

## Cell C Trade-In Trade-Up Service (the "Service")

- The Cell C Trade-In Trade-Up Service is a value added service allowing new and existing customers to Trade-In a device in order to receive a Trade-In discount on their monthly subscription fee (on specific new and upgrade Trade-In Deals).
- The devices that will be accepted as part of a Trade-In Deal will be published with each Trade-In Deal.
- The Trade-In Discount Value is the amount which the customer will receive – as a discount on their monthly subscription fee on the Trade-In Deal - in return for trading-in a Device, with such value being based upon, amongst others, the condition of the Device, make and model of the Device and the current rate of foreign exchange.

## How to qualify for the Service?

- In order to participate in the Service, customers must :
  - have lawful title to the Device presented for trade in. In the event that the customer does not have lawful title to the Device, Cell C reserves the right to bar and/or suspend the customer from utilising the Service and/or using the Trade-In Value;
  - be legally entitled and/or have the lawful authority to participate in the Service and to trade in the Device presented;
  - produce an original South African Identity Document / Smart Card, or an original passport for verification purposes;
  - complete all necessary documentation, including indemnities and disclaimers, applicable to the Services; and
  - remove all personal information from the Device;

## Trading in a Device

- Cell C shall review and grade any Device presented for a trade in as part of the Service. The result of the review and grading is final and Cell C shall not, under any circumstances, be obliged to enter into any discussions with the customer regarding the review and/or grading of the Device.
- If during the review and grading process, Cell C determines that a Device is blacklisted, Cell C shall immediately return the Device to the customer and the customer shall be barred from utilising the Service.
- The customer may only Trade-In a single Device per Trade-In Deal.
- Once the Trade-In Discount has been displayed to the customer, such Trade-In Discount shall be final and Cell C shall not be obliged to enter into any discussions with the customer regarding the value..
- The Trade-In Discount will be applied as a discount on the monthly subscription fee for specific Trade-In Deals.

## General

- All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited apply.
- The Trade-In Discount shall only be valid for use for a period of 24 (twenty four) months from the date the Trade-In was actioned.
- The Trade-In Discount will result in the customer receiving a discount on the monthly subscription fee on certain Trade-In Deals.
  - The value cannot be redeemed as a cash pay-out nor can it be used for any other purpose.
- The terms and conditions applicable to any products or services purchased and/or used with the Trade-In Discount will continue to apply to the customer and the customer agrees to be bound by all terms and conditions applicable to such products and services.
- Cell C reserves the right to decline to renew a current subscriber agreement should the customer's account be in arrears and/or the customer owes any amount to Cell C.
- If a customer does not comply with these terms and conditions and/or the processes applicable to the Service, Cell C reserves the right to suspend and/or bar the customer from utilizing the Service and/or using the Trade-In Value.
- The Service and the Trade-In Discount can only be used for private and personal use and cannot be used for commercial purposes. The customer agrees that the Trade-In Value 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 terms and conditions and Cell C shall have the right to immediately suspend all products and services purchased with the Trade-In Value.
- 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. Cell C will notify you before Cell C amends or otherwise changes the terms and conditions. By continuing to participate in or make use of the Service, you agree and understand that you will be bound by the amended terms and conditions.
- As and when necessary, you consent to Cell C obtaining, using, storing and/or disclosing your personal information provided to us to our agents and/or consultants and/or trade partners and/or Service Providers, but only to the extent necessary and in order to provide seamless and proper services to you.
- 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 customers' use of the Service.
- Cell C has the right to withdraw, or shorten the duration of the Service, in its sole discretion 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.