

Cell C Home Connecta Fibre Month-to-Month Standard Terms and Conditions

Last Update: July 2024

1. Introduction

- 1.1. By your (**you** or **customer**) use of the Cell C Home Connecta Fibre services, you agree to be bound to the Terms and Conditions (**T&Cs**) set out herein.
- 1.2. All standard terms and conditions of Cell C Limited and Cell C Service Provider Company Proprietary Limited (together, "**Cell C**"), which terms and conditions can be found at: <https://www.cellc.co.za/cellc/terms-conditions>, apply to the services rendered by Cell C. These T&Cs must be read together with all other the terms and conditions.
- 1.3. In terms of Section 49 of the Consumer Protection Act 86 of 2009, your attention is specifically drawn to all clauses which are printed in bold which, amongst others:
 - 1.3.1. contain a limitation of risk or liability of Cell C and/or its group of companies;
 - 1.3.2. constitute an assumption of risk or liability by you;
 - 1.3.3. constitute an indemnification of Cell C and/or its group of companies, or
 - 1.3.4. is an acknowledgement of fact by you.

2. Cell C Home Connecta Fibre

- 2.1. The Cell C Home Connecta Fibre is provided to you by Cell C in partnership with local Fibre Network Operators ("**FNO**") providing a fibre network on an open access model.
- 2.2. Cell C 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. Cell C provides no guarantee or warranty over the fibre lines or CPE which are owned by the FNO.
- 2.3. Cell C Home Connecta Fibre includes:
 - 2.3.1. uncapped fibre internet connectivity; and
 - 2.3.2. a Wi-Fi router Valued at approximately R719.00 (Inc. VAT), subsidized by Cell C and subject to a pro-rated claw back.
- 2.4. Subsidized installation and connection are limited to the standard installation and connection provided by the FNO. Any additional requirements outside of the standard installation and connection will be for the Customer's account. The recoverable costs for the fibre installation and connection per FNO will be as follows;

Recoverable Item	Clawback Amount (excl. VAT)
Connection fee	R684.20
Installation costs	R 1,216.71

- 2.4.1. Notwithstanding 2.4 above, installation and / or connection costs may be clawed back in the event that the customer cancels the service any time after installation and / or connection have been concluded by the FNO.

