

Facebook Flex Terms & Conditions

The Facebook Flex offer has ended. Be sure to look out for our next exciting offer! Remember you can still access Facebook for free via www.freebasics.com

It is important that you understand and agree to these terms and conditions in order for you to get access to Facebook Flex. These terms and conditions govern the use of **Facebook Flex** administered by Cell C in collaboration with Facebook. The offer comprises free access to basic Facebook through a mobile device (a phone or a tablet) using a Cell C SIM.

By making use of Facebook Flex, you accept and agree to be bound by these terms and conditions.

Effective Date

Facebook Flex will be available from 00:00:01, on 1 April 2016 until 15 April 2016.

1. Using Facebook Flex

- 1.1. All standard Terms and Conditions of Cell C (Pty) Ltd and Cell C Service Provider Company (Pty) Ltd apply.
- 1.2. Facebook Flex allows customers to toggle between Free Facebook and paid Facebook. Customers on Android simply open their Facebook app and select to browse the free basic version of Facebook (FREE) or the full version of Facebook that is charged for (DATA).
- 1.3. All valid Postpaid, Top Up and Prepaid customers on Cell C will have access to Facebook Flex.
- 1.4. Prepaid customers need to recharge every 30 days OR have a positive balance on their account to qualify for Facebook Flex.
- 1.5. The Facebook app is only supported on Android for Facebook Flex. All other users will access the service via the Facebook browser on www.facebook.com.
- 1.6. Prepaid, Top Up and Postpaid Cell C customers that access Free Facebook (FREE) will not be charged for accessing the free service and their data allocation, data bundles or airtime will not deplete.
- 1.7. Cell C shall use its best endeavours to ensure that customers receive an alert when clicking on non-free services when using Free Facebook.
- 1.8. Customers opting for paid Facebook (DATA) will have the normal full Facebook with all the functionality they are accustomed to.

- 1.9. All services accessed or used on full Facebook will be charged as per the customer's tariff plan or if any data bundles, inclusive value or free data is available, the data usage will deplete from these bundles.
- 1.10. Normal depletion rates apply for data usage in paid Facebook.
- 1.11. Cell C customers may access Facebook Flex through the Facebook app or browser while using a mobile device with a Cell C SIM.
- 1.12. Cell C shall use its best endeavours to ensure that customers receive a notification when accessing chargeable services. However, Cell C shall not be liable for any charges should a customer not receive an alert when accessing chargeable services. Any amounts charged in connection with using Facebook Flex will be solely for the customer's own account.
- 1.13. Customers can download the Facebook application from the Google Play store. The one-time data downloading charge for the Facebook application is NOT free. Customers will be charged for downloading the Facebook application according to their applicable data tariff plan.

2. Free Facebook (FREE)

From 1 April 2016, Cell C customers will be able to access Free Facebook from their Facebook app on their Android device with a Cell C SIM. Customers who do not have an Android device can access Facebook Flex through the www.facebook.com browser. Free Facebook will be accessible to new and existing customers via the normal Facebook entry points.

- 2.1 Customers can browse basic Facebook services for free while in the FREE mode.

**In Facebook Andoid app,
to use for free, it must show:**



- 2.2 Free Facebook will be available at no charge to the customer. The customer does not require data resources to access Free Facebook.
- 2.3 Mobile data must be turned on during use in the Free Facebook mode.
- 2.4 The following services are free and are referred to as Free Facebook (same version as free Facebook in internet.org):
- Basic view of all static information
 - Posts (liking a page, commenting on a post and sharing a post)
 - Uploading pictures and videos

- Facebook Messenger (excludes VOIP and video calls)
- 2.5 The customer will get an alert when the customer clicks on non-free services.
- 2.6 Customers will be charged if they click on non-free services such as VOIP, external link browsing, YouTube, Instagram and streaming services.
- 2.7 Any chargeable event on the Free Facebook mode will be real-time for Prepaid and Top Up customers. Postpaid customers will be charged to the Postpaid customer's account if usage is out of bundle.

3. Paid Facebook (DATA)

- 3.1 Paid Facebook (DATA) is the normal full Facebook experience with access to all the services.

**In Facebook Android app, to
see photos, it must show:**



- 3.2 There are no changes to billing and normal depletion rules will apply for data usage in paid Facebook.
- 3.3 Postpaid customers whose accounts are soft locked will not be able to access paid Facebook. Prepaid customers with no data resources or airtime will not be able to use paid Facebook.
- 3.4 Should the customer not wish to continue with the full paid Facebook service, then the customer can toggle to Free Facebook (FREE) for the basic version at no cost.

4. Purchasing of data bundles on Facebook Flex

Customers will be able to purchase data bundles directly off the Free Facebook (FREE) mode from 1 April 2016.

