

## PTT Terms and Conditions

1. It is important that you understand and agree to these terms and conditions as well as the terms and conditions set out in the Corporate Subscriber Agreement, in order to make use of the Cell C Push to Talk Services (“PTT”)
2. All standard Terms and Conditions of Cell C and Cell C Service Provider apply.
3. All prices and usage rates advertised include VAT, unless otherwise stated.
4. Standard RICA rules and processes apply when a PTT SIM is activated.
5. In these terms and conditions “subscriber” may refer to both the Corporate subscriber who takes out the Corporate Subscriber Agreement with Cell C, as well as the authorized users/subscribers to the VAS service in terms of the Corporate Subscriber Agreement.
6. The PTT service is a Value Added Service (VAS). Two VAS options will be offered to subscribers who want the PTT service: “PTT Basic” and “PTT Locate”:
  - 6.1. The “PTT Basic” VAS will allow subscribers to “talk” to each other on an unlimited basis, i.e. they can send unlimited pushes to each other, as well as communicate via Instant Messaging (IM).
  - 6.2. The “PTT Locate” VAS will allow for unlimited pushes, Instant Messaging (IM), as well as a Locate service that will allow a control room to track the physical where about of a PTT SIM subscriber.
7. The Push To Talk (PTT) VAS allows subscribers to communicate via a “Walkie-Talkie” fashion, i.e. send voice messages via a “Push” button. Voice pushes are done only on a one-directional basis, i.e. 2 subscribers cannot communicate at the same time like you would over a telephone in the ordinary course.
8. A subscriber must subscribe to a PTT VAS in order to be able to use the PTT service and application.
9. All PTT usage is free to the subscriber activated on the PTT VAS. Additional data usage will be charged at out of bundle data rates.
10. The PTT Basic and PTT Locate service is available for the subscribers of SME, Business and Government subscribers. The subscriber can choose PTT Basic or PTT Locate as a standard VAS or can activate on any of Cell C’s contract packages.
11. Individual subscribers, Community Service Telephone, Low Cost Routing, WASPs subscribers are excluded from purchasing the PTT service.
12. If they request for it, subscribers can be grouped in particular groups. Grouping allows Business’s to send voice pushes to the whole group.
13. The Business will have to sign a Corporate Subscriber Agreement with the third party PTT solution provider to Cell C, so that this third party provider can perform the following:
  - 13.1. Provision for the PTT application on subscribers’ phones;
  - 13.2. Group users into the relevant talk groups;
  - 13.3. Provide access to the PTT service by provisioning all subscribers on the service once the PTT VAS is activated;
  - 13.4. Provide and maintain a software application that will be used to monitor the physical locations of PTT subscribers / SIM;
  - 13.5. Provide training to the subscriber on how to use the PTT application, as well as how to use the tracker software application and,
  - 13.6. Provide support on any operational issues on the PTT application and tracker software application
14. In order for two subscribers to “Talk” via the PTT service, both must subscribe to and be activated for PTT services.
15. On activation of “PTT Basic” VAS , a subscriber will obtain the following benefits:
  - 15.1. A PTT application that will be used to perform PTT usage. The PTT application will be sent to subscribers via SMS. Once the application is downloaded the subscriber can use the service to communicate.
  - 15.2. PTT voice pushes and PTT Instant messaging;
  - 15.3. Unlimited pushes to 1 or many subscribers within the same group for PTT usage;
  - 15.4. Unlimited instant messaging (IM) to any other subscriber within the same group for PTT

- usage and, PC client billing and set-up. 1 Free PC client per subscriber based on a minimum of 10 licences. This can be PTT Basic or a combination of PTT Basic and PTT Locate.
16. On activation of the “PTT Locate” VAS, a subscriber will obtain the following benefits:
    - 16.1. A PTT application that will be used to perform PTT usage. The PTT application will be sent to subscribers via SMS. Once the application is downloaded the subscriber can use the service to communicate;
    - 16.2. PTT Basic voice pushes, PTT Instant Messaging and Locate;
    - 16.3. Unlimited pushes to 1 or many subscribers within the same group for PTT usage;
    - 16.4. Unlimited instant messaging to any other subscriber within the same group for PTT usage and,
    - 16.5. Ability for the Business to monitor the physical location of any subscriber/SIM activated within the Business group if the Business has installed the relevant software application.
  17. Once a subscriber has activated the PTT service, they will be assigned to a default “talk group” where all PTT users are grouped together for that account. The Business subscriber must advise Cell C of any particular grouping should they require different groups for different departments in which they would like their employees to be grouped.
  18. If a Business enters into a subscriber agreement with Cell C during the month for a PTT service, the first month’s PTT subscription fee will be charged in full due to the subscriber receiving unlimited access to the service. The subscription fee for the PTT VAS will not be pro-rated.
  19. Data consumption while roaming internationally will not deplete from the inclusive data of the relevant PTT VAS. Data roaming rates will apply and will be charged as out of bundle usage.
  20. Once the Cell C contract has matured, the service will continue on a month to month basis until the Corporate subscriber decides to migrate or upgrade the subscriber Agreement to a new package/deal, or convert to Prepaid or terminate the PTT service. The relevant PTT VAS will be allowed to remain on the new contract if the requirements for PTT are still met.
  21. If a subscriber needs to use another handset (in case of stolen phone, loan phone as original handset not working, etc.), the Corporate subscriber must advise Cell C of this in order to organise for the PTT application to be downloaded on the new handset.
  22. The PTT application, VAS and inclusive benefits can only be used for business purposes and cannot be used for other commercial purposes. The Corporate subscriber agrees that the inclusive benefits (including the unlimited voice pushes) shall not be resold and/or used for purposes of least cost routing, SIM boxes, international bypass, payphones, WASP services 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 all inclusive benefits and reserve the right to pursue all legal remedies available to Cell C. In this event, the Corporate subscriber shall forfeit all unused inclusive benefits.
  23. Cell C reserves the right to amend pricing of the PTT VAS service to subscribers
  24. Cell C reserves the right to suspend the PTT service when any fraudulent activity is suspected, and / or if the outcome of any investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate the PTT service with immediate effect.
  25. Cell C reserves the right to suspend or cancel the PTT VAS and/or the Corporate Subscriber Agreement, should there be an abuse of the PTT Service by any subscriber.
  26. Cell C and any of its agents, directors, affiliates, members or employees shall not be responsible in any way for claims, loss or damages (either direct, indirect, consequential or otherwise), arising from the subscribers’ use of the PTT service.
  27. Cell C has the right to withdraw, or shorten the duration of the availability of the PTT service in its sole and absolute discretion and will notify subscribers if it chooses to do so. Subscribers will not have a claim against Cell C in this instance.
  28. Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion and the amended version will be displayed in the same media as these terms and conditions. Cell C will notify you before Cell C amends or otherwise changes the terms and conditions.
  29. Corporate subscribers have the right to cancel the PTT service, subject to the applicable Cell C cancellation rules applicable to VAS products.