- 2.4.2. Free installation & connection will apply with the exception of FibeSuburb Network, Purple Forest Network & Waterfall Access Network who will invoice the customer directly, therefore the customer will be liable for the installation fee directly with the FNO's mentioned.
 - 2.5. You shall complete and application for the provision of Cell C Home Connecta Fibre, which application shall be considered and determined upon by Cell C.
 - 2.6. Should your application for Cell C Home Connecta Fibre be successful, Cell C will:
 - 2.6.1. deduct the equivalent of one month's subscription fee (plus any other applicable costs and / or pro-rata subscription fees) from the customer's credit card or via debit order, as an upfront payment for the Cell C Home Connecta Fibre service; and
 - 2.6.2. add an upfront delivery fee of R199 to the customer's first invoice for every Wi-Fi router delivery. Delivery of the router will be processed once the fibre network provider confirms that your order for fibre installation has been placed.
 - 2.7. You agree to provide Cell C with your credit card or debit order details to facilitate the upfront payment contemplated in clause 2.6.
 - 2.8. Notwithstanding the date of the Fibre installation, the use of Cell C Home Connecta Fibre tariff plans will be on a month-to-month basis, until either you or Cell C cancel Cell C Home Connecta Fibre in accordance with the respective rights set out in these T&Cs.
 3. **Charges and Payment Terms**
 - 3.1. You agree to pay a monthly subscription fee and VAT thereon ("**Subscription Fee**") for the Cell C Home Connecta Fibre services for the level of services you have subscribed for.
 - 3.2. The Subscription Fee shall be billed monthly in advance and debited off of your credit card or debit account. Cell C Home Connecta Fibre services provided for part of a month will be charged on a pro-rata basis. Your first payment to Cell C will include any activation and installation fees, where applicable.
 - 3.3. Billing of the Cell C Home Connecta Fibre services will commence on the date of collection or delivery of the Wi-Fi router or the activation of the fibre line.
 - 3.4. Should any Subscription Fee not be paid for any reason whatsoever, Cell C shall be entitled to suspend your Cell C Home Connecta Fibre service within 24 hours from such failure to pay a Subscription Fee.
 - 3.4.1. Any suspension applied to your Cell C Home Connecta Fibre services shall remain in place until such time as payment is made.
 - 3.4.2. Should a Subscription Fee not be paid within 48 hours after suspension of the Cell C Home Connecta Fibre services, after which the service will be permanently deactivated and terminated.
 - 3.5. Any application by you for the reconnection of the Cell C Home Connecta Fibre service after termination thereof, will be subject to a credit vetting process by Cell C and payment by you of any outstanding fees due to Cell C. Upon a successful credit vetting for the reconnection of the Cell C Home Connecta Fibre service, you will be liable for a re-connection fee.
 - 3.6. Should you elect to make payment of any fees outstanding in respect of the Cell C Home Connecta Fibre services whilst the service has been suspended in accordance with clause 3.4, you hereby acknowledge that there may be a delay in the re-activation of the Cell C Home Connecta Fibre services pending the receipt of the payment. Cell C shall not be liable for any damages suffered by you in such circumstances.
 - 3.7. Cell C is entitled to amend its pricing from time to time. Cell C will use its reasonable commercial endeavours to give at least one (1) calendar months' notice of a price increase, which Cell C may effect once the notice period has lapsed.
 - 3.8. **Should you object to the price increase, you may cancel the service in accordance with clause 8 and subject to these T&Cs, alternatively, Cell C may terminate the provision of the Cell C Home Connecta Fibre services without any liability.**
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3.9. Should you wish to upgrade your subscription for the Cell C Home Connecta Fibre service, you will be informed of the new monthly charges payable for your continued subscription of the upgraded package of the Cell C Home Connecta Fibre service.

4. **Fibre CPE, Fibre Line and Wi-Fi Router**

4.1. The CPE and fibre line shall remain the property of the FNO at all times. You accept and agree that the CPE and fibre line may be removed from the premises at which it is located upon termination of the Cell C Home Connecta Fibre services.

4.2. Ownership in, risk and title to the Wi-Fi router provided to you in terms hereof shall pass to you after the expiry of 24 months after the commencement of the Cell C Home Connecta Fibre services and subject to there being no termination of the Cell C Home Connecta Fibre services within such period of any breach by you of the terms contained in these T&Cs.

4.3. In the event of early termination of the service within the first 24 months of activation, you will be liable for the outstanding pro-rata amount of the Wi-Fi router.

4.4. You are responsible for the safekeeping of:

4.4.1. the Wi-Fi router (if provided to you by Cell C);

4.4.2. CPE; and

4.4.3. fibre line,

and agree to notify Cell C, in writing and immediately if the Wi-Fi router, CPE, or fibre line has been lost, damaged, stolen or destroyed. You are also required to file a complaint with the South African Police Services (**SAPS**) in the event of any damage caused by a third party or if any component is stolen and to furnish Cell C with the reference number issued to you by SAPS.

4.5. **From the date that the Wi-Fi router, CPE, or fibre line have been installed on your premises, you shall remain responsible for and liable for any damages, loss or destruction to the CPE and Wi-Fi router and you indemnify Cell C and the FNO against any losses or damages suffered.**

4.6. Any 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 legislation for the period stated by the manufacturer or legislation. You agree to notify Cell C within 7 (seven) days after becoming aware of any defect of fault.

4.7. If the Wi-Fi router provided to you by Cell C is faulty, you must notify Cell C within 7 (seven) days from receipt of the Wi-Fi router.

