

INDIVIDUAL SUBSCRIBER AGREEMENT



AGREEMENT NO.: Reg. No. 2001 / 008017/07
VAT Reg: 4320194998

TO BE COMPLETED BY THE STORE

1 Month: 6 Months: 12 Months: 18 Months: 24 Months: Other:

Dealer Code: Dealer Name:

New: Renewal: Additional line: Existing Account No:

Number of connections: Deal:

MSISDN 1: SIM 1: IMEI 1:

MSISDN 2: SIM 2: IMEI 2:

MSISDN 3: SIM 3: IMEI 3:

CUSTOMER DETAILS

Identity or passport no.: Passport Expiry Date: Date of Birth:

Sex: Male: Female: Title: First Name: Surname:

Residence: Own: Living with Parents: Boarding: Other: Period at Current Address: Years: Months:

Residential Address: Code:

Postal Address: Code:

Same as residential address:

Home Tel Number: Existing Cell Number:

E-mail Address:

EMPLOYMENT DETAILS

Employer's Name: Employer's Tel Number:

Employer's Industry: Occupation:

Monthly Gross Income: Pay Date: Period at Current Employer: Years: Months:

DETAILS OF RELATIVE / FRIEND DETAILS (Not Living with You)

First Name: Surname:

Relationship: Tel Number of Friend / Relative:

BANKING AND PAYMENT DETAILS (Authority for Debit Order)

Debit Order: 15th to 31st (Please select a date excluding 29th):

How long have you had this account: Years: Months:

Bank Account Type: Current: Savings: Transmission:

Bank Name:

Account Number:

Account Holder's Name:

Branch Code:

Credit Card: Master: Visa: Amex: Diners Club:

Credit Card Number: Card Verification Validation (3 Digits): Expiry Date:

I agree and understand that by signing, I am authorising Cell C SP to deduct the payment of the total amount owing by me under this agreement, by means of payment method selected above:

Authorised Signatory Name: Signature: Date:

PORT REQUEST FORM

Number/s to be ported to Cell C: Account Number with current service provider:

Date to initiate Port (must be within 31 days of signing this form):

I confirm that I have requested that the MSISDN numbers list above (the "Number/s") be ported to Cell C SP and furthermore acknowledge that I have been advised:

- To retrieve all voicemail messages and to transfer all my other data or information stored on the SIM card allocated to me by my current network operator and/or service provider as these cannot be transferred to Cell C SP when my Number/s are ported;
- That the services offered by Cell C SP may differ from those offered by my current network operator/service provider and accordingly that I may not have access to all of these services (including services offered by third parties) which I am currently using/accessing through my current network operator or service provider;
- That any credits and/or unused minutes which I have accumulated with my current network operator or service provider are not portable to Cell C SP and will be lost;
- That although Cell C SP will endeavour to port my Number/s on the date specified above, the actual porting date cannot be guaranteed and Cell C SP will not be liable for any failure to carry out my port request on the date requested by me;
- That I (or the account holder), may still be liable to my current network operator or service provider in respect of my existing contract with them.

Signature:

If the person requesting the Port is not the account holder, the following should be completed by the account holder:

Account holder's full names:

Account holder's Identity Number: Signature:

VITALITYMOBILE

Are you signing up for VitalityMobile Yes No

Cell C and Vitality HealthStyle (Pty) Ltd have agreed to cooperate to provide the VitalityMobile services. By signing up for VitalityMobile and entering into the subscriber agreement, I agree and understand that I enter into an agreement with Cell C SP for both Cell C SP's services and VitalityMobile services. I agree that I will be bound by the VitalityMobile terms and conditions, which terms and conditions I agree have been explained to me, and I agree that I will be charged an additional fee in respect of the VitalityMobile services. I also consent that Cell C SP may provide my personal information to Vitality HealthStyle (Pty) Ltd for purposes of providing the VitalityMobile services.

Signature:

ADDITIONAL SERVICES SURETY (COMPLETE ADDITIONAL FORM) YES NO

DISCOUNT PER MONTH: MONTHS

DATA BUNDLE MANDATORY: YES NO

SMS BUNDLE MANDATORY: YES NO

MIGRATION REQUIRED: YES NO

INTERNATIONAL ROAMING REQUIRED: YES NO

TRANSFER OF OWNERSHIP REQUIRED: YES NO

OTHER REQUIRED: YES NO

DEPOSIT YES AMOUNT

DECLARATION

I have had the opportunity to consider the terms and conditions on the back of this form. I confirm that the above details are correct. I confirm that Cell C SP may credit vet this application. I have had an opportunity to consider this application, to ask questions and I understand what the application means and the effect it has on my rights.

