

TERMS AND CONDITIONS FOR C-FIBRE ON A MONTH-TO-MONTH CONTRACT

1. It is important that you understand and agree to these Terms and Conditions, as well as the C Fibre Product Terms and Conditions (which are available on the Cell C website) in order to make use of the Cell C Fibre to The Home Service (“**C-Fibre**”).
2. Cell C SP is offering C-Fibre in partnership with local Fibre Network Operators (“**FNO**”) providing a fibre network on an open access model.
3. It is important that you understand that Cell C SP does not own the fibre network, the fibre lines or the Consumer Premises Equipment (“**CPE**”) installed at your premises and that these remain the property of the FNO at all times.
4. All standard Terms and Conditions of Cell C Limited and Cell C Service Provider Company (Pty) Ltd apply.
5. Standard RICA process and business rules apply.
- 9.1.2. Payment of your connection fee (Connection fee means the charge for your connection to C-Fibre); and
- 9.1.3. Provide you with a Wi-Fi router (a Wi-Fi router is used by you to connect to the CPE to access and make use of C-Fibre).
10. Once the fibre line and CPE have been installed, and your Wi-Fi router has been activated, you will be able to make use of C-Fibre.

Payment

- How to sign up for C-Fibre**
6. C-Fibre shall be available through the following mediums:
 - 6.1. Cell C Fibre Field sales team which you can email at myfibre@cellc.co.za;
 - 6.2. Cell C Fibre Telesales team which you can contact on 084 145 or email at Fibredirect@cellc.co.za;
 - 6.3. Through our online channel, namely the C-Fibre purchase Portal, which can be accessed at <https://www.cellc.co.za/cellc/c-fibre>;
 - 6.4. Cell C Business Sales Channel which you can contact on 084 194 4000 or email BusinessSales@cellc.co.za;
 - 6.5. Through select Cell C owned and franchise stores which can be viewed at <https://www.cellc.co.za/cellc/c-fibre>.
 7. You will be required to complete an order for C-Fibre, provide supporting documentation (where requested), as well as comply with these Terms and Conditions of Use for C-Fibre.
 8. If you apply for C-Fibre through the online channel, you shall be charged an upfront amount equivalent to 1 month’s subscription fee against your credit card. This amount will sit as a credit against your C-Fibre account and will be deducted when you are billed for the C-Fibre service.
 11. Upon successful application for C-Fibre, Cell C SP shall deduct an equivalent of one month’s subscription fee (plus any other applicable costs) immediately from your specified bank account, as an upfront payment for the C-Fibre service.
 12. In order to do so, Cell C SP may require additional banking information from you, in order for us to facilitate the upfront payment.
 13. Thereafter, you shall receive monthly invoices for C-Fibre, which is billed to you in advance. Should you fail to pay the invoice, Cell C SP shall suspend your C-Fibre service until such time as payment is made.
 14. Should your C-Fibre service be suspended due to missed payment, and you then make payment at any time during that month, you understand that there may be a certain period of time before your payment reflects in Cell C’s bank account and this may cause a delay in the re-activation of your C-Fibre Service.
 15. In order to make use of C-Fibre, your responsibilities are as follows:
 - 15.1. To make timeous payment of the monthly subscription fee for C-Fibre, which is billed to you in advance. The subscription fee that you pay at the end of a month is for the provision of C-Fibre services for the next month. If you sign up for C-Fibre later than the first day of any month then the first month’s subscription fee will be pro-rated;
 - 15.2. Payment must be made to the account indicated by Cell C SP. Payment must be made on or before the due date set out on the invoice Cell C SP issues to you and made by direct debit order against your valid bank account or your credit card account or your debit card account or against the account of another named person (a “third party”) who has given consent to pay on the application form.
 - 15.3. It is your responsibility to make sure that you have given your correct banking details. If you’re banking details change for any reason, you must notify Cell C SP of the changes. You understand and agree that Cell C SP cannot be held liable for any charges, damages or loss, if you do not notify Cell C SP of the change to your banking details within a reasonable period and that all such charges, damages or losses will be for your own account.

Installation of the fibre line, CPE and provision of a Wi-Fi Router

9. If you are a new C-Fibre customer, you may elect one of the following options:
 - 9.1. Cell C SP will make provision for:
 - 9.1.1. Payment of your installation fee (Installation means the physical installation of the fibre line and CPE to your premises, and includes all physical work and materials required);

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Duration

16. Notwithstanding the date of installation, your use of C-Fibre will be on a month to month basis, until such time as C-Fibre is cancelled by either you or Cell C SP in accordance with the respective rights set out in these Terms and Conditions.

