

MyAutoCare VAS's – MyDriveExec

Terms & Conditions

1. It is important that you understand and agree to these terms and conditions in order for you to use the MyDriveExec service ("MyDriveExec").
2. All standard Terms and Conditions of My AutoCare, Cell C Limited and Cell C Service Provider Company (Pty) Ltd apply to MyDriveExec.

Duration of the Services

MyDriveExec is available from 00:00:01, on 20 June 2016.

From 1 November 2017, Cell C will no longer be offering the MyDriveExec service.

General

1. MyDriveExec is available as a recurring service to valid Prepaid and contract customers on Cell C.
2. MyDriveExec will be charged in arrears to the contract customers' Cell C bill or deducted from the Prepaid customers' airtime.
3. The R50 subscription fee will not be pro-rated. Customers activating MyDriveExec any time during the month will be charged the full price for that month.
4. Cell C reserves the right to suspend MyDriveExec and its benefits in its sole discretion, including but not limited to when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate MyDriveExec and/or benefits.
5. Cell C may amend, modify or otherwise change these terms and conditions 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 MyDriveExec, you agree and understand that you will be bound by the amended terms and conditions.
6. It is important that you understand that all customers who make use of MyDriveExec 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 MyDriveExec and its benefits.
7. Cell C has the right to withdraw, or shorten the duration of MyDriveExec 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.

MyDriveExec

The MyDriveExec service is a bundled offer that consists of MyTaxi and MyDriveHome Unlimited.

- A. **MyTaxi** entitles you to two (2) taxi cab trips per month.
- B. **MyDriveHome Unlimited** entitles you to an unlimited drive me home service in the event that you are unable to drive. Two drivers will arrive at the requested destination, whereby one of them will proceed to drive you home in your vehicle, while the other driver follows.

A. MyTaxi

Using the Service:

1. Upon activation of the service, please allow 24 hours before using the MyTaxi service.
2. Contact the MyAutoCare Call Centre on 084 150 7000 an hour before your trip. Confirm which service you would like to use.
3. The agent will allocate a service provider to be dispatched to the required collection point.
4. A service provider will be allocated and dispatched to the required collection point.
5. The driver will send you a message notifying of his arrival at the collection point. The driver will wait up to a maximum of 15 minutes, thereafter he will be entitled to leave if no contact has been made with him.
6. The MyTaxi service is available where the pick-up and drop-off point is within any of the major metropolitan areas (Johannesburg, Pretoria, Cape Town, Durban, Pietermaritzburg, East London, Port Elizabeth, George and Bloemfontein) within a 50km radius. The driver will be dispatched to where you are at the time and drive you to the pre-booked destination.
7. If there is no response from you on the driver's arrival within 15 minutes, the MyAutoCare Call Centre will try to call you and will also send you an SMS. Should there be no response from you, the driver or driver team will be cancelled you will forfeit the trip.
8. The driver will be required to transport you directly to your pre-booked destination. There may be no diversions en route to the destination unless previously booked.
9. MyTaxi is available 24 hours a day.
10. The following terms apply to the service:
 - A maximum of 50km radius per trip
 - R15.00 charge per kilometer in excess of the 50km
 - R50.00 surcharge for any extra drop offs

- To prevent abuse on the MyTaxi service, deactivation of the VAS is not allowed in the first 3 months.
11. Once all the rides allocated to MyTaxi have been used, you will be charged for any additional usage at the stipulated rates, where applicable. All extra costs will be for your own account and will be settled between MyAutoCare and yourself.
 12. MyAutoCare will deliver the service using its best endeavours, with a level of accuracy, quality, completeness, timeliness, and responsiveness. However, if the service cannot be rendered in the requested time, MyAutoCare will provide you with the next available time slot.
 13. Neither MyAutoCare (Pty) Ltd nor Cell C can be held responsible for any loss of or damage to any valuables, cell phones, laptops, personal items, etc.
 14. All drivers have a valid Professional Driver's Permit (PDP) and undergo an extensive chauffeur and driver training course.