Date:

Signature:

ONCE-OFF CHARGES

CONNECTION FEE:

SIM CARD:

OTHER:

TOTAL:

Store Signature:

Cell C Service Provider Company (Pty) Ltd
Customer Care Line: +27 084 140 | Cell: 140 (free from Cell C phone)
PO Box 78005 Sandton 2146 | Fax: +27 084 14 329
custserv@cellc.co.za | www.cellc.co.za

CELL C SERVICE PROVIDER COMPANY (PROPRIETARY) LIMITED

SUBSCRIBER AGREEMENT TERMS AND CONDITIONS

1. WHAT IS THIS AGREEMENT FOR?

- 1.1. This Agreement is for the supply of our Services for the Contract Period.
- 1.2. This Agreement contains the general terms and conditions for all Cell C SP Subscriber Agreements. These terms and conditions form part of the Agreement between Cell C SP and you, so please ensure that you understand all of them. Remember that you must always comply with these terms and conditions. If you do not understand any of the terms and conditions, you should ask a Cell C SP representative to explain them to you.
- 1.3. Important clauses which may limit our responsibility or involve some risk for you are explained to you and may be in bold. You must pay special attention to these clauses.
- 1.4. We have defined some words that have special meaning. You can find the meaning of the words in clause 2 of this Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1. In this Agreement, unless stated otherwise, the following terms shall have the following meanings:
- "Activation"** means the activating of your SIM Card and/or Cellphone number to operate on the Cell C Network so that you can use our Services.

"Agreement" means your Application and any annexures attached hereto, including these terms and conditions and/or your renewal application (if applicable) including any addition or amendment to this agreement or your renewal agreement authorised by us. The Tariff Plan and any notice or directive issued by us also form part of this Agreement.

"Application" means your completed application form and/or your renewal application form (if applicable).

"Cellphone" means the mobile handset in which your SIM Card and Cellphone number (also referred to as MSISDN number) referred to in this Agreement are installed.

"Cell C" means Cell C Proprietary Limited.

"Cell C Network" means the electronic communications network in South Africa operated by Cell C.

"Cell C SP" means Cell C Service Provider Company Proprietary Limited.

"Charges" means any applicable Connection fee, Subscription fee, Usage Charges, SIM Card fee, Goods fee, risk transfer charge and any other charge relating to the provision of our Services to you in terms of this Agreement. The prices at the date you start your Agreement may not be the same for the whole period of the Agreement. If the prices change we will let you know and you can tell us whether you want to carry on with the contract or cancel your contract.

"Connection Fee" means the once-off charge for your connection to the Cell C Network.

"Contract Period" means the minimum number of uninterrupted months you choose in your Application to use our Services for the first period or for any Renewal Period. If you have chosen a month-to-month contract, your contract will run on a month-to-month basis until cancelled.

"Electronic Communications Network Provider" means any person or organisation licensed in terms of the Electronic Communications Act, 2005 to provide electronic communications network services.

"Electronic Communications Service Provider" means a person or organisation licensed in terms of the Electronic Communications Act, 2005, to provide electronic communications services.

"Goods" means any tangible object supplied to you by us, Cell C, or any of our distribution partners in terms of this Agreement, including Cellphones, SIM Cards, routers, dongles, laptops, tablets or vouchers.

"Goods Fee" means any applicable charge relating to the Goods supplied to you in terms of this Agreement.

"ICASA" means the Independent Communications Authority of South Africa. This is a public body that regulates the way that Cell C and other electronic communications service and electronic communications network service providers carry on business and provide services to you.

"Inclusive Benefits" means any minutes/SMS/MMS/data that is included as part of your contract and no extra charges are owed by you for those benefits. The inclusive benefits come with the contract that you entered into. These benefits are only for local use to local South African networks.

"International Roaming Charges" means the charges you incur while you are using mobile services and/or your Goods outside the borders of South Africa. In other words, your Goods will be operating on the electronic communications network of an international roaming partner of Cell C and not the Cell C Network (also called "international roaming"). You will be liable for all calls and SMSs (both incoming and outgoing) as well as all data charges incurred while international roaming is activated, and all such call charges will include the foreign network charge and a local roaming charge. For more information on International Roaming Charges and the applicable charges per foreign network, please visit www.cellc.co.za or ask in store.

"Licence" means any licence issued to Cell C in terms of the Electronic Communications Act, 2005.

"Monthly Usage Limit" means the monthly amount defined by Cell C that you can spend on Usage Charges on your SIM Card. This means that you will have a monthly limit to talk, SMS, or use data.

"MSISDN number" means Mobile Station Integrated Services Digital Network number, which is your Cellphone number.