Cancellation of C-Fibre

17. Should you wish to cancel C-Fibre at any time, you may do so by giving Cell C SP 1 (one) calendar months written notice. You will be liable to pay for the C-Fibre service during this cancellation notice period.

18. If, upon application for C Fibre, you opted for Cell C SP to make provision and payment for your installation and connection fee(s) as well as for Cell C SP to provide you with a Wi-Fi router, then should you decide to cancel C-Fibre less than 24 (twenty four) months after initial activation thereof, you will be liable for the costs incurred by Cell C SP in order to provide C-Fibre, of which costs include:

18.1. the installation fee (pro-rated);

18.2. the connection fee (pro-rated); and

18.3. The cost of the Wi-Fi router (pro-rated).

19. In this instance and upon receipt of your written notice of cancellation, the exact costs of the above will be provided to you in writing. An estimate of these costs can, upon request, be provided to you on application for C-Fibre.

20. The CPE and fibre line remain the property of the FNO at all times. Should the CPE and fibre line be damaged, destroyed or stolen, then you may be liable for the cost of replacement of the fibre line and CPE.

21. If Cell C SP provided you with a Wi-Fi router, and the Wi-Fi router is damaged, destroyed or stolen within the first 24 (twenty four) months of activation of C-Fibre, then you will be liable for the cost of replacement of the Wi-Fi router.

22. Cell C SP has the right to withdraw the C-Fibre product offering in its sole and absolute discretion and will notify you if it chooses to do so. You will not have a claim against Cell C SP in this event.

Suspension of Services and Disconnection of Wi-Fi Router

23. C-Fibre may be temporarily suspended if:

23.1. you fail to make payment of your C-Fibre subscription;

23.2. the FNO network fails, or becomes temporarily unavailable due to any modification, upgrade, maintenance or circumstance beyond the FNO and Cell C SP's control;

23.3. you fail to comply with any of these Terms and Conditions;

23.4. you at any time abuse C-Fibre or breach the Acceptable Use Policy; or

23.5. You use C-Fibre unlawfully, or if you unlawfully tamper with or modify the fibre line, CPE or the Wi-Fi router.

24. . The maximum period allowed on the suspension of your C-Fibre service due to non-payment is equivalent to a calendar month, after which the C-Fibre service will be permanently deactivated and terminated.

25. In the event that the Cell C SP and/or the FNO become aware of any suspension, termination or temporary unavailability of the FNO network or C-Fibre, or any unavoidable delay in the performance of C-Fibre, Cell C SP will make reasonable attempts to give you timely notice of such suspension, termination, temporary unavailability or unavoidable delay.

26. Cell C SP and the FNO will take all reasonable steps within our control to make C-Fibre available to you at all times in line with these Terms and Conditions.

27. C-Fibre will only be available within the range of the FNO network and this availability may vary at times. Although Cell C SP takes all reasonable measures to ensure that C-Fibre is offered to you on a consistent and continuous basis, Cell C SP cannot always guarantee a continuous fault-free service.

28. The quality and availability of C-Fibre may sometimes be affected by factors such as:

28.1. The features or functionality of your Wi-Fi router;

28.2. Damaged Wi-Fi router, CPE or fibre line;

28.3. The number of people trying to use the Wi-Fi network at the same time in the event that you choose to connect to C-Fibre through the Wi-Fi hotspot capability on your Wi-Fi router; or

28.4. If there are faults in other electronic communications networks to which the FNO network is connected.

CPE, Fibre Line, SIM card and Wi-Fi Router

29. The CPE and fibre line remains the property of the FNO at all times and may be removed from your premises upon cancellation of C-Fibre.

30. If Cell C SP provided you with a Wi-Fi router, ownership of the Wi-Fi router will only pass to you after 24 (twenty four) months from the date of activation of C-Fibre.

31. You are responsible for the safekeeping of the Wi-Fi router (if Cell C SP provided you with a Wi-Fi router), CPE, SIM card and fibre line and you agree to notify Cell C SP and the South African Police Services immediately if the Wi-Fi router, CPE, SIM card or fibre line has been lost, damaged, stolen or destroyed. Risk in and to the use of the fibre line, CPE and Wi-Fi router will pass to you on installation and connection.

32. Any Wi-Fi router (if Cell C SP provided you with a Wi-Fi router), CPE or fibre line supplied to you that does not function properly or is defective or faulty because of its design, material or workmanship may be covered by a warranty provided by the manufacturer or relevant

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- legislation for the period stated by the manufacturer or legislation.
33. Cell C SP does not warrant any Wi-Fi router (if Cell C SP provided you with a Wi-Fi router), CPE or fibre line which has been damaged due to water (including dropping the Wi-Fi router in water, damage to the Wi-Fi router or CPE due to perspiration and humidity), damage arising directly from an act of God, local government or government, war, fire, flood, lightning, tornados, earthquake or storm, acts of terrorism, explosion, civil commotion or industrial dispute including strike action, disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other devices, equipment or property.
34. If Cell C SP provided you with a Wi-Fi router and the Wi-Fi router is faulty, you may return the Wi-Fi router to Cell C SP and we will comply with the applicable repairs, replacement and refunds policies, subject to the manufacturer specifications and requirements. If the CPE and/or fibre line is faulty, Cell C SP will, on your behalf, arrange with the FNO to attend to the repair and/or replacement of the CPE or fibre line, in line with the applicable policies.
35. You may not use your SIM Card for any machine-to-machine or machine-related services, unless otherwise agreed in writing with Cell C SP.
- Change of Physical Address**
36. C-Fibre may only be used at the physical address indicated in the application form and may not be moved to another physical address without Cell C SP's prior written consent.
37. In the event that you move from the physical address/area where C-Fibre is provided (and as captured in terms of your application form for C-Fibre) Cell C SP shall, subject to there being an FNO network in your new area, and furthermore subject to these Terms and Conditions, arrange for the installation of a fibre line and CPE in your new area. **In this event, you will be liable for payment of the installation and connection fee in respect of the fibre line, CPE and Wi-Fi router (if applicable) in your new area.**
- Personal Information and Rights to Privacy**
38. You warrant and guarantee that all personal information supplied by you to Cell C SP in the application for C-Fibre is true and correct.
39. In the process of making an application for C-Fibre, you understand and agree that Cell C SP may credit vet your application, if necessary.
40. Furthermore, you agree that, as and when necessary, Cell C SP may obtain, use, store and/or disclose any personal information provided by you and/or obtained by Cell C SP during the application process, for certain purposes.
41. As and when necessary, you consent to Cell C SP obtaining, using, storing and/or disclosing your personal information provided as follows:
- 41.1. to either credit grantors and/or credit bureaux and/or banks and/or other financial institutions in order to ascertain information relating to your creditworthiness (before Cell C SP accepts the Agreement) and for fraud prevention purposes, to improve accuracy of contact details and in order to process any payment transactions necessary for and relative to the Agreement;
- 41.2. to attorneys and/or debt collection agencies if you breach the Agreement;
- 41.3. to Cell C SP's agents and/or consultants and/or trade partners and/or electronic communications service providers and/or Cell C, but only to the extent necessary and in order to provide C-Fibre and Device (if applicable) to you;
- 41.4. to consumer research companies for the purposes of conducting research on improving services or products;
- 41.5. for the purposes of Cell C SP publishing a directory containing the name, address, details and the applicable Cellphone number of subscribers; and
- 41.6. For the purposes of Cell C SP informing or sending information to you about any new services or products offered by Cell C SP and/or by any of Cell C SP agents and/or consultants and/or trade partners which is considered to be of interest to you. Cell C SP will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") as amended and the CPA regulations, including the provisions relating to the direct marketing registry.
42. You are entitled to withdraw your consent for using your personal information under clauses 41.5 and 41.6 above on written notice or notice in any other recorded form to Cell C SP. In the event you decide to withdraw your consent, Cell C SP will not be able to use your information for the purposes listed under clauses 41.5 and 41.6 to the extent that you withdraw your consent from the date your withdrawal notice is received.
43. Cell C SP will not disclose your personal information to any other person or institution other than as stated under clause 41 or where compelled to do so in terms of the Licence and/or any law and/or in terms of a court order.
- Warranty and Indemnity**
44. You warrant that you have the necessary rights to make use of C-Fibre and you indemnify Cell C SP against any liability, claim, damage or loss that a third party might have arising out of your use of C-Fibre if you do not have the necessary rights.

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Notices

45. All legal notices given in connection with your use of C-Fibre will be in writing and all notices may be sent to the address (es) specified in the application for C-Fibre. Any change in your address must be brought to the attention of Cell C SP immediately.
46. Cell C SP will deliver certain notices to you by SMS and/or email and/or registered mail.
47. Notices that do not negatively affect you, will be delivered and will be considered as received:
 - 47.1. if delivery is by hand, then on the date of delivery;
 - 47.2. if delivery is by fax, then within 24 hours of transmission of the fax;
 - 47.3. if delivery is by email, then when the message is capable of being retrieved and processed by the addressee from the information system, or server used by the addressee for the purposes of receiving email messages as stated in section 23(b) of the Electronic Communications and Transactions Act, 2002.
48. Any legal notices given by Cell C SP which is of a particular interest to you will be deemed to have reached you within 10 days of posting, only if it is sent by registered mail from an address within South Africa to your last known address.

Resolving disputes

49. You agree and understand that any dispute arising from our use of C-Fibre shall be referred to Cell C SP and can be resolved in accordance with Cell C SP's Customer Code of Conduct, a copy of which is available on Cell C's website being www.cellc.co.za. You may also request such a copy from any of the Cell C stores.
50. Despite the above, you can refer any unresolved dispute between you and Cell C SP to the National Consumer Commission established under the Consumer Protection Act, 2008, or to ICASA, or the Credit Ombudsman established in terms of the National Credit Act, 2005.
51. Nothing in this clause prevents you from taking legal action against Cell C SP.

Amendments

52. Cell C SP is entitled on written notice to you (which notice may be sent via SMS or Email) to change these Terms and Conditions if necessary because of any new or amended law, tax, regulation or any change in the terms and conditions of Cell's Licence or any change in the tariff plan or cost of C-Fibre, including but not limited to an annual increase linked to the increase in the Consumer Price Index.
53. Cell C SP is further entitled on written notice to you (which notice may be sent via SMS or Email) to change the terms and conditions of C-Fibre or conditions of supply of the Wi-Fi router, CPE or fibre line. If Cell C SP changes these Terms and Conditions, you will be

notified of such amended terms and conditions and you will be able to view the amended Terms and Conditions of Use for C-Fibre and supply of the Wi-Fi router, CPE or fibre line on www.cellc.co.za.

54. If you do not agree to the amendments, you may cancel C-Fibre subject to the cancellation provisions of these Terms and Conditions and by giving 20 (twenty) working days' written notice, but the notice must be given within 5 (five) working days of the date you get notice of any change

General

55. C-Fibre is an uncapped service; however, in order to regulate the abuse of C-Fibre Cell C SP reserves the right, at any time, to implement a Fair Usage Policy ("FUP") on notice to you.
56. An Acceptable Use Policy ("AUP") shall apply to C-Fibre. The AUP can be found on the Cell C website and may be amended from time to time.
57. C-Fibre shall be provisioned on a virtual number and SIM swap shall not apply.
58. Migrations from other existing Cell C SP products and services to C-Fibre is not possible and you will be required to apply and sign-up for C-Fibre.
59. Subscribers who move from one FNO to another but retain Cell C SP as an Internet Service Provider ("ISP") shall be charged an installation and connection fee.
60. Cell C SP may amend, modify or otherwise change these Terms and Conditions in its sole and absolute discretion, on notice to you. You will not have a claim against Cell C SP in this event.
61. It is important that you understand that all customers who make use of C-Fibre do so at their own risk and indemnify Cell C SP, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise (including loss of income or profits), arising from their use of C-Fibre.
62. Cell C SP reserves the right to suspend C-Fibre if any illegal and/or abusive and/or fraudulent activity, including the sending of spam emails, is suspected and if the outcome of an investigation proves that such illegal and/or abusive and/or fraudulent activity did occur Cell C SP shall be entitled to terminate the C-Fibre with immediate effect.
63. Cell C shall not be held liable for the non-conformance of speed tests conducted over a Wi-Fi connection. Speed tests conducted over a Wi-Fi connection is not recommended due to the fact that Wi-Fi technology operates on an open frequency band and is prone to a lot of environmental interference and noise, the number of devices connected simultaneously causes the Wi-Fi speeds to deteriorate and the Wi-Fi range or distance could also hinder the speed performance. Cell C C-Fibre subscribers are advised that speed tests for C-Fibre must be conducted over the wired fibre

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connection i.e. Computer must be connected directly to the router via the Ethernet port to determine the actual line speeds of the C Fibre service. In order to run a speed test C-Fibre subscribers are advised to use speedtest.net, select the Cell C server and run the test.