Validity and Expiry

1. Activating MyTaxi will give you access to the service for a month.
2. The service can be accessed while the service is valid and paid for.
3. Upon activation of the service, please allow 24 hours before using the MyTaxi service.
4. The two (2) rides per month on MyTaxi will not be carried over. Should you not use any of your two (2) MyTaxi rides in a particular month, you will forfeit your rides for that month.
5. You can only have MyDriveExec or MyTaxi active on your account, and not both services.
6. You can only have one MyDriveExec or MyTaxi service active on your ID number irrespective of the number of Cell C mobile numbers you have. Your ID number will be linked to the Cell C mobile number active on the service and will be validated before the service can be booked. You must have a valid South African ID number.
7. In the event of Cell C contract customers with the service activate on different Cell C Postpaid mobile numbers, the ID number of the person using the line will be used (and not the ID of the main member or account holder).
8. The MyTaxi / MyDriveExec service will only be given to the customer calling in from the mobile number registered for the service. Information related to the trip will only be sent to the mobile number registered to the service.
9. Cell C and MyAutoCare reserve the right to use the pick-up and drop-off points to identify possible fraud occurring on the service.

Exclusions

- The MyTaxi service is only available for use in South Africa.
- MyTaxi is only available for consumer purchases and is not for commercial business usage.

B. MyDriveHome Unlimited

Using the Service:

1. Upon activation of the service, please allow 24 hours before using the MyDriveHome Unlimited service.
2. Contact the MyAutoCare Call Centre on 084 150 7000 an hour before your trip. Confirm which service you would like to use.
3. All bookings need to be made at least 1 hour in advance. Please allow for a 2 hour waiting period during peak times.
4. A service provider will be allocated and dispatched to the required collection point.
5. The driver will send the customer a message notifying them of his arrival at the collection point. The driver will wait up to a maximum of 15 minutes for the customers, thereafter he will be entitled to leave if no contact has been made with him.
6. MyDriveHome Unlimited is only available to the registered Cell C customer where the pick-up and drop-off point is within any of the major metropolitan areas (Johannesburg, Pretoria, Cape Town, Durban, Pietermaritzburg, East London, Port Elizabeth, George and Bloemfontein) within a 50km radius. The drivers will be dispatched to where the customer is at the time and drive the customer to the pre-booked destination.
7. If there is no response from the customer on the drivers' arrival within 15 minutes, the MyAutoCare Call Centre will try to call the customers and will also send the customer an SMS. Should there be no response from the customer, the driver team will be cancelled and the customer will forfeit the trip.
8. The drivers will be required to transport the customers directly to the customer's pre-booked destination. There may be no diversions en route to the destination unless previously booked.
9. MyDriveHome Unlimited is available 24 hours a day.
10. Customers have unlimited use of the MyDriveHome Unlimited service as long as the service has been paid for.
11. MyDriveHome Unlimited is not a taxi service; the customer has to have their vehicle at the collection point in order to use MyDriveHome Unlimited.
12. The following terms apply to MyDriveHome Unlimited:
 - A maximum of 50km radius per trip

- R15.00 charge per kilometer in excess of the 50km
 - R50.00 surcharge for any extra drop offs
 - To prevent abuse on the MyDriveHome Unlimited service, deactivation of the VAS is not allowed in the first 3 months.
13. Any extra costs will be for the customer's own account and will be settled between MyAutoCare and the customer.
14. The customer can contact the MyAutoCare Call Centre on 084 150 7000. The booking will need to be made at least 1 hour in advance.
15. Neither MyAutoCare (Pty) Ltd nor Cell C can be held responsible for any loss of or damage to any valuables, cell phones, laptops, personal items, etc.
16. All drivers have a valid Professional Driver's Permit (PDP) and undergo an extensive chauffeur and driver training course.
17. MyAutoCare will deliver the service using its best endeavours, with a level of accuracy, quality, completeness, timeliness, and responsiveness. However, if the service cannot be rendered in the requested time, MyAutoCare will provide the customer with the next available time slot.
18. All customers who make use of the MyDriveHome service consent to the MyAutoCare drivers driving their vehicle. Neither Cell C nor MyAutoCare will be liable for any loss or damage that may occur to a customer's vehicle whilst making use of the MyDriveHome service, unless there is negligence on the part of the MyAutoCare driver.

Validity and Expiry

- Activating MyDriveHome Unlimited will enable customers to access MyDriveHome Unlimited for a month.
- Customers that purchase MyDriveHome Unlimited will get access to the service while the VAS is valid and paid for.
- Upon activation of the service, please allow 24 hours before using the MyDriveHome Unlimited service.

Exclusions

- The MyDriveHome Unlimited service is only available for use in South Africa.
- MyDriveHome Unlimited is only available for consumer purchases and is not for commercial business usage.