"our Services" means the electronic communications services that are made available by us or an international roaming partner of Cell C (if applicable), to you through the Cell C Network and/or the electronic communications network of an international roaming partner of Cell C, including any services, products and promotions supplied by us or an international roaming partner of Cell C, whether chargeable or non-chargeable. You may find more information about our services and the terms and conditions for products and promotions on Cell C's website (<http://www.cellc.co.za>) or contact us for an explanation.

"Port" or "Porting" or Mobile Number Portability(MNP) means the ability to transfer your Cellphone number from one Electronic Communications Network Provider or Electronic Communications Service Provider to another so that you become a subscriber of the other Electronic Communications Network Provider or Electronic Communications Service Provider, but using the same Cellphone number.

"Price List" means the price list for our Services or Goods. You may find more information about our Price List on Cell C's website (<http://www.cellc.co.za>) or contact us for an explanation of what all our prices are for our Services, which may change, on notice to you, over the period of your contract. You can also ask any Cell C or Cell C SP representative to help you find out more about our prices. You are entitled to cancel this Agreement if you are not happy with any changes to our price list provided you follow the cancellation terms and conditions set out in this Agreement.

"Renewal Period" means you have chosen to renew your subscriber agreement with us with or without Goods. Renewal in a store may incur an additional renewal administration fee.

"RICA" means the Regulation of Interception of Communications and Provision of Communication-Related Information Act, 2002, as amended from time to time.

"SIM Card" is a Subscriber Identity Module, which you get with this Agreement. The SIM Card has your personal number programmed into it to allow you to access the Cell C Network.

"Subscription Fee" means the monthly subscriber charge payable by you to us. Our charges are set out in a Tariff Plan.

"Tariff Plan" means the various tariff (cost) plans published by us setting out:

- (a) our charges to you for our Services;
- (b) your rights to renew your contract;
- (c) any billing increase;
- (d) any Inclusive Benefits; and/ or
- (e) any other service whether we charge you for those other services or provide these other services as part of the Subscription fee incorporated into the Tariff Plan. (Our Tariff Plans are available on Cell C's website at (<http://www.cellc.co.za>) or at any of our stores).

"Usage Charges" means the amount you will need to pay us in addition to the Subscription fee for using our Services supplied either to you and/or any other person you have allowed to use our Services.

"we", "us" and "our" refers to Cell C Service Provider Company Proprietary Limited.

"Working Day" means a day other than a Saturday, a Sunday or a South African public holiday.

"you" and "your" refers to the person (subscriber) whose particulars appear on the Application plus your successor or authorised representative (if applicable).

- 2.2. In this Agreement, if we use a singular word it can include the plural, a word of any gender includes the other genders and if we refer to an 'entity' it includes any entity that is seen in law as a separate legal person, such as a company, body corporate, a partnership, an association, and a trust, if it make sense to do so.

3. WHEN DOES THIS AGREEMENT BEGIN?

- 3.1. By making your Application to use our Services, you offer to enter into an agreement with us for the supply of our Services.
- 3.2. If you are first signing up with us, this Agreement will begin and be binding on you and us when we:
- 3.2.1. accept your Application; and
- 3.2.2. activate your SIM Card as soon as reasonably possible on the Cell C Network so you may use our Services.

- 3.3. If you are renewing your contract with us, the Renewal Period will begin the day after the previous Contract Period has expired, or otherwise directed by us. The Renewal Period and the Tariff Plan or Charges applicable will only begin if the renewal is accepted by us.

- 3.4. Once you sign the Application form and these terms and conditions you must comply with your obligations under this Agreement and you will be bound by the terms of this Agreement.

4. HOW LONG IS THE TERM OF THIS AGREEMENT?

- 4.1. If this Agreement is not cancelled during the Contract Period or on expiry of the Contract Period and is not renewed, then this Agreement will run for the Contract Period and then on a month-to-month basis until the Agreement is cancelled.

- 4.2. We will notify you any time between 40 and 80 Working Days before your Agreement will come to an end. In this notice, we will tell you the following:

- 4.2.1. the date when the Agreement will end;
- 4.2.2. any changes that will apply to the Agreement if the Agreement is renewed for a further period or will continue after the expiry of the Agreement. These changes will have to be accepted by you; and
- 4.2.3. your right to cancel or renew the agreement. If you don't cancel or renew the Agreement, the Agreement will continue on a month-to-month basis.

- 4.3. You may at any time during the Contract Period cancel this Agreement by giving us 20 Working Days' written notice or notice in any other recorded form of your intention to cancel this Agreement.

- 4.4. If you have selected a month-to-month contract in your Application and have not been supplied with any Goods, all references to Goods in these terms and conditions will not apply to you.

5. OUR SERVICES

- 5.1. We will take all reasonable steps within our control to make our Services available to you at all times in line with the terms and conditions of this Agreement.

