

Terms and Conditions for CELL C Reverse Billed URL Service

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 Reverse Billed IP solution (the “**Service**”).
2. All standard Terms and Conditions of Cell C (Pty) Ltd and Cell C Service Provider Company (Pty) Ltd apply.
3. All prices and usage rates advertised Exclude VAT, unless otherwise stated.
4. Standard RICA rules and processes apply when any SIM card that may make use of the Service is activated.
5. The Service will be made available to corporate subscribers that sign a Corporate Subscriber Agreement (the “**Agreement**”) and terms and conditions for the Service with Cell C. The Service will run for a period of 12 (twelve) or 24 (twenty four) months (the “**Service period**”).
6. In addition, the Subscriber must sign an Application Form for Reverse Billing, and accept the applicable terms and conditions thereto.
7. In these terms and conditions “Subscriber” may refer to both the corporate subscriber who takes out the Corporate Subscriber Agreement and the contract for the Service with Cell C, and User shall refer to the authorized users/subscribers to the Service in terms of the Corporate Subscriber Agreement.
8. A new data bundle will be made available from the 1st of each new month (depletion and pro rate).
9. Subscribers shall provide to Cell C the IP Range that will be configured on Cell C IT systems in such a way that all data traffic to and from the specified IP Range will be billed to the Subscriber’s Corporate Account and not to the individual Users that access the IP addresses and/or the services that reside behind the specified IP Range.
10. Cell C will not be responsible for the vetting and accuracy of the IP Range that the Subscriber provides and also the proactive monitoring of the IP Range and any new IP’s that are added by the Subscriber. Should the incorrect IP Range be provided to Cell C this may result in additional data charges which will be solely for the Subscribers account.
11. The pricing for the Reverse Billed URL product is shown in the table on the next page, the rates will be applicable dependent on Subscriber’s spend per month.

Rate table

MB's	10,240	51,200	102,400	256,000	512,000	1,048,576
Data Band	1 to 10 GB	10 to 50GB	51 to 100 GB	101 to 250 GB	251 to 500 GB	501GB to 1 TB
Standard price ex vat	R 0.160	R 0.160	R 0.160	R 0.160	R 0.160	R 0.160
Discount applicable	0%	7.00%	10.00%	12.00%	13.50%	15.00%
Price ex vat	R 0.160	R 0.149	R 0.144	R 0.141	R 0.138	R 0.136
Monthly fee ex vat	R 1,500	R 1,500	R 1,500	R 1,500	R 1,500	R 1,500

12. The Subscriber shall receive a weekly email or CDR (Call Detail Records) from Cell C that will indicate usage across the Service. The Subscriber shall receive a bill generated from the VX billing platform ("**Wholesale Bill**") for all usage during the month and all data billed across the Service will be charged at the applicable rates as set out in the table above.
13. The Subscriber shall receive a separate Wholesale bill for the Service and will need to pay Cell C for the Wholesale Bill in addition to the bill generated from the BEAM billing platform ("**Corporate Bill**") which the Subscriber may already be receiving for services offered in terms of the Corporate Subscriber Agreement.
14. Only the IP Range specified by the Subscriber on the technical application form may be used with this Service.
15. The IP ranges shall be dedicated to the Subscriber and shall not be shared with other customers. For clarity, this means that no Content Network Services or Shared Hosting IP addresses, Akamai Services, Amazon Services, etc. shall be used as these common services are used by millions of subscribers.
16. Should the IP range be determined to include CDN services, Shared Hosting IP addresses, Akamai Services, Amazon Services, etc, Cell C reserves the right to interrupt service without liability. Cell C will reserve all rights and take no responsibility for the loss of connectivity to Users as a result of this action and will not be responsible for 3rd party losses. The Subscriber will be liable for all billed usage as a result of incorrectly compliant IP addresses supplied by the Subscriber. The IP Ranges shall include IP and Port restrictions.
17. No usage limits will be enforced on any SIM card that the User utilizes when accessing the specified IP Range.
18. Any Cell C SIM cards will be able to access the specified IP Range and the onus is on the Subscriber to enforce the necessary security in order to restrict access to both the

IP Range and to any service that exists past the IP Range. The Subscriber accepts that unless the necessary security procedures are put in place by the Subscriber, all Cell C SIM card holders will be able to access the IP Range if the IP Range is known or disclosed to other Cell C SIM card users. All charges for access and/or Ping/ICMP type access will be charged to the Subscriber. Cell C will not be liable for any direct or indirect loss or damage due to any unauthorised access of the IP Range by a third party.

19. The Subscriber will be responsible for any and all data usage during the duration of the contract for the Service.
20. Should there be access of any internet based services other than those which have been specified in terms of the Service and which exist separate to the specified IP Range, the data charges as a result of this usage will be billed directly to the specific SIM card/User and not to the Subscriber via the reverse billed Service.
21. Individual subscribers, Community Service Telephone, Low Cost Routing and WASPs subscribers are excluded from purchasing and using the Service.
22. Data consumption while roaming internationally will not deplete from the inclusive data bundle chosen by the Subscriber, nor will it be depleted from the specified out-of-bundle data rates. Standard data roaming rates will apply and will be charged as out of bundle usage to the specific SIM card holder/User and not the Subscriber.
23. Once the Service contract with the Subscriber has expired, the Service will continue on a month to month basis until the Subscriber provides Cell C with 30 days' (working days) notice, in writing, to cancel the Service.
24. The Service, applicable data bundle and inclusive benefits can only be used for business purposes and cannot be used for other commercial purposes. The Subscriber agrees that the inclusive benefits 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 Service terms and conditions and Cell C shall have the right to immediately suspend the Service and all-inclusive benefits and reserve the right to pursue all legal remedies available to Cell C. In this event, the Subscriber shall forfeit all unused inclusive benefits and benefits of the Service.
25. The Subscriber is to provide Cell C with IP(s), URL(s) and Ports to implement the Service; each IP will have an individual associated URL and Port.
26. In the case that the Subscriber provides IP(s), URL(s) and Port but the User has a proxy configured, the Service will not work and thus the User will not be able to access the specified IP at a zero rate. The Subscriber must ensure that the User is aware of

