# PORT REQUEST

Reg. No. 2001/008017/07 - Vat Reg: 4320194998



THE POWER IS IN YOUR HANDS

**CELL**©

By signing this port request form I, in the capacity stated below, confirm that I have requested that the MSISDN numbers listed below (the "Number/s") be ported to Cell C (Pty) Ltd 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 (Pty) Ltd when my Number/s are ported;
- That the services offered by Cell C (Pty) Ltd 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 (Pty) Ltd and will be lost;
  That although Cell C (Pty) Ltd will endeavour to port my Numbers on the date specified by me below, the actual porting date cannot be guaranteed and Cell C (Pty) Ltd 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.

PART A: (TO BE COMPLETED WHERE ACCOUNT HOLDER IS A NATURAL PERSON)	
Details of person requesting port:	
Full Names:	Identity Number:
Number/s to be ported to Cell C (Pty) Ltd (should there be insufficient space, please fill in the numbers on a separate sheet, sign the sheet and attach it to the form.)	
Account number with current service provider or network operator (as applicable).	
The date you would like the Number/s to be ported (porting date must be within 31 days from the date you sign this form and will be confirmed by SMS.)	
Your signature:	Date:
If person requesting port is <b>not the account holder</b> , the following should be completed by the account holder:	
Account holder's full names:	
Account Holder's Identity Number:	Account Holder's Signature
PART B: (TO BE COMPLETED WHERE ACCOUNT HOLDER IS A CORPORATE, THAT IS COMPANY, CLOSE CORPORATION OR TRUST AND SIGNED BY DULY AUTHORISED PERSON)	
Name of corporate account holder:	Registration Number:
Details of person requesting port:	
Full Names:	Identity Number:
Number/s to be ported to Cell C (Pty) Ltd (should there be insufficient space, please fill in the numbers on a separate sheet, sign the sheet and attach it to this form.)	
Account Number with corporate account holders current service provider or network operator (as applicable)	
The date you would like the Number/s to be ported (porting date must be within 31 days from the date you sign this form and will be confirmed by SMS.)	
Your signature:	Date:
If person requesting port is <b>not duly authorised to sign on behalf of the corporate account holder</b> , the following should be completed by the authorised person:	
Full Names:	Identity Number:
Signature: Capaci	ity in which you are signing on behalf of the account holder.
The Account Holder hereby authorises Cell C (Pty) Ltd to port the Number/s listed above to Cell C (Pty) Ltd. Should you have any queries regarding your port please contact Cell C's Mobile Portability Hotline on 084 PORT 2 US (084 767 8287) and follow the voice prompts.	



# ANNEXURE A - TERMS AND CONDITIONS

# DEFINITIONS

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### WHEN DOES THIS AGREEMENT BEGIN? **2**. 2.1

- to enter into an agreement for the Your application is understood to be an other to us to enter into an agreement for provision of our services. If you are: First signing up with us; this agreement will begin and be binding on us when we: accept your application; and activate your SIM card on our network

- activate your SIM card on our network Renewing your contract with us: this agreement will begin on the date that your contract is accepted by us. For your understanding, the new subscriber agreement, together with the tariff plan or charges applicable to the new subscriber agreement (which you enter into with us when uggrading) shall be effective from the expiry of the Minimum term or the date on which your application to Upgrade is accepted. It is understood and agreed that that you are bound by the terms of this agreement from the date that you sign this application.

# WHAT IS THE TERM OF THIS AGREEMENT? 3. 3.1 3.1.1

- If you selected if you selected the selected sel
- may at any time during the period of this contract (if we elect to do so) termin agreement by giving you 30 calendar days' written notice of our intention to

erminate. n the event we decide to terminate this agreement then you agree to waive ights of recourse and/or any claims or consequences arising there from aga espect of said termination.

# PROVISION OF OUR SERVICES

- What we aim to provide in South Africa? We will do our best to take all reasonat reps within our control to make our services available to you at all times subject he terms and agreements of this agreement. **4**.
- 411 Our services are only available within the range of the base stations that make up our
- Due to certain circumstances beyond our control we cannot always guarantee a fault
- 4.1.3
- 414
- is connected. Overage maps are considered to be a best estimate however they are not overage maps are considered to be a guarantee of the quality of the service coverage which may at times vary from location to location. Ou acknowledge and agree that the SIM card and the MSISDN allocated to you may if the becomes necessary) be altered by us.

# YOUR RESPONSIBILITIES

- **5**. 5.1 5.1.1 In return for the provision of our service, you agree to pay us: the SIM card fee, the connection fee, the price of the Cellphone (where applicable) including all accessories thereto (where applicable) on or before the date this
- 5.1.2 5.1.3 5.1.4
- Including all accessories thereto (where applicable) on or before the date this agreement begins; including the splicable) which are billed monthly in advance; the C-Cover charges (where applicable) which are billed monthly in advance; the total usage charges that you generate during each billing period and which are billed monthly in arrears; the charges for any additional service(s) which are billed monthly in arrears plus any/ the charges for any additional service(s) which are billed monthly in arrears plus any/ and otherges our priced in this agreement and/ or contained in any tariff plan and/or Periments must be list.

- and charges commands in this agreement and/ of commande in any term pain and/or combined in our price list. Payments must be: Made up of all amounts due to us as set out in the invoice(s) issued to you. Made on or before the due date set out on the invoice(s) issued to you. Made by direct debt order against your current account and / or your credit card account and / or against the account of all on your predict and account and / or against the account and in your your remains previously agreed by us in writing; and free of exchange and be without deduction or set-off. What happens it you don't pay us on time? If you do not pay any/ all amounts due to us on or before the due date for payment (as indicated to you) then was entitled at our discretion to: a) charge interest on the overdue amount at the interest rate calculated from the due date of payment to the date the actual payment is credited to us; b) fake action in terms of clause 7 of this agreement and / or c) inform any respective credit burea(s) of your payment default If payment is to be made by a third party and the third party has insufficient funds

In their account to cover your debit then we reserve the right to debit your account in respect of any shortfall in payment due and owed by you. In the event that neither the third party nor you can pay any outstanding amounts owing to us; the provisions of clause 5.3 and 7 shall apply. We are entitled to charge you an administrative fee which you agree to pay in the event that any debit order or other form of payment is returned to us unpaid and/or if your credit card payment is rejected or insufficient payment is received for whatever reason.

- reason. Other payment issues We have the option to require you to pay a deposit in the following instances: before we activate any SIM card or any value added services that we supply to you, 5.4 5.4.1 5.4.1.1

- We fixle the optical to regard to be yet a begoin in the containing accurate the before we activate any SIML card or any value addle services that we supply to you. Or if you default on any payment to us, by giving written notice to you to do so. In addition to our rights under clauses 53 and 7, if you decline to pay us the requested deposit amount then we are entitled to suspend activation of your SIM card or value added services until you have paid and we have received the relevant deposit. We shall only integriting the services of the term of the services of the service of the services of the service of the service of the services of the services of the service of the services of the service of the services of the services of the service of the service of the services of the serv

## SIM CARDS AND CELLPHONE **6**.

- 6.2
- SIM CARDS AND CELLPHONE We will remain the owner of any Cellphone sold by us to you until the expiration of this agreement. Thereafter, ownership of the Cellphone will revert to you subject to the provision that you have paid all amounts due to us by you on terms of this agreement. This requirement may be waked if the parties agree to it in writing. We will remain the owner of any SIM cards supplied by us to you for the duration of this agreement. Thereafter, we have the right to claim back any SIM cards supplied to you in terms of this agreement. Any Cell Phone supplied by us to you which 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 Manufacture for the period stated by the Manufacturer. In certain instances an extended period of warranty may be given to you, however the period of this warranty shall not under any circumstances exceed 24 months from the lime the cellphone is delivered to you. The defective cellphone shall however only be repaired if the warranty has not expired and in accordance with the terms of the warranty. Any SIM card supplied by us to you which does not function properly or is defective or paid by cause of its design, material or workmanship wills explaeed by Cell C for a period of up to 3 months from date of activation. You achnowledge that this agreement is not conditional on the functioning of the Cause classifies that the agreement is not conditional on the functioning of the Cause classifies that this agreement is not conditional on the functioning of the Cause classifies that the agreement is not conditional on the functioning of the Cause classifies that the agreement is not conditional on the functioning of the Cause classifies that the agreement is not conditional on the functioning of the Cause classifies that the agreement is not conditional on the functioning of the Cause classifies that the agreement is not conditional on the functioning of the Cause c
- 6.5

# WHAT HAPPENS IF YOU BREACH THIS AGREEMENT?

- **7.** 7.1 7.1.1 When may we terminate this agreement? If you breach any of the terms or conditions of this agreement and remain in breach for a period of Calendar days, after delivery of a written notice (notice of breach) to you by us requesting that you remedy the breach, we will be entitled to immediately others.
- either: a) terminate this agreement, or b) claim specific performance of all obligations, including the immediate payment of all money payable by you to us in terms of this agreement, whether or not said money is due. In event of either (a) or (b) of clause 71.1 above, we reserve the right to claim damage from you that we may have suffered due to your breach of the terms and conditions.
- Trom you that we may have suffered due to your breach of the terms and cond this agreement. When may we immediately terminate this agreement? Without prejudice to our rights under clause 71 herein we may immediately ter this agreement at any time by gving you written notice of said termination if yo a) fail to make payment of any charges due to us on or before the due date; or receive two notices of breach of this agreement within a 12month pend; c) are sequestrated, liquidated, or placed under judicial management, being provisional, or final, or voluntary or computery, or all supply any information on this agreement that is either untrue or of an inco nature.
- nature. A termination according to clause 7.2.1 will be without any prejudice to any claim that we may have against you in respect of any prior breach of this agreement by you. What happens if you/ we cancel this agreement? If you cancel this agreement the without projudice to any other rights or remedies available to us in terms of this agreement of at law.
  - remedies available to us in terms of this agreement or at law: a) You will be liable to us and undertake to pay us on demand, the full subscription fee that would have been payable to us by you for the remainder of the minimum term or renewal term of this agreement, and b) We reserve the right to claim an amount equal to the amount by which the cost of the Cellphone was subsidiased by us to you at the beginning of this agreement (according to clause 2.1 and 2.2 above).

## WHEN WE MAY TERMINATE THIS AGREEM, ENT FOR OTHER REASONS

REASONS for unlease is revoked, terminated or amended or if we terminate any service provider agreement then we may terminate this agreement on written notice to This is without any prejudice to any other rights or remedies available to us in ter-of this agreement or at law and you will have no right to any claim against us for whatsoever nature relevant thereto or anising there from.

# SUSPENSION OF OUR SERVICES

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- **9.** 9.1 SUSPENSION OF OUR SERVICES Our services may be suspended by disconnecting your Cellphone and/ or your SIM card from our network, making both or either inoperable if. Our network fails or becomes temporarily unavailable due to any modification(s) and/ or upgrade(s) and/ or maintenance and/ or circumstance(s) beyond our control. for ub reach any of the terms and conditions of this agreement, or fou at any time exceed any credit limit or monthly limit imposed by us (at our discretion) on written notice to you. fou continue to be liable for payment of the subscription fee during any suspension period.
- 9.1.1
- /e are entitled to charge you an administration fee if our services are suspended due the circumstances under 9.1.2 or 9.1.3 above.

### LIMITATION OF OUR LIABILITY **10**.

- IMITATION OF OUR LIABILITY Ve will not be liable to you for any liability, loss(es) and/ or damage(s) and/ or cost(s) re expense(s) whether direct, indirect and/ or a consequential nature including any ass of income and/ or loss of profit(s) and/ or loss of anticipated savings suffered by
- , due to: breach of this agreement, or any act of omission by us, our employees, our agen any person or persons for whom they are responsible; suspension, termination or temporary unavailability of our network, or any of our 10.1.2
- ervices; iny change in your cellphone number as required by us; or he porting of the cellphone number given to you by us at your request, or nade on your behalf or as a result in any delays in effecting such port.

### **11.** 11.1 INTELLECTUAL PROPERTY RIGHTS

Nothing in this agreement amounts to a license or transfer to you of any of the rights including copyright and/ or trademarks relating to the name Cell C, our services or the SIM cards (including any software or firmware incorporated in the SIM card(s)).

### 12 **RISK TRANSFER**

RISK TRANSFER Gur Cellphone and SIM card used together shall only be covered by C-Cover if: xxpressly set out in a promotion on specified tariff plans applicable to you, and is C-Cover application has been accepted by us or a duly authorised agent of ours fou accept all risks associated with your Cellphone and the SIM card (from the dat of the delivery to you) except for the risks we define and accept to cover C-Over agreement with us. This is conditional upon our acceptance of your C-C application. The set of the set o

to provide an extended warranty for your Cellphone (in the event your application is accepted by us).

MOBILE NUMBER PORTABILITY

bect to the provisions of the number portability regulations and this subscriber agreement are entitled to port if you so choose too. If this agreement was concluded following the tring of your cellphone number (which was given to you by another network or service wide) and the porting in of your cellphone number to us then you accept and agree that service and any applicable service credits provided to you by the other network provider service and are not transferable to us and thout you will num only have access to the vices as provided for and defined in this agreement.

# **14**. 14.1

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16.2

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16.8.2

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**17.** 17.1

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18.3

Evidence

Dispute resolution

BLACKLISTING

GENERAL

ceable provisions

13.

- $\ensuremath{\textbf{RICA}}$  You accept that RICA is applicable to our services in terms of this agree ent and 14.1.1
- that: We will not activate your SIM card until all your details as required by RICA have been satisfactorily registered with us. We will only 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. You must immediately report any loss, theff or destruction of your SIM card and/ or cellphone to the police, otherwise you will be committing an offense. If your SIM card a transferred to another person (other than a family member and/ or dependant of yours) then you must ensure the details of that person are registered with us. 14.1.2
- 14.1.3 14.1.4
  - Both parties (you and us) must abide by all other requirements of RICA 14.1.5

### USE OF YOUR PERSONAL INFORMATION 15

- ion supplied by you to us in the You warant and guarantee that all personal information supplied by you to application is true and correct. You agree to immediately inform us, in writing, if there is any change of wha nature in any of your personal information, including your physical address, 15.2
- Ib.2. You agree to immediately intom us, in writing, if hare is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to us.
  Ib.3. As and when necessary you consent to us obtaining, using and/ or disclosing your personal information provided to us as follows:
  Ib.3. The standard or provided to us as follows:
  Ib.3. The standard or the standard or the standard or other financial to our acceptance of this agreement) and for fraud prevention purposes in order to process any payment transactions necessary for and relative to this agreement;
  Ib.3.3. to our agents and/ or consultants and/ or trade partners and/ or service providers but only to the extent necessary and in order to allow provision of our services to you.
  Ib.3.4. to consumer research companies for the purposes of conducting research on improving our services offered to you in terms of the agreement;
  Ib.3.5. for the purposes of publishing a directory containing the name, address, details and the applicable celliphone number of our subscriber; and
  Ib.3.6. for the purposes of us informing or sending information to you about any new services or products of process of us informing or sending information to you which we

- for the purposes of us informing or sending information to you about any new services or products offered by us (and/ or any of our trade partners) which we consider may be of interest to you. You are entitled to withdraw your consent to us using your personal information (undi clause 15.3 above) on written notice to us. In the event you decide to withdraw your consent, we will not be able to use any of that information for any of the purposes listed under clause 15.3 to the extent of your withdrawal from the date of our receipt of your withdrawal notice. We will not disclose any of your personal information to any other person or institution other than as stated in clause 15.3, or where we are compelled to do so in terms of the license and/ or any law and/ or in terms of a court order. 15.5

GENERAL
Notes
All notices given in terms of this agreement will be in writing and both parties (you
and us) choose our address(es) for all purposes being the address(es) specified in
the application form. Any change in address will be effective if and when we have
received written notification of your change of said address.
Any notes to be delivered by you to us or by us to you will be considered as received
by ether us or you as follow:
If delivery is by hand, then on the date of delivery;
If delivery is by hand, then on the date of delivery;
If delivery is by pre-paid registered post from an address within South Africa, then
within seven calendar days of the date posting.
If delivery is by neal, then when the missage is capable of being retrieved and
processed by the addressee on the information system, or server used by the
addressee on the information system, or server used by the
addressee on the information system or server used by the
addressee of your rights or obligations in terms of this agreement to any other person(s) or organisation(s)
without our written consent. However it is undress which sequences to another
person(s) or organisation(s) without your consent.
Molessee answing ordinary them so the sage terms and any true cade
processing the most obligations in terms of this agreement to another
person(s) or organisation(s)
without our written consent. However it is undressee which we may after to you, will
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or obligations in terms of this agreement to another
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not person the intervent on the indulgences which we may offer to you, will
not person the intervent any of our rights or obligations in terms of this agreement to another

dulgences to leeway, extension of time or other indulgences which we may offer to you, will any way prevent us from enforcing any of our rights in the future, without notice, y requiring your strict and timely compliance with each term and condition of this

Unenforceable provisions If any of the terms of this agreement are unenforceable, illegal, void or contrary to public policy then will be considered to be legally separated from the remainder of this agreement. The rest of this agreement will however remain binding and enforceable and in full force and deffect. Whole agreement This agreement constitutes the whole agreement between both parties (you and us) and no variation, amendment, deletion or addition will be valid unless it is stipulated in writers and rised and are objectived by use

and no variation, amendment, deletion or addition will be valid unless it is stipulated in writing and signed and/ or published by us. Amendments We are entitled on written notice to you, to amend and/ or vary the terms and conditions of this agreement as a consequence of any new and/ or amended lav(s), tat(es), regulation(s) and/ or any changes in the terms and conditions of the license and/ or any change(s) in our tariff plan or our services. Juriadiction You consent to the jurisdiction of any Magistrate's Court regarding any legal action issued by us against you arising from this agreement. In addition you also consent to us issuing proceedings out of the High Court if we choose to do so. Leaal costs

us issuing proceedings out of the High Court if we choose to do so. Legal cost: If we elect to take any action against you arising from breach of any terms and conditions of this agreement wherein we have to hire the services of an atome and/ or advocate and/ or tracing agent then you will be liable in all respect of a relevant legal cost(s) and/ or expense(s) incurred on the applicable scale. Warranty and Indeminty You warrant that you have the necessary rights to enter into this agreement and agree to indeminfy us against any liability, claim, damage or loss that a third pa might have arising out of this agreement. Evidence

Evidence A computerised account or certificate signed by a Manager of ours (whose authority does not need to be proved) will prima facie (face value) proof of any amount due by you to us in terms of this agreement.

Dispute resolution All disputs relating to the provisions of this agreement will be resolved in accordance with the applicable Customer Code of Conduct a copy of which is available on our website namely www.cell.co.zw You are entitled to refer any unresolved disputs between you and us to ICASA or to the DTI (Department of Trade and Industry) Consumer Affairs Committee.

MONTHLY LIMIT OPPTION (SUBJECT TO AVAILABILITY) Where we implement a monthly limit (either at your request or by our choice), then the chosen monthly limit will be calculated: in accordance with our billing cycle, and shall include usage charges (if the monthly limit is reached then we are entitled to utilise reasonable efforts in order to prevent you from making further use of our services except however for calls to emergency service numbers manely 140, 112 and for accessing your volcemail box. You accept that we cannot guarantee to implement the monthly limit and that you remain liable to is for all usage charges incurred on your SIM cand over and above the monthly limit regardless whether or not we implement the said monthly limit. The monthly limit option is not available to subscribers with international rearning or any other international calling service.

BLACKLISTING If your SIM card and/ or cellphone are lost or stolen then you agree without fail to inform us immediately so that we can protect your interest and blacklist fits/ their further use. You will however remain liable for all charges relating to the provision of our services in terms of this agreement until we block further use of your SIM card and/ or Cellphone. We will agree to your request to blacklist the use of your SIM card and/ or Cellphone on our network and to notify the othern network providers of such blacklisting on condition 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(s) or organisation(s) as a result/ consequence of said blacklisting. If you default in any of your obligations to us in terms of this agreement (and that said Cellphone will remain our properly according to clause 6 Jaeove) in order to prevent its further use. In addition you agree to indemnify us in respect of any liability, consequence of the blacklisting.

MONTHLY LIMIT OPTION (SUBJECT TO AVAILABILITY)