- 5.2. Our Services are only available within the range of base stations that make up the Cell C Network and the signal may vary according to where you are at the time.

- 5.3. Although we take all reasonable measures to ensure that our Services are offered to you on a consistent and continuous basis, we cannot always guarantee a continuous fault free service.

- 5.4. The quality and availability of our Services may sometimes be affected by factors such as:

- 5.4.1. local physical obstructions;
- 5.4.2. bad weather;
- 5.4.3. other causes of radio interference;
- 5.4.4. the features or functionality of your particular Goods;
- 5.4.5. damaged Goods; or
- 5.4.6. the number of people trying to use the Cell C Network at the same time, for instance in a national emergency, or if there are faults in other electronic communications networks to which the Cell C Network is connected.

- 5.5. You understand and agree that the SIM Card and the MSISDN number allocated to you may (if it becomes necessary) be changed by us.

6. YOUR RESPONSIBILITIES

- 6.1. **In return for the provision of our Services you agree to pay us:**
- 6.1.1. **the once-off SIM Card fee, the Connection fee, an administration fee, the price of any Goods supplied including any accessories stated in the Application, on or before the date this Agreement begins or is renewed. If you are renewing your Agreement with us, you will not have to pay the Connection fee or SIM Card fee again, but will need to pay a reasonable administration fee for the processing of your renewed contract;**
- 6.1.2. **the monthly Subscription fee, and Goods fee (if applicable) which is billed to you in advance. The Subscription fee that you pay at the end of a month is for the next month's services. If you enter into this Agreement on a post-paid price plan or Tariff Plan, the first month's Subscription fee and Inclusive Benefits will be pro-rated;**

- 6.1.3. **the total Usage Charges, which may include any charges for using our Services including calls that you make, SMSs and MMSs you send and data that you use during that month, which will be billed at the end of the month in which you have used our Services;**
- 6.1.4. **International Roaming Charges (if applicable, i.e. when international roaming is activated). Please note that Inclusive Benefits and the Monthly Usage Limit do not apply to international roaming and you remain liable for all calls made and received, SMS and MMSs sent and received, as well as for all data used. There may be a delay of up to 3 (three) months before the International Roaming Charges are billed to you as we have to wait for the relevant foreign network to provide the necessary information to us;**

- 6.1.5. **the charges for any additional services which you used; plus**
- 6.1.6. **VAT or other taxes and/or duty that must by law be added to any prices and charges contained in this Agreement and/or contained in any Tariff Plan and/or contained in our Price List.**

- 6.2. **Payments must be:**
- 6.2.1. **made on or before the due date set out on the invoice we issue to you;**
- 6.2.2. **of the total amount you owe us as set out on the invoice issued to you and you may not deduct any amount which we might owe you or which you claim is owed by us;**
- 6.2.3. **made by direct debit order against your valid bank account or your credit card account or against the account of another named person (a "Third Party") who has given their consent to pay on the Application, or by any other means previously agreed by us in writing. If the debit order fails for any reason, we have the right to subsequently use any legal means available to us (including early debit order facilities) to recover any and all amounts owing to us, and/or you agree and understand that we have the right to change your selected debit order date on notice to you.**
- 6.2.4. **It is your responsibility to make sure that you have given us your correct banking details. If your banking details change for any reason, you must notify us of the change so that we can update our systems. You understand and agree that we cannot be held liable for any charges, damages or loss, if you do not notify us to change your banking details within a reasonable period. [This means that you must accept any loss that results from you failing to tell us of a change of bank details.]**

6.3. Other payment issues

- 6.3.1. We have the option to require you to pay a reasonable refundable amount as a deposit if:
- 6.3.1.1. we activate any SIM Card or any value added services that we supply to you; or
- 6.3.1.2. you default on any payment to us (we will give you written notice to pay a deposit if you default on payment).
- 6.3.1.3. If we require you to pay a deposit in terms of clause 6.1.1, you will be required to pay such deposit immediately before we provide you with your Goods. The deposit amount will be calculated with reference to our credit vetting rules and procedures and subject to clause 10.11.5 will be refunded to you either during the Contract Period or at the end of the Contract Period, provided that all amounts due to us have been paid.

- 6.3.2. If you do not pay us on time, if you breach this Agreement or if you do not pay us the requested reasonable deposit amount, then we may suspend our Services until you have paid the deposit or any outstanding amounts owing to us.

- 6.3.3. We have the option of changing any of our Charges from time to time by means of publishing an amended Tariff Plan and by informing you in writing of these changes. We will notify you at least 20 Working Days before we vary our Charges and you will have the option to cancel the Agreement.

- 6.3.4. You have 30 calendar days from the date of each invoice that we issue to you to query any amounts on that invoice. If you do not raise a query within 30 calendar days, then you will be assumed to have accepted the invoice as correct.