4.7.1. Upon receipt of any notification regarding a defect or fault, the Wi-Fi router may be returned to Cell C for inspection in order to determine the cause of the defect or fault.

4.7.2. Cell C shall use its reasonable endeavours to attend to possible repairs, replacement, or refunds policies, subject to the manufacturer specifications and requirements. All Wi-Fi routers have a 12-month warranty period which will, in certain circumstances, permit for the replacement of a Wi-Fi router which is determined to be defective or faulty.

4.7.3. If the CPE and/or fibre line is faulty, Cell C 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.

4.7.4. Should a returned router not be eligible for repair or replacement under the relevant repairs, replacement, and / or refunds policies in terms of clause 4.7.2 above, you may order a new router from Cell C which router shall be charged for or bound to a 24 month clawback term in terms of clause 4.3.

5. **Relocation Rules**

5.1. Cell C Home Connecta 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's prior written consent.

5.2. In the event that you move from the physical address/area where Cell C Home Connecta Fibre is provided (and as captured in terms of your application form for Cell C Home Connecta Fibre) Cell C will, subject to there being an FNO network in your new area and the provisions of these T&Cs, arrange for the installation of a fibre line and CPE in your new area.

5.2.1. You will be liable for:

5.2.1.1. payment of the installation and connection fee in respect of the fibre line, CPE, and Wi-Fi router in your new area; and

5.2.1.2. any difference in your monthly service fees, where applicable.

6. **Warranty and Indemnity**

6.1. **You warrant that you may apply for and utilise the Cell C Home Connecta Fibre service and you indemnify Cell C against any liability, claim, damage and/or loss that a third party might have and arising out of your use of the Cell C Home Connecta Fibre service.**

7. **Use of service**

7.1. You agree to use the Cell C Home Connecta Fibre service only for lawful purposes. You agree that Cell C may intermittently monitor your use of the Cell C Home Connecta Fibre service including data volume and the type of traffic to ensure the lawful use of the Cell C Home Connecta Fibre service.

7.2. Should you use the Cell C Home Connecta Fibre service improperly or in any illegal, abusive and/or negligent manner Cell C reserves the right to immediately terminate the provision of the Cell C Home Connecta Fibre service.

8. **Termination and suspension of services**

8.1. Should you wish to cancel the Cell C Home Connecta Fibre service at any time, you may do so by giving Cell C one (1) calendar months' written notice of your intention to terminate. Termination of the Cell C Home Connecta Fibre service shall take effect on the last day of the following month. Should the last day of the following month fall on a weekend or public holiday, the termination shall take effect on the following business day.

8.2. Cell C Home Connecta Fibre service cancellation requests must be submitted via the Cell C Home Connecta Fibre portal at <https://portal.cellc.co.za> or through the call centre by dialling (+27) 84 143 4273.

8.3. Should you decide to cancel your Cell C Home Connecta Fibre service at any time, you will be liable for the costs incurred by Cell C in order to provide Cell C Home Connecta Fibre, of which costs may include:

8.3.1. the installation fee;

8.3.2. the connection fee;

8.3.3. cost of the Wi-Fi router; and

8.3.4. up to two months' subscription, depending on FNO costs incurred.

8.4. After receipt of a cancellation request by you, Cell C shall provide you with the pro-rata costs of each of the aforesaid items, which costs may be deducted from your debit account or credit card.

9. **Use of your Personal Information and Direct Marketing**

9.1. You warrant and guarantee that all personal information supplied by you to Cell C in the application for Cell C Home Connecta Fibre is true and correct.

9.2. In the process of making an application for Cell C Home Connecta Fibre, you understand and agree that Cell C will conduct a credit verification against you.

9.3. By accepting these T&Cs, you understand and acknowledge that Cell C, their affiliate companies, their service providers, suppliers and partners ("**Group**") are required to comply with the provisions of the

Protection of Personal Information Act of 2013 (“**POPIA**”) to, amongst other things, ensure the privacy and confidentiality of your Personal Information (as such term is defined in the POPIA).