this, and advised to remove any existing proxy settings in order to make use of the Service.

27. The Subscriber accepts that in the case of secure sites being provided to Cell C, only the IP and Port can be validated, as the URL is encrypted and Cell C cannot validate the URL against IP and Port.
28. **In light of the above, the Subscriber accepts liability for all usage generated from such configuration on Cell C's systems.**

Terms of Use of the Service

29. The Subscriber gives Cell C permission to conduct a risk and security assessment on their environment and/or the third party's environment, on a regular basis, to ensure that adequate security controls are in place.
30. The Subscriber will at all times comply with all applicable data protection and privacy laws, both in South Africa, as well as internationally. Cell C reserves the right to audit, assess and request for necessary information to understand the level of compliance in terms of agreed policies and legislative requirements and to request for changes in order to comply with the above.
31. Depending on the results of these assessments, and if Cell C determines that the lack of appropriate controls may lead to a breach of security, abuse and/or fraud, Cell C reserves the right to revoke the Service on reasonable notification, until such time that Cell C is satisfied that the Subscriber has remediated the findings, at its own cost.
32. The Subscriber agrees to indemnify, defend, and hold Cell C harmless from and against any claim, demand, loss, damage, cost, or liability (including legal costs) arising out of or relating to the Subscriber or any Third Party failing to comply with the obligations as set out in these terms and conditions. If permissible under applicable law, legal costs will be on an attorney and own client basis.
33. The Subscriber will immediately notify Cell C where there are reasonable grounds to believe that there is unauthorised access/use to the Service, fraudulent activity and/or abuse in respect of the Service.
34. In the event that Cell C has a reasonable suspicion and/or knowledge of abuse, fraud or intentional malicious activity on the part of the Subscriber/Third Party, Cell C reserves the right to revoke the Service immediately and may institute criminal proceedings against you.
35. Cell C reserves the right to amend the tariffs and pricing of the Service, on reasonable notice to the Subscribers.

36. 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' or Users' use of the Service.
37. Cell C has the right to withdraw, or shorten the duration of the availability of the 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.
38. 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 Subscribers before Cell C amends or otherwise changes the terms and conditions.
39. Subscribers have the right to cancel the Service, subject to the applicable Cell C cancellation rules for the Service contract.

Duration of the Service contract:

40. The Service will be valid for the Service period, or as long as the monthly subscription fee for the Service is paid timeously, or unless the Service is cancelled or discontinued by Cell C in its sole discretion.

Depletion Rules:

41. All authorised Cell C SIM cards will be able to access the IP range that the Subscriber provides to Cell C and all Cell C SIM cards will be able to deplete the applicable data bundle available in terms of the Service. Cell C cannot set individual usage limits per MSISDN. Once the data bundle (which specific amount was chosen in terms of the Service contract) is depleted, the out-of-bundle data rates will become applicable until the 1st day of the new month, whereby the new applicable data bundle, in terms of the Service contract, will be made available. For the avoidance of doubt, it is possible for the entire data bundle to be depleted by one person authorised by the Subscriber. Cell C cannot put in place usage limits on an individual User's MSISDN to ensure that only a certain data amount is used per person per day, for example.
42. Access to the Service can only be granted to the Subscriber once the Service is configured and activated.

Migrations:

43. Any existing Cell C Business, SME and Government account with Cell C can apply for the Service and may sign a contract for the Service for the Service period, being 12 months or 24 months.
44. All data bundle migration requests must originate from the Subscriber's authorized administrator and will be directed towards the applicable corporate sales representative.

Cancellation:

45. All cancellation requests must originate from the Subscriber's authorized administrator and will be directed towards the Cell C Business Helpdesk. The Sales manager should then be informed of the request in writing.
46. Should a Subscriber wish to cancel the Service before the 12 (twelve) or 24 (twenty four) month Service contract period has lapsed, the Subscriber will be liable for the outstanding monthly Service subscription fees for the remainder of the contract period ("**cancellation fees**"). The cancellation fees will become immediately due and payable by the Subscriber upon cancellation of the Service.
47. Cancellation of the Service will not entitle the Subscriber to cancel the Corporate Subscriber Agreement with Cell C. This is a separate agreement for products and services with Cell C. Should a Subscriber wish to cancel the Corporate Subscriber Agreement, the applicable Cell C cancellation penalties and fees for cancellation will apply, as set out in the Corporate Subscriber Agreement.
48. Cancellation of the Service can be done at any time during the month, but no credit will be refunded for any data forfeited. The Subscriber will also no longer be able to access the IP range in a zero rate/reverse billed model.