- 6.3.5. **Even if you do not receive your invoice/s for any month/s you must pay all outstanding charges on the due date. Please notify us as soon as you realise that you have not received your invoice so we may take steps to assist you with this and advise you of the amount due. It is your responsibility to make sure that you have given us your correct address details (whether electronic or physical). If your address details change for any reason, you must notify us of the change so that we can update our systems. You understand and agree that we cannot be held liable for any charges, damages or loss, if you do not notify us to change your address details within a reasonable period. [This means that you must accept any loss that results from you failing to tell us of a change of address details.]**

- 6.3.6. You agree and understand that Cell C will process a debit order payment for the pro-rata Subscription fee in respect of the first month of the Contract Period and for any applicable Connection fee or once off SIM card fee.

7. SIM CARDS AND GOODS

- 7.1. You are responsible for the safekeeping of your Goods, including your SIM Card and you agree to notify us immediately if your Goods and/or SIM Card have been lost or stolen. You accept all risks associated with your Goods, including the SIM Card (from the date of delivery).

- 7.2. We remain the owner of any Goods supplied by us to you until this Agreement comes to an end. Ownership of the Goods will then pass to you if you have paid all amounts due to us by you in terms of this Agreement. This requirement may be waived in writing by us.

- 7.3. Any Goods supplied by us to you which do not function properly or are defective or faulty because of its design, material or workmanship may be covered by a warranty provided by the manufacturer or relevant legislation for the period stated by the manufacturer or legislation.

- 7.4. **We do not warrant any Goods or accessory which has been damaged due to water (including dropping Goods in water, damage to Goods due to perspiration and humidity), disassembled, physically altered, permanently installed, affixed, attached, joined or added to, blended or combined with, or embedded within, other goods or property.**

- 7.5. Once you return Goods on the basis that it is faulty, we will comply with our repairs, replacement and refunds policies.

- 7.6. You agree and understand that you may forfeit and lose any applicable warranty if you use another SIM card (other than the SIM Card issued by us in terms of this Agreement) in your Goods.

- 7.7. **You understand and agree that this Agreement will not come to an end if your Goods, including the SIM Card issued to you are lost, stolen or damaged. You remain liable and must continue to pay all Charges.**

8. INCLUSIVE BENEFITS

- 8.1. Where any Tariff Plan provides for Inclusive Benefits and you do not use all these Inclusive Benefits within the billing period in which they originally accrued, then those unused Inclusive Benefits may be carried over for a reasonable period, to be advised by us from time to time (the "Carry-Over Period").
- 8.2. Any unused Inclusive Benefits will expire after the Carry-Over Period.
- 8.3. On cancellation of this Agreement for any reason, any unused Inclusive Benefits will be forfeited and you will have no claim against us in respect of such unused Inclusive Benefits. It is your responsibility to ensure that any unused Inclusive Benefits are used up prior to cancellation.

9. DISCOUNTS AND PROMOTIONS

Unless we advise otherwise, any discount, promotion or additional benefit that is offered and/or provided to you as part of this Agreement, will only be applicable during the initial Contract Period and will not apply in the event that: the initial Contract Period has expired and the Agreement is running on a month-to-month basis; or you migrate to another package (other than the package you initially activated); or the Agreement is renewed or cancelled.