- 9.4. For purposes of this, you confirm, agree, understand, acknowledge that by accepting these T&Cs,:
- 9.4.1. you disclose and provide your Personal Information to the Group voluntarily and consent and authorise the Group to collect, use, process, share and/or transfer your Personal Information in accordance with Cell C’s Privacy Policy accessible by you on Cell C’s website (<https://www.cellc.co.za>) (“**Privacy Policy**”);
 - 9.4.2. you agree to immediately inform the Group in writing if there is any change of whatsoever nature in any of your personal information, including your physical address, previously supplied to the Group; and
 - 9.4.3. you agree and consent to be bound by the terms and conditions of the Privacy Policy, which you have read, understood and agreed to as part of your application for Cell C Home Connecta Fibre.
- 9.5. In order to fulfil the obligations, set out in these T&Cs, Cell C will process your personal information. Such processing may include sharing personal information with:
- 9.5.1. the Group, FNOs and/or Electronic Communications Service Providers, but only to the extent necessary and in order to provide Cell C Home Connecta Fibre and the fibre line, CPE and/or the Wi-Fi router to you;
 - 9.5.2. 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 accepts your application for Cell C Home Connecta Fibre) and for fraud prevention purposes, to improve the accuracy of contact details and in order to process any payment transactions necessary for and relative to these Terms and Conditions;
 - 9.5.3. attorneys and/or debt collection agencies if you breach these T&Cs.
- 9.6. You agree and consent to be contacted by Cell C in respect of their direct marketing campaigns in relation to similar and/or related products and/or services, which contacts will be in accordance with the terms and conditions of the direct marketing provisions of the Consumer Protection Act, 68 of 2008 (“**CPA**”) as amended and the CPA regulations and POPIA, including the provisions relating to the direct marketing registry.
- 9.7. You can ask Cell C to stop marketing to you (opt-out) at any time. You may register a block on marketing from the Group.
- 9.8. You are entitled to withdraw your consent for the use of your personal information on written notice or notice in any other recorded form to Cell C. In the event you withdraw your consent, you understand and agree that the Group will not be able to use your information for the purposes set out in this clause 9 and that Cell C may be unable to provide you the Cell C Home Connecta Fibre service as a result of your withdrawal. Cell C shall not be held liable for any refusal or inability to provide the Cell C Home Connecta Fibre service to you as a result of your withdrawal of consent as required in this clause 9.
10. **Miscellaneous:**
- 10.1. The Cell C Home Connecta Fibre service is an Unlimited internet service with no fair usage policy, or throttling of traffic applied; however, an acceptable use policy (“**AUP**”) will apply in order to regulate the abuse of Cell C Home Connecta Fibre. Cell C reserves the right, at any time, to implement a Fair Usage Policy (“**FUP**”) on notice to you.
 - 10.2. An AUP will apply to Cell C Home Connecta Fibre. The AUP can be found on the Cell C website and may be amended from time to time.
 - 10.3. Migrations from other existing Cell C mobile products and services to Cell C Home Connecta Fibre is not possible and you will be required to apply and sign-up for Cell C Home Connecta Fibre.
 - 10.4. Cell C makes no representation, guarantee or warranty over the speed or efficiency of any Wi-Fi connection. Cell C will 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-
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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 Home Connecta Fibre subscribers are advised that speed tests for Cell C Home Connecta Fibre must be conducted over the wired fibre connection i.e. Computer must be connected directly to the router via the Ethernet port to determine the actual line speeds of the Cell C Home Connecta Fibre service. In order to run speed test Cell C Home Connecta Fibre subscribers are advised to use www.speedtest.net, select the Cell C server and run the test.