30. The Corporate subscriber warrants that it has obtained the express consent from employees and/or subscribers that make use of the PTT Locate service to locate and track the physical whereabouts of such employees and/or subscribers. Failure by the subscriber to obtain the express consent from employees and/or subscribers shall constitute a breach and Cell C shall be entitled to terminate the subscriber's access to the PTT Locate service immediately. By using the PTT Locate service to locate or track employees and/or subscribers, the subscriber indemnifies and holds Cell C harmless against any and all claims, loss, expense, harm, damage or liability of whatever nature relating to PTT Locate service; and any claim, loss, expense, harm, damage or liability of whatever nature that may arise as a result of a breach by the subscriber

### **31. Validity, Expiry:**

- 31.1. The PTT service will be valid for a calendar month, as long as the monthly VAS subscription is paid.
- 31.2. The service will continue for the duration of the contract period subject to the monthly VAS subscription being paid timeously.

### **32. Depletion Rules:**

- 32.1. A PTT voice call can be made only by a subscriber who has subscribed to a PTT VAS. PTT usage will not be allowed to be made between subscribers who belong to different companies or different groups. PTT usage will only apply among individual account groups created for a specific Corporate subscriber.
- 32.2. Only PTT usage will be unlimited subjected to a Fair Usage Policy (FUP) of 10GB, any additional data usage will be charged at the out of bundle usage rates as per the subscriber's applicable tariff plan rates and rules.
- 32.3. Any other data usage will be billed at the out of bundle usage rates according to the subscriber's applicable tariff plan or bundle rates.
- 32.4. Access to the PTT service can only be granted once the PTT VAS is activated.

### **33. Migrations:**

- 33.1. Subscribers activated on the PTT service can migrate to any Cell C tariff plan during the contract period. Standard contract migration rules shall apply.
- 33.2. Any existing Cell C Business, SME and Government account with Cell C can apply for the PTT service and request for the VAS to be loaded onto their existing contract account, in terms of the Corporate Subscriber Agreement.
- 33.3. All migration requests must originate from the company's authorized administrator and will be directed towards the Business Helpdesk.
- 33.4. Subscribers on PTT packages will be allowed to be removed from their groups (for example, a staff who is leaving the company), but Business Helpdesk must ensure that the PTT VAS is removed from the subscriber's subscription. In this scenario, the subscriber may stay on the original Contract Package (e.g. SU 200), or move to any other product offered by Cell C (as per the "BR Migrations and Renewals" or specific migration plan rules).
- 33.5. Subscribers on PTT packages will also be allowed to migrate within the 2 PTT VAS (i.e. PTT Basic and PTT Locate). In this scenario, the B2B HelpDesk agent must cancel the original VAS, and activate the new one. Instacom will be automatically notified of the cancellation of the old VAS and activation of the new one.
- 33.6. Again, in this scenario, the subscriber will not be refunded with any credit for his old VAS. If the migration is performed in the middle of the month, the subscriber will be charged for full the subscription of the new PTT VAS.

### **34. Cancellations for PTT VAS:**

- 34.1. All cancellation requests must originate from the subscriber's authorized administrator and will be directed towards the Business Helpdesk. The Sales manager should then be informed of the request.
- 34.2. Cancellation of the PTT package (i.e. the Straight Up main product and PTT VAS) will be treated as a normal contract cancellation (where the entire contract is being cancelled) and the standard Cell C rules for this will apply.
- 34.3. Cancellation of the PTT VAS will not entitle the subscriber to cancel the Corporate Subscriber Agreement with Cell C. Should a Corporate subscriber wish to cancel the Corporate Subscriber Agreement, the applicable Cell C cancellation penalties and fees for cancellation will apply.
- 34.4. Cancellation of the PTT VAS can be done at any time during the month, but no credit will be refunded for the PTT VAS's subscription. The monthly subscription fees for the relevant PTT VAS will still be charged (as subscription fees are charged in advance). The subscriber will also be removed from any relevant "talk" groups and will not be able to use the PTT application on his/her handset and the subscriber will be de-provisioned by Instacom.
- 34.5. Once a PTT VAS has been cancelled from Cell C's IT systems, an automated request will be sent to Instacom in order for them to block further usage of the PTT application for that particular MSISDN. The automated request will take up to a maximum of 15 minutes in order to reach Instacom's systems. Instacom will also remove the MSISDN from the talk groups of the Corporate subscriber's account.