10. WHAT HAPPENS IF YOU DO NOT COMPLY WITH THIS AGREEMENT?

- 10.1. What happens if you don't pay us on time?
- 10.1.1. If you do not pay all amounts due to us on or before the due date for payment then, subject to clause 10.2, we will deliver a notice to you and may:
- 10.1.1.1. charge interest on the overdue amount at the interest rate notified to you and calculated from the due date of payment to the date of actual payment to us;
- 10.1.1.2. take action in terms of clause 10.2;
- 10.1.1.3. inform any credit bureau of your payment default;
- 10.1.1.4. suspend our Services;
- 10.1.1.5. use the reasonable deposit amount paid by you in terms of clause 6.3.1 to recover amounts owing to us (if applicable);
- 10.1.1.6. blacklist the Goods supplied to you in terms of clause 19; and/or
- 10.1.1.7. hand-over your account to external debt collection agencies or attorneys.
- 10.1.2. We will notify you before we suspend our Services. If our Services are suspended, you may cancel the Agreement in terms of clause 3 and clause 10.3.
- 10.1.3. If you have an arrangement where a Third Party pays any charges on your behalf and the Third Party has insufficient funds in their account to cover the amount owing to us, we have the right to debit your bank account for any shortfall. If neither you nor the Third Party pays any outstanding amounts owing to us, the provisions of clause 10.2 will apply.
- 10.1.4. We are entitled to charge you an administration fee which you agree to pay if any debit order or other form of payment is returned to us unpaid or if your credit card payment is rejected or insufficient payment is received for whatever reason, unless it is due to our own fault. The administration fee will include the bank charges, bank administration fees and other charges and fees that we will have to pay.
- 10.2. When may we cancel this Agreement?
- 10.2.1. If you commit a breach of any of the terms and conditions of this Agreement and you remain in breach for a period of 20 Working Days after delivery of a written notice of breach to you by us requesting that you remedy the breach, we will be entitled to immediately:
- 10.2.1.1. cancel this Agreement;
- 10.2.1.2. charge you for the use of our Services up to the date of cancellation;
- 10.2.1.3. charge you all Charges outstanding for any of our Services (including your Subscription fee) which would have continued for the Initial Contract Period or Renewal Period;
- 10.2.1.4. charge you for the outstanding value of the Goods supplied to you on the date of cancellation of the Agreement; and
- 10.2.1.5. blacklist the Goods in terms of clause 19; and
- 10.2.1.6. claim damages.
- 10.3. What happens if you cancel this Agreement?
- 10.3.1. If you cancel this Agreement before the expiry of the Contract Period or the Renewal Period, then you will be liable to us and undertake to pay us on demand:
- 10.3.1.1. a reasonable cancellation penalty in respect of any of our Services which would have continued for the remaining contract period;
- 10.3.1.2. the outstanding value of the Goods on the date of cancellation of the Agreement; and
- 10.3.1.3. the outstanding Subscription fees and Usage Charges which have been billed but not yet paid by you.

11. WHEN WE MAY CANCEL THIS AGREEMENT FOR OTHER REASONS

If Cell C's Licence is cancelled, terminated or amended or if the Cell C Network remains unavailable for a continuous period of 60 days we may terminate this Agreement on written notice to you. We will not charge you a cancellation fee if we cancel the Agreement for these reasons.

12. SUSPENSION OF OUR SERVICES

- 12.1. Our Services may be suspended by disconnecting your Goods and/or your SIM Card from the Cell C Network, if:
- 12.1.1. the Cell C Network fails, or becomes temporarily unavailable due to any modification and/or upgrade and/or maintenance and/or circumstance beyond our control;
- 12.1.2. you fail to comply with any of the terms and conditions of this Agreement;
- 12.1.3. you at any time exceed any credit limit or Monthly Usage Limit imposed by us on written notice to you; or
- 12.1.4. you use our Services unlawfully, or if you unlawfully tamper with or modify your Goods, including your SIM Card.
- 12.2. You will continue to be liable for payment of your Goods and Subscription fee during any suspension period.
- 12.3. We are entitled to charge you a reasonable administration fee if our Services are suspended and have to be reconnected.
- 12.4. You will still be able to call Cell C's emergency response centre free of charge in the event of an emergency.

13. LIMITATION OF OUR LIABILITY

- 13.1. Neither we nor Cell C will be liable to you for any liability, loss(es) and/or damage and/or cost or expense whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit and/or or loss of anticipated savings suffered by you due to:
- 13.1.1. any reasonable suspension, termination or temporary unavailability of the Cell C Network, or any of our Services, or any unavoidable delay in the performance of our Services;
- 13.1.2. any change in your Cellphone number if we are obliged to do so in terms of law, or if you or your authorised representative requests us to change your Cellphone number; or
- 13.1.3. the Porting of the Cellphone number.
[This clause means that we do not owe you any of your losses if our Services are suspended, terminated or unavailable for any reason that you should reasonably expect from that service, or if we have to change your Cellphone number, or if you ask us to Port your number, or if there is any reasonable delay in doing so.]
- 13.2. In the event that we become aware of any suspension, termination or temporary unavailability of the Cell C Network, or any of our Services, or any unavoidable delay in the performance of our Services, we will make reasonable attempts to give you timely notice of such suspension, termination, temporary unavailability or unavoidable delay.

14. INTELLECTUAL PROPERTY RIGHTS

Nothing in this Agreement is a licence or transfer to you of any of our rights including copyright and/or trademarks relating to the name Cell C, our Services or the SIM Card (including any software or firmware incorporated in the SIM Card).

15. MOBILE NUMBER PORTABILITY (If applicable)

- 15.1. You agree and understand that the services, any third party services and any service credits provided to you by the other Electronic Communications Network Provider or Electronic Communications Service Provider are not transferable to us and that you will in turn only have access to our Services as provided for and defined in this Agreement.
- 15.2. You agree and understand that you have to pay all outstanding amounts due to the other Electronic Communications Network Provider or Electronic Communications Service Provider. We are not responsible for paying any amounts to the other Electronic Communications Network Provider or Electronic Communications Service Provider.
- 15.3. You agree and understand that you remain liable to pay all amounts due to us in the event that you want to Port your Cellphone number to another Electronic Communications Network Provider or Electronic Communications Service Provider. In the event that you Port your Cellphone number the provisions of the Number Portability Regulations will apply.

