TERMS AND CONDITIONS FOR RECHARGE ONLINE

1. Definitions

1.1. *CVV/CVC*: This is the final three digits of the number printed on the signature strip on the back of your credit card.

1.2. *Cell C Recharge Online*: This is a service which enables you to purchase Cell C airtime, SMS bundles and Data Bundles ("Value") using your credit card through the Cell C Online Portal;

1.3. *Bank PIN:* This is the personal identity number (PIN) which is issued by the Bank, or in some cases selected by the customer, that is used in conjunction with the bank card to access payment services.

2. Subscriber's responsibilities

2.1. I guarantee that the information provided when using the Cell C Recharge Online service is valid and true. I hereby indemnify and hold Cell C harmless from any resulting loss, damages or action arising out of me providing incorrect information whilst using the Cell C Recharge Online service.

2.2. I shall keep my Bank PIN/CVV number confidential at all times; I agree that if I fail to keep my Bank PIN/CVV confidential, or allow access to my phone or Bank PIN/CVV, I do so entirely at my own risk.

2.3. I understand that at no time will Cell C ask me to enter my confidential information on any device other than when using the Cell C Recharge Online service. I further understand that any requests to enter my Bank PIN, CVV or CVC on any device other than when using the Cell C Recharge Online service ARE NOT legitimate requests from Cell C Recharge Online.

2.4. I accept that I shall be responsible for all purchases of Value conducted as a result of any access obtained through my Bank PIN/CVV, should I:

2.4.1. share my access rights with any other person by disclosing or allowing others to gain knowledge of my credit card, with or without my permission; or

2.4.2. leave my internet session unattended while in an active Cell C Recharge Online session;

2.4.3. fail to notify my bank, within a reasonable time, should there be security breach in respect of my bank account; or

2.4.4. access the Cell C Recharge Online service carelessly or negligently.

2.5. I acknowledge and accept that any use of the Cell C Recharge Online service is at my own risk. I acknowledge that Cell C will not, under any circumstances, be liable to me for any loss or

damages (including consequential, direct, indirect, special, punitive or incidental damages) arising from:

2.5.1. any defect or fault in the hardware and/or software;

2.5.2. any failure or fault in connectivity to the Internet;

2.5.3. the unavailability of any of the Cell C Recharge Online service channels for any reason whatsoever; or

2.5.4. any failure on the part of Cell C to distribute airtime where such failure is the result of a cause beyond Cell C's control.

2.6. Cell C Recharge Online, reserve the right to store and/or disclose certain information, including but not limited to physical device identification and location information, for security purposes or if required in terms of law.

3. Cell C Recharge Online Service

3.1 The Cell C Recharge Online service enables you (the subscriber) to purchase airtime, SMS Bundles and Data Bundles, anytime, anywhere, with the use of your credit card.

3.2 All Value recharged by the subscriber will expire according to the existing business rules of recharge voucher ranges.

3.3 All queries related to the use of Cell C Recharge Online service should be addressed to Cell C Customer Services on 084 140.

4. Use of the service

4.1 In order to be able to use the Cell C Recharge Online service, the Subscriber must:

4.1.1 be in possession of and be authorised to make use of one of the following cards to make a Value purchase: MasterCard or VISA Credit Card.

4.2 Normal bank charges apply.

5. Mechanics of the service

5.1 The Subscriber may recharge with a minimum value of R5.00 (five Rand) and a maximum value of R1000.00 (one thousand Rand) per day, however the maximum recharge value for a period of a month is R10,000.00 (ten thousand Rand);

5.2 Purchase of SMS or Data Bundles will be limited by the maximum values as described in 5.1 above;

6. General

6.1 Participation in the Cell C Recharge Online service is subject to these terms and conditions, as well as the Cell C Website and Online Services Terms and Conditions, which can be found here https://www.cellc.co.za/cellc/template/Website-and-online-services-terms-and-conditions.pdf . Cell C reserves the right to vary, change or withdraw the Cell C Recharge Online service or these terms and conditions upon notice in this regard being published on www.cellc.co.za or in another appropriate medium.

6.2 All subscribers indemnify Cell C and their directors, officers, employees and agents, against any and all claims for any loss or damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever in connection with their participation in any way whatsoever in the Cell C Recharge Online service.

6.3 Cell C shall be entitled to prohibit or terminate any subscriber's participation in the Cell C Recharge Online service if such subscriber is deemed to not meet the criteria and/or if the subscriber is involved in any fraudulent activity or suspected fraudulent activity.

6.4 Any amended terms and conditions published in any media, or on the Cell C website <u>www.cellc.co.za</u> will form part of the terms and conditions of the Cell C Recharge Online service. By continuing to make use of the Cell C Recharge Online service, you agree to be bound by these amended terms and Conditions.

DISCLAIMER: Cell C does not accept any responsibility or liability for any value that is recharged to a cell phone number which was incorrectly provided by a subscriber. If the incorrect cell phone number provided is an existing Cell C Prepaid/Hybrid number, and this number was recharged in the process, Cell C cannot reverse such a transaction.