- 4.1 Cell C shall use its best endeavours to ensure that customers receive an alert when they try to access a non-free service while in the Free Facebook mode.
- 4.2 Customers will be notified that the service is not free and will be charged as per their data tariff rates.
- 4.3 The customer will have the option to buy a data bundle or continue to use their current plan rates or bundles, where applicable.
- 4.4 Payment will be real time for Prepaid or Top Up customers using their airtime balance.

- 4.5 For Postpaid customers, the bundle purchase fee will reflect on the customer's invoice.
- 4.6 Normal usage rules for data bundles will apply.
- 4.7 Cell C shall use its best endeavours to ensure that customers receive a notification when accessing chargeable services. However, Cell C shall not be liable for any charges should a customer not receive an alert when accessing chargeable services. Any amounts charged in connection with using Facebook Flex will be solely for the customer's own account. Cell C shall not be liable for any charges should a customer not receive an alert when accessing chargeable services.

5. Validity and Expiry

- 5.1 Facebook Flex is available to all current Facebook users and any new sign ups who are valid Cell C Customers.
- 5.2 Postpaid and Top Up customers will automatically get Facebook Flex on 1 April 2016.
- 5.3 To qualify for Facebook Flex, Prepaid customers need to recharge every 30 days OR have a positive balance on their account.
 - The customer should recharge with any value airtime or load a data bundle every 30 days to qualify for Facebook Flex.
 - Every recharge gives the customer an additional 30 days access from the date of recharge.
 - Emergency Airtime and Airtime Transfer qualify as recharges.
 - If the customer does not recharge for more than 30 days, but has a positive balance after the 30 days, they will continue to have access to Facebook Flex.

6. Migrations

Customers migrating to any tariff plans or packages will still qualify for Facebook Flex.

7. Exclusions

- 7.1 Access to Facebook via WiFi router, modem, laptop, etc. is not eligible for Facebook Flex unless accessed from a Cell C SIM.
- 7.2 Facebook Flex is only available for consumers and is not for commercial usage.
- 7.3 Facebook Flex is not available to MVNO, MVNE's, Community Payphones and LCR.
- 7.4 Facebook Flex is not applicable while roaming internationally.

- 7.5 Currently iOS & Windows mobile applications are not supported. These customers may only access Facebook Flex through the www.facebook.com browser.
- 7.6 Customers on BlackBerry 7 and older will not receive Facebook Flex due to compatibility issues.

8. Depletion Rules

If the customer accesses chargeable services while making use of Facebook, data charges will be incurred and normal depletion rules will apply.

Where a customer is on Prepaid or using Prepaid on a Top Up contract:

- 8.1 SUPACHARGE data will be depleted first if the customer has SUPACHARGE benefits available.
- 8.2 Thereafter any free promotional data, where applicable.
- 8.3 Anytime Daily data benefits will be depleted next, where applicable.
- 8.4 This will be followed by any Nite data (if any) should consumption take place during the Nite time period.
- 8.5 Thereafter, any data bundles that may be available will be depleted and any other promotion free value, if available.
- 8.6 Should a customer have MegaBonus value then MegaBonus depletion sequence will follow from steps 6.2 to 6.5, thereafter MegaBonus value will be depleted, if available.
- 8.7 If no free data or value is available, then a customer will be charged using their Prepaid airtime.

For Postpaid customers,

- 8.8 Any data bundles will be depleted first.
- 8.9 Thereafter, any inclusive promotion data, if available.
- 8.10 Thereafter, contract inclusive data for data consumption will be depleted.
- 8.11 Thereafter, any free rand value.
- 8.12 If no data values are available, the customer will be charged for out of bundle usage as per their tariff plan rates and will be charged on the monthly bill.

9. General

- 9.1 Cell C reserves the right to suspend Facebook Flex and its benefits in its sole discretion, including when any fraudulent activity is suspected, and if the outcome of an investigation proves that fraudulent activity did occur, Cell C shall be entitled to terminate Facebook Flex and/or benefits.

- 9.2 Cell C may amend, modify or otherwise change these terms and conditions in its sole and absolute discretion on notice to you and the amended version will be displayed in the same media as these terms and conditions. By continuing to use Facebook Flex, you agree and understand that you will be bound by the amended terms and conditions.
- 9.3 It is important that you understand that all customers who make use of Facebook Flex indemnify Cell C, its directors, affiliates, members, partners, employees, agents, consultants, suppliers, contractors and sponsors against any loss or damages, either direct, indirect, consequential or otherwise, arising from their use of Facebook Flex and its benefits.

Cell C has the right to withdraw, or shorten the availability of Facebook Flex in its sole and absolute discretion and will notify customers if it chooses to do so. Customers will not have a claim against Cell C in this event.