16. RICA

- 16.1. RICA is applicable to our Services and to you in terms of this Agreement and:
- 16.1.1. in terms of RICA, we are required to be satisfied as to your identity which includes getting a copy of your ID and proof of your physical address from you;
- 16.1.2. we will not activate your SIM Card until all your details as required by RICA have been properly registered with us;
- 16.1.3. we may be required to disclose the information relating to you in accordance with RICA, to a law enforcement officer on receipt of a directive issued in terms of RICA;
- 16.1.4. you must immediately report any loss, theft or destruction of your SIM Card and/or Goods to the police, otherwise you will be committing an offence and will be liable to a fine or imprisonment; and
- 16.1.5. if you transfer your SIM Card to another person (other than a family member or a dependant of yours) then you must register that the details of that person with us under RICA or you will be liable to a fine or imprisonment.

17. USE OF YOUR PERSONAL INFORMATION

- 17.1. You warrant and guarantee that all personal information supplied by you to us in the Application is true and correct.
- 17.2. You agree to immediately inform us in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to us.

- 17.3. As and when necessary, you consent to us obtaining, using, storing and/or disclosing your personal information provided to us as follows:

- 17.3.1. 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 we accept this Agreement) and for fraud prevention purposes and in order to process any payment transactions necessary for and relative to this Agreement;
- 17.3.2. to attorneys and/or debt collection agencies if you breach this Agreement;
- 17.3.3. to our 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 our Services to you;
- 17.3.4. to consumer research companies for the purposes of conducting research on improving our Services;
- 17.3.5. for the purposes of us publishing a directory containing the name, address, details and the applicable Cellphone number of our subscribers; and
- 17.3.6. for the purposes of us informing or sending information to you about any new services or products offered by us and/or by any of our agents and/or consultants and/or trade partners which we consider may be of interest to you. We will comply with the direct marketing provisions of the Consumer Protection Act, 68 of 2008 ("CPA") and the CPA regulations, including the provisions relating to the direct marketing registry.
[In this clause you consent to us using your private information for all the purposes set out in clauses 17.3.1 to 17.3.6.]

- 17.4. You are entitled to withdraw your consent to us using your personal information under clauses 17.3.5 and 17.3.6 above on written notice or notice in any other recorded form to us. In the event you decide to withdraw your consent we will not be able to use your information for the purposes listed under clauses 17.3.5 and 17.3.6 to the extent that you withdraw your consent from the date we receive your withdrawal notice.

- 17.5. We will not disclose your personal information to any other person or institution other than as stated under clause 17.3, or where we are compelled to do so in terms of the Licence and/or any law and/or in terms of a court order.

18. MONTHLY USAGE LIMIT

- 18.1. Where we implement a Monthly Usage Limit (either at your request or by our choice), then the chosen Monthly Usage Limit will be calculated in accordance with our billing cycle.
- 18.2. When you reach 70% of the Monthly Usage Limit, we will make reasonable efforts to send you an SMS advising that your Monthly Usage Limit has almost been reached.
- 18.3. If the Monthly Usage Limit is reached then we are entitled to use all reasonable efforts to prevent you from making further use of our Services, except for calls to emergency services numbers namely 140, 112 and for accessing your voice mail box.

- 18.4. The Monthly Usage Limit cannot be applied when you are using your Cellphone or other Goods outside the borders of South Africa (also called "international roaming") as we may not receive information relating to International Roaming Charges during the period that international roaming is activated in a timely manner. You may reach your Monthly Usage Limit before we have had a reasonable opportunity to either notify you that you are nearing your Monthly Usage Limit or to impose the limit to prevent you from incurring additional International Roaming Charges. International Roaming Charges, including data charges, can lead to extremely high charges in a short period. We advise that you do not use data while you are roaming outside the borders of South Africa unless you are aware of the necessary data charges. You will remain liable for all International Roaming Charges, which include charges for all calls made and received, SMS sent and received, as well as all data used.

- 18.5. You accept that we cannot guarantee to implement the Monthly Usage Limit and you remain responsible to pay for all Usage Charges spent on your SIM Card over and above the Monthly Usage Limit regardless whether or not we implement the Monthly Usage Limit.