- 10.5. The Cell C Fibre Vumatel 25Mbps/25Mbps package is available to new customers only. For the avoidance of doubt, it will not be available to existing Cell C customers or existing users of the Vumatel network migrating from another Internet Service Provider to Cell C.

11. General

11.1. Indemnity and limitation of liability

11.1.1. Neither Cell C nor the Group, nor any other person or party associated with the Cell C Home Connecta Fibre, their associated companies, agents, contractors and sponsors and any of their personnel involved in the Cell C Home Connecta Fibre, shall be liable whatsoever for any loss or damage of whatever nature (whether direct, indirect and/or of a consequential nature including any loss of income and/or loss of profit and/or loss of anticipated savings) suffered by you incurred or suffered by you arising from your use of the Cell C Home Connecta Fibre.

11.1.2. **All customers using Cell C Home Connecta Fibre do so at their own risk and indemnify Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss and/or damages, either direct, indirect, consequential or otherwise (including loss of income or profits), arising from their use of Cell C Home Connecta Fibre.**

11.2. Notices

11.2.1. All legal notices given in terms of the T&Cs will be in writing and all notices may be sent to you at the address provided in your application for the Cell C Home Connecta Fibre.

11.2.2. Any change in your address will only be effective if and when Cell C receives written notification of your change of address.

11.2.3. Cell C may deliver certain notices to you by SMS.

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

11.2.4.1. if delivery is by hand, then on the date of delivery; and/or

11.2.4.2. 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.

11.2.5. Any legal notices given by Cell C 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.

11.2.6. Reference to written notice being provided to you shall include notice sent through electronic communication, including via SMS.

11.3. Transfer of rights and obligations

11.3.1. You may not at any time for the duration receiving the Cell C Home Connecta Fibre services, without Cell C's permission:

11.3.1.1. transfer/cede any of your rights under this Agreement to any other entity or person; or

- 11.3.1.2. transfer/delegate or hand-over any of your obligations or responsibilities under the Agreement to any other entity or person.
- 11.3.2. You agree that Cell C may at any time for the duration of the Cell C Home Connecta Fibre services, without your permission:
- 11.3.2.1. transfer/cede any of its rights under this Agreement to any other entity or person; or
- 11.3.2.2. transfer/delegate or hand-over any of its obligations or responsibilities under the Agreement to any other entity or person.
- 11.4. Amendments**
- Cell C is entitled, at its absolute and sole discretion, on written notice to you (which notice may be sent through electronic communication, including via SMS), to change the T&Cs. If you do not agree to the amendments, you may cancel the Cell C Home Connecta Fibre services in terms of clause 8.
- 11.5. Whole agreement and variation**
- Except for Cell C's right to amend these T&Cs, this is the whole agreement between the Parties and no amendment, deletion or addition will be valid unless it is stipulated in writing and agreed to by all Parties.
- 11.6. Unenforceable provisions**
- If any term of these T&Cs is unenforceable, illegal, void, or contrary to public policy then it will be deleted from the T&Cs. The remaining provisions of the T&Cs will however remain binding and in full force.
- 11.7. Benefit of third party**
- These T&Cs do not constitute a *stipulatio alteri* (i.e. a contract for the benefit of third parties) and no third party shall be entitled to accept any benefits derived from these T&Cs.
- 11.8. Relationship**
- The relationship of the Parties *inter se* shall be governed by the terms of these T&Cs and nothing contained herein shall be deemed to constitute a partnership, joint venture or the like between them and neither shall they by reason of the actions of any one of them incur any personal liability as co-partners to any third party and none of them shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of a partnership, joint venture or the like as aforesaid.
- 11.9. Bound by term, representation, warranty or promise**
- No Party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 11.10. Indulgence and waiver**
- No indulgence by a Party to another, or failure strictly to enforce the terms hereof, shall be construed as a waiver or be capable of founding an estoppel.
- 11.11. Governing law and resolving disputes**
- This Agreement is governed by the laws of South Africa.
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