion.

## **8. General**

8.1. Any valued added services or bundles added to the account will be deducted from the customer’s airtime.

8.2. All Premium rated voice calls, SMSs, MMSs and Internet usage will be charged for at the applicable rate.

8.3. Customers will be allowed to do a SIM swap by using a Cell C starter pack. The current SIM swap rules for Cell C customers apply. You may access these on <http://www.cellc.co.za/terms-and-conditions>.

8.4. All Prepaid benefits and balances will be transferred to the new SIM when a SIM swap is performed.

8.5. The “PEP Starter Pack” Tariff Plan and any benefits can only be used for private and personal use and cannot be used for commercial purposes or any form of on-seller usage where the customer uses this product and charges for the Service. The customer agrees that the benefits shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services and/or call centres. Failure to adhere to this condition shall be a breach of these product terms and conditions and Cell C shall have the right to immediately suspend the customer and all benefits.

8.6. Cell C may amend, modify and/or otherwise change these terms and conditions in its sole and absolute discretion from time to time and the amended version will be posted on <http://www.cellc.co.za/terms-and-conditions> or may be displayed in any other media as may be communicated to you.

8.7. Cell C will notify you before it amends or otherwise changes the terms and conditions.

By continuing to use the “PEP Starter Pack” Tariff Plan, you agree and understand that you will be bound by these terms and conditions as amended from time to time. Please note however that it is your responsibility to review these terms and conditions regularly. Any changes to the terms and conditions are effective from the date that they are published on the abovementioned website or elsewhere in any media.

8.8. Cell C and any of its agents, directors, affiliates, members or employees (each an “Indemnified Person”) shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from customers' use of the product.

Additionally, no Indemnified Person shall be liable to you or any third party, in any manner whatsoever, and you indemnify each Indemnified Person accordingly, for –

8.8.1. any damage, loss liability, costs or expense whether direct, indirect or of a consequential nature that resulted from a breach of these terms and conditions by you or arising out of or in connection with the failure or delay in the performance of the PEP Starter Pack Tariff Plan or your use of the PEP Starter Pack Tariff Plan, other than in respect of losses caused by the gross negligence or intentional misconduct of an Indemnified Person; and

8.8.2. any breach of these terms and conditions or failure to perform any obligations as a result of technical problems relating to the Cell C network, termination of any license to operate or use the Cell C network, act of God, government control, restrictions or prohibitions or other government act or omission, whether local or national, act of default of any supplier or service provider, agent or sub-contractor, industrial disputes or any other cause beyond Cell C's reasonable control.

8.9. Cell C has the right to withdraw the “PEP Starter Pack” Tariff Plan, the accompanying promotion, suspend and/or discontinue the Services 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.