19. BLACKLISTING

- 19.1. If your SIM Card and/or Goods are lost or stolen during the Contract Period or any Renewal Period then you must tell us immediately so that we can protect your interests and blacklist your Goods from further use and/or block the use of your SIM Card. You will remain liable for all Charges for our Services until you have asked us to block further use of your SIM Card and/or Goods. You will not be liable for any Usage Charges incurred by any unauthorised person after you have requested us to block your SIM Card and/or Goods.
- 19.2. We agree to blacklist the use of your SIM Card and/or Goods on the Cell C Network and to notify the other Electronic Communications Network Providers of such blacklisting, only on the basis that you agree to indemnify us in respect of any liability, claim, costs or expenses which may be made against us by you or by any other person or organisation as a result of such blacklisting. [This clause means that if you ask us to block or blacklist your SIM Card or Goods you cannot claim any loss from us and you must pay us any amount we have to pay anyone else because of it.]

- 19.3. We may charge you a reasonable fee for the blacklisting in terms of this clause and for the removal of the Goods from the blacklist.

20. GENERAL

20.1. Notices

- 20.1.1. All legal notices given in terms of this Agreement will be in writing and all notices may be sent to the address(es) specified in the Application form. Any change in your address will only be effective if and when we receive written notification of your change of address.

- 20.1.2. We will deliver certain notices to you by SMS.

- 20.1.3. Notices that do not negatively affect you, will be delivered and will be considered as received:

- 20.1.3.1. if delivery is by hand, then on the date of delivery;
- 20.1.3.2. if delivery is by fax, then within 24 hours of transmission of the fax;
- 20.1.3.3. 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.

- 20.1.4. Any legal notices given by us 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.

20.2. Transfer of rights and obligations

- 20.2.1. You must not do any of the following at any time without our permission and we will not unreasonably withhold our permission:
- 20.2.1.1. transfer / cede any of your rights under this Agreement to any other entity or person; or
- 20.2.1.2. transfer / delegate or hand-over any of your obligations or responsibilities under this Agreement to any other entity or person.

- 20.2.2. To the extent that this is allowed by law, you agree that we can at any time do any of the following without your permission:
- 20.2.2.1. transfer any of our rights under this Agreement, to any one or more persons or entities; and/or
- 20.2.2.2. transfer / delegate or hand-over any or all of our obligations or responsibilities under this Agreement to any one or more persons or entities.

20.3. Extensions of time and indulgences

If we give you any leeway, or extension of time or other indulgence, it will not prevent us from enforcing any of our rights in the future, without notice, and requiring your strict and timely compliance with each term and condition of this Agreement.

20.4. Unenforceable provisions

If any term of this Agreement is unenforceable, illegal, void, or contrary to public policy then it will be deleted from this Agreement. The rest of this Agreement will however remain binding and in full force.

20.5. Amendments

We are entitled on written notice to you (which notice may be sent via SMS), to change the terms and conditions of this Agreement if necessary because of any new and/or amended law, tax, regulation and/or any change in the terms and conditions of Cell's Licence and/or any change in our Tariff Plan or our Services. We are further entitled on written notice to you (which notice may be sent via SMS), to change the terms and conditions of any of our Services. If we change the terms and conditions, we will notify you of such amended terms and conditions and you will be able to view the amended terms and conditions of the Agreement and our Services on www.cellc.co.za. If you do not agree to the amendments, you may cancel the Agreement by giving 20 Working Days' written notice of cancellation in any recorded form, but the notice must be given within 5 Working Days of the date you get notice of any change.

20.6. Whole agreement

Except for our right to change this Agreement described in clause 20.5 above, this is the whole agreement between you and us and no amendment, deletion or addition will be valid unless it is stipulated in writing and agreed to by both parties.

20.7. Legal Costs

To the extent allowed by law, if we elect to take any legal action against arising from breach of any terms and conditions of this Agreement where we have to hire the services of an attorney and/or advocate and/or tracing agent then you will be liable in respect of all relevant legal cost(s) and/or expense(s) incurred on the appropriate scale.

20.8. Warranty and Indemnity

You warrant that you have the necessary rights to enter into this Agreement and you undertake to indemnify us against any liability, claim, damage or loss that a third party might have arising out of this Agreement if you do not have the necessary rights. [This clause means that if you do not have authority to sign this Agreement you will be personally liable to us for any loss that results from your lack of authority.]

20.9. Evidence

A computerised account or a certificate signed by a manager of ours (whose authority we need not prove) will be proof on the face of it of any amount due by you to us in terms of this Agreement. You are entitled to challenge the correctness of any such certificate if you want to do so.

20.10. Resolving disputes

- 20.10.1. Any dispute relating to this Agreement can be resolved in accordance with our 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 our Cell C's stores.

- 20.10.2. Despite the above, you can refer any unresolved dispute between you and us to the National Consumer Commission established under the Consumer Protection Act, 2008, or to ICASA.

- 20.10.3. Nothing in this clause prevents you from taking legal action against us.