WEBSITE TERMS AND CONDITIONS

In terms of section 11 of the electronic communications and transactions (ect) act 25 of 2002. These terms and conditions are binding and enforceable against all persons that access the Cell C web site or any part thereof. If you do not agree to these terms and conditions you must leave the Cell C web site without Delay, as further use will automatically bind you to these terms and conditions.

Definitions and interpretation

a) "The Cell C web site" means the Cell C web site owned and operated by Cell C and located at http://www.cellc.co.za, including any page, part or element thereof;
b) "Cell C" means Cell C (Pty) Ltd, registration number 1999/007722/07.
c) "User" means any person who enters or uses the Cell C web site, notwithstanding the fact that such a person only visits the home page of the Cell C web site;
d) References herein to the singular include the plural and vice versa; and
e) Notwithstanding the fact that hyperlinks in these terms and conditions to copyright notices and legislation should be deemed part of these terms and conditions in terms of section 11 of the ECT Act, the fact that some or all of the hyperlinks may be non-operational, shall not play a role in determination of the validity and interpretation of these terms and conditions.

1. GENERAL

Cell C is South Africa's third cellular operator and provides mobile communication related services.

2. ALLOWED USE AND LICENSE

2.1. Cell C licenses the User to view, amend, download and print the content / details of the Cell C web site, provided that such content is used for priva e, personal, educational and/or non-commercial purposes only.
2.2. Content from the Cell C web site may not be used or exploited by Users for any commercial and non-private purposes without the prior written consent of Cell C.
2.3. Users may only access, browse and use the Cell C web site for legal purposes.
2.4. The caching of the Cell C web site shall only be allowed if:
  2.4.1. The purpose of the caching is to make the onward transmission of the content from the Cell C web site more efficient;
  2.4.2. The cached content is not modified in any manner whatsoever;
  2.4.3. The cached content is updated at least every 12 (twelve) hours; and
  2.4.4. The cached content is removed or updated when so required by Cell C.
2.5. If any User uses content from the Cell C web site in breach of the provisions detailed herein:
  2.5.1. Cell C reserves the right to claim damages from the User;
  2.5.2. Cell C reserves the right to institute criminal proceedings against the User; and
  2.5.3. Cell C shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of such content by the User or any third party who obtained any content from the User.
2.6. Hyperlinks to the Cell C web site from any other source shall be directed at the home page of the Cell C web site. Links beyond the Cell C home page may only be used with Cell C's prior written consent.
2.7. Cell C shall not be liable, in any manner whatsoever, for any damage, loss or liability that resulted from the use of content from the Cell C web site, if such content was accessed through a hyperlink not directed at the home page of the Cell C web site. Persons that wish to link to content beyond the home page of the Cell C web site without Cell C's prior written consent shall do so at their own risk and indemnify Cell C against any loss, liability or damage that may result from the use of content from the Cell C web site, if such content was accessed through a hyperlink not directed at the home page of the Cell C web site. Cell C's non-liability for deep linking is based on the fact that deep links bypass these terms and conditions.
2.8. Users may quote small and reasonable amounts of content available from the Cell C web site and only if such a quote is placed in inverted commas and acknowledged.

2.9. No person may, without the prior written consent of Cell C, frame the Cell C website in any manner whatsoever.
2.10. Apart from bona-fide search engine operators, no person may use or attempt to use any technology or applications (including web crawlers, robots or web spiders) to search, collect or copy content from the Cell C web site for any purposes, without the prior written consent of Cell C.
2.11. E-mail addresses, names, telephone numbers and fax numbers published on the Cell C web site may not be incorporated into any database used for electronic marketing or similar purposes. No permission is given or should be implied that information on the Cell C web site may be used to communicate unsolicited communications to Cell C and all rights detailed in 45 of the ECT Act are reserved.
2.12. All licenses and/or permissions granted in terms of this clause 2 are provided on a non-exclusive and non-transferable basis and may be terminated or cancelled by Cell C at any time without prior notice or reason.

3. INTELLECTUAL PROPERTY RIGHTS

All intellectual property on the Cell C web site, including but not limited to content, trademarks, domain names, patents, design elements, software, source code, meta tags, databases, text, graphics, icons and hyperlinks are the property of or licensed to Cell C and as such, are protected from infringement by domestic and international legislation and treaties. Subject to the rights licensed to the User in clause 2, all o her rights to intellectual property on the Cell C web site are expressly reserved.

4. SOFTWARE AND EQUIPMENT

It is the responsibility of the User to acquire and maintain, at his/her own expense, the necessary computer hardware, software, communication lines and Internet access accounts required to access the Internet and the Cell C web site and/or download content from the Cell C web site.

5. DISCLOSURES REQUIRED BY SECTION 43 OF THE ECT ACT

Access to the services, content, software and downloads available from the Cell C web site may be classified as “electronic transactions” as defined in terms of the ECT Act and therefore Users have the rights detailed in Chapter 7 of the ECT Act and Cell C has, amongst others, the duty to disclose the following information:

5.1. The full name and legal status of the web site owner: Cell C (Pty) Ltd, registration number 1999/007722/07.
5.2. Street address: 150 Rivonia Road, Sandown, 2196, South Africa;
5.3. Postal address: Private Bag X36, Benmore, 2010, Johannesburg, South Africa;
5.4. Physical address for receipt of legal service:150 Rivonia Road, Sandown, 2196, South Africa;
5.5. Main business: Cell C is a communications provider.
5.6. The web site address of the Cell C web site is: http://www.cellc.co.za;
5.7. The official e-mail address of the Cell C web site is: custserv@cellc.co.za;
5.8. The costs associated with the access to and use of the Cell C web site are as follows: Free
5.9. Alternative dispute resolution: Subject to urgent and/or interim relief, all disputes regarding:
5.9.1. access to the Cell C web site;
5.9.2. the inability to access the Cell C web site;
5.9.3. the services and content available from the Cell C web site; or
5.9.4. these terms and conditions, shall be referred to arbitration in terms of the Expedited rules of the Arbitration Foundation of Southern Africa and such arbitration proceedings shall be conducted in Johannesburg in English. The arbitration ruling shall be final and the unsuccessful party shall pay the costs of the successful party on a scale as between attorney and own client. The expedited rules of the Arbitration Foundation of South Africa may be downloaded from the following web site: http://www.arbitration.co.za;

5.10. Cooling-off period: Users may return goods or services within 7 (seven) days as detailed in section 44 of the ECT Act and only if such goods or services are not detailed in section 42(2) of the ECT Act; and

5.11. Users may lodge complaints concerning the Cell C web site with Cell C at e-mail:custserv@cellc.co.za

6. CHANGES AND AMENDMENTS

Cell C reserves the right, in its sole and absolute discretion, to do any of the following, at any time without prior notice or justification:

6.1. change these terms and conditions;
6.2. change the content and/or services available from the Cell C web site;
6.3. discontinue any aspect of the Cell C web site or service(s) available from the Cell C website; and/or
6.4. change the software and hardware required to access and use the Cell C web site.

7. PRIVACY

7.1. Cell C shall take all reasonable steps to protect the personal information of Users and for the purpose of this clause, "personal information" shall be defined as detailed in the Promotion of Access to Information Act 2 of 2000 (PAIA). The PAIA may be downloaded from: http://www.info.gov.za/view/DownloadFileAction?id=68186

7.2. Cell C may electronically collect, store and use the following personal information of Users:
- 7.2.1. Name and surname;
- 7.2.2. Contact numbers;
- 7.2.3. Non-personal browsing habits and click patterns;
- 7.2.4. E-mail address;
- 7.2.5. IP address; and/or
- 7.2.6. Username and password (required for access to personal information pages)

7.3. Cell C collects stores and uses the abovementioned information for the following purposes:
- 7.3.1. Communicate requested information to the User;
- 7.3.2. Provide the User with access to restricted pages on this web site; and
- 7.3.3. Compile non-personal statistical information about browsing habits, click-patterns and access to the Cell C web site.

7.4. Information detailed above is collected either electronically by using cookies or is provided voluntarily by the User. Users may determine cookie use independently through their browser settings.

7.5. Cell C may collect, maintain, save, compile, share, disclose and sell any information collected from users, subject to the following provisions:
- 7.5.1. Cell C shall not disclose personal information from Users unless the User consents thereto;
- 7.5.2. Cell C shall disclose information without the User's consent only through due legal process; and
- 7.5.3. Cell C may compile, use and share any information that does not relate to any specific individual.

7.6. Cell C owns and retains all rights to non-personal statistical information collected and compiled by Cell C.

8. HYPERLINKS TO THIRD PARTY SITES

8.1. Cell C may provide hyperlinks to web sites not controlled by Cell C ("target sites") and such links do not imply any endorsement, agreement on or support for the content of such target sites.

8.2. Cell C does not editorially control the content on such target sites and shall not be liable, in any manner whatsoever, for the access to, inability to access or content available on or through such target sites.

9. SECURITY

9.1. Cell C shall take all reasonable steps to secure the content of the Cell C web site and the information provided by and collected from Users from unauthorised access and/or disclosure. However, Cell C does not make any warranties or representations that content shall be 100% safe and secure.

9.2. Cell C is under no legal duty to encrypt any content or communications from and to the Cell C web site (shopping and payment information is hosted and controlled by third party web sites subject to such sites' terms and conditions) and is also under no legal duty to provide digital authentication of any page on